## <u>YAMHILL CARLTON SCHOOL DISTRICT NO.1</u> BOARD OF DIRECTORS

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

Thursday, August 8th, 2019

Regular Session – 7:00pm

#### **MINUTES**

Board Members: Jami Egland, Jack Bibb, Susan FitzGerald, Ken Watson and Megan Gometz

DO/Administration Staff: Superintendent Charan Cline, Board Secretary Michelle Rettke, Business Manager Tami Zigler, YCIS Principal Matt Wiles, YCES Principal Chad Tollefson, and YCHS Associate Principal/Athletic Director Scott Henderson

Also Present: G. Manson, P. Manson and S. Schulze

Flag Salute

- I. Called to order by Chair Susan FitzGerald at 7:00 PM
- II. Individuals, Delegations, Recognition and Communications

Introduction of Scott Henderson our new Associate Principal/Athletic Director at YCHS

### III. Review of Agenda

J. Bibb motioned to approve the agenda as presented. M. Gometz seconded. All in favor, motion carried.

### IV. Regular Session – Consent Agenda

J. Egland motioned to approve the consent agenda as presented. K. Watson seconded. All in favor, motion carried.

### V. Announcements and Report

- YCES Chad Tollefson Staff starting to show up and get rooms ready, we currently have 73 kindergarteners registered (hiring 4<sup>th</sup> teacher), getting up to speed on YCES
- II. YCIS Matt Wiles Getting acclimated to YCIS, registration is next Wednesday, staff starting to show up and check in
- III. YCHS Scott Henderson getting the building ready, office moves happening, still looking for Cross Country Coach
- IV. District Facilities Getting the building ready for staff and students to be back
- V. Superintendent's Report Working on getting RFP out for contractor for Concession stand completion in Gym, Gym floor: waiting for back ordered caps for Volleyball standards, basketball hoops being put together, meeting with principals, Kagan training coming up at end of August, hiring ELL IA to work with families, attended Executive retreat

#### VI. New Business

- I. Approve Board & Superintendent Goals
  - J. Egland motioned to adopt the Board & Superintendent goals as presented. K. Watson seconded. All in favor, motion carried.
- II. Bank Account Signers Resolution 2020-01
  - K. Watson motioned to approve Resolution 2020-01 Bank Account Signers as presented.
  - J. Bibb seconded. All in favor, motioned carried.
- III. Communications Plan

No action taken. Bring back to September Meeting

IV. Community Mingle Session Discussion

Set October 29<sup>th</sup>, 2019 at 6:30pm for first Community Mingle. Will add to September Meeting agenda to discuss topics and additional dates.

V. All Staff Inservice Breakfast Reminder

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

VI. First Day of School Assignments – September 3<sup>rd</sup>

YCES – S. FitzGerald & Ken Watson

YCIS - J. Egland

YCHS – J. Bibb

### VII. Board of Directors Comments

- J. Bibb Excited for new gym to be operational
- S. FitzGerald Reminder that OSBA Fall Regional Meeting is October 2<sup>nd</sup> at WESD in McMinnville

With no further discussion the meeting was adjourned at 7:49 pm

Minutes by: Michelle Rettke, Board Secretary

## Yamhill Carlton School District Human Resources Board Report September 2019



## New Hires for 2019-2020 School Year

Michelle "Shelly" Campbell (YCES - Kindergarten Teacher)

Reid Tramelli (YCES/YCIS - PE Teachers)

Daniel Horta (YCSD - ELL IA)

Kayla Rivas (YCIS - 6th Grade Teacher)

Jessican Riccardi (YCIS - Behavior IA)

Aubrey Litchen (YCHS Cross Country Coach)

## Resignation

Joel Morris - Library IA (YCIS/YCHS)

## Open Positions of 2019-20 School Year

Library IA (YCIS/YCHS)

## Donations September 2019

Carolyn DeCreval	\$200	Laughlin Scholarship (In Memory: Steward & Mitchell)
Dorothy Skuzeski	\$30	Laughlin Scholarship

## Surplus September 2019

## Teacher's Resources for Math:

- 3-Decimals and Fractions
- 3-Ratios, Rates, and Statistics
- 3-Introductory Algebra
- 1-Rational numbers and equations
- 1-Shapes and Angles

## Teacher's Editions Math:

- 6-Decimals and Fractions
- 6-Ratios, Rates, and Statistics
- 5-Introductory Algebra

## Math Textbooks:

- 26 Decimals and Fractions
- 33-Ratios, Rates and Statistics
- 8-Introductory Algebra

# Yamhill Carlton Elementary School September 2019 Board Report

The start of the year has been amazing, and exhausting! Our YCES Tigers are full of energy, which has helped get the year off to a very positive start. Staff have been focusing on building relationships with students, teaching routines, and assessing student academic levels. We have finished administering the Kindergarten State Assessment, and have started Acadience (DIBELS) assessments this week.

I want to extend a huge thank you to Jon Mortimore and his team for their hard work to get our school ready for the start of the year. This was especially challenging due to the last minute addition of a Kindergarten classroom. The custodial/maintenance team have continued to put in long hours to make sure things are as they should be.

YCES staff are an exceptional group of people. They have been very welcoming and flexible as I learn about and make adjustments according to the level of detail elementary requires. I know we are going to do great things for kids this year that will lead to exceptional student learning and achievement. Go Team!!!!

Our current total enrollment is 354 students.

K: 81 1<sup>st</sup>: 66 2<sup>nd</sup>:68 3<sup>rd</sup>: 73 4<sup>th</sup>: 66

### **Upcoming:**

Back to School Night: Thursday the 19<sup>th</sup> from 6:00-7:00pm

Dental Sealant: September 30<sup>th</sup> – October 4<sup>th</sup>

Picture day: October 10<sup>th</sup>

## **YCIS September Board Report**

We're back! We had a successful first day of school. Special thanks to our staff for their flexibility as there are some inevitable kinks that arise on the first week and a huge shout out to YCIS Secretary Patti Bertand for her work getting our schedules prepared.

We kicked off the year with a Welcome Back Assembly where we introduced staff and Dean of Student Heather Roberts led the entire school in dance and cheer. The first week back we are teaching and reinforcing expectations and making sure our students understand that our staff is here to support and champion their success.

## **Kagan Training**

On August 26th we had a national trainer come in and lead our K-8 staff in Kagan Strategies. These strategies promote and encourage student engagement and collaboration and will be a priority for our staff at YCIS to implement in our classrooms. The training was beneficial to those who have never heard of Kagan Strategies before and also for those who have had some exposure to them. There will be a follow up training later on in the year. We should start seeing these strategies being utilized in the classroom immediately.

### **Collaborative Problem Solving**

In August I had the opportunity to attend a three day training centered around Collaborative Problem Solving. This training is aimed at having productive, meaningful conversations with students who are highly charged or disregulated. They gave us strategies and tips for de-escalating these students and having quality conversations. This too, will be a primary focus this year for the YCSD and we will have 1 Wednesday per month set aside for CPS/Trauma Informed Practice training.

## **Professional Learning Communities**

Our first Wednesday we formed our PLC's for the year. The PLC's are targeted with meeting the goals of the School Improvement Plan. The PLC's we have chosen for this year are as follows:

RTI--Using data to develop interventions that will help lower achievement gapKagan--Developing effective student engagement strategies. Promoting and encouraging staff members to tryout these strategies and reporting back as to their effectiveness.

Positive Behavior Intervention and Support-- Developing and reinforcing a positive school wide culture. Reviewing referral data and coming up with specific interventions.

