



**CONTRACT AGREEMENT
2022-23 through 2024-2025**

Between

**The YAMHILL CARLTON TEACHERS
ASSOCIATION**

&

**YAMHILL CARLTON SCHOOL
DISTRICT NO. 1**

CONTRACT BETWEEN
THE YAMHILL CARLTON TEACHERS ASSOCIATION
And
THE YAMHILL CARLTON SCHOOL DISTRICT NO. 1

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CONTRACT AGREEMENT
Between
THE YAMHILL CARLTON TEACHERS ASSOCIATION
and
THE YAMHILL CARLTON SCHOOL DISTRICT NO. 1
YAMHILL COUNTY, OREGON

This Agreement entered into this 9th day of March 2023, by and between the Yamhill Carlton Teachers Association, hereinafter called the “Association” and The Yamhill Carlton School District No. 1, Yamhill County, Oregon, hereinafter called the “District”. This agreement shall be in effect from the 2022-2023 school year through the 2024-2025 school year. Salaries are set for all three years of this contract. The benefits level will be \$1485 for the first year of the contract and then \$1520 for the 2nd year of the contract and \$1555 for the 3rd year. There will be a salary increase of 6.8% in the 2022-2023 school year and 2% increase in the first half of the 2023-2024 school year before an additional 2% increase in the second half of the year. Then in the 2024-2025 school year a salary increase of 2% will be added for the first half of the year with an additional 2% added during the second half of the year. Language is set for all three years of this contract. The District and Association will reopen full contract negotiations by January 15, 2025.

WITNESSETH:

WHEREAS the District and the Association recognize and declare that providing a quality education for the children of Yamhill and Carlton is their mutual aim, and that the character of such education depends upon the quality and morale of the teaching service, and WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and WHEREAS the parties have reached certain understanding which they desire to confirm, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1
Recognition

- A. The District recognizes the Association as the sole and exclusive bargaining representative for employees who work in positions requiring licensed teacher personnel. Supervisors, confidential employees, classified staff and substitutes are excluded from the bargaining unit.

- B. Teachers shall have the right to organize, join and assist the Association, to participate in professional negotiations with the District through representatives of their own choosing.
- C. This Agreement shall take precedence over any policies, rules, regulations, procedures or practices of the District, which is contrary with the terms of this Agreement.
- D. There shall be two signed copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the Association. Within one month of ratification of this Agreement by both parties, the District agrees to post the new Collective Bargaining Agreement on the district website.

ARTICLE 2

Negotiation of a Successor Agreement

- A. Deadline Date
The parties agree to enter into bargaining over a successor Agreement no later than January 15, 2025. Any Agreement so negotiated shall be reduced to writing after ratification by the parties.
- B. Modification
This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

ARTICLE 3

Association Rights

- A. Authorized representatives of the Association shall have the right to transact all official Association business on school property and utilize district facilities at all reasonable times, provided such activities or use does not interfere with classroom instruction. The Association shall have the right to use District buildings, sites, and equipment during all reasonable hours for meetings and other Association activities.

- B. Upon request, the District shall furnish the Association readily available public information needed for its use as an exclusive bargaining representative for the purpose of negotiations. The District reserves its right under Oregon's Public Records and Collective Bargaining laws to charge reasonable costs for locating and/or copying such information.
- C. A teacher engaged during the school day on behalf of the Association with any representative of the District, or participating in any professional grievance negotiation, including mediation or arbitration, shall be released from regular duties and allowed to use Association Leave when such activities are required by a mediator or arbitrator.
- D. The District shall give the Association (up to) one hour of the new employee orientation day to meet with the new bargaining unit members. For any bargaining unit member hired after the start of the school year the District shall notify the Association within ten days of the hire,. The Association shall be granted (up to) one hour of non-student contact time to meet with the new bargaining member.
- E. The Association will be given ten (10) minutes at the end of staff meetings in order to make Association announcements and conduct official Association business. Association meetings attached to staff meetings will happen no more often than once a month.
- F. The following new bargaining unit member information shall be delivered to the Association president in digital format, no later than ten days before new employee orientation (for those hired in the spring and summer for the next school year) or 10 days after the date of hire for those hired during the year for the current school year:
 - a. Name
 - b. Home Address
 - c. Phone Numbers - work, home and cellular
 - d. Personal (non-district) Email Addresses
 - e. School Site
 - f. Date of Hire
 - g. Specific Job Title
 - h. Salary

i. Full Time Equivalent (FTE) Status

The Association shall have at least one at large representative on all District level committees. The District will consult with the Association before appointing an at-large member to committees.

ARTICLE 4
Maintenance of Standards

Only such existing and future personnel policies and benefits as are specifically covered by the terms of this Agreement shall be affected by the execution of this Agreement. During the term of this Agreement, the District will not change any existing condition that is a mandatory subject of bargaining without first negotiating the proposed change with the Association.

ARTICLE 5
District Rights

The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and constitution of the State of Oregon, and of the United States, including but without limiting the generality of the foregoing, the right;

- A. To the executive management and administrative control of the school system;
- B. To hire all employees, to determine their qualifications, and the conditions for their continued employment, or their demotion; and to promote and transfer all such employees;
- C. To determine staffing levels in accordance with the express terms of this agreement.
- D. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the District;

- E. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
- F. To determine class schedules, hours of instruction, the co-curricular activities, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be limited only by the specific and expressed terms of this Agreement.

ARTICLE 6

Teacher Rights

Unless specifically stated, nothing in this contract shall be construed to deny a teacher his/her constitutional or statutory rights.

- A. The Association and District acknowledge the fundamental need to protect teachers from any unreasonable censorship or restraint, which might interfere with their obligation to perform their prescribed teaching function within the parameters of the curriculum set by the Board of Directors and/or State of Oregon law.
- B. No teacher shall be formally disciplined without first being informed of the charges and given an opportunity to meet with the charging party and respond to those charges. The employee's response may be verbal or in writing. After a decision is finalized, the employee will be given written notification thereof.
- C. If the teacher disagrees with the final administrative decision in Section B, he/she may enter the Grievance Procedure (Article 9) at Level C and may process the grievance according to the grievance procedure of this Agreement.
- D. Sections 'B' and 'C' of this Article shall not apply to the nonrenewal or dismissal of a probationary teacher.
- E. Reprimands shall be made privately and not in the presence of students, parents, teachers or members of the community unless the district, for reasons of safety or

protection of property determines that circumstances warrant immediate action to interrupt employee misconduct.

F.

1. If a licensed position becomes available, the position will be posted both internally and externally simultaneously. Positions will be advertised in-house to all district staff by an email posting and posted on the district website. Any qualified bargaining unit in-house candidate who applies will be granted an interview. After at least 3 (three) days a formal interview process will be conducted of qualified in-house applicants and the hiring team shall consist of administrative and certified personnel.
2. If an in-house applicant is qualified or deemed to be the right “fit” for the position by the hiring team, the hiring team will provide a written explanation to each in-house applicant will be offered the position. The subsequent teaching vacancy will trigger the process set forth above again.
3. If no in-house applicant is qualified or deemed to be the right “fit” for the position by the hiring team, the hiring team will provide a written explanation to each in-house applicant, explaining why the in-house applicant was not the right “fit.” External candidates will be considered at this time and the hiring process continues.
4. This process will apply to regular positions only. This process will not be used for temporary or substitute positions.
5. The District will continue to maintain the right to make final assignments.

G. Involuntary Transfer:

Involuntary transfers will be initiated only after internal and external postings do not result in a candidate being selected.

Whenever possible, if the District anticipates an involuntary transfer may be necessary, they will give notice of the potential transfer to any potentially affected teacher within five (5) working days of this determination. The appropriate administrator shall meet with the affected teacher(s) for the following purposes:

1. The District will inform the teacher of the decision for the potential transfer;
 2. The District will inform the teacher of any known vacancies;
 3. The teacher can give input on his/her preferences with any new assignment and/or apply for a voluntary transfer as outlined above.
 4. After considering all such input, the District shall make their final decision within ten (10) days of notification, regarding the involuntary transfer and must inform the teacher in writing of their decision. In the case of an involuntary transfer the affected teacher shall be given one additional contract day. Additional days may be granted at the discretion of the Superintendent.
- H. Personnel Files: The personnel file shall be kept by the District in accordance with ORS 342.850 in which they are open for inspection by the teacher, the teacher's designees and the Board's designees.
- I. Evaluation of Students: The teacher shall maintain the responsibility to determine the grades earned by students within the teacher's grading guidelines as approved by the Superintendent or his/her designee. No grade of a student shall be changed without having first been submitted and approved by a committee consisting of the teacher, principal and another teacher appointed by the Association. The committee so selected may establish its own procedure for examining material and gathering information from which to make a decision. Either party may appeal the decision to the School Board which retains the final decision making authority for all grades. The School Board's decision shall not be subject to the grievance procedure.
- J. Security cameras within the District will not be used for staff evaluation purposes but may be accessed as part of an investigation of any reported impropriety.

