

**YAMHILL CARLTON SCHOOL DISTRICT NO.1**

**BOARD OF DIRECTORS**

Yamhill Carlton School District Board Room  
120 N Larch Place, Yamhill, OR 97148

Thursday, August 9th 2018

Work Session – 6:30 PM

**MINUTES**

Board Members: Jami Egland, Tim Pfeiffer, Jack Bibb, S. FitzGerald and Ken Watson.

DO/Administration Staff: Superintendent Charan Cline, Director of Fiscal Services Tami Zigler, Board Secretary Michelle Rettke, YCHS Assistant Principal Matt Wiles, YCHS Principal Greg Neuman, YCIS Principal/Special Ed Director John Horne, YCIS Associate Principal Chad Tollefson, and YCES Principal Lauren Berg

Also Present: P. Manson, G. Manson, G. Dromgoole, B. King, K. Cope and E. Chadwick

Call to Order Work Session - 6:30pm by Jami Egland

- I. Sub Committee Reports
  - a. Facilities and Transportation
    - i. Facilities Committee Report (T. Pfeiffer) – No meeting this month. DO remodel done over summer, Life Skills at YCIS remodel done, working on cleaning carpets and floors, getting new tank ready to be set
    - ii. Citizen Oversight Committee (M. Paolo) – Read Letter and reports that COC has officially voted to disband. J. Bibb spoke on behalf of the board and thanked the COC for their work. The value engineering was valuable. J. Egland also thanked them for their time and hard work
    - iii. Bond Project Manager Report (M. Marino) – Report presented. See Board Packet. Working on getting easement to the city of Yamhill for fire lane.
  - b. Negotiations – Nothing new to report
  - c. Board Policy (K. Watson) – Nothing new to report
  - d. Curriculum (S. FitzGerald) – No meeting over the summer
  - e. Activities (T. Pfeiffer) – S. Van De Grift hired as Cross Country Coach
  - f. Finance (J. Egland) – No meeting over the summer
  - g. Communications (S. FitzGerald) - Derby days float was success. Strategic plans were printed and pass out a registration on August 8th
  - h. Safety & Security – No meeting over the summer – still exploring the possibility of SRO in the future.

With no further discussion, the meeting adjourned 7:00 pm.

Minutes by: Michelle Rettke, Board Secretary

**YAMHILL CARLTON SCHOOL DISTRICT NO.1**

**BOARD OF DIRECTORS**

Yamhill Carlton School District Board Room  
120 N Larch Place, Yamhill, OR 97148

Thursday, August 9th, 2018

Regular Session – 7:00 PM

**MINUTES**

Board Members: Jami Eglund, Tim Pfeiffer, Jack Bibb, Susan FitzGerald and Ken Watson.

DO/Administration Staff: Superintendent Charan Cline, Director of Fiscal Services Tami Zigler, Board Secretary Michelle Rettke, YCHS Assistant Principal Matt Wiles, YCHS Principal Greg Neuman, YCIS Principal/Special Ed Director John Horne, YCIS Associate Principal Chad Tollefson, YCES Principal Lauren Berg and Food Service Manager Shiloh Ficek

Also Present: P. Manson, G. Manson, G. Dromgoole, B. King, K. Cope & E. Chadwick

- I. Flag Salute
- II. Called to order by Chair Jami Eglund at 7:00pm
- III. Individuals, Delegations, Recognition and Communications

IV. Review of Agenda

*S. FitzGerald motioned to approve the agenda as presented. J. Bibb seconded. All in favor, motion carried.*

V. Nominate & Approve Board Chair and Vice Chair

*S. FitzGerald moved to nominate and approve J. Eglund to serve as Board Chair for the 2018-2019 School Year. J. Bibb seconded. All in favor, motion carried.*

*S. FitzGerald moved to nominate and approve T. Pfeiffer to serve as Board Vice Chair for the 2018-2019 School Year. J. Bibb seconded. All in favor, motioned carried.*

VI. Appoint Committee Members (Negotiations & Policy)

*S. FitzGerald moved to appoint K. Watson & S. FitzGerald to the Negotiations and Policy Committee. J. Bibb*

VII. 2018-2019 Appointments & Designations

*T. Pfeiffer moved to accept the 2018-19 Appointments and Designations as presented. K. Watson seconded. All in favor, motion carried.*

VIII. Approve Meeting Schedule

*K. Watson moved to accept the Board Meeting Calendar as presented. T. Pfeiffer seconded. All in favor, motion carried.*

IX. Regular Session – Consent Agenda

Strike line from Regular Session minutes of 6/14/2018 under New Business, GMP #8 (lines 3 and 4) that read “S. FitzGerald motioned to approve GMP #7 as presented. T. Pfeiffer seconded. All in favor motion carried.” Inadvertently copied from May minutes.

*K. Watson motioned to approve the consent agenda with revision to the 6/14/2018 Regular Session Minutes. J. Bibb seconded. All in favor, motion carried.*

X. Announcements and Report

I. Financial Report and List of Bills

K. Watson motioned to accept the Financial Report and List of Bills for June 2018 as presented. S. FitzGerald seconded. All in favor, motion carried.

S. FitzGerald motioned to accept the List of Bills for July 2018 as presented. K. Watson second. All in favor, motion carried.

II. District Facilities – Brian King – Got a new roof on the stadium, cafeteria boiler has been replaced, just hired a new custodian, AK Landscaping to do mowing of athletic fields.