## **Final Attendance Data for 2018-2019**

Grade 5	91.4%
Grade 6	92.8%
Grade 7	94.6%
Grade 8	95%

## YCSD School Board Report Yamhill Carlton High School September 12, 2019

### <u>Upcoming Events:</u> (Leadership)

Started off the year with a successful Freshman Orientation. Students are getting ready for an early Homecoming (9/23-28) with hall decorating starting on September 21st. Our theme will be the Olympics, and the students have some fun ideas for the week.

September Events:	October Events
16 - Picture Retakes 17 - Court Voting 18- Back to School Night 18 - Fall sports assembly 23 - Homecoming Coronation Assembly 24 - Brute VB 25 - Powder Puff 6:30-8:30 27 - Homecoming Game 28 - Homecoming Dance 30 - Yes, Virginia Auditions	1 - Club Rush, <u>Yes, Virginia</u> Auditions 7 - 1st grading period grades due 10 - Board Meeting/FAFSA Night

#### FFA:

National FFA Convention 2019 October 26-November 2.

FFA Chapter Meeting Wednesday September 11 at 6:30 pm.

District soils competition in Sheridan on October 8th.

### **ASPIRE**:

All seniors and their parents should attend the FAFSA night on October 10. The Free Application for Federal Student Aid is required for access to federal financial aid and required for access to aid for most colleges, universities and trade schools.

YCCA: After an admittedly rocky and sputtered start due to a multitude of personnel factors beyond our control, the first genuine class of YCCA students has declared a specialty (Manufacturing, Agriculture or Engineering) and begun their first classes. Their required course path to achieve these distinctions is well defined, and students are enthusiastic about this offering. At this point, we have 7 students in the manufacturing specialty, 4 students in Agriculture, and 12 students in Engineering. Each of these three branches has something brand new to offer students this year from new facilities to new machinery, and we're excited to bring their enthusiasm into our classrooms. Our next objective is to set dates and criteria to begin the badging recognition process for our students.

Athletics: Sports are off to a good start. Our goal is to get a Varsity and JV team for every sport we offer. Right now every fall sport has both, except girls soccer. That's a good start for this first year. Games have already started with the Boys Soccer Jamboree and Football Jamboree going extremely well. Girls soccer had a good effort against OES who is a top ranked team in the state, Volleyball is off to a 2-0 start, and cross country starts running this weekend.

### Participation Numbers

Football - 43 Boys Soccer - 28 Volleyball - 22 Cross Country - 17 Total: 136 Girls Soccer - 20 Cheer - 6

- Schedules, rosters and scores can be found at the YC, OSAA website at:
  - o <a href="http://www.osaa.org/schools/83">http://www.osaa.org/schools/83</a>

### Principal's Report:

We had a great freshman orientation and opening day. Always great to have students back in the building. We welcome 5 new staff members this year. We will be making some systems and structural changes throughout this year and we will keep you updated as they come up. The first one, was to move the VP/AD office across from the main office. This provides better workflow between administrators and is more customer service friendly for our parents and community.

This year we will build on the successes of the past. Our building goals align with the YCSD strategic plan. Below are the topics we will be working on this year;

- Achieve 90% graduation rates, 90% attendance rates, and 90% freshman on track.
- Close the achievement gaps in our subgroups.
- Implement training in Trauma Informed Practice
- Develop a Freshman success PLC that will Implement Naviance with all freshman students and eventually expand to other grades.
- Develop a School climate/culture PLC that will continue and expand PBIS strategies, develop regular student recognition systems, and develop an advisory calendar and curriculum.
- Improve math achievement with the development of a 7-12 Math PLC.
- Assess the current state of the YCCA and expand the program.

### Enrollment and Attendance:

September						
Grade	Enrollment	Attendance Rate				
9	83	N/A				
10	66	N/A				
11	74	N/A				
12	70	N/A				
Total	293	N/A				

## **General Fund | Revenue Dashboard Summary**

For the Period Ending August 31, 2019

Projected Year End Balance as % of Budgeted Revenues



**Actual YTD Local Source** 

**Actual YTD State Sources** 









Projected YTD Revenues 15.45%

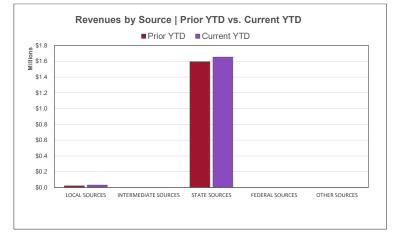
Projected YTD Local Sources 0.16%

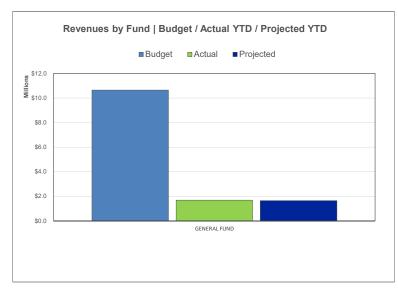
Projected YTD State Sources

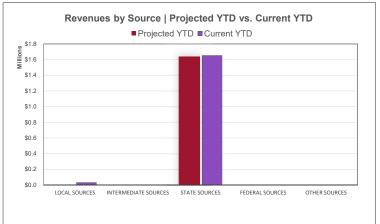
#### Revenue Analysis

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Top 10 Sources of Revenue (	Year-to-Date)
State School Fund	\$1,652,740
Interest on Investments	\$16,043
Miscellaneous	\$14,216
Rentals	\$350
Percent of Total Revenues Year-to-Date	100.00%









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## **General Fund | Expenditure Dashboard Summary**

For the Period Ending August 31, 2019

## Projected Year End Balance as % of Budgeted Expenditures



#### **Actual YTD Salaries/Benefits**

#### **Actual YTD All Other Objects**









Projected YTD Expenditures 5.72%

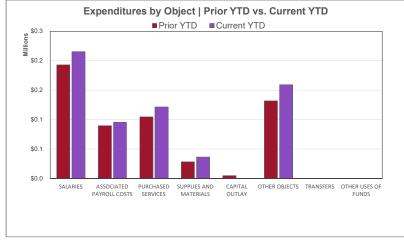
Projected YTD Salaries/Benefits 4.02%

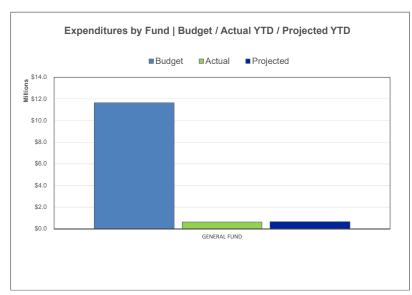
Projected YTD All Other Objects 11.01%

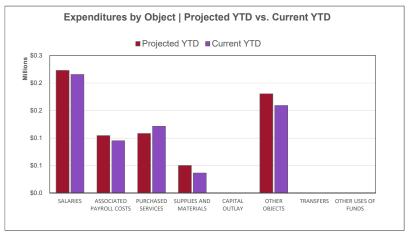
### **Expenditure Analysis**

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Top 10 Expenditures by Object (Year-	-to-Date)
Property Insurance Premiums	\$132,839
Administrators	\$109,820
Classified Salaries	\$61,716
Instructional, Professional & Technical Srvs	\$40,699
Pers Ual Contribution	\$38,275
Managerial-Classified- Conf	\$36,942
Employees Insurance	\$36,658
Reimbursable Student Transportation	\$25,712
Liability Insurance	\$23,725
Computer Software	\$22,561
Percent of Total Expenditures Year-to-Date	84.24%