ARTICLE 7

Evaluations

The District shall comply with the procedures required by ORS 342.850 and SB 290.

ARTICLE 8
Just Cause

No member of the bargaining unit will be disciplined without "Just Cause". However, any action resulting in the dismissal of a probationary teacher or the nonrenewal of a probationary teacher will not be considered part of this agreement nor grievable under the Grievance Procedure (Article 9). Additionally, this "Just Cause" provision does not apply to retention or non-retention in extra duty positions.

ARTICLE 9
Grievance Procedure

A. Definitions

1. "Contract Grievance" shall mean a complaint by an employee or group of employees that there has been to him/her/them a violation of any provisions of the contract.
2. "Grievant" is the person or persons who has the contract grievance and is presenting the complaint, also referred to as the complainant.
3. The "Party in Interest" is either the person or persons making the complaint or the person or persons against whom the complaint is made.
4. "Consultant" is the one who advises either party in interest.
5. "Representative" is the one who may speak for and/or advise a party in interest.
6. "Immediate Supervisor" is the one who has direct administration or supervisory responsibilities over the aggrieved in the area of grievance as stated in School Board policy.
7. "Days" - The term "days" when used in this article shall, except where otherwise indicated, mean the grievant's working days.

8. "Persons Officially Involved" means the Superintendent, his representative and/or consultant, the grievant, his representative and/or consultant, and witnesses.
9. "Association" - Yamhill Carlton Teachers Association.

B. General Procedures

1. These procedures should be processed as rapidly as possible, the number of days indicated for settlement or appeal at each level should be considered a maximum. The time limits can be extended by written mutual consent of the parties involved at any level of the procedures.
2. All parties should attempt to complete the procedures by the end of the school year. The parties shall make good faith effort to shorten the number of days provided at the various steps in order to finish by the end of the school year and avoid, if possible, carrying the process into the summer vacation period or the following school year.
3. All parties in interest have a right to consultants or representatives of their own choosing at each level of these grievance procedures.
4. There shall be no restraint, interference, discrimination, or reprisal exerted on any employee choosing to use these procedures for resolution of contract grievance.
5. Failure at any level of this procedure by the grievant to appeal a contract grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. If an appeal is made to the next level, the complainant shall set forth the grounds upon which the complaint is based and the reasons why the aggrieved considered the decision unacceptable. Failure at any level of this procedure to communicate the decision in writing on a contract grievance within the specified time limits shall permit the grievant to proceed to the next level.

6. All documents, communications and records of a contract grievance will be filed in the School District Office separately from the personnel files. References to the records, such as summary, may be placed in the appropriate personnel file(s).
7. Forms for processing contract grievances shall be prepared by the Superintendent or his/her designated representative in cooperation with the Association and will be printed and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.
8. In the course of investigating any contract grievance, representatives of either party in interest who need to contact an employee will contact the supervisor and will state the purpose of the visit.
9. Every reasonable effort will be made by all parties to avoid interruption of classroom and/or any other school sponsored activities.
10. Every reasonable effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure.
11. All parties in interest will process contract grievances after the regular work day or at other times which do not interfere with assigned duties.
12. Each contract grievance shall have to be initiated within twenty (20) school calendar days after the occurrence of the cause for the complaint. However, if the grievant did not become aware of the occurrence until a later date, then he/she must initiate action within the twenty (20) days following his/her first knowledge of the cause failure to thus initiate such action shall constitute waiver of the grievance.
13. Financial Responsibility: Each party shall pay any and all costs incurred by said party. Costs for the services of an arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the District and the Association.

C. Levels of Grievance

1. **Level One-** Informal and Formal Grievance Level

The grievant will first discuss his/her contract grievance with his/her principal or immediate supervisor, either individually or through the Association representative, or accompanied by a representative, with the objective of resolving the matter informally.

If the grievant is not satisfied with the disposition of his/her contract grievance, he/she may file a written contract grievance with the immediate supervisor within ten (10) days following the attempt to resolve the matter informally.

This complaint shall set forth the grounds upon which the complaint is based and the reasons why the aggrieved considers the decision rendered is unacceptable. The supervisor shall communicate his/her decision in writing within five (5) days to the aggrieved.

2. **Level Two**

Appeals to the Superintendent shall be heard by the Superintendent or his/her representative within ten (10) days of his/her receipt of the appeal. Written notice of the time and place of the hearing shall be given five (5) days prior thereto to the grievant, his representative, or any other persons officially involved in the contract grievance.

Attendance at the hearing of appeal shall be restricted to persons officially involved. Parties in interest may elect to call witnesses who shall appear individually at the hearing.

Within five (5) days of hearing the appeal, the Superintendent shall communicate to the grievant and all other parties officially present at the hearing his/her written decision, which shall include supporting reasons therefore.

If the grievant is not satisfied with the decision of the Superintendent, he/she may file a written appeal through the Superintendent to the School Board within ten (10) days from the receipt of the Superintendent's decision. The appeal shall

state the grievant's reasons for appealing the decision of the Superintendent and request appeal to Level Three. This appeal shall also set forth the grounds upon which the grievance is based and the reasons why the aggrieved considers the decision rendered is unacceptable.

3. Level Three

Within five (5) days of the receipt of the appeal, the School Board of Directors will notify all official parties of a hearing to be held within ten (10) days of the receipt of the appeal. The Board of Directors shall hear arguments of the Superintendent and the grievant. The hearing before the School Board of Directors shall be closed unless the aggrieved requests it to be public.

If the hearing is closed, attendance at the hearing of appeal shall be restricted to persons officially involved. Parties in interest may elect to present witness statements. All witness statements to be presented at the board meeting will be provided at least two business days prior to the hearing to all parties.

Within five (5) days following the hearing, the School Board of Directors shall render a decision in writing to all official parties.

If the grievant is not satisfied with the School Board of Directors decision he/she may, within ten (10) days request in writing that the Association submit the grievance to arbitration.

4. Level Four

If the Association determines that the contract grievance is meritorious, it may submit the grievance to arbitration within ten (10) days after receipt of a request by the grievant and shall notify the Superintendent of that intent in writing.

Within ten (10) days after such written notice of submission to arbitration, the Board and Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree on an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Employment Relations Board (ERB). The parties shall then be bound by the rules and procedures of the ERB.

The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue a decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted. The arbitrators shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement. Any questions of arbitrability shall be decided prior to the hearing. The decision of the arbitrator shall be submitted to the District and Association and shall be final and binding on the parties' subject to the terms of ORS 243.706.

ARTICLE 10
Reduction in Force

- A. If the District determines a lay-off is necessary, it will do so in accordance with ORS 342.934 and the requirements of this Article.
- B. When considering an actual or prospective lay-off, the District shall, insofar as reasonably practicable, provide thirty (30) days written notice to the affected teacher and to the Association that such lay-off is under consideration, and provide the Association with a 10-day period to submit the Association views and perspectives prior to the Districts decision.
- C. In determining teachers to be retained when the District reduces its staff under this section, the District shall:
 - 1. Determine whether teachers to be retained hold proper licenses to fill the remaining positions.
 - 2. Determine seniority of teachers to be retained, based on the first day of actual service with the District.
 - 3. If the District desires to retain a teacher with less seniority than a teacher being released under this section, the District shall determine that the

teacher being retained has more competence than the teacher with more seniority who is being released. For purposes of this Article, competence is defined according to ORS 342.934 (9)(a), as the ability to teach a subject or grade level based on recent teaching experience related to that subject or grade level within the last five years, or educational attainments, or both, but not based solely on being licensed to teach.