III. Superintendent’s Report – Strategic plans were printed and handed out at registration on August 8<sup>th</sup>.

XI. New Business

I. Approve Board, District & Superintendent Goals

*K. Watson motioned to accept the Board, District & Superintendent Goals for the 2018-19 School year as presented. J. Bibb seconded. All in favor, motion carried.*

II. Citizen Oversight Committee

*T. Pfeiffer motioned to accept the recommended disbandment of the Citizen Oversight Committee as all bond funds have been allocated and as requested by the Citizen Oversight Committee. S. FitzGerald seconded. All in favor, motion carried.*

III. YCIS Student Achievement Recognition Discussion

C. Tollefson reported that they are working to establish and communicate guidelines at the beginning of the year for Principal Awards, Subject Area Awards, Citizenship Awards and Presidential Award

K. Watson appreciates work that has been done to address parent concerns in regards to Student Achievement Recognition.

IV. Beginning of Year – Important Dates

Provided in Board Packet

V. All Staff In-service Breakfast

August 27<sup>th</sup> at 7:15am in YCIS Gym

VI. First day of School Location Assignments

YCES = S. FitzGerald and T. Pfeiffer

YCIS = K. Watson and J. Egland

YCHS = J. Bibb

Show up at 7:45am

*At 7:29pm S. FitzGerald motioned that the Board go into Executive Session per ORS 192.660(2)(f) Records Exempt from Public Inspection with Possible action in Open Session. T. Pfeiffer seconded. All in favor, motion carried.*

**XII. Executive Session per ORS 192.660(2)(f) Records Exempt from Public Inspection with Possible action in Open Session**

*At 7:40pm S. FitzGerald motioned that the Board return to Open Session. T. Pfeiffer seconded. All in favor, motion carried.*

*K. Watson motioned to pursue legal action. S. FitzGerald seconded. All in favor, motion carried.*

With no further discussion the meeting was adjourned at 7:42pm

Minutes by: Michelle Rettke, Board Secretary

# Yamhill Carlton School District Human Resources Board Report September 2018



## **Resignation**

Greg Neuman (YCHS Principal)

Eben Fernando-Heldreth (YCSD Orchestra & Band Instructor)

## **New Hires**

Robin O'Farrell (YCHS/YCIS IA Behavior)

Patti Bertrand (YCIS Lead Secretary)

Shaunna Kaufmann (YCSD Confidential Secretary/Communication Specialist)

Kristin Nance (YCIS 5th Grade Teacher)

## **2018-19 Open/Unfilled Positions**

YCES IA - Life Skills

YCSD Orchestra Band Instructor

YCHS Interim Principal



# Oregon

Kate Brown, Governor

## Department of Human Services

Aging and People with Disabilities

Disability Determination Services

3150 Lancaster Dr NE

Salem, OR 97305-1350

Fax: 1-866-432-9178

Toll Free: 1-800-452-2147



July 27, 2018

Mr. Charan Cline, Superintendent  
Yamhill-Carlton School District  
Yamhill, Oregon 97148

Subj: Addt'l Surplus Computer Equipment

Dear Mr. Cline:

As you recall from previous communications, we have recently upgraded our desktop computer systems. We have declared our old systems and associated equipment surplus. In April of this year we previously donated computer systems and associated equipment to the Yamhill-Carlton School District for their use. At that time, we also advised you that there would be additional computers and associated equipment that would become available. That additional equipment is now ready to go to your school district, and is listed on the attached sheets. These computer systems have been completely "wiped" of any information and operating systems, but were functioning when they were removed from service. All computers and equipment are donated on an "as is" basis with no guarantees or warranties of any kind. This marks the end of our surplus equipment at this time.

Our sincere hope is that this equipment will be beneficial to the students and staff at Y-C, and that you are able to make good use of the equipment in your operations. We wish you the best in educating the students at Yamhill-Carlton, and are glad that you are able to use this equipment in that endeavor.

Sincerely,

Jay Minten, Program Director  
Oregon Disability Determination Services

Cc: Murray Paolo, IT Manager, Oregon DDS



Serial	Mfg	Type
MXL3041YJ7	Hewlett-Packard	Elite 8300
MXL3041YJB	Hewlett-Packard	Elite 8300
MXL3041YJM	Hewlett-Packard	Elite 8300
MXL3041YJW	Hewlett-Packard	Elite 8300
MXL3041YK4	Hewlett-Packard	Elite 8300
MXL3041YK8	Hewlett-Packard	Elite 8300
MXL3041YKD	Hewlett-Packard	Elite 8300
MXL3041YKL	Hewlett-Packard	Elite 8300
MXL3041YKS	Hewlett-Packard	Elite 8300
MXL3041YKW	Hewlett-Packard	Elite 8300
MXL3041YKZ	Hewlett-Packard	Elite 8300
MXL3041YL3	Hewlett-Packard	Elite 8300
MXL3041YL4	Hewlett-Packard	Elite 8300
MXL3041YL5	Hewlett-Packard	Elite 8300
MXL3041YL8	Hewlett-Packard	Elite 8300
MXL3041YLB	Hewlett-Packard	Elite 8300
MXL3041YLD	Hewlett-Packard	Elite 8300
MXL3041YLH	Hewlett-Packard	Elite 8300
MXL3041YLQ	Hewlett-Packard	Elite 8300
MXL3041YLR	Hewlett-Packard	Elite 8300
MXL3041YLV	Hewlett-Packard	Elite 8300
MXL3041YM1	Hewlett-Packard	Elite 8300
MXL3041YMK	Hewlett-Packard	Elite 8300
MXL3041YMM	Hewlett-Packard	Elite 8300
MXL3062D00	Hewlett-Packard	Elite 8300
MXL3062D01	Hewlett-Packard	Elite 8300
MXL3062D08	Hewlett-Packard	Elite 8300
MXL3141H99	Hewlett-Packard	Elite 8300
MXL3041YM5	Hewlett-Packard	Elite 8300