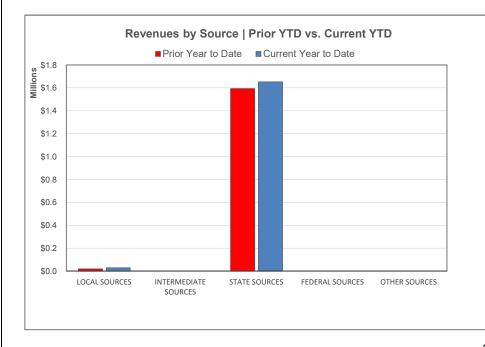
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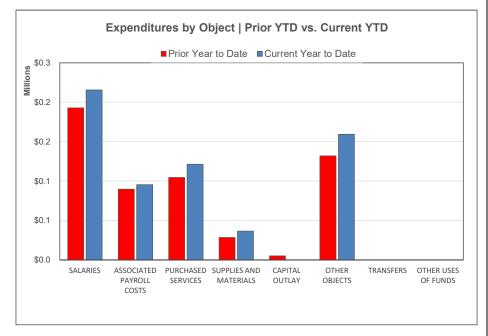
## **General Fund | Financial Summary**

## For the Period Ending August 31, 2019

i			
	Prior YTD	Prior Year Total	% of PY Actual to Total
Beginning Fund Balance	\$813,816	\$813,816	100.00%
REVENUES			
Local Sources	\$20,100	\$3,479,941	0.58%
Intermediate Sources	0	171,914	0.00%
State Sources	1,593,053	6,752,243	23.59%
Federal Sources	0	0	
Other Sources	0	0	
TOTAL REVENUE	\$1,613,153	\$10,404,099	15.50%
EXPENDITURES			
Salaries	\$192,810	\$4,977,398	3.87%
Associated Payroll Costs	89,603	2,553,392	3.51%
Purchased Services	104,514	2,018,235	5.18%
Supplies and Materials	28,368	277,357	10.23%
Capital Outlay	5,000	22,935	21.80%
Other Objects	131,903	156,296	84.39%
Transfers	0	212,301	0.00%
Other Uses of Funds	0	0	
Contingencies	0	0	
Unappropriated Ending Fund Balance	0	0	
TOTAL EXPENDITURES	\$552,198	\$10,217,915	5.40%

Current YTD	Annual Budget	YTD % of Budget
\$1,000,000	\$1,000,000	100.00%
\$30,609	\$3,676,811	0.83%
0	170,000	0.00%
1,652,740	6,794,031	24.33%
0	0	
0	0	
\$1,683,349	\$10,640,842	15.82%
\$215,488	\$5,368,043	4.01%
95,337	2,768,880	3.44%
121,426	2,187,140	5.55%
36,401	486,725	7.48%
0	22,000	0.00%
159,254	198,025	80.42%
0	185,029	0.00%
0	0	
0	425,000	0.00%
0	0	
\$627,906	\$11,640,842	5.39%





## Yamhill-Carlton School District No. 1

Reprint Check Listing Fiscal Year: 2019-2020

Criteria:

Bank Account: STERLING SAVINGS BANK 2403 From Date: 08/01/2019 To Date: 08/31/2019

From Check: To Check: From Clear Date: To Clear Date:

From Voucher: To Voucher:

<sup>\*</sup> Indicates gap in check sequence

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
57437	08/08/2019	BRETTHAUER OIL COMPANY	\$1,329.54	1024	Printed	Expense	<b>✓</b>	08/31/2019	
57438	08/08/2019	CENTURY LINK	\$181.33	1024	Printed	Expense	<b>✓</b>	08/31/2019	
57439	08/08/2019	CITY OF YAMHILL	\$6,805.19	1024	Printed	Expense	<b>✓</b>	08/31/2019	
57440	08/08/2019	COSA	\$395.00	1024	Printed	Expense	<b>✓</b>	08/31/2019	
57441	08/08/2019	CPM EDUCATIONAL PROGRAM	\$1,000.00	1024	Printed	Expense	<b>✓</b>	08/31/2019	
57442	08/08/2019	DAKTRONICS INC.	\$13,548.00	1024	Printed	Expense	<b>✓</b>	08/31/2019	
57443	08/08/2019	DAVISON AUTO PARTS	\$88.09	1024	Printed	Expense	<b>✓</b>	08/31/2019	
57444	08/08/2019	DEBBIE COOPER	\$34.25	1024	Printed	Expense	<b>✓</b>	08/31/2019	
57445	08/08/2019	ENVIRONMENTAL INSPECTION SERVICES	\$3,100.00	1024	Printed	Expense	<b>✓</b>	08/31/2019	
57446	08/08/2019	GORMLEY PLUMBING AND HEATING	\$1,473.00	1024	Printed	Expense	$\checkmark$	08/31/2019	
57447	08/08/2019	JOSTENS	\$39.46	1024	Printed	Expense	<b>✓</b>	08/31/2019	
57448	08/08/2019	OCNC	\$515.46	1024	Printed	Expense	<b>✓</b>	08/31/2019	
57449	08/08/2019	OREGON EMPLOYMENT TAX	\$138.05	1024	Printed	Expense	<b>✓</b>	08/31/2019	
57450	08/08/2019	PAC-VAN	\$475.00	1024	Printed	Expense	<b>✓</b>	08/31/2019	
57451	08/08/2019	PORTLAND MECHANICAL CONSTRUCTION LLC	\$840.00	1024	Printed	Expense	$\checkmark$	08/31/2019	
57452	08/08/2019	POWERSCHOOL GROUP LLC	\$9,304.50	1024	Printed	Expense	<b>✓</b>	08/31/2019	
57453	08/08/2019	THE HOME DEPOT PRO	\$4,738.56	1024	Printed	Expense	<b>✓</b>	08/31/2019	
57454	08/08/2019	YAMHILL COUNTY PUBLIC HEALTH	\$442.00	1024	Printed	Expense	<b>✓</b>	08/31/2019	
57455	08/08/2019	YAMHILL SHELL STATION	\$301.89	1024	Printed	Expense	<b>✓</b>	08/31/2019	
57456	08/08/2019	CHEMEKETA COMMUNITY COLLEGE	\$1,000.00	1025	Printed	Expense	<b>✓</b>	08/31/2019	
57457	08/08/2019	SHERWIN WILLIAMS CO.	\$1,284.86	1025	Printed	Expense	<b>✓</b>	08/31/2019	
57458	08/08/2019	THE HOME DEPOT PRO	\$220.43	1025	Printed	Expense		08/31/2019	

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<sup>\*</sup> Indicates gap in check sequence

	Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
*	57461	08/19/2019	ENVIRONMENTAL INSPECTION SERVICES	\$2,400.00	1031	Printed	Expense	V	08/31/2019	
*	57463	08/23/2019	AMAZON CAPITAL SERVICES	\$208.27	1040	Printed	Expense	<b>✓</b>	08/31/2019	
	57464	08/23/2019	BLACKBOARD INC.	\$1,687.00	1040	Printed	Expense	<b>✓</b>	08/31/2019	
	57465	08/23/2019	CASCADE ATHLETIC SUPPLY CO INC	\$5,893.00	1040	Printed	Expense		08/31/2019	
	57466	08/23/2019	CHEMEKETA COMMUNITY COLLEGE	\$1,000.00	1040	Printed	Expense	Z	08/31/2019	
	57467	08/23/2019	CITY OF CARLTON	\$3,739.24	1040	Printed	Expense	<b>✓</b>	08/31/2019	
	57468	08/23/2019	COMCAST NETWORK SERVICES	\$4,244.41	1040	Printed	Expense	<b>✓</b>	08/31/2019	
	57469	08/23/2019	DUDE SOLUTIONS INC	\$1,766.10	1040	Printed	Expense	<b>~</b>	08/31/2019	
	57470	08/23/2019	FLASHALERT NEWSWIRE	\$306.00	1040	Printed	Expense	<b>~</b>	08/31/2019	
	57471	08/23/2019	FRONTIER	\$714.08	1040	Printed	Expense	<b>~</b>	08/31/2019	
	57472	08/23/2019	GARRETT, HEMANN, ROBERTSON	\$2,947.00	1040	Printed	Expense	<b>~</b>	08/31/2019	
	57473	08/23/2019	GENERAL PARTS LLC	\$397.00	1040	Printed	Expense	<b>~</b>	08/31/2019	
	57474	08/23/2019	HONEY BUCKET	\$1,672.00	1040	Printed	Expense			
	57475	08/23/2019	INTERFACE ENGINEERING	\$2,000.00	1040	Printed	Expense	<b>~</b>	08/31/2019	
	57476	08/23/2019	NAVIANCE INC	\$9,250.05	1040	Printed	Expense			
	57477	08/23/2019	NORTHWEST REGIONAL ESD	\$23,299.72	1040	Printed	Expense	<b>~</b>	08/31/2019	
	57478	08/23/2019	OREGON SMALL SCHOOLS ASSOC	\$1,026.00	1040	Printed	Expense			
	57479	08/23/2019	PACIFIC OFFICE AUTOMATION	\$4,633.10	1040	Printed	Expense	<b>~</b>	08/31/2019	
	57480	08/23/2019	PORTLAND GENERAL ELECTRIC	\$6,750.37	1040	Printed	Expense	<b>~</b>	08/31/2019	
	57481	08/23/2019	PROPANE NORTHWEST	\$1,027.43	1040	Printed	Expense	<b>~</b>	08/31/2019	
	57482	08/23/2019	RECOLOGY WESTERN OREGON GARBAGE	\$434.63	1040	Printed	Expense			
	57483	08/23/2019	SCHOOL OUTFITTERS	\$1,717.42	1040	Printed	Expense	$\checkmark$	08/31/2019	

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Re	Reprint Check Listing					Fiscal Year: 2019-2020				
Criteria: Bank Account: STERLING SAVINGS BANK 2403 From Check: To Check: From Voucher: To Voucher:						From Date: From Clear			To Date: To Clear Date:	08/31/2019
Ту	Types: ☑ Expense ☐ Manual ☐ Payroll ☐ Payroll Deductions ☐ Other Disbursements									
* Ir	ndicates gap ir	n check sequ	ence							
	Check Number	Date	Payee	Amount	Voucher	Status	Туре	Cleared?	Clear Date	Void Date
	57484	08/23/2019	THE HOME DEPOT PRO	\$1,189.64	1040	Printed	Expense	<b>/</b>	08/31/2019	
	57485	08/23/2019	YAMHILL COUNTY PLANNING DEPT	\$105.64	1040	Printed	Expense	$\checkmark$	08/31/2019	
	57486	08/23/2019	YAMHILL SHELL STATION	\$40.71	1040	Printed	Expense			
*	57488	08/30/2019	AMAZON CAPITAL SERVICES	\$1,317.12	1044	Printed	Expense			
	57489	08/30/2019	C AND D LANDSCAPE COMPANY	\$883.00	1044	Printed	Expense			
	57490	08/30/2019	CDW-GOVERNMENT, INC	\$531.80	1044	Printed	Expense			
	57491	08/30/2019	RIVERSIDE INSIGHTS	\$693.00	1044	Printed	Expense			
	57492	08/30/2019	TEACHER DISCOVERY	\$181.40	1044	Printed	Expense			
			Total Amount:	\$129,309.74						
			Report Total Amount:	Amount	t					
				End of Rep	oort					

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## Facilities Report September 2019

- New GYM hoops being put into place
- Score boards getting hung up
- Staff training classes and certifications

  (Restroom cleaning, blood borne pathogens, product knowledge)
- Bus loading zone being added
   (marked lines and a new fence to prevent kids from falling / running into buses)
- Backflow devise testing
- H.V.A.C. Inspections and repairs being done



## YAMHILL CARLTON SCHOOL DISTRICT

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

## Superintendent Report

September 12th, 2019

Welcome Back to Staff, Students, and Parents. This is going to be a great school year!

<u>School is Underway</u> – Students returned on September 3<sup>rd</sup>, it is great to have the classrooms filled again being taught by our wonderful staff. Our physical headcount is: HS=277, IS=294, ES=356 (including 82 kindergartners), Alliance Academy=94 for a total of 1021.

<u>Kagan Training</u> – All of our K-8 staff and shared high school staff did the first day of Kagan Cooperative Learning Training on August 26<sup>th</sup>. The staff will do the second day of training on Oct, 11<sup>th</sup> and will have Kagan coaches coming to give specific feedback in February. Kagan Cooperative Learning strategies is a natural extension of our continued emphasis on student engagement and bell to bell instruction. The feedback from participants was positive and I have already observed many teachers implementing their learning in their classrooms.

**Gym Dome and Ag Building** – Through the hard work of Tim Pfeiffer and the Ag community the new agriculture building is complete and has achieved temporary occupancy. The gym dome is progressing along slowly. The court floor is nearly complete. The bleachers are scheduling to be installed on October 26<sup>th</sup>. The sound system is scheduled to be installed by November 1<sup>st</sup>. Though a work session, the basketball hoops have been assembled and are being placed in position. We are working to get the concession stand and training room out to bid.

<u>Administrative Instructional Rounds</u> – The first rounds will begin on September 13<sup>th</sup> at YCIS. We are focused on implementation of Kagan strategies.

<u>School Resource Officer</u> – A part time SRO has been hired from YPD to work on the Yamhill Campus 10 hours a week. Carlton PD will provide SRO services at YCES.

<u>School Land Sale</u> – The planning commission will hear the developer's proposal on 9/10 and the Yamhill City Council on 9/11. I will give an oral report of the results at the school board meeting on 9/12.

<u>Student Success Act</u> – We are beginning to plan out our community engagement activities for the SSA application. Our first events will be to survey all of our parents and hold a meeting with Hispanic families on September 17<sup>th</sup>.

<u>Kindergarten Camp</u> – I was able to observe one morning of kindergarten camp. We appreciate our partnership with the Yamhill County Community Care Organization that funds this activity.

<u>Dr. Stinnett</u> – I was able to catch a lecture and lunch with Dr. Maurice Stinnett, VP of diversity and Inclusion, BSE Global. His message of everyday inclusion was inspiring.

<u>Negotiations</u> — Contact negotiations with both Classified and Certified have concluded. I am pleased to report that Director John Horne led the negotiations team with professionalism and skill and was able to



## **YAMHILL CARLTON SCHOOL DISTRICT**

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keep the process positive and productive. Final approval of the certified contract is on the agenda this evening.

<u>Willamette Promise</u> – OSU has announced that it will now accept WP credits that have been transcripted by WOU. This is great news for the students in our region and in our school district.

Charan Cline, Ed.D Superintendent

#### RESOLUTION NO. 2020-02

RESOLUTION **AUTHORIZING** THE **ISSUANCE** AND NEGOTIATED SALE OF FULL FAITH AND CREDIT OBLIGATIONS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$5,000,000 FOR THE PURPOSE OF FINANCING CAPITAL **IMPROVEMENTS:** DESIGNATING AN**AUTHORIZED** REPRESENTATIVE, UNDERWRITER AND SPECIAL COUNSEL; AUTHORIZING EXECUTION AND DELIVERY OF A FINANCING AGREEMENT AND AN ESCROW AGREEMENT; AND RELATED MATTERS.