ARTICLE 11

Recall

- A. The District shall advise all affected employees of their recall rights, in writing, at the times of layoff under this Article.
- B. While any teacher is laid off as a result of reduction in force provisions of Article 10, the District will maintain a recall list which will insure the teachers, for a period of up to twenty-seven (27) months, will be recalled in the reverse order of layoff, provided they are qualified to teach the available position.
- C. Refusal of the employee to accept an offer of recall to a particular position during the twenty-seven (27) month recall period shall not affect the employee's right to be offered recall for subsequent positions.
- D. Teachers laid off under the provisions of this Article shall be notified by certified mail at the last address of record on file with the District when positions become open for which they are qualified. Teachers shall make written notice to the Superintendent within (10) calendar days of the first attempted delivery of the certified notification letter if they wish to return.
- E. A laid off teacher shall be considered laid off until (A) reinstated in the District; (B) twenty-seven (27) month listing lapses; (C) failure to respond within ten (10) calendar days of notification of a written offer of a position made by the District; (D) acceptance of a non-temporary position in another District.
- F. Benefits pertaining to layoff:

1. Subject to the group employee insurance carrier(s), the District shall extend medical and dental coverage to laid off teachers during the layoff period. Laid off employees may maintain insurance policies at the employee's own expense, subject to COBRA and the underwriting rules of the insurance carrier. Teachers who accept other employment where medical and dental insurance for all family members is paid by the employer shall not be eligible for the extension of group insurance coverage.
2. All benefits allowable by law, to which a teacher was entitled at the time of his/her layoff will be restored upon his/her return to active employment, providing the new position assignment makes him/her eligible in accordance with this agreement.
3. The teacher will be placed at the same placement of their previous District contract.

G. School Closure:

During school closure due to lack of funds, as defined in Article 23 of this contract, the District acknowledges that licensed staff are temporarily laid off, and agrees to recall, pursuant to Paragraph C above.

ARTICLE 12

Work Year

- A. The calendar shall consist of 190 contract days unless economic conditions prevent the District from funding the terms of the contract as outlined in Article 23, to include five (5) paid holidays. There shall be four (4) in-service non-student work days prior to the first student day of which the equivalent of two (2) days shall be specifically for individual classroom preparation; however, by mutual agreement, this amount of time may be altered.

One non-teaching workday or two half-days at the end of each academic term will be scheduled, plus a non-teaching assessment day in May. Teachers new to the District shall have a 191-day contract with the extra day being devoted to orientation.

There shall be an opportunity for staff input through their association representatives prior to adoption of the school calendar by the School Board.

- B. It is expressly understood that any adjustment to the number of contract days in the work year will result in a prorated adjustment to employee salaries.

ARTICLE 13
Work Schedules

A. Workdays

Regular hours for teachers shall be 8 hours per day including a continuous duty-free lunch period. The District acknowledges that a change in the amount of student contact time will be considered a mandatory subject of bargaining. The starting and dismissal time shall be determined by the Superintendent in conjunction with the building administrator. Each teacher shall have a continuous and uninterrupted 30-minute duty-free lunch period. Teachers may leave the building without requesting permission during their duty-free lunch period. There shall be a five-minute transition period before the beginning of the lunch period. Each full-time teacher shall be entitled to a minimum of 40 minutes, or one period, of continuous preparation time each day during student contact hours or the equivalent during any given work week. No more than one (1) school day per week shall be without a prep period during student contact time (this does not include special schedules that provide shorter prep period on occasion). During this preparation time the District shall not impose any activities, except during an emergency situation as determined by the District. Teachers will be compensated at their hourly rate when requested to cover other classes or perform supervisory or instructional/curricular duties during the allocated daily preparation time at their discretion. Each building administration will try to maintain the preparation time being provided to staff.

Requests for alterations from the daily schedule shall be by prior approval of the Superintendent or designee.

B. Work Schedules

In addition to regular teaching and preparation time, teachers are expected to be available for IEP / 504 Plan meetings, student and parent conferences, staff meetings, committee meetings and programs. Every effort will be made by the administration to provide a week's notice for meetings or programs and to conclude such at a reasonable time. Educators required to remain at IEP / 504 Plan meetings that go outside of contracted hours shall be provided comp time in fifteen (15) minute increments after the first fifteen (15) minutes past contract time. Comp time must be taken within ten (10) working days and arranged with administration. For those members that have family or other commitments that would make staying after contract hours a hardship on a specific day, they can have a conversation with the case manager and administrator beforehand to make sure they are able to share their valuable information and leave when needed.

Furthermore, the District agrees to limit the number of evening programs that require teachers' attendance, however, teachers (full or part-time) are expected to attend programs involving their classes at no additional cost to the District. Part-time teachers must have prior written approval from the Superintendent to be paid for hours beyond their normal workday. Part-time teachers requesting to take their students on an all-day field trip will not be compensated for time outside of their normal workday.

Committees, assigned and required by the District, requiring substantial time commitments shall be compensated at the extra duty rate per the contract. The definition of substantial time commitment shall be committee assignment which meet the following criteria:

1. Meeting times are consistently outside the normal working hours;
2. Comp time or release time is not provided; and,
3. During a school year the committee meets on five or more different days or for a total work time for the year of five (5) or more hours.

C. Travel

Teachers shall be reimbursed for travel when their staff assignments, during a normal workday, place them in both Yamhill and Carlton schools at the Districts mileage reimbursement rate. This does not include travel to another building that would normally be on an employee's way home. (Example: An employee lives in McMinnville, they start their day in Yamhill and end in Carlton. Because the employee would travel from Yamhill through Carlton to travel home to McMinnville there would be no mileage reimbursement.) This article does not apply to extra duty positions. Educators who travel between Yamhill and Carlton will be allotted 20 minutes for travel time in their schedules. This time shall be in addition to their prep time and lunch.

D. Duty

At the beginning of the school year, assignments for hall duty, bus duty, grounds duty, recess duty, etc., will be given to teachers. Duties outside regular classroom work are the responsibility of all members of the faculty. These will be undertaken in a manner so that no one person will have an undue share of such duty.

E. If school is closed:

Teachers do not report to work and **do not** call the absence management system to report an absence as the day may be rescheduled later in the school year if we are closed for more than the two (2) days the state allows us.

F. In the event of a late start:

If an employee is unable to report at the regular time, they are to report 2 hours later than their normal report time.

If an employee is delayed beyond the student arrival time or cannot make it to work because of road conditions the employee must call their building secretary to report the absence in absence management as Unpaid or Personal leave.

ARTICLE 14
Payroll Deductions

A. Association Dues

1. Dues Deduction Authorization

Prior to the first dues deduction of the school year, and then for any employee who becomes a member of the Association after the start of the school year, the Association shall notify District of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each. The Association shall also notify the District when a bargaining unit member should no longer have dues deducted. District shall enact dues deduction changes on the pay period following a notification.

For any new employee who was an Association member at their prior place of employment, District shall backdate dues to their start date.

2. Processing OEA/NEA Dues Deductions

Dues deductions shall be made monthly in an amount equal to one-tenth (1/10) of annual dues. Each fall the Association will communicate to the District by September 1st in what month deductions are to begin. If the Association fails to give notice to the District, deductions shall begin in October. Deductions for employees who join the Association after the beginning of the school year shall be prorated on a twelve-month proration schedule.

3. Processing YCEA Dues Deductions

YCEA dues shall be deducted from each member's paycheck as directed by the YCEA.

4. Remittance of Dues Checks

- a. Data to OEA
Within ten (10) days after each pay period, the District shall send the Association an Excel-compatible register of the NEA/OEA/YCEA dues, including voluntary Association contributions, deducted from each member's paycheck.
- b. Payment to OEA
Within ten (10) days after each pay period, [Employer] shall send to OEA, in a single payment, the combined NEA and OEA dues, including voluntary Association contributions, deducted for the month.
- c. Payment to YCTA
YCTA dues payments will be deducted and paid separately from OEA/NEA dues and shall be remitted to the YCTA Treasurer.

5. Indemnification

The Association agrees to indemnify, defend, and hold the District harmless from employee or former-employee claims, orders, or judgments against the district concerning the dues deductions procedures outlined in this agreement. The Association's obligations are contingent upon the District: 1) giving the Association at least two-week's notice from the date they knew or should have known, in writing, of any claim; 2) and providing the Association and its designated counsel with information in its possession which is necessary for the defense of the claim. The Association's obligation does not extend to criminal allegations or actions brought against the District by the Association. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.