Mfg	Serial Number
ACER	ETL780C082703072DD4042
ACER	ETL490837070805780423F
ACER	ETL780C082703072DC4042
ACER	ETL4908370708055DE423F
ACER	ETL49083708050BFAE42CI
ACER	ETL780C0827060ACFC4042
ACER	ETLDQ0C03483711DEC4000
ACER	ETL780C082743063154042
ACER	ETL780C082703072DA4042
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ACER	ETL780C0827060AC314042
ACER	ETL780C082707073294042
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ACER	ETL490837070805550423F
ACER	ETL490837075206F8A42CF
ACER	ETL4908370708052CD423F
ACER	ETL49083707171295A423D
HP	2MH003NQ32
HP	MXC92902YQ
HP	MXC93001M7
HP	MXC936013W
HP	MXC92902VT
HP	MXC9360187
HP	MXC9400C5T
HP	MXC92902W0
HP	2MH003NNXN
HP	MXC93001MT
HP	MXC9360143
HP	CNC820NQM0
HP	MXC93001MP
HP	CNC902RBY4
HP	MXC93001KR
HP	MXC93600134
HP	MXC936018J
HP	MXC92902Z0
HP	MXC92902VL
HP	2MH004NPQD
HP	MXC92900T2
HP	MXC92902VP
HP	MXC93001PS
HP	2MH003NNY3
HP	MXC93000QM
HP	2MH004NPX8
HP	MXC93001Q1
HP	MXC93001LR
HP	MXC93601B6

HP	MXC9360114
HP	MXC9360140
HP	MXC9400C4K
HP	MXC9400C5Z
HP	MXC9360190
HP	MXC93001M1
HP	MXC9360120
HP	3CQ2110JWX
HP	MXC92902BW
HP	MXC9400C30
HP	MXC936015Z
HP	MXC9400C6C
HP	2MH004NQ7J
HP	2MH004NPXR
HP	MXC9400C68
HYN	L70SSBS93B931920
OPTIQUES	QYJ074909068
ROC	93077CA003829
ROC	99178CA003351
ROC	99178CA003165
ROC	99178CA003254
ROC	99178CA003155
ROC	93077CA004342
ROC	99178CA003132
ROC	99178CA003137
ROC	93077CA004339
ROC	99178CA006941
ROC	99178CA003353
Sam	HA19HCGLA02281K
Sam	HA19HCHL309804F
Sam	HA19HCHL309634X
Sam	HA19HCHL309628M
Sam	HA19HCHL301806L
Sam	HA19HCGL300140A
Sam	HA19HCHL308143Z
Sam	HA19HCGLA00701V
Sam	HA19HCGP110328W
Sam	HA19HCHL302012H
Sam 21	MY22HCGS801133R
Sam 21	MY22HCGS801168X

X



# YAMHILL CARLTON SCHOOL DISTRICT

120 N. Larch Place - Yamhill, OR 97148 | PH: 503-852-6980 - FX: 503-662-4931 | [www.ycsd.k12.or.us](http://www.ycsd.k12.or.us)

## Resolutions 2019-01

### Authorizations Change of Signature on YCIS Bank Accounts

#### Yamhill Carlton Intermediate School

Whereas, the Board of Directors of Yamhill Carlton School District has authorized the change of the authorizing signers on the YCIS Accounts for:

Umpqua (Acct#-----1594) – Add Patti Bertrand (Secretary) & Audra Fletcher (Secretary) with the powers to Open any deposit or share accounts in the name of the association. Chad Tollefson (Principal) and Tami Zigler Business Manager will remain on account. John Horne, Courtney Landels and Linn Hess will be removed.

\_\_\_\_\_(Signature: Board Secretary) September 13, 2018



# YAMHILL CARLTON SCHOOL DISTRICT

120 N. Larch Place - Yamhill, OR 97148 | PH: 503-852-6980 - FX: 503-662-4931 | [www.ycsd.k12.or.us](http://www.ycsd.k12.or.us)

July 17, 2018

Susie Schulze  
1060 Tall Oaks Dr  
McMinnville, OR 97128

Dear Susie,

On June 27, 2018, the Supreme Court of the United States issued a ruling, in *Janus v. AFSCME, Council 31 et al.*, 585 U.S. (2018), prohibiting Associations from charging and collecting fair share fees from non-members. The U.S. Supreme Court determined that public employers, including public school districts, may no longer collect fair share fees on behalf of non-members and may only collection association dues on behalf of members when the District has evidence the employee clearly and affirmatively consents to the Association dues deduction.

Please accept this letter as the District's notice that it intends to comply with the law regarding dues and fee deductions. Article 8 is no longer valid. Pursuant to ORS 243.702, the District recognizes under PECBA the Association has the right to demand to bargain the impact of the change in a mandatory subject as a result of the U.S. Supreme Court ruling.

If the District does not receive any written communication demanding to bargain from the Association within 14 days, the District shall present the attached collective bargaining agreement modifications to the Board for adoption.

Please contact Michelle Rettke at the District if you have any questions.