WHEREAS, Yamhill Carlton School District No. 1, Yamhill County, Oregon (the "<u>District</u>"), is authorized by Oregon Revised Statutes ("<u>ORS</u>") Section 271.390 to enter into financing agreements to finance real or personal property which the District determines is needed; and

WHEREAS, the District hereby determines that it is advantageous to finance certain improvements at the District's facilities including (1) various energy conservation measures, (2) safety and security improvements, (3) upgrades that reduce utility and operational costs, (4) completing deferred maintenance, and (5) pay any capitalized interest of the financing, and (6) pay the costs of issuance of the financing (collectively, the "Project"); and

WHEREAS, the District anticipates incurring expenditures (the "Expenditures") to finance the cost of the Project and wishes to declare its official intent to reimburse itself for any Expenditures it may make from its general funds on the Project from the proceeds of the financing, the interest on which is expected to be excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code").

## NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

## **Section 1. Authorization**. The District hereby authorizes:

- A. <u>Issuance and Sale of Obligations</u>. The District authorizes the issuance and negotiated sale of Full Faith and Credit Obligations, Series 2019 (the "<u>Obligations</u>") in one or more series which may be issued in an aggregate principal amount not to exceed \$5,000,000 by the escrow agent, for and on behalf of the District, to finance the Project. The Obligations shall be issued at a true effective rate of interest not to exceed five percent (5.00%) per annum and shall be issued at not less than ninety eight percent (98.0%) of par value (not including original issue discount) and shall mature not later than thirty (30) years from the date of issuance. The estimated weighted average life of the Obligations may not exceed the estimated dollar weighted average life of the Project as determined by the Authorized Representative (defined below).
- B. <u>Financing Agreement</u>. The District authorizes the execution and delivery of a financing agreement (the "<u>Financing Agreement</u>") to finance the Project in a form satisfactory to the Authorized Representative (defined below).

E. <u>Escrow Agreement</u>. The District authorizes the execution and delivery of an escrow agreement between the District and the escrow agent, selected by the Authorized Representative (defined below) pursuant to Section 5.E. hereof, (the "<u>Escrow Agreement</u>"), in a form satisfactory to the Authorized Representative (defined below), pursuant to which the escrow agent shall execute the Obligations representing the principal amount payable under the Financing Agreement, and evidencing the right of the escrow agent to receive the District's payments under the Financing Agreement (the "Financing Payments").

## Section 2. Security.

The Financing Payments shall be payable from the lawfully available, general, non-restricted revenues of the District and other funds which may be available for that purpose, including taxes levied within the restrictions of Sections 11 and 11b, Article XI of the Constitution of the State of Oregon. The obligation of the District to make Financing Payments shall be a full faith and credit obligation of the District, and is not subject to annual appropriation. The Owners of the Obligations shall not have a lien or security interest on the property financed with the proceeds of the Obligations. The District may issue additional debt on parity with the Financing Agreement and Obligations, subject to any conditions under the Financing Agreement.

## Section 3. Designation of Authorized Representative.

The District hereby authorizes the Superintendent or the Director of Fiscal Services (the "<u>Authorized Representative</u>") to act as the authorized representative on behalf of the District and determine the remaining terms of the Financing Agreement as delegated in Section 5 below.

## **Section 4. Conditional Redemption.**

Any notice of optional redemption may state that the optional redemption of the Obligations is conditional upon receipt by the escrow agent of moneys sufficient to pay the redemption price or upon the satisfaction of any other condition, and/or that such notice may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price if any such condition so specified is not satisfied or if any such other event occurs. Notice of such rescission or of the failure of any such condition shall be given as promptly as practicable upon the failure of such condition or the occurrence of such other event.

## Section 5. Delegation of Final Terms and Sale of Obligations and Additional Documents.

The Authorized Representative is authorized, on behalf of the District, to:

- A. determine whether the Obligations will be sold in one or more series;
- B. approve of and authorize the distribution of the preliminary and final Official Statements to prospective purchasers of the Obligations;

- C. determine or negotiate the terms under which the Obligations shall be sold, and execute and deliver a Purchase Agreement(s) with the underwriter for sale of the Obligations;
- D. establish the maturity and interest payment dates, dated date(s), principal amounts, capitalized interest (if any), optional and/or mandatory redemption provisions, interest rates, denominations, serial and term maturities, whether the Obligations are issued on a taxable and/or tax-exempt basis, and other terms under which the Obligations shall be issued, sold, executed, and delivered;
- E. determine and negotiate the terms and approve of the Financing Agreement and the Escrow Agreement as the Authorized Representative determines to be in the best interest of the District, and to execute and deliver the Financing Agreement and the Escrow Agreement and appoint an escrow agent;
- F. determine which fund or funds are available to pay the Financing Payments and allocate the Obligation proceeds to the Projects;
- G. determine whether the Obligations shall be Book-Entry certificates and to take such actions as are necessary to qualify the Obligations for the Book-Entry System of DTC, including the execution of a Blanket Issuer Letter of Representations;
- H. seek to obtain a rating on the Obligations, if determined by the Authorized Representative to be in the best interest of the District;
- I. apply for municipal bond insurance or other credit enhancement for the Obligations, and expend proceeds to pay the insurance premium, if determined by the Authorized Representative to be in the best interest of the District;
- J. approve, execute and deliver a Tax Certificate(s); and execute and deliver a Certificate(s) specifying the action taken pursuant to this Resolution, and any other documents, agreements or certificates that the Authorized Representative determines are necessary and desirable to issue, sell and deliver the Obligations in accordance with this Resolution; and
- K. approve, execute and deliver a continuing disclosure certificate pursuant to SEC Rule 15c2-12, as amended (17 CFR Part 240, § 240.15c2-12) for the Obligations;
- L. execute and deliver a certificate specifying the actions taken pursuant to this Resolution and any other documents, agreements or certificates that the Authorized Representative determines are necessary and desirable for the Obligations in accordance with this Resolution and take any other actions that the Authorized Representative determines are necessary or desirable to finance the Project in accordance with this Resolution; and
- M. take any other actions reasonable, necessary or convenient in connection with the issuance and sale of the Obligations and not inconsistent with the terms of this Resolution and applicable law.

## **Section 6. Compliance with Internal Revenue Code.**

For those Obligations that are issued on a tax-exempt basis, the District hereby covenants for the benefit of the Owners of such Obligations to use Obligation proceeds and the Project financed with Obligation proceeds in the manner required, and to otherwise comply with all provisions of the Code, which are required so that interest paid on the Obligations will be excluded from gross income of the Owners of such Obligations for federal income tax and State of Oregon personal income tax purposes. The District makes the following specific covenants with respect to the Code:

- A. The District will not take any action or omit any action if it would cause the Financing Agreement or Obligations to become arbitrage bonds under Section 148 of the Code.
- B. The District shall operate the Project financed with the Obligations so that the Obligations do not become "private activity bonds" within the meaning of Section 141 of the Code.
- C. The District shall comply with appropriate Code reporting requirements.
- D. The District shall pay, when due, all rebates and penalties with respect to the Obligations which are required by Section 148(f) of the Code.

The covenants contained in this Section 6 and any covenants in the closing documents for the Obligations shall constitute contracts with the owners of the Obligations, and shall be enforceable by them. The Authorized Representative may enter into covenants on behalf of the District to protect the tax-exempt status of the Financing Agreement and the Obligations.

## Section 7. Appointment of Special Counsel.

The District appoints Mersereau Shannon LLP as special counsel to the District for the issuance of the Obligations.

### **Section 8. Appointment of Underwriter.**

Stifel, Nicolaus & Company, Incorporated is hereby appointed as underwriter for the issuance of the Obligations.