B. Employee Information

1. Employee List

Each September 30th, upon request by the Association, District shall provide to the OEA Membership Specialist an Excel-compatible database of each

employee in the bargaining unit (both active members and non-members) that includes the last four digits of their social security number, employee ID, date of birth, first date of service, FTE, classification or title, PERS classification, worksite, position on the salary schedule. Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within thirty (30) days of hire.

2. Change in Employment Status

District shall promptly notify the OEA Membership Specialist whenever an employee in the bargaining unit is placed on an unpaid leave of absence, retires, is laid off, resigns, or changes their name.

3. Other Deductions:

In addition to standard payroll deduction required by law, other payroll deductions, as approved by the District, may be arranged for in the business office in accordance with School Board policy. All voluntary deductions shall be in writing and shall be given to the Business Manager prior to the monthly payroll deadline.

ARTICLE 15

Travel Pay and Lodging

Travel will be paid in accordance with IRS rate guidelines and reimbursement rates set by the Board of Directors through Board Policy. Reimbursement for travel expenses, lodging, etc., will be made for authorized trips. Application must be made to the Principal and Superintendent in advance for the trip and/or expenses. Payment will be made, with the Principal and Superintendent's approval upon filling out the proper forms and providing the required receipts on or before the next regular pay date deadline.

ARTICLE 16

Tuition Reimbursement

The Yamhill Carlton School District supports the continued professional development of teachers. Under our current Licensed Labor Agreement tuition reimbursement is provided as follows:

The administrative team will review all Professional Development Plans which indicate college credit classes or college credit workshops will be taken. The team will approve courses/workshops for reimbursement that are submitted in each of 4 rounds and subject to available funds. No teacher will be approved for 2 courses/workshops without all those who apply in the round having been approved for at least 1 course/workshop first. In each round if more funds are requested than are available the available dollars will be distributed equally among those who apply. The District will reimburse actual costs or the PSU cost per credit, whichever is lower.

Approval for round one must be submitted by September 15th and will be for classes starting between August 25th and November 25th. A Professional Development Plan as defined in the Licensed Evaluation Handbook will be established with the Supervisor at the end of the year meeting. The plan must indicate any college credit classes or college credit workshops the teacher would like to attend in the fall term or fall Semester of the next school year. The plan will be submitted by the teacher using an online form and approved by their supervisor prior to the end of the contract year. This first round of approval will have access to \$4,000 of the total \$25,000 YCTA Tuition Reimbursement Fund.

Approval for round two must be submitted by December 15th and will be for classes starting between November 26th and February 25th. Each fall teachers will be able to complete a Professional Development Plan form and request courses for the winter term of that year. This second round will be reviewed by the Administrative team and follow the same process identified for the first round. This round will have access to any remaining funds from the first round in addition to \$2,000.

Approval for round three must be submitted by March 15th and will be for classes starting between February 26th and May 25th. Teachers will be able to complete a Professional Development Plan form and request courses for the spring term or spring semester of that year. This third round will be reviewed by the administrative team and follow the same process identified for the first round. This round will have access to any remaining funds from the first two rounds in addition to \$6000.

Approval for round four must be submitted by June 15th and will be for classes starting between May 26th and August 24th. Teachers will be able to complete a Professional Development Plan form and request courses for the summer term or summer semester of that year. This fourth round will be reviewed by the administrative team and follow the

same process identified for the first round. This round will have access to any remaining funds from the first three rounds in addition to \$13,000.

No reimbursement will be approved for courses/workshops submitted that are not pre-approved. Exceptions can be granted by the Superintendent subject to available funds.

- Grade Reports: unofficial transcript verifying successful completion of class within 8 (eight) weeks of the end of the term the classes were taken. The District is under no obligation to reimburse individuals who fail to meet this timeline.
- Only grades of “B” or higher will be reimbursed, unless otherwise approved by the Superintendent. A grade of P will be recognized if the college/university only allows for P/NP credit
- All courses must be from a nationally accredited college or university approved by the Superintendent.
- The District will budget \$25,000 per year for tuition reimbursement for the total members of the Yamhill Carlton Teaching Staff. Any unused funds in tuition reimbursement at the end of each year will roll forward to the next fiscal year.
- The Superintendent’s decision as to all matters of tuition reimbursement shall be deemed to be final.
- An employee that resigns their position with the district that has been reimbursed tuition during the previous twelve months (from the final contracted day of work) will owe ½ the amount of the money they were reimbursed, which will be returned to the Tuition Reimbursement Fund. Resigned employees can set up an installment plan with the district for up to six months from the final contracted day of work to pay back the amount due.

ARTICLE 17

Compensation

A. Salary Schedule

If the contract days are increased or decreased, the salary would be computed proportionally to the number of contract days changed. Salaries for teachers shall be the same as indicated in the salary appendix of this contract. Teachers who are at the bottom of their column and therefore not eligible for a step will be given a \$250 longevity payment instead of a step.

B. Salary per FTE (Full Time Equivalency)

Each full-time teaching position shall be assigned a decimal number of 1.0 FTE which shall represent the amount of time employed at that position. Any position that is assigned less than 1.0 FTE will be represented by assigning a decimal number between 0 and 1.0 FTE which shall represent the amount of time employed compared to a full-time equivalent position. This decimal number shall be determined by the Superintendent and should provide an allowance for prep time for .5 FTE or above.

The decimal number shall be determined by comparing the total number of minutes assigned to the total number of minutes of a full-time position. (For example, if the total work day is 420 minutes and the job assignment is 240 minutes, the decimal is calculated as follows: $240/420=.571$ FTE. Included in the part-time work period shall be a prep period equal to the decimal amount multiplied by the average prep period. (For example, $.571$ FTE x 30 minutes=17 minutes.) A part-time teacher's salary shall be the product of the assigned decimal number to his/her position on the salary schedule.

C. Teaching Experience

Credit for teaching experience outside the District which, in the Superintendent's judgment, is directly related to the position and reported at the time of hire will be granted. "Teaching experience" shall be defined as:

1. Contracted as a probationary, permanent, or temporary teacher in a public school, or
2. Full-day, long-term substituting in the same position for 135 or more days in a public school, or
3. Contracted as a probationary, permanent or temporary teacher in an accredited private school with a state certified teaching license.

There shall be a limit of fifteen (15) years previous experience brought into the District. For teachers hired prior to this contract we will move them up to the highest year based on their experience that does not exceed 16. They will not receive any back pay for years not credited in the past.

D. Pay Dates

Each teacher shall be paid twelve equal payments, September to June with three checks in June, one on the regular pay day of the 15th and two on the last business day in June. Regular pay dates shall be the 15th of each month for all work completed in the previous month. If a regular pay date during the school term falls on a day when school is not in session, teachers shall receive pay on the last day of the school session. In the event of a partial or complete school closure due to lack of funds or for any other emergency beyond the control of the District, there shall be no requirements to pay for time not worked or to make up the lost days, except as specifically provided by Article 14-E of this Agreement.

E. Benefits For Non-Returning Teachers

Any balance in the teacher's contractual salary, due to a teacher not returning to the District, shall be paid on the last day of the school term unless otherwise provided by written consent of the teacher. For teachers who have completed their 190-day contract, insurance benefits will continue to be paid by the District through September. For teachers who do not complete their 190-day contract, insurance payments will end one month following the month of their termination.

F. Vertical Increments

One vertical movement to the next step on the salary schedule will be granted on the basis of successful completion of the teaching assignment each year. To qualify a teacher must complete a minimum of 135 days of their scheduled classroom and/or in-service instruction for the District, as established by the school year calendar. Note: Job share teachers must complete 71% of their work year. Teachers who are at the bottom of their column and therefore not eligible for a step will be given a \$250 longevity payment instead of a step.

G. Horizontal Increments

If the written employee request, accompanied by the course work requirements are completed and verified with official college or university transcripts by December 1, salary adjustments will include retroactive pay to the beginning of the contract year.

If the written employee request, accompanied by the course work requirements are completed and verified with official college or university transcripts by April 15th, salary adjustments will include retroactive pay to the beginning of the 2nd semester.

Courses for horizontal movement must be graduate level courses all courses must be from a nationally accredited college or university approved by the Superintendent.