Sincerely,

Charan Cline  
Superintendent

1 CONTRACT BETWEEN  
2 THE YAMHILL CARLTON TEACHERS ASSOCIATION  
3 And  
4 THE YAMHILL CARLTON SCHOOL DISTRICT NO. 1  
5  
6

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39  
40 CONTRACT AGREEMENT

41 Between

42 THE YAMHILL CARLTON TEACHERS ASSOCIATION

43 and

44 THE YAMHILL CARLTON SCHOOL DISTRICT NO. 1

45 YAMHILL COUNTY, OREGON  
46

47 This Agreement entered into this 16th day of August 2016, by and between the Yamhill Carlton  
48 Teachers Association, hereinafter called the "Association" and The Yamhill Carlton School  
49 District No. 1, Yamhill County, Oregon, hereinafter called the "District". This agreement shall  
50 be in effect from the 2016-2017 school year through the 2018-2019 school year. Salaries are set  
51 for all three years of this contract. The benefits level was negotiated to remain the same at \$1309  
52 for the duration of the contract. In addition the salary schedule for 2016-2017 school year was  
53 increased by 3%. There will also be a salary increase of 3% in the 2017-2018 and 2018-19  
54 school year. If Alliance Academy Enrollment is increased additional salary increase may be  
55 applied. See Appendix C for conditions of increase. Language is set for all three years of this  
56 contract. The District and Association will reopen full contract negotiations by January 15, 2019.  
57

58 WITNESSETH:  
59

60 WHEREAS the District and the Association recognize and declare that providing a  
61 quality education for the children of Yamhill and Carlton is their mutual aim, and that the  
62 character of such education depends upon the quality and morale of the teaching service, and  
63

64 WHEREAS the members of the teaching profession are particularly qualified to assist in  
65 formulating policies and programs designed to improve educational standards, and  
66

67 WHEREAS the parties have reached certain understanding which they desire to confirm,  
68

69 IT IS HEREBY AGREED AS FOLLOWS:  
70

71 **ARTICLE 1**

72 **Recognition**  
73

- 74 A. The District recognizes the Association as the sole and exclusive bargaining  
75 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 print sufficient copies of this Agreement for all employed teachers and agrees to deliver those copies to the Association for distribution to the teachers.
- E. The District will provide each newly employed teacher a copy of this Agreement upon notification of hiring.

## 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, 2019. 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. The Association may transact official Association business on school District property, outside the workday, and use school District facilities and equipment with prior approval of the Superintendent. Association members may use the e-mail system to communicate with the administration during the regular workday, so long

as it is not done during student contact time. It is understood that internal Association communications will be done outside the regular workday.

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.

#### **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;

1. To the executive management and administrative control of the school system;
2. 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;

- 151
- 152 3. To determine staffing levels in accordance with the express terms of this agreement.
- 153
- 154 4. To establish grades and courses of instruction, including special programs, and to
- 155 provide for athletic, recreational and social events for students, all as deemed
- 156 necessary or advisable by the District;
- 157
- 158 5. To decide upon the means and methods of instruction, the selection of textbooks and
- 159 other teaching materials, and the use of teaching aids of every kind and nature;
- 160
- 161 6. To determine class schedules, hours of instruction, the co-curricular activities, and the
- 162 duties, responsibilities, and assignments of teachers and other employees with respect
- 163 thereto, and the terms and conditions of employment.
- 164

165 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District

166 and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be

167 limited only by the specific and expressed terms of this Agreement.

168

169 **ARTICLE 6**

170 **Teacher Rights**

171

172 Unless specifically stated, nothing in this contract shall be construed to deny a teacher his/her

173 constitutional or statutory rights.

174

- 175 1. The Association and District acknowledge the fundamental need to protect teachers
- 176 from any unreasonable censorship or restraint, which might interfere with their
- 177 obligation to perform their prescribed teaching function within the parameters of the
- 178 curriculum set by the Board of Directors and/or State of Oregon law.
- 179
- 180 2. No teacher shall be formally disciplined without first being informed of the charges
- 181 and given an opportunity to meet with the charging party and respond to those
- 182 charges. The employee's response may be verbal or in writing. After a decision is
- 183 finalized, the employee will be given written notification thereof.
- 184
- 185 3. If the teacher disagrees with the final administrative decision in Section B, he/she
- 186 may enter the Grievance Procedure at Level C and may process the grievance
- 187 according to the grievance procedure of this Agreement.
- 188

- 189 4. Sections ‘B’ and ‘C’ of this Article shall not apply to the nonrenewal or dismissal of a  
190 probationary teacher.
- 191 5. Reprimands shall be made privately and not in the presence of students, parents,  
192 teachers or members of the community unless the district, for reasons of safety or  
193 protection of property determines that circumstances warrant immediate action to  
194 interrupt employee misconduct.
- 195
- 196 6. a) When a teaching position is vacated by a teacher, in-building transfers of current  
197 personnel will be made by the building administrator to improve the instructional  
198 capabilities of the staff or to balance the budget. Any in-building transfers made  
199 under this provision shall comply with applicable provisions of the contract.
- 200 b) If an open position becomes available, the position will be advertised in-house to  
201 all district staff by an email posting and a physical advertisement posted in all district  
202 staff rooms for a period of 3 business days. The entire internal hiring process should  
203 be completed within 10 business days.
- 204 c) “In-house applicants” shall include currently highly qualified personnel employed  
205 in a “contract” status from any school within the district. A teacher on  
206 “probationary” status will not be deemed to be qualified. Qualified teachers must be  
207 willing to submit their past evaluations to the whole hiring team.
- 208 d) Teachers who meet these requirements will be considered first for the position by  
209 the administration and school board. A formal interview process will be conducted  
210 with all interested and currently qualified personnel. The hiring team shall consist of  
211 administrative and certified personnel.
- 212 e) If an in-house applicant is deemed by the hiring team to be the right “fit” for the  
213 position, the in-house applicant shall be offered the position. The subsequent  
214 teaching vacancy will trigger the process set forth above again.
- 215 f) If no in-house applicant is deemed to be the right “fit” for the position by the  
216 hiring team, the hiring team will provide a written explanation to each in-house  
217 applicant, explaining why the in-house applicant was not the right “fit.” The position  
218 will then be opened to outside applicants.
- 219 g) This process will apply to regular positions only. This process will not be used  
220 for temporary or substitute positions.
- 221 h) The District will continue to maintain the right to make final assignments.
- 222
- 223 7. Voluntary transfer: A request for transfer to a different grade level, position or  
224 building shall be made in writing. If the request is for a different building, the request  
225 shall be sent to the principal of that building and at the same time an identical copy