## Section 9. Appointment of Financial Advisor.

The Authorized Representative is authorized to select and appoint a financial advisor to the District in connection with the issuance of the Obligations.

### Section 10. Preliminary and Final Official Statement.

The District may prepare or cause to be prepared a preliminary official statement for the Obligations which shall be available for distribution to prospective purchasers. In addition, an official statement may be prepared and shall be ready for delivery to the purchasers of the Obligations no later than the seventh (7th) business day after the sale of the Obligations. When the District determines that the final official statement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained in the official statement not misleading in the light of the circumstances under which they are made, the Authorized Representative is authorized to certify the accuracy of the official statement on behalf of the District.

### **Section 11. Continuing Disclosure.**

The District covenants and agrees to comply with and carry out all of the provisions of a Continuing Disclosure Agreement which may be negotiated with the underwriter, if applicable. Notwithstanding any other provision of this Resolution, failure by the District to comply with the Continuing Disclosure Agreement will not constitute an event of default; however, any Registered Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section and the Continuing Disclosure Certificate.

#### Section 12. Resolution to Constitute Contract.

In consideration of the purchase and acceptance of any or all of the Obligations by those who shall own the same from time to time (the "Owners"), the provisions of this Resolution shall be deemed to be and shall constitute a contract between the District and the Owners. The covenants, pledges, representations and warranties contained in this Resolution or in the closing documents executed in connection with the Obligations and the other covenants and agreements herein set forth to be performed by or on behalf of the District shall be contracts for the equal benefit, protection and security of the Owners, all of which shall be of equal rank without preference, priority or distinction of any of such Obligations over any other thereof, except as expressly provided in or pursuant to this Resolution.

## Section 13. Designation as Qualified Tax-Exempt Obligation.

For purposes of paragraph (3) of Section 265(b) of the Code, the District designates the Obligations "qualified tax-exempt obligations" provided the Obligations do not constitute a private activity bond as defined in Section 141 of the Code and not more than \$10,000,000 aggregate principal amount of obligations, the interest on which is excludable under Section 103(a) of the Code from gross income for federal income tax purposes (excluding, however, private activity bonds other than qualified 501(c)(3) bonds) including the Obligations have been or will be issued by the District, including all subordinate entities of the District, if any, during the current calendar year in which the Obligations are issued.

## **Section 14. Post Issuance Compliance Procedures.**

The Authorized Representative is authorized to prepare procedures regarding post issuance compliance related to tax-exempt and taxable obligations of the District.

## Section 15. Intent to Reimburse.

The District hereby declares its official intent to reimburse itself with the proceeds of the Obligations for any of the Expenditures incurred by it prior to the issuance of the Obligations.

## **Section 16. Effective Date**

This Resolution shall take effect on the date of its adoption.

**ADOPTED** this 12<sup>th</sup> day of September 2019.

YAMHILL CARLTON SCHOOL DISTRICT NO. 1	1
YAMHILL COUNTY, OREGON	

	By:	
	Chair	
ATTEST:		
By:Superintendent/Clerk		

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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36		

37		CONTRACT AGREEMENT		
38		Between		
39	THE YAMHILL CARLTON TEACHERS ASSOCIATION			
40 41		and THE YAMHILL CARLTON SCHOOL DISTRICT NO. 1		
41 42		YAMHILL COUNTY, OREGON		
43		TAIVITILE COONTT, OREGON		
44	This	Agreement entered into this 22nd day of August 2019, by and between the Yamhill Carlton		
45	Teac	hers Association, hereinafter called the "Association" and The Yamhill Carlton School		
46	Distr	ict No. 1, Yamhill County, Oregon, hereinafter called the "District". This agreement shall be		
47	in ef	fect from the 2019-2020 school year through the 2021-2022 school year. Salaries are set		
48	for a	Il three years of this contract. The benefits level will be \$1350 for the first 2 years of the		
49	cont	ract and then \$1450 for the 3 <sup>rd</sup> year of the contract. Beginning with the 2019-2020 school		
50	year PERS will be picked up by the district per Article 18 (I). There will also be a salary increase			
51	of 2.5% in the 2020-2021 school year and 2.5% in the 2021-22 school year. Language is set for			
52	all three years of this contract. The District and Association will reopen full contract			
53	nego	tiations by January 15, 2022.		
54				
55		WITNESSETH:		
56				
57	WHE	REAS the District and the Association recognize and declare that providing a quality		
58	educ	ation for the children of Yamhill and Carlton is their mutual aim, and that the character of		
59	such	education depends upon the quality and morale of the teaching service, and WHEREAS the		
60	mem	bers of the teaching profession are particularly qualified to assist in formulating policies		
61	and <sub>l</sub>	programs designed to improve educational standards, and WHEREAS the parties have		
62	reacl	hed certain understanding which they desire to confirm, IT IS HEREBY AGREED AS		
63	FOLL	OWS:		
64		ARTICLE 1		
65		Recognition		
66				
67	A.	The District recognizes the Association as the sole and exclusive bargaining		
68		representative for employees who work in positions requiring licensed teacher		
69		personnel. Supervisors, confidential employees, classified staff and substitutes are		
70		excluded from the bargaining unit.		

71

73	В.	in professional negotiations with the District through representatives of their own
74		choosing.
75		
76	C.	This Agreement shall take precedence over any policies, rules, regulations, procedures
77		or practices of the District, which is contrary with the terms of this Agreement.
78		
79	D.	There shall be two signed copies of the final Agreement for the purpose of records. One
80		shall be retained by the District and one by the Association. Within one month of
81		ratification of this Agreement by both parties, the District agrees to post the new
82		Collective Bargaining Agreement on the district website.
83		
84		ARTICLE 2
85		Negotiation of a Successor Agreement
86	_	
87	A.	<u>Deadline Date</u>
88		The parties agree to enter into bargaining over a successor Agreement no later than
89		January 15, 2022. Any Agreement so negotiated shall be reduced to writing after
90		ratification by the parties.
91 92	В.	Madification
92	D.	Modification  This Agreement shall not be modified in whole or in part by the parties except by an
93 94		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.
95		instrument, in writing, duly executed by both parties.
96		ARTICLE 3
97		Association Rights
98		, is sociation rights
99	A.	The Association may transact official Association business on school District property,
100		outside the workday, and use school District facilities and equipment with prior
101		approval of the Superintendent. Association members may use the e-mail system to
102		communicate with the administration during the regular workday, so long as it is not
103		done during student contact time. It is understood that internal Association
104		communications will be done outside the regular workday.
105		
106	В.	Upon request, the District shall furnish the Association readily available public
107		information needed for its use as an exclusive bargaining representative for the purpose

108	of negotiations. The District reserves its right under Oregon's Public Records and
109	Collective Bargaining laws to charge reasonable costs for locating and/or copying such
110	information.
111	
112	C. A teacher engaged during the school day on behalf of the Association with any
113	representative of the District, or participating in any professional grievance negotiation,
114	including mediation or arbitration, shall be released from regular duties and allowed to
115	use Association Leave when such activities are required by a mediator or arbitrator.
116	
117	D. The District shall notify the Association of new hires at least one week prior to the
118	orientation day and shall give the Association (up to) one hour of that day to meet with
119	the new bargaining unit members. For any bargaining unit member hired after the start
120	of the school year the District shall notify the Association within one week of the first
121	day of work, of the name and worksite of the new hire. The Association shall be granted
122	(up to) one hour of non-student contact time to meet with the new bargaining member.
123	
124	
125	ARTICLE 4
126	Maintenance of Standards
127	
128	Only such existing and future personnel policies and benefits as are specifically covered by the
129	terms of this Agreement shall be affected by the execution of this Agreement. During the term
130	of this Agreement, the District will not change any existing condition that is a mandatory
131	subject of bargaining without first negotiating the proposed change with the Association.
132	
133	ARTICLE 5
134	District Rights
135	
136	The District, on its own behalf and on behalf of the electors of the District, hereby retains and
137	reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and
138	invested in it by the laws and constitution of the State of Oregon, and of the United States,
139	including but without limiting the generality of the foregoing, the right;
140	
141	A. To the executive management and administrative control of the school system;
142	