Courses must be directly related to the teacher's professional development. Courses must be quality course work at the graduate level, and must be directly related to teaching. All courses must be approved by the Superintendent.

H. Extra Duty

Extra Duty pay for teachers shall be the same as indicated in Extra Duty Salary Schedule and by this reference incorporated herein.

I. PERS

The District shall "pick up" the six percent (6%) professional educator contribution required by PERS (Ch. 238)/ OPSRP (Ch. 238(a)). The parties agree that professional educator compensation has been reduced in order to generate the funds needed to make these professional educator contributions.

The full amount of required professional educator contributions paid pursuant to Section I1, above, shall be considered as "salary" with respect to PERS/OPSRP for the purpose of computing a professional educator member's "final average salary" and shall also be considered as "salary" for the purpose of determining the amount of professional educator contribution required to be contributed pursuant to state law.

In the event that during the life of this Agreement it becomes impossible for reasons of law, regulation or decisions of the courts for the District to make contributions to PERS/OPSRP on behalf of professional educators as described above, then:

Six percent (6%) shall be added to each cell of the salary schedule and the salary schedule shall be recomputed on the same index to be effective prospectively;

The District shall be relieved of its obligation to pay the six percent (6%) professional educator contribution required by ORS Ch. 238/ Ch. 238(a).

The District shall deduct the professional educator contribution required by PERS (Ch. 238)/ OPSRP (Ch. 238(a)) from each professional educator's pre-tax gross wages.

The District agrees to adopt a school board resolution to make an election under the IRS code to allow a pre-tax deduction of the six percent (6%) professional educator contribution required by PERS (Ch. 238)/ OPSRP (Ch. 238(a)). Such deduction shall be made from each professional educator's pre-tax gross wages.

All other compensation (e.g. hourly rates, extra duty, and extended duty) shall be considered as "compensation" and shall be determined in accordance with Appendix B: Extra Duty Pay.

ARTICLE 18

Leaves

A. Sick Leave:

The accumulation of sick leave shall be as provided by the current applicable state law. Paid sick leave for members of the bargaining unit is accrued at the rate of ten (10) days per year or one (1) day per full month worked, whichever is greater. Sick leave days are credited to a full-time teacher at the beginning of the school year or upon employment, whichever occurs later. Part time teachers will earn sick leave on a pro-rated basis as established by applicable state sick leave laws. When a teacher has used up all accrued sick leave and protected FMLA/ OFLA leave and there is a definite prospect that the teacher will not return to work, the Board may place the teacher on leave without pay for the remainder of the school year, or until the teacher is certified by a physician to return to work.

Sick leave may be awarded for all reasons allowed under applicable state leave laws. A Doctor's note may be required for sick leave for more than three consecutive (3) days. The District acknowledges that educators only need to request a note to fulfill this obligation and provide it once it has been provided by the medical provider. If an educator can provide evidence of a positive test for Covid-19 they will not require a

note from a medical provider. If a teacher resigns they cannot use more than 1 sick day per week, without a doctor's note.

The District will comply with the Oregon Family Leave Act (OFLA) and the Family Medical Leave Act (FMLA). Medical certification is required to be completed prior to accessing leave under FMLA/OFLA. Accrued sick leave will run concurrently with leave taken in accordance with these laws. The District will allow an employee to use paid sick leave for any leave that is covered under FMLA/OFLA and SB 454. A sick leave absence that requires substitute coverage must be taken in 4 or 8 hour increments. If an in-house substitute is used the absence can be taken in 1-hour increments.

Each licensed staff member will be allowed to contribute up to two (2) of his or her own accrued sick leave days per year to any other licensed employee. The receiving person must have exhausted all of his or her own paid leave before receiving contributed sick leave from a licensed employee and may not receive more than 40 total donated sick leave hours in one school year.

B. Jury Duty Leave:

An employee shall be granted leave with pay for service upon a jury. Any payment for such service, other than mileage, will be turned over to the District by the employee.

C. Bereavement:

Teachers shall be granted up to five (5) days at any time in the event of death of a teacher's immediate family (including spouse, child, parents, brother, sister, grandparents, grandchild, and any other person making permanent residence in the household). In addition, under SB 454 and OFLA a teacher may access an additional 5 days of paid sick leave for the death of an immediate family member. Teachers shall be granted up to three (3) days for any close relatives (including son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, and sister-in-law). All other bereavement leave granted will be at the discretion of the Superintendent.

It is understood that additional days in which the teacher is emotionally unfit to work would be granted under the sick leave provisions.

D. Personal Leave:

Three days of paid personal leave per year, non-cumulative, will be allowed for each teacher. Teachers shall be required to give notice of intent to use this leave. At the end of the contract year the District will grant \$100 to the employee for each unused personal day.

Notification of intent to use personal leave shall be submitted via the online absence management system. The employee is responsible for not submitting a request for more personal days than this leave allows. Except for accident or emergency involving an employee's family or property, notification shall be submitted at least three (3) working days in advance of the proposed leave and a substitute assigned in the absence system. In the case of emergency use of personal leave, an email will be sent to the building secretary and administration requesting use of emergency personal leave and entry of the leave in the substitute management system.

Such leave may be claimed in increments of not less than one-half of the normal school day. Such days may not be used for extending the following school holiday breaks (Labor Day, Thanksgiving Break, Winter Break, Spring Break or Memorial Day). At the discretion of the superintendent, exceptions may be granted.

E. Parental Leave:

Parental leave shall be granted in accordance with applicable leave laws.

F. Military Leave:

Employees who enter the armed services shall be granted a leave of absence subject to the provision of Oregon law.

G. Professional Leave:

With prior approval of the principal and the Superintendent, a teacher may be absent without loss of pay to attend seminars and workshops.

I. Discretionary or Emergency Leave:

Discretionary or emergency leave, may be granted by the Superintendent for purposes not otherwise covered by other District leave policies. The cost of

discretionary leave to the employee shall be the full cost of the teacher's substitute including any benefits and will be borne by employees through payroll deduction.

For the purposes of determining and computing time for leaves of absence, a "day" of leave shall be the amount of time assigned to the teacher's regular day of work.

J. Association Leave:

Upon request the Superintendent may grant up to 40 hours per school year for members to attend Association related training. The Association shall bear the cost of the substitute if one is required.

In addition, grievants, witnesses and Association representatives shall be provided release time to attend grievance meetings, hearings, mediations or arbitrations related to the grievance procedure or the negotiation of the collective bargaining agreement with no loss of salary or benefits. Association shall bear the cost of the substitute if one is required.

K. Leave / Canceled School

Paid leave shall not be charged if school is canceled. All leave entered in the absence management system for a closure day will be reversed.

L. Leave of Absence

Upon request by a teacher, leaves of absence without pay for periods up to three (3) months may be granted with the approval of the Superintendent.

The Board may grant an unpaid leave of absence over three (3) months and up to one (1) year, unless the law allows for a longer period.

ARTICLE 19
Fringe Benefits

A. Medical/Dental/Vision Insurance:

The District will provide a medical, vision and dental insurance plan for teachers. Any participation requirement of the carrier must be complied with.

Teachers working .5 FTE to .74 FTE will receive 50% of the District Benefit toward coverage.

Teachers working .75 FTE or over will receive 100% of the District Benefit toward coverage.

The District will pay \$1485 monthly during the first year of the contract, \$1520 in the second year and \$1555 in the third year of the contract towards Medical, Dental and Vision Insurance premiums. In addition, members will each receive \$35 a month for each month retro to September (October Premiums) 2022 for their insurance increase missed prior to the 2022-2023 agreement being put in place. This will be paid in a lump sum added to the April payroll check.

B. Insurance Opt-Out Benefit

In accordance with the requirements established by the District's insurance provider members with dual coverage insurance may "opt out" with proof they are already covered by other group insurance per OEBC requirements. To avoid jeopardizing the rate participation, requirements specified by the carrier must be met. There should be an annual open enrollment period in September of each year to allow eligible employees the opportunity to opt out of insurance coverage. If an eligible employee chooses to opt out of insurance coverage, the decision to opt out shall be effective until the next open enrollment period. If an employee loses other insurance they must notify the District and immediately re-enroll for insurance coverage. An eligible employee who opts out of insurance by meeting the above requirements shall receive a monthly stipend equal to 30% of District's monthly contribution towards insurance in lieu of the contractual District benefit. The stipend will be considered taxable income.