shall be sent to the teacher's present principal. If the request applies to the building in which the teacher is working, the request shall specifically set forth the exact and accurate reasons for the transfer, the specific position sought, the applicant's interest in that position. The request for transfer shall be made within ten (10) days of vacancy being posted. Applications for transfer shall be renewed annually in order to remain valid. The District will notify the teacher of the disposition of the request within thirty (30) days of the request being made.

8. Involuntary Transfer: 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:

- a. The District will inform the teacher of the decision for the potential transfer;
- b. The District will inform the teacher of any known vacancies;
- c. The teacher can give input on his/her preferences with any new assignment and/or apply for a voluntary transfer as outlined above.

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.

9. 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.

10. 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.

264 **ARTICLE 7**  
265 **Evaluations**

266  
267 The District shall comply with the procedures required by ORS 342.850 and SB 290.  
268

269 **ARTICLE 8**  
270 **Fair Share**

271  
272 The District and Association agree to include “Fair Share” in the current contract with the  
273 following stipulations/conditions:  
274

- 275 1. ~~At the time this contract expires or is terminated, the “Fair Share” provision will cease~~  
276 ~~to exist and would not be placed in any new or replacement agreement unless both the~~  
277 ~~Association and District agree to do so;~~  
278  
279 2. ~~The maximum amount required to be paid by any employee will be \$300 per year for~~  
280 ~~16/17, 17/18 and 18/19 prorated according to FTE;~~  
281  
282 3. ~~At any time during the contract period should the YCTA (Yamhill Carlton Teachers~~  
283 ~~Association) be replaced by any other representation, the “Fair Share” provision ceases to~~  
284 ~~exist immediately;~~  
285  
286 4. ~~The fact that a “Fair Share” provision is in the contract would not be cited or used as a~~  
287 ~~basis for continuing it in any new contract should negotiations end up in fact-finding or~~  
288 ~~arbitration.~~  
289

290 **ARTICLE 9**  
291 **Just Cause**

292  
293 No member of the bargaining unit will be disciplined without “Just Cause”. However,  
294 any action resulting in the dismissal of a probationary teacher or the nonrenewal of a  
295 probationary teacher will not be considered part of this agreement nor grievable under the  
296 Grievance Procedure. Additionally, this “Just Cause” provision does not apply to retention or  
297 non-retention in extra duty positions.  
298  
299  
300  
301

**ARTICLE 10**  
**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. 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.

- 378
- 379 12. Each contract grievance shall have to be initiated within ten (10) school calendar days
- 380 after the occurrence of the cause for the complaint, however, if the grievant did not
- 381 become aware of the occurrence until a later date, then he/she must initiate action
- 382 within the ten (10) days following his/her first knowledge of the cause failure to thus
- 383 initiate such action shall constitute waiver of the grievance.
- 384
- 385 13. Financial Responsibility: Each party shall pay any and all costs incurred by said
- 386 party. Costs for the services of an arbitrator, including per diem expenses, if any, and
- 387 actual and necessary travel, subsistence expenses and the cost of the hearing room
- 388 shall be borne equally by the District and the Association.
- 389
- 390 14. The grievance procedure will not be used while grievant is under the jurisdiction of
- 391 the courts or other enforcement agencies (e.g., BOLI). In addition, any prior
- 392 resolution of a grievance will be rendered void upon an employee's subsequent resort
- 393 to another forum for resolution of the same issue.
- 394

395 C. Levels of Grievance

396

397 1. Level One- Informal and Formal Grievance Level

398 The grievant will first discuss his/her contract grievance with his/her principal or

399 immediate supervisor, either individually or through the Association representative,

400 or accompanied by a representative, with the objective of resolving the matter

401 informally.

402

403 If the grievant is not satisfied with the disposition of his/her contract grievance,

404 he/she may file a written contract grievance with the immediate supervisor within ten

405 (10) days following the act or condition which is the basis of his/her complaint, or if

406 the grievant had no knowledge of said occurrence at the time of its happening, then

407 within then (10) days of the first such knowledge.

408

409 This complaint shall set forth the grounds upon which the complaint is based and the

410 reasons why the aggrieved considers the decision rendered is unacceptable. The

411 supervisor shall communicate his/her decision in writing within five (5) days to the

412 aggrieved.

413

414

415

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.

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.

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 11**  
**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 and are highly qualified under NCLB 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 12**

### **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 11, 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

530 days of notification of a written offer of a position made by the District; (D) acceptance  
531 of a non-temporary position in another District.