143	B.	To hire all employees, to determine their qualifications, and the conditions for their				
144		continued employment, or their demotion; and to promote and transfer all such				
145		employees;				
146						
147	C.	To determine staffing levels in accordance with the express terms of this agreement.				
148	Б	To conclude a configuration of the configuration of				
<ul><li>149</li><li>150</li></ul>	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				
151		or advisable by the District;				
152	_					
153	E.	To decide upon the means and methods of instruction, the selection of textbooks and				
154		other teaching materials, and the use of teaching aids of every kind and nature;				
155	_	To determine along school log become of instruction, the construction participates and the				
156	F.	To determine class schedules, hours of instruction, the co-curricular activities, and the				
157		duties, responsibilities, and assignments of teachers and other employees with respect				
<ul><li>158</li><li>159</li></ul>		thereto, and the terms and conditions of employment.				
160	The	The everging of the foregoing newers rights sutherity duties and respectibilities by the				
161		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				
162	shall be limited only by the specific and expressed terms of this Agreement.					
163	orran.	we minited only by the specific and expressed terms of this 7 greement.				
164		ARTICLE 6				
165		Teacher Rights				
166						
167	Unle	ss specifically stated, nothing in this contract shall be construed to deny a teacher his/her				
168	constitutional or statutory rights.					
169						
170	A.	The Association and District acknowledge the fundamental need to protect teachers				
171		from any unreasonable censorship or restraint, which might interfere with their				
172		obligation to perform their prescribed teaching function within the parameters of the				
173		curriculum set by the Board of Directors and/or State of Oregon law.				
174						
175	В.	No teacher shall be formally disciplined without first being informed of the charges and				
176		given an opportunity to meet with the charging party and respond to those charges.				
177		The employee's response may be verbal or in writing. After a decision is finalized, the				
178		employee will be given written notification thereof.				

179 180 C. If the teacher disagrees with the final administrative decision in Section B, he/she may 181 enter the Grievance Procedure (Article 9) at Level C and may process the grievance 182 according to the grievance procedure of this Agreement. 183 184 D. Sections 'B' and 'C' of this Article shall not apply to the nonrenewal or dismissal of a 185 probationary teacher. 186 187 E. Reprimands shall be made privately and not in the presence of students, parents, 188 teachers or members of the community unless the district, for reasons of safety or 189 protection of property determines that circumstances warrant immediate action to 190 interrupt employee misconduct. 191 192 F. When a licensed position is vacated or created, in-building transfers of current 193 personnel will be made by the building administrator to improve the instructional 194 capabilities of the staff or to balance the budget. Any in-building transfers made under 195 this provision shall comply with applicable provisions of the contract. 196 197 1. If a licensed position becomes available, the position will be posted both 198 internally and externally simultaneously. Positions will be advertised in-house to 199 all district staff by an email posting and posted on the district website. Any 200 qualified bargaining unit in-house candidate who applies will be granted an 201 interview. After at least 3 (three) days a formal interview process will be 202 conducted of in-house applicants and the hiring team shall consist of 203 administrative and certified personnel. 204 205 2. If an in-house applicant is deemed by the hiring team to be the right "fit" for the 206 position, the in-house applicant will be offered the position. The subsequent 207 teaching vacancy will trigger the process set forth above again. 208 209 3. If no in-house applicant is deemed to be the right "fit" for the position by the 210 hiring team, the hiring team will provide a written explanation to each in-house 211 applicant, explaining why the in-house applicant was not the right "fit." External 212 candidates will be considered at this time and the hiring process continues. 213

214 4. This process will apply to regular positions only. This process will not be used for 215 temporary or substitute positions. 216 217 5. The district will continue to maintain the right to make final assignments. 218 219 G. Involuntary Transfer: Whenever possible, if the District anticipates an involuntary 220 transfer may be necessary, they will give notice of the potential transfer to any 221 potentially affected teacher within five (5) working days of this determination. The 222 appropriate administrator shall meet with the affected teacher(s) for the following 223 purposes: 224 1. The District will inform the teacher of the decision for the potential transfer; 225 2. The District will inform the teacher of any known vacancies; 226 3. The teacher can give input on his/her preferences with any new assignment 227 and/or apply for a voluntary transfer as outlined above. 228 4. After considering all such input, the District shall make their final decision within 229 ten (10) days of notification, regarding the involuntary transfer and must inform 230 the teacher in writing of their decision. In the case of an involuntary transfer 231 the affected teacher shall be given one additional contract day. Additional days 232 may be granted at the discretion of the Superintendent. 233 234 Personnel Files: The personnel file shall be kept by the District in accordance with ORS Η. 235 342.850 in which they are open for inspection by the teacher, the teacher's designees 236 and the Board's designees. 237 238 Evaluation of Students: The teacher shall maintain the responsibility to determine the ١. 239 grades earned by students within the teacher's grading guidelines as approved by the 240 Superintendent or his/her designee. No grade of a student shall be changed without 241 having first been submitted and approved by a committee consisting of the teacher, 242 principal and another teacher appointed by the Association. The committee so selected 243 may establish its own procedure for examining material and gathering information from 244 which to make a decision. Either party may appeal the decision to the School Board 245 which retains the final decision making authority for all grades. The School Board's 246 decision shall not be subject to the grievance procedure. 247 248 Security cameras within the District will not be used for staff evaluation purposes but J. 249 may be accessed as part of an investigation of any reported impropriety.

250			ARTICLE 7
251			Evaluations
252			
253	The I	Distri	ct shall comply with the procedures required by ORS 342.850 and SB 290.
254			
255			ARTICLE 8
256			Just Cause
257			
258	No m	nemb	er of the bargaining unit will be disciplined without "Just Cause". However, any
259	actio	n res	ulting in the dismissal of a probationary teacher or the nonrenewal of a probationary
260	teacl	าer w	ill not be considered part of this agreement nor grievable under the Grievance
261	Proc	edure	e (Article 9). Additionally, this "Just Cause" provision does not apply to retention or
262	non-	reten	tion in extra duty positions.
263			ARTICLE 9
264			Grievance Procedure
265	A.	<u>De</u>	<u>finitions</u>
266		_	
267		1.	"Contract Grievance" shall mean a complaint by an employee or group of employees
268			that there has been to him/her/them a violation of any provisions of the contract.
269		_	
270		2.	"Grievant" is the person or persons who has the contract grievance and is presenting
271			the complaint, also referred to as the complainant.
272		2	
273		3.	The "Party in Interest" is either the person or persons making the complaint or the
274			person or persons against whom the complaint is made.
275 276		1	"Consultant" is the one who advises either party in interest.
277		4.	Consultant is the one who advises either party in interest.
278		5	"Representative" is the one who may speak for and/or advise a party in interest.
279		٦.	Representative 13 the one who may speak for ana/or advise a party in interest.
280		6.	"Immediate Supervisor" is the one who has direct administration or supervisory
281		0.	responsibilities over the aggrieved in the area of grievance as stated in School Board
282			policy.
283			P==1-
284		7.	"Days"- The term "days" when used in this article shall, except where otherwise
285			indicated, mean the grievant's working days.
			·