C. Oregon Educator Benefit Board

Upon entering into OEBC, the benefit program(s) identified shall be provided only in accordance with the underwriting rules and regulations set forth by the carrier(s) in the policy/policies retained by the policyholder. If there is a substantial change in plan design by the OEBC the parties will enter into interim negotiations pursuant to ORS 243.698.

It is understood and agreed that any employee eligible for insurance coverage under any plan offered by OEBC, but who does not meet the requirement for eligibility under this contract, will not be eligible to receive any District contribution.

Furthermore, by enrolling in any of the plans any employee who is ineligible for the District contribution agrees to a payroll deduction for the full premiums of selected plans including any administrative fees.

District contribution of funds may only be used towards the purchase and/or fees of primary Medical, Dental, or Vision Insurance. No part of the District contribution may be used towards administrative fees imposed by OEBC for any other coverage not listed above or any other costs associated with the insurance program(s) beyond the negotiated contribution. No "unused employer contribution" funds may be used toward other coverage and/or paid as cash.

- D. Early Retirement: Any member of the bargaining unit who had three (3) years of service in the District as of June, 30th, 2008, will be grandfathered into the 2007-2008 early retirement benefit. No other employees will be eligible for this benefit. *(The retirement benefit is listed below only as a reference for employees who were grandfathered into the plan);*
(Any employee with ten (10) years of service in the District and qualifies for early retirement through PERS, may retire and receive up to \$350 per month for a maximum of seven (7) years, to be applied toward the Retiree Insurance Plan(s) available through the District carrier. The employee must select early retirement at one of three specific times based on eligibility under PERS rules:
1. *When the employee completes thirty (30) years of service;*
 2. *when the employee reaches age 55 by Labor Day of the year; or*
 3. *when the employee reaches age 58 by Labor Day of the year.*

The employee shall give the District written notice of his/her intent to retire by April 15, prior to retirement. Actual retirement from the District must occur at the end of a school year.

The monthly payment by the District will cease when the employee dies, obtains health insurance coverage through any government or employer plan, when he/she resumes participation in the Public Employees Retirement System in any employment capacity, or when the retiree reaches age 65. (Or when the seven years of payments have been met.)

The District will allow the early retiree to maintain group medical/dental/vision insurance through the District policy, if available at the expense of the retiree until age 65.)

ARTICLE 20
Work Stoppage

- A. No Strike:
The Association will not authorize, cause, engage in or sanction any form of illegal concerted work stoppage during the life of this agreement.

- B. No Lockout:
The District agrees that during the term of this agreement, there will be no lockout of employees.

- C. Negotiations:
Exception to this Article may occur only as a result of negotiations in accordance with ORS 243.650 to 243.782 and pursuant to ARTICLE 3 - Maintenance of Standards, of this agreement.

ARTICLE 21
Corrective Action Guidelines

- A. Progressive Discipline: This agreement does not determine what level of discipline should be imposed, but the District shall follow the principles of progressive discipline. The discipline will be determined by the District based upon the specific circumstances of the situation. The District, school or principal should use corrective action when a teacher has violated a work rule, job duty or responsibilities, or where other good or just cause exists. These rules and directives should be communicated verbally, or in writing to the teachers, and cannot conflict with law, District policy or the terms of the Agreement.

- B. Schedule Meeting: The designated school administrator will schedule a meeting with the teacher at a date, time and location designated by the District after giving advance notice to the teacher that the meeting might reasonably result in corrective action. The teacher will make every effort to attend the meeting as scheduled by the

District, but in the event he/she is unable to attend at the designated time, the employee shall inform the designated school administrator so that the meeting may be rescheduled within a reasonable period of time (usually within 48 hours). The teacher may elect to be accompanied at this meeting by an Association representative; all meetings will be scheduled outside of school hours or the Association representative shall be permitted to conduct Association business directly related to the meeting during school hours. If the teacher fails to give notice of his/her inability to meet and fails to meet with the designated school administrator at the designated date, time and location, such failure will not limit the District's right to implement corrective action in accordance with this Agreement.

Corrective action may include one or a combination of the following:

1. **Letter of Expectation:** constitutes written notice to the teacher that certain types of behavior are prohibited and that future misconduct may result in more serious corrective action or other discipline. The document will include: Teacher's name; date; general area of concern (e.g., "It is expected that teachers at the Yamhill Carlton School District will report to work as scheduled"). Letters of Expectation will not be considered disciplinary.
2. **Letter of Directive:** constitutes written notice to the teacher that certain types of behavior are prohibited and that future misconduct may result in more serious corrective action or other discipline up to and including dismissal. The document will include: Teacher's name; date; situation needing improvement; facts of the situation (what, where, when, who); any previous discussions and instructions with the teacher on this situation; the actions to be taken; reasonable period of time, if appropriate, to correct behavior; the consequences for failure to correct the behavior; and a statement advising the teacher of the right to attach a written explanation. A copy of this letter will be placed in the teacher's personnel file. The teacher must be told of such decision and provided with an opportunity to review the letter of directive and to sign the copy of the letter as an acknowledgement of receipt. If the teacher refuses or fails to sign the copy of the letter of directive, the letter will still be placed in the teacher's personnel file with an indication that the teacher refused to sign the letter of directive. Any written explanation provided by

the teacher shall be attached to the letter of directive in the personnel file.

3. **Letter of Reprimand:** constitutes written notice to the teacher that certain types of the teacher's behavior are prohibited and that future misconduct may result in more serious corrective action or other discipline up to and including dismissal. Letters should describe the areas of behavior needing improvement, the actions needed to be taken, a reasonable period of time, if appropriate, to correct the behavior; the consequences for failure to correct the behavior; and a statement advising the teacher of the right to attach a written explanation. A copy of this letter will be placed in the teacher's personnel file. The teacher must be provided with an opportunity to review the letter of reprimand and to sign the copy of the letter as an acknowledgment of receipt. If the teacher refuses or fails to sign the copy of the letter of reprimand, the letter will still be placed in the teacher's personnel file with an indication that the teacher refused or failed to sign the letter of reprimand.

The distinction between a Letter of Expectation and Letter of Directive or Letter of Reprimand: A Letter of Expectation may be placed in a "working file" at the discretion of the designated school administrator issuing the letter.

A Letter of Directive or Letter of Reprimand will be placed in the teacher's personnel file.

The distinction between a Letter of Directive and a Letter of Reprimand:

A Letter of Reprimand is reserved for serious or repeated infractions at the discretion of the designated school administrator issuing the letter.

The issuance of Letters of Expectation and Directive are non-grievable unless the issuance violates teacher's "Due Process" rights.

ARTICLE 22

Funding

The parties recognize the revenue needed to fund the compensation and other economic provisions provided by this agreement must be provided by established budgeted procedures. All such compensation is therefore contingent upon sources of revenue. The Board has no intention of reducing the compensation specified in this agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the

bargaining unit or economic compensation or benefits covered by the agreement. The Board agrees to include in its budget request sufficient to fund the compensation provided by the agreement, but makes no guarantee as to passage of such budget requests.

When economic conditions prevent the District from funding the terms of this contract at the current level of employment, either party may, by written letter, open the economic provisions of this contract for replacement by negotiation.

ARTICLE 23
Effect of Agreement

It is understood and agreed that the specific provisions contained in this Agreement shall be adopted by the Board and shall prevail over District practices and procedures with which they are specifically in conflict and will also prevail over conflicting state laws, only to the extent permitted by state law. In the absence of specific restrictive provisions in this Agreement, the District shall be free to continue, alter, or institute practices or procedures as seen fit, provided, however, that no practices or procedures shall be contrary to law or the terms of this Agreement.

All teacher contracts shall conform to the terms of this Agreement.

ARTICLE 24
Savings Clause

If any portion or provision of this contract is held to be illegal or invalid by operation of law, or if compliance with or enforcement of any provision should be restrained by law, the remainder of the agreement shall not be affected thereby. Upon request of either party, negotiations may be reopened on that item only to arrive at a mutually satisfactory replacement for such portion or provision.

SIGNATURE PAGE

EXECUTED ON the date of signature by the parties.