532  
533 F. Benefits pertaining to layoff:

534  
535 1. Subject to the group employee insurance carrier(s), the District shall extend medical  
536 and dental coverage to laid off teachers during the layoff period. Laid off employees  
537 may maintain insurance policies at the employee's own expense, subject to COBRA  
538 and the underwriting rules of the insurance carrier. Teachers who accept other  
539 employment where medical and dental insurance for all family members is paid by  
540 the employer shall not be eligible for the extension of group insurance coverage.

541  
542 2. All benefits allowable by law, to which a teacher was entitled at the time of his/her  
543 layoff will be restored upon his/her return to active employment, providing the new  
544 position assignment makes him/her eligible in accordance with this agreement.

545  
546 3. The teacher will be placed at the same placement of their previous District contract.

547  
548 G. School Closure:

549  
550 During school closure due to lack of funds, as defined in Article 23 of this contract, the  
551 District acknowledges that licensed staff are temporarily laid off, and agrees to recall,  
552 pursuant to Paragraph C above.

553  
554 **ARTICLE 13**

555 **Work Year**

556  
557 A. The calendar shall consist of 190 contract days unless economic conditions prevent the  
558 District from funding the terms of the contract as outlined in Article 23, to include five  
559 (5) paid holidays. There shall be three (3) inservice non-student work days prior to the  
560 first student day of which the equivalent of one and a half (1.5) days shall be specifically  
561 for individual classroom preparation; however, by mutual agreement, this amount of time  
562 may be altered. One non-teaching workday or two half-days at the end of each academic  
563 term will be scheduled, plus a non-teaching assessment day in May. Teachers new to the  
564 District shall have a 191-day contract with the extra day being devoted to orientation.

565  
566 There shall be an opportunity for staff input through site councils and association  
567 representatives prior to adoption of the school calendar by the School Board.

- 568  
569 B. It is expressly understood that any adjustment to the number of contract days in the work  
570 year will result in a prorated adjustment to employee salaries.  
571

572 **ARTICLE 14**  
573 **Work Schedules**  
574

575 A. Workdays  
576

577 Regular hours for teachers shall be 8 hours per day including a continuous duty-free  
578 lunch period. The District acknowledges that a change in the amount of student contact  
579 time will be considered a mandatory subject of bargaining. The starting and dismissal  
580 time shall be determined by the Superintendent in conjunction with the building  
581 administrator. Each teacher shall have a continuous and uninterrupted 30-minute duty-  
582 free lunch period. Teachers may leave the building without requesting permission during  
583 their duty-free lunch period. Each full time teacher shall be entitled to a minimum of 30  
584 minutes of continuous preparation time each day during student contact hours in which  
585 time the District shall not impose any activities, except during an emergency situation as  
586 determined by the District. Teachers will be compensated at the statewide substitute rate  
587 converted to an hourly basis when requested to cover other classes or perform  
588 supervisory or instructional/curricular duties during the allocated daily preparation time.  
589 Each building administration will try to maintain the preparation time being provided to  
590 staff.  
591

592 Requests for alterations from the daily schedule shall be by prior approval of the  
593 Superintendent or designee.  
594

595 B. Work Schedules  
596

597 In addition to regular teaching and preparation time, teachers are expected to be available  
598 for student and parent conferences, staff meetings, committee meetings and programs.  
599 Every effort will be made by the administration to provide a week's notice for meetings  
600 or programs and to conclude such at a reasonable time. Furthermore, the District agrees  
601 to limit the number of evening programs that require teachers' attendance, however,  
602 teachers (full or part-time) are expected to attend programs involving their classes at no  
603 additional cost to the District.

604 Part-time teachers must have prior written approval from the Superintendent to be paid  
605 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 District's 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.

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.

In the event of a late start:

All employees report to work at their regular times, if it is safe to do so. If an employee is unable to report at the regular time, they are to report before the students arrive. Employees must notify their building administrator if they are going to be delayed arriving at school. The building administrator will be responsible for making arrangements for making up any missed 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 15**  
**Payroll Deductions**

- A. Association Dues: Bargaining unit members may authorize payroll deductions for the purpose of paying Yamhill Carlton Teachers Association dues. Such authorization shall be in writing and shall be given to the Business Manager prior to the monthly payroll deadline.
- B. 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 16**  
**Travel Pay and Lodging**

Travel will be paid in accordance to 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 17**  
**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 3 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.

Approval round one will take place at the conclusion of the end of the year evaluation meetings. 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 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 \$6,250 of the total \$25,000 YCTA Tuition Reimbursement Fund.

Round two will take place after the fall goal setting meetings are complete. 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 the \$6,250 balance of the YCTA Tuition Reimbursement Fund.

Round three will take place after the mid-year check in meetings are complete. Teachers will be able to complete a Professional Development Plan form and request courses for the Spring and Summer terms 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 the \$12,500 balance of the YCTA Tuition Reimbursement Fund.

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 time line.
- 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.

## **ARTICLE 18**

### **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 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,  $.571 \text{ FTE} \times 30 \text{ minutes}=17 \text{ minutes}$ .) 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 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.

There shall be a limit of ten (10) years previous experience brought into the District. This provision pertains to newly hired teachers and is not retroactive to currently employed teachers with the District.

D. Pay Dates

Each teacher shall be paid on the basis of twelve (12) equal payments beginning with the September pay date. Regular pay dates shall be the 15<sup>th</sup> 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 inservice 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.