286 287 8. "Persons Officially Involved" means the Superintendent, his representative and/or 288 consultant, the grievant, his representative and/or consultant, and witnesses. 289 290 9. "Association" - Yamhill Carlton Teachers Association. 291 292 В. **General Procedures** 293 294 1. These procedures should be processed as rapidly as possible, the number of days 295 indicated for settlement or appeal at each level should be considered a maximum. 296 The time limits can be extended by written mutual consent of the parties involved at 297 any level of the procedures. 298 299 2. All parties should attempt to complete the procedures by the end of the school year. 300 The parties shall make good faith effort to shorten the number of days provided at 301 the various steps in order to finish by the end of the school year and avoid, if 302 possible, carrying the process into the summer vacation period or the following 303 school year. 304 305 3. All parties in interest have a right to consultants or representatives of their own 306 choosing at each level of these grievance procedures. 307 308 4. There shall be no restraint, interference, discrimination, or reprisal exerted on any 309 employee choosing to use these procedures for resolution of contract grievance. 310 311 5. Failure at any level of this procedure by the grievant to appeal a contract grievance 312 to the next level within the specified time limits shall be deemed to be acceptance of 313 the decision rendered at that level. If an appeal is made to the next level, the 314 complainant shall set forth the grounds upon which the complaint is based and the 315 reasons why the aggrieved considered the decision unacceptable. Failure at any 316 level of this procedure to communicate the decision in writing on a contract 317 grievance within the specified time limits shall permit the grievant to proceed to the 318 next level. 319

320		6.	All documents, communications and records of a contract grievance will be filed in
321			the School District Office separately from the personnel files. References to the
322			records, such as summary, may be placed in the appropriate personnel file(s).
323			
324		7.	Forms for processing contract grievances shall be prepared by the Superintendent or
325			his/her designated representative in cooperation with the Association and will be
326			printed and given appropriate distribution by the parties so as to facilitate operation
327			of the grievance procedure.
328			
329		8.	In the course of investigating any contract grievance, representatives of either party
330			in interest who need to contact an employee will contact the supervisor and will
331			state the purpose of the visit.
332			
333		9.	Every reasonable effort will be made by all parties to avoid interruption of classroom
334			and/or any other school sponsored activities.
335			
336		10.	. Every reasonable effort will be made by all parties to avoid the unnecessary
337			involvement of students in the grievance procedure.
338			
339		11.	. All parties in interest will process contract grievances after the regular work day or
340			at other times which do not interfere with assigned duties.
341			
342		12.	. Each contract grievance shall have to be initiated within twenty (20) school calendar
343			days after the occurrence of the cause for the complaint. However, if the grievant
344			did not become aware of the occurrence until a later date, then he/she must initiate
345			action within the twenty (20) days following his/her first knowledge of the cause
346			failure to thus initiate such action shall constitute waiver of the grievance.
347			
348		13.	. Financial Responsibility: Each party shall pay any and all costs incurred by said party.
349			Costs for the services of an arbitrator, including per diem expenses, if any, and
350			actual and necessary travel, subsistence expenses and the cost of the hearing room
351			shall be borne equally by the District and the Association.
352			
353	C.	Lev	vels of Grievance
354			
355		1.	Level One- Informal and Formal Grievance Level

356 The grievant will first discuss his/her contract grievance with his/her principal or 357 immediate supervisor, either individually or through the Association representative, 358 or accompanied by a representative, with the objective of resolving the matter 359 informally. 360 361 If the grievant is not satisfied with the disposition of his/her contract grievance, 362 he/she may file a written contract grievance with the immediate supervisor within 363 ten (10) days following the attempt to resolve the matter informally. 364 365 This complaint shall set forth the grounds upon which the complaint is based and 366 the reasons why the aggrieved considers the decision rendered is unacceptable. The 367 supervisor shall communicate his/her decision in writing within five (5) days to the 368 aggrieved. 369 370 2. Level Two 371 Appeals to the Superintendent shall be heard by the Superintendent or his/her 372 representative within ten (10) days of his/her receipt of the appeal. Written notice 373 of the time and place of the hearing shall be given five (5) days prior thereto to the 374 grievant, his representative, or any other persons officially involved in the contract 375 grievance. 376 377 Attendance at the hearing of appeal shall be restricted to persons officially involved. 378 Parties in interest may elect to call witnesses who shall appear individually at the 379 hearing. 380 381 Within five (5) days of hearing the appeal, the Superintendent shall communicate to 382 the grievant and all other parties officially present at the hearing his/her written 383 decision, which shall include supporting reasons therefore. 384 385 If the grievant is not satisfied with the decision of the Superintendent, he/she may 386 file a written appeal through the Superintendent to the School Board within ten (10) 387 days from the receipt of the Superintendent's decision. The appeal shall state the 388 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.

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#### 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

428 are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall 429 set forth the findings of fact, reasoning and conclusions on the issues submitted. 430 The arbitrators shall be without power or authority to make any decisions which 431 require the commission of an act prohibited by law or which is violative of the terms 432 of this Agreement. Any questions of arbitrability shall be decided prior to the 433 hearing. The decision of the arbitrator shall be submitted to the District and 434 Association and shall be final and binding on the parties' subject to the terms of ORS 435 243.706. 436 **ARTICLE 10** 437 Reduction in Force 438 439 A. If the District determines a lay-off is necessary, it will do so in accordance with ORS 440 342.934 and the requirements of this Article. 441 442 В. When considering an actual or prospective lay-off, the District shall, insofar as 443 reasonably practicable, provide thirty (30) days written notice to the affected teacher 444 and to the Association that such lay-off is under consideration, and provide the 445 Association with a 10-day period to submit the Association views and perspectives prior 446 to the Districts decision. 447 448 In determining teachers to be retained when the District reduces its staff under this C. 449 section, the District shall: 450 1. Determine whether teachers to be retained hold proper licenses to fill the 451 remaining positions. 452 453 2. Determine seniority of teachers to be retained, based on the first day of actual 454 service with the District. 455 If the District desires to retain a teacher with less seniority than a teacher being 456 3. 457 released under this section, the District shall determine that the teacher being 458 retained has more competence than the teacher with more seniority who is 459 being released. For purposes of this Article, competence is defined according to 460 ORS 342.934 (9)(a), as the ability to teach a subject or grade level based on 461 recent teaching experience related to that subject or grade level within the last 462 five years, or educational attainments, or both, but not based solely on being

licensed to teach.

464		ARTICLE 11
465		Recall
466		
467	A.	The District shall advise all affected employees of their recall rights, in writing, at the
468		times of layoff under this Article.
469		
470	В.	While any teacher is laid off as a result of reduction in force provisions of Article 10, the
471		District will maintain a recall list which will insure the teachers, for a period of up to
472		twenty-seven (27) months, will be recalled in the reverse order of layoff, provided they
473		are qualified to teach the available position.
474		
475	C.	Refusal of the employee to accept an offer of recall to a particular position during the
476		twenty-seven (27) month recall period shall not affect the employee's right to be
477		offered recall for subsequent positions.
478		
479	D.	Teachers laid off under the provisions of this Article shall be notified by certified mail at
480		the last address of record on file with the District when positions become open for
481		which they are qualified. Teachers shall make written notice to the Superintendent
482		within (10) calendar days of the first attempted delivery of the certified notification
483		letter if they wish to return.
484		
485	E.	A laid off teacher shall be considered laid off until (A) reinstated in the District; (B)
486		twenty-seven (27) month listing lapses; (C) failure to respond within ten (10) calendar
487		days of notification of a written offer of a position made by the District; (D) acceptance
488		of a non-temporary position in another District.
489	_	
490	F.	Benefits pertaining to layoff:
491		
492		1. Subject