Representing Yamhill Carlton School District No. 1


Susan Fitzgerald, Chairman of the Board

4/7/23
Date


Clint Barker, Superintendent

4/7/23
Date

Representing Yamhill Carlton Teachers Association:


Morgan Bishop, YCTA President

4-24-23
Date

**Yamhill Carlton School District
Licensed Salary Schedule
2022-2023**

	BA	BA+24	BA+45	BA+60 MA	BA+83 MA+23	BA+105 MA+45	
Hired after 7/1/2001	BA	BA+24	BA+45	BA+60 MA	BA+105 MA+23	MA+45	
1	42,967	44,528	46,085	47,646	49,205	50,763	1
2	44,528	46,085	47,646	49,205	50,763	52,326	2
3	46,085	47,646	49,205	50,763	52,326	53,885	3
4	47,646	49,205	50,763	52,326	53,885	55,442	4
5	49,205	50,763	52,326	53,885	55,442	57,003	5
6	50,763	52,326	53,885	55,442	57,003	58,562	6
7	52,326	53,885	55,442	57,003	58,562	60,122	7
8	53,885	55,442	57,003	58,562	60,122	61,679	8
9	55,442	57,003	58,562	60,122	61,679	63,239	9
10	57,003	58,562	60,122	61,679	63,239	64,801	10
11	58,562	60,122	61,679	63,239	64,801	66,359	11
12		61,679	63,239	64,801	66,359	67,918	12
13		63,239	64,801	66,359	67,918	69,478	13
14			66,359	67,918	69,478	71,036	14
15			67,918	69,478	71,036	72,593	15
16			69,478	71,036	72,593	74,153	16
17			71,036	72,593	74,153	75,715	17
18			72,593	74,153	75,715	77,275	18
19					77,275	78,832	19
20						80,395	20
21						81,948	21

Increase 6.8%

**Yamhill Carlton School District
Licensed Salary Schedule
2023-2024 A**

				BA+60	BA+83	BA+105	
	BA	BA+24	BA+45	MA	MA+23	MA+45	
Hired after 7/1/2001				BA+60	BA+105		
	BA	BA+24	BA+45	MA	MA+23	MA+45	
1	43,826	45,419	47,007	48,599	50,189	51,778	1
2	45,419	47,007	48,599	50,189	51,778	53,373	2
3	47,007	48,599	50,189	51,778	53,373	54,963	3
4	48,599	50,189	51,778	53,373	54,963	56,551	4
5	50,189	51,778	53,373	54,963	56,551	58,143	5
6	51,778	53,373	54,963	56,551	58,143	59,733	6
7	53,373	54,963	56,551	58,143	59,733	61,324	7
8	54,963	56,551	58,143	59,733	61,324	62,913	8
9	56,551	58,143	59,733	61,324	62,913	64,504	9
10	58,143	59,733	61,324	62,913	64,504	66,097	10
11	59,733	61,324	62,913	64,504	66,097	67,686	11
12		62,913	64,504	66,097	67,686	69,276	12
13		64,504	66,097	67,686	69,276	70,868	13
14			67,686	69,276	70,868	72,457	14
15			69,276	70,868	72,457	74,045	15
16			70,868	72,457	74,045	75,636	16
17			72,457	74,045	75,636	77,229	17
18			74,045	75,636	77,229	78,821	18
19					78,821	80,409	19
20						82,003	20
21						83,587	21

Increase 2% - July 1, 2023
Increase additional 2% - February 5, 2024

**Yamhill Carlton School District
Licensed Salary Schedule
2023-2024 B**

	BA	BA+24	BA+45	BA+60 MA	BA+83 MA+23	BA+105 MA+45	
Hired after 7/1/2001	BA	BA+24	BA+45	BA+60 MA	BA+105 MA+23	MA+45	
1	44,686	46,309	47,928	49,552	51,173	52,794	1
2	46,309	47,928	49,552	51,173	52,794	54,419	2
3	47,928	49,552	51,173	52,794	54,419	56,040	3
4	49,552	51,173	52,794	54,419	56,040	57,660	4
5	51,173	52,794	54,419	56,040	57,660	59,283	5
6	52,794	54,419	56,040	57,660	59,283	60,904	6
7	54,419	56,040	57,660	59,283	60,904	62,527	7
8	56,040	57,660	59,283	60,904	62,527	64,146	8
9	57,660	59,283	60,904	62,527	64,146	65,769	9
10	59,283	60,904	62,527	64,146	65,769	67,393	10
11	60,904	62,527	64,146	65,769	67,393	69,013	11
12		64,146	65,769	67,393	69,013	70,635	12
13		65,769	67,393	69,013	70,635	72,257	13
14			69,013	70,635	72,257	73,877	14
15			70,635	72,257	73,877	75,497	15
16			72,257	73,877	75,497	77,119	16
17			73,877	75,497	77,119	78,744	17
18			75,497	77,119	78,744	80,366	18
19					80,366	81,985	19
20						83,611	20
21						85,226	21

Increase 2% - July 1, 2023
Increase additional 2% - February 5, 2024

**Yamhill Carlton School District
Licensed Salary Schedule
2023-2024 C**

				BA+60	BA+83	BA+105	
	BA	BA+24	BA+45	MA	MA+23	MA+45	
Hired after 7/1/2001				BA+60	BA+105		
	BA	BA+24	BA+45	MA	MA+23	MA+45	
1	44,229	45,836	47,438	49,045	50,650	52,254	1
2	45,836	47,438	49,045	50,650	52,254	53,863	2
3	47,438	49,045	50,650	52,254	53,863	55,468	3
4	49,045	50,650	52,254	53,863	55,468	57,070	4
5	50,650	52,254	53,863	55,468	57,070	58,677	5
6	52,254	53,863	55,468	57,070	58,677	60,282	6
7	53,863	55,468	57,070	58,677	60,282	61,888	7
8	55,468	57,070	58,677	60,282	61,888	63,490	8
9	57,070	58,677	60,282	61,888	63,490	65,096	9
10	58,677	60,282	61,888	63,490	65,096	66,704	10
11	60,282	61,888	63,490	65,096	66,704	68,308	11
12		63,490	65,096	66,704	68,308	69,913	12
13		65,096	66,704	68,308	69,913	71,518	13
14		-	68,308	69,913	71,518	73,122	14
15		-	69,913	71,518	73,122	74,725	15
16		-	71,518	73,122	74,725	76,331	16
17		-	73,122	74,725	76,331	77,939	17
18		-	74,725	76,331	77,939	79,544	18
19		-	-	-	79,544	81,147	19
20		-	-	-	-	82,756	20
21		-	-	-	-	84,355	21

Combined

Increase 2% - July 1, 2023

Increase additional 2% - February 5, 2024

**Yamhill Carlton School District
Licensed Salary Schedule
2024-2025 A**

	BA	BA+24	BA+45	BA+60 MA	BA+83 MA+23	BA+105 MA+45	
Hired after 7/1/2001	BA	BA+24	BA+45	BA+60 MA	BA+105 MA+23	MA+45	
1	45,580	47,235	48,887	50,543	52,196	53,850	1
2	47,235	48,887	50,543	52,196	53,850	55,507	2
3	48,887	50,543	52,196	53,850	55,507	57,161	3
4	50,543	52,196	53,850	55,507	57,161	58,813	4
5	52,196	53,850	55,507	57,161	58,813	60,469	5
6	53,850	55,507	57,161	58,813	60,469	62,122	6
7	55,507	57,161	58,813	60,469	62,122	63,778	7
8	57,161	58,813	60,469	62,122	63,778	65,429	8
9	58,813	60,469	62,122	63,778	65,429	67,084	9
10	60,469	62,122	63,778	65,429	67,084	68,741	10
11	62,122	63,778	65,429	67,084	68,741	70,393	11
12		65,429	67,084	68,741	70,393	72,048	12
13		67,084	68,741	70,393	72,048	73,702	13
14			70,393	72,048	73,702	75,355	14
15			72,048	73,702	75,355	77,007	15
16			73,702	75,355	77,007	78,661	16
17			75,355	77,007	78,661	80,319	17
18			77,007	78,661	80,319	81,973	18
19					81,973	83,625	19
20						85,283	20
21						86,931	21