*Note: Effective July 1, 2016, the steps on the salary schedule will be renamed by increasing the name by 1 on the salary schedule in Attachment A. For example Step 0 will be renamed to Step 1. Therefore in the 2016-2017 school year only, the vertical placement will be increased by 2 steps. For example if you were on Step 0 in 2015-16, the placement will be Step 2 in 2016-17.*

G. Horizontal Increments

If course work requirements are completed and verified with college or university transcripts by November 15, salary adjustments will include retroactive pay to the beginning of the contract year.

Course work requirements met or verified and successfully completed as defined in Article 17 after November 15 will result in advancement on the salary schedule for the remainder of the year beginning with the following month's salary. Such employee's new monthly salary for the remainder of the contract year shall be one-twelfth the monthly salary for the employee's new placement on the salary schedule. For example, if an employee turned in transcripts January 5, the salary increase would be applied beginning with the February payroll. (See Example)

Example: new salary (step) divided by 12 = new monthly salary for remainder contract period (not retroactive)

- 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.

**ARTICLE 19**  
**Leave With Pay**

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.

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 each teacher. Teachers shall be required to give notice of intent to use this leave and the general purpose for which the leave is to be used. 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

908 the case of emergency use of personal leave, District notification shall be as soon as  
 909 possible before using leave; however, a request must be submitted via the online absence  
 910 management system within three (3) working days following return to duty.  
 911

912 Such leave may be claimed in increments of not less than one-half of the normal school  
 913 day. Such days may not be used for extending the following school holiday breaks  
 914 (Labor Day, Thanksgiving Break, Winter Break, Spring Break or Memorial Day).  
 915

916 E. Parental Leave:  
 917 Parental leave shall be granted in accordance with applicable leave laws.  
 918

919 F. Military Leave:  
 920 Employees who enter the armed services shall be granted a leave of absence subject to  
 921 the provision of Oregon law.  
 922

923 G. Professional Leave:  
 924 With prior approval of the principal and the Superintendent, a teacher may be absent  
 925 without loss of pay to attend seminars and workshops.  
 926

927 H. Leave of Absence:  
 928 Upon request by a teacher, the Board may grant a one (1) year unpaid leave of absence.  
 929

930 I. Discretionary or Emergency Leave:  
 931 Discretionary or emergency leave, may be granted by the Superintendent for purposes not  
 932 otherwise covered by other District leave policies. The cost of discretionary leave to the  
 933 employee shall be the full cost of the teacher's substitute including any benefits and will  
 934 be borne by employees through payroll deduction.  
 935 For the purposes of determining and computing time for leaves of absence, a "day" of  
 936 leave shall be the amount of time assigned to the teacher's regular day of work.  
 937

938 J. Association Leave:  
 939 Upon request the Board may grant up to 2 days leave per school year to two Association  
 940 building representatives to attend Association related training. The association shall  
 941 bear the cost of the substitute.  
 942

943 K. Paid leave shall not be charged if school is cancelled. All leave entered in the absence  
 944 management system for a closure day will be reversed.  
 945

**ARTICLE 20**  
**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 \$1309 towards Medical, Dental and Vision Insurance premiums.

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 through a spouse or domestic partner. To avoid jeopardizing the rate participation, requirements specified by the carrier must be met. Members wishing to opt out may do so on a first come, first serve basis. 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 out shall be effective until the next open enrollment period. If an employee loses insurance coverage through a spouse or domestic partner, they must notify the District and immediately reenroll for insurance coverage. An eligible employee who opts out of insurance by meeting the above requirements shall receive a monthly stipend of \$400 in lieu of the contractual District benefit. The stipend will be considered taxable income.

C. Oregon Educator Benefit Board

Upon entering into OEGB, 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 OEGB 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 OEGB, 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 OEBB 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, 30<sup>th</sup>, 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 Employee’s Retirement System in any employment capacity, or when the retiree reaches age 65. (Or when the seven years of payments have been met.)*

1020 *The District will allow the early retiree to maintain group medical/dental/vision*  
1021 *insurance through the District policy, if available at the expense of the retiree until age*  
1022 *65.)*

1023  
1024 **ARTICLE 21**  
1025 **Work Stoppage**  
1026

1027 A. No Strike:

1028 The Association will not authorize, cause, engage in or sanction any form of illegal  
1029 concerted work stoppage during the life of this agreement.  
1030

1031 B. No Lockout:

1032 The District agrees that during the term of this agreement, there will be no lockout of  
1033 employees.  
1034

1035 C. Negotiations:

1036 Exception to this Article may occur only as a result of negotiations in accordance with  
1037 ORS 243.650 to 243.782 and pursuant to ARTICLE 3 - Maintenance of Standards, of this  
1038 agreement.  
1039

1040 **ARTICLE 22**  
1041 **Corrective Action Guidelines**  
1042

- 1043 A. Progressive Discipline: This agreement does not determine what level of discipline  
1044 should be imposed, but the District shall follow the principles of progressive discipline.  
1045 The discipline will be determined by the District based upon the specific circumstances  
1046 of the situation. The District, school or principal should use corrective action when a  
1047 teacher has violated a work rule, job duty or responsibilities, or where other good or just  
1048 cause exists. These rules and directives should be communicated verbally, or in writing to  
1049 the teachers, and cannot conflict with law, District policy or the terms of the Agreement.  
1050
- 1051 B. Schedule Meeting: The designated school administrator will schedule a meeting with the  
1052 teacher at a date, time and location designated by the District after giving advance notice  
1053 to the teacher that the meeting might reasonably result in corrective action. The teacher  
1054 will make every effort to attend the meeting as scheduled by the District, but in the even  
1055 he/she is unable to attend at the designated time, the employee shall inform the  
1056 designated school administrator so that the meeting may be rescheduled within a  
1057 reasonable period of time (usually within 48 hours). The teacher may elect to be