Increase 2% - July 1, 2024
Increase additional 2% - First day of 2nd Semester

**Yamhill Carlton School District
Licensed Salary Schedule
2024-2025 B**

	BA	BA+24	BA+45	BA+60 MA	BA+83 MA+23	BA+105 MA+45	
Hired after 7/1/2001	BA	BA+24	BA+45	BA+60 MA	BA+105 MA+23	MA+45	
1	46,473	48,161	49,845	51,534	53,220	54,906	1
2	48,161	49,845	51,534	53,220	54,906	56,596	2
3	49,845	51,534	53,220	54,906	56,596	58,282	3
4	51,534	53,220	54,906	56,596	58,282	59,966	4
5	53,220	54,906	56,596	58,282	59,966	61,654	5
6	54,906	56,596	58,282	59,966	61,654	63,340	6
7	56,596	58,282	59,966	61,654	63,340	65,028	7
8	58,282	59,966	61,654	63,340	65,028	66,712	8
9	59,966	61,654	63,340	65,028	66,712	68,400	9
10	61,654	63,340	65,028	66,712	68,400	70,089	10
11	63,340	65,028	66,712	68,400	70,089	71,774	11
12		66,712	68,400	70,089	71,774	73,460	12
13		68,400	70,089	71,774	73,460	75,147	13
14			71,774	73,460	75,147	76,832	14
15			73,460	75,147	76,832	78,517	15
16			75,147	76,832	78,517	80,204	16
17			76,832	78,517	80,204	81,894	17
18			78,517	80,204	81,894	83,581	18
19					83,581	85,264	19
20						86,955	20
21						88,635	21

Increase 2% - July 1, 2024
 Increase additional 2% - First day of 2nd Semester
4% Increase from 2023-2024 B

**Yamhill Carlton School District
Licensed Salary Schedule
2024-2025 C**

	BA	BA+24	BA+45	BA+60 MA	BA+83 MA+23	BA+105 MA+45	
Hired after 7/1/2001	BA	BA+24	BA+45	BA+60 MA	BA+105 MA+23	MA+45	
1	45,998	47,669	49,336	51,007	52,676	54,344	1
2	47,669	49,336	51,007	52,676	54,344	56,017	2
3	49,336	51,007	52,676	54,344	56,017	57,686	3
4	51,007	52,676	54,344	56,017	57,686	59,353	4
5	52,676	54,344	56,017	57,686	59,353	61,024	5
6	54,344	56,017	57,686	59,353	61,024	62,693	6
7	56,017	57,686	59,353	61,024	62,693	64,363	7
8	57,686	59,353	61,024	62,693	64,363	66,030	8
9	59,353	61,024	62,693	64,363	66,030	67,701	9
10	61,024	62,693	64,363	66,030	67,701	69,372	10
11	62,693	64,363	66,030	67,701	69,372	71,040	11
12		66,030	67,701	69,372	71,040	72,709	12
13		67,701	69,372	71,040	72,709	74,379	13
14		-	71,040	72,709	74,379	76,047	14
15		-	72,709	74,379	76,047	77,714	15
16		-	74,379	76,047	77,714	79,384	16
17		-	76,047	77,714	79,384	81,057	17
18		-	77,714	79,384	81,057	82,726	18
19		-	-	-	82,726	84,393	19
20		-	-	-	-	86,067	20
21		-	-	-	-	87,729	21

Combined

Increase 2% - July 1, 2024

Increase additional 2% - January 31, 2025

Yamhill Carlton School District
Extra Duty Contract Job Descriptions
Effective July 1, 2022

Appendix B

WEB Coordinator - Teacher prepares and trains 8th grade students to mentor and support students who are new to the Intermediate School. The teacher creates a system to select and train the WEB students. It is expected that the training of students will take place during non-contract hours.

IS Student Council/Activities - The teacher occasionally works after school with students' in leadership activities that benefit the intermediate school.

Theater Arts Director - The teacher is responsible for after school Musical and Drama productions at YCIS and YCHS. At a minimum this should include:

1. 2 yearly productions that involve selected students 7-12. These students may or may not include students that are in drama electives.
2. 1 spring performance that includes selected students 1-8. These students may or may not include students that are in drama electives.
3. Drama Coaches - This funding is for hiring technical assistants that are used for productions. For instance, a piano accompanist, a lighting specialist, etc.

YCES Stage Performances –

1. The instructor will complete five (5) evening stage class performances for grades K-4.
2. YCES Stage Productions Sound Assistant – This funding is for hiring an assistant for the elementary productions.

Academic Coaching - These positions are for teachers who desire to run academic programs that require an extended time commitment beyond the classroom. The program must have a significant student performance component to it. The student performance component can be arranged in one of two ways:

1. It can connect to a statewide or national organization that has a competition or cumulative event associated with it.
 - Examples include: Mock Trial, Model United Nations, Battle of the Books, Lego Robotics, First Robotics, Geography Bee, etc.

2. The program could also have a focused skill the students are learning that will conclude with a culminating project.
 - Examples include: The I3 Academy, a computer club where the students are learning to build a computer, a gardening club where the students are producing plants for sale, etc.
3. The students involved must meet outside the normal school hours for a significant part of their practice or preparation.
 - The program must be open to participation for students from multiple grade levels.
 - The program must be open to all students in the school district that the program is designed to serve and cannot be exclusive to students in a single course. For instance, students involved in Battle of the Books cannot be limited to Advanced English Classes.
 - When an academic activity extends into qualified post-season competition, an extended extra-duty salary will be paid equal to .5% for Academic Advisors.

Athletic Coaches – When an athletic activity extends into qualified post-season competition, an extended extra-duty salary will be paid equal to 1% for Varsity Head Coaches and .5% for Assistant Coaches.

Instrumental Music Director - The teacher is required to produce after school performances by students in the instrumental music classes. The director shall meet with students outside of the class period/school day, as necessary, in order to prepare students for honor groups, solo/ensemble festivals, etc. This shall also include helping students record auditions for the same.

1. Each advanced ensemble should perform at least three times per academic year, dates to be determined at the professional discretion of the Director.
2. Each beginning ensemble will perform at the professional discretion of the Director.
3. A pep band should be scheduled to play at each home varsity football game while school is in session and at least 50% of both the girls' and boys' varsity home league basketball games after winter break. "Double headers" will count as two separate games. The total number of football and basketball games that the band

performs at, excluding playoff games, shall not exceed 14 and a limit of one performance obligation per week should be maintained.

SPED - Special Education teachers are required to conduct frequent IEP meetings and some student assessments after hours. This extra duty position acknowledges that requirement of extra time.

Counselors - In consultation between the counselor and the building administrator, a recommendation can be made to the Superintendent for additional work days (beyond the 6 allowed in the contract) in the summer. Superintendent approval is required.

Alliance Academy -

1. **The Alliance Academy** Coordinator supports full time K-8 Alliance Academy teachers, extra duty K-8 Alliance teachers, Alliance support staff, the Alliance high school program and its cooperating teachers. The caseload for a full time Alliance Academy teacher is 40 during the 2022-2023 school year, 42 during the 2023-2024 school year and 44 during the 2024-2025 school year.
2. The district may add additional FTE to the program as follows: a new full time teacher for every 50 students in the program. A .5 or .75 FTE can also be added with corresponding number of students (20, 21 or 22 for .5 and 30, 31 and 33 for .75) A meeting will be held annually to discuss enrollment numbers, the potential need for additional teachers and/or coordinator workload adjustments.
3. Teachers who have a regular teaching assignment during the regular business hours can also serve as Extra Duty teachers of Alliance Academy students. They are expected to serve the AA students after regular hours, but may use YCSD facilities and equipment to do so.
 - Teachers are paid on a monthly basis for the number of students they serve during the month. Extra Duty teachers can serve up to 10 students each if they are a full-time teacher and part time teachers can serve up to 20.
 - 1st year teachers that are also 1st year probationary teachers will be excluded from AA Extra Duty opportunities.
4. AA Director will make the decisions on which teachers get students for Extra Duty and will do their best to distribute them equitably. Keeping families together with one teacher will be a priority.

5. Alliance teachers are eligible to receive a mileage reimbursement for monthly home visits.
6. Alliance teachers are eligible to flex their time for necessary appointments with prior supervisor approval.
7. Teachers can begin their contract year 2 days early in order to facilitate curriculum organization and pick up by parents. In exchange, they will not work the two days during the week of Thanksgiving break.
8. Reasonable deviations from the guidelines listed above will be considered and up to the AA Director.