1058 accompanied at this meeting by an Association representative; all meetings will be  
1059 scheduled outside of school hours or the Association representative shall be permitted to  
1060 conduct Association business directly related to the meeting during school hours. If the  
1061 teacher fails to give notice of his/her inability to meet and fails to meet with the  
1062 designated school administrator at the designated date, time and location, such failure  
1063 will not limit the District's right to implement corrective action in accordance with this  
1064 Agreement  
1065

1066 C. Corrective action may include one or a combination of the following:

- 1067 1. **Letter of Expectation:** constitutes written notice to the teacher that certain types  
1068 of behavior are prohibited and that future misconduct may result in more serious  
1069 corrective action or other discipline. The document will include: Teacher's name;  
1070 date; general area of concern e.g., "It is expected that teachers at the Yamhill  
1071 Carlton School District will report to work as scheduled." Letters of Expectation  
1072 will not be considered disciplinary.  
1073
- 1074 2. **Letter of Directive:** constitutes written notice to the teacher that certain types of  
1075 behavior are prohibited and that future misconduct may result in more serious  
1076 corrective action or other discipline up to and including dismissal. The document  
1077 will include: Teacher's name; date; situation needing improvement; facts of the  
1078 situation (what, where, when, who); any previous discussions and instructions  
1079 with the teacher on this situation; the actions to be taken; reasonable period of  
1080 time, if appropriate, to correct behavior; the consequences for failure to correct  
1081 the behavior; and a statement advising the teacher of the right to attach a written  
1082 explanation. A copy of this letter will be placed in the teacher's personnel file.  
1083 The teacher must be told of such decision and provided with an opportunity to  
1084 review the letter of Directive and to sign the copy of the letter as an  
1085 acknowledgement of receipt. If the teacher refuses or fails to sign the copy of the  
1086 letter of directive, the letter will still be placed in the teacher's personnel file with  
1087 an indication that the teacher refused to sign the letter of directive. Any written  
1088 explanation provided by the teacher shall be attached to the letter of directive in  
1089 the personnel file.  
1090
- 1091 3. **Letter of Reprimand:** constitutes written notice to the teacher that certain types  
1092 of the teacher's behavior are prohibited and that future misconduct may result in  
1093 more serious corrective action or other discipline up to and including dismissal.  
1094 Letters should describe the areas of behavior needing improvement, the actions  
1095 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, Directive and Reprimand are non-grieveable unless the issuance violates teacher's "Due Process" rights.

## **ARTICLE 23**

### **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.

1134 **ARTICLE 24**  
1135 **Effect of Agreement**  
1136

- 1137 A. It is understood and agreed that the specific provisions contained in this Agreement shall  
1138 be adopted by the Board and shall prevail over District practices and procedures with  
1139 which they are specifically in conflict and will also prevail over conflicting state laws,  
1140 only to the extent permitted by state law. In the absence of specific restrictive provisions  
1141 in this Agreement, the District shall be free to continue, alter, or institute practices or  
1142 procedures as seen fit, provided, however, that no practices or procedures shall be  
1143 contrary to law or the terms of this Agreement.  
1144
- 1145 B. All teacher contracts shall conform to the terms of this Agreement.  
1146

1147 **ARTICLE 25**  
1148 **Savings Clause**  
1149

1150 If any portion or provision of this contract is held to be illegal or invalid by operation of law, or  
1151 if compliance with or enforcement of any provision should be restrained by law, the remainder of  
1152 the agreement shall not be affected thereby. Upon request of either party, negotiations may be  
1153 reopened on that item only to arrive at a mutually satisfactory replacement for such portion or  
1154 provision.  
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1161 **SIGNATURE PAGE FOLLOWS**  
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1172 EXECUTED ON the date of signature by the parties.

1173

1174 Representing Yamhill Carlton School District No. 1

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1177

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Jami Egland, Chairman of the Board

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Date

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Charan Cline, Superintendent

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Date

1178

1179

1180 Representing Yamhill Carlton Teachers Association:

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1182

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Kathy Bales, Spokesperson YCTA

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Date

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Susie Schulze, YCTA President

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Date

1184 \*Article 8 Revised 9.7.2018 to reflect Supreme Court of the United States ruling in Janus v.

1185 AFSCME, Council 31 et al., 585 U.S. (2018)

**Yamhill Carlton SD**  
**2018-19 Confidential/Supervisory Salary Schedule**

**2018-2019 Confidential Wage Table (3% Horizontal Steps)**

<b>Position</b>	<b>Days</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Steps 4-6</b>	<b>Steps 7-9</b>	<b>Step 10 Plus</b>
Admin Assistant to Super/Board Secretary	240	\$50,712	\$52,233	\$53,800	\$55,414	\$57,077	\$58,789
Business Manager	240	\$79,419	\$81,802	\$84,256	\$86,783	\$89,387	\$92,069
Facilities Manager	260	\$60,889	\$62,716	\$64,598	\$66,536	\$68,532	\$70,588
Confidential Secretary (8 hrs/day)	220	\$29,752	\$30,562	\$31,389	\$32,234	\$33,111	\$34,012
Database Administrator .5 fte	260	\$25,580	\$26,347	\$27,138	\$27,952	\$28,791	\$29,654
Food Services Manager - School year	190	\$40,523	\$41,739	\$42,991	\$44,281	\$45,609	\$46,978

Food Services Manager - Summer Program

Paid at Daily Rate Up to 40 days per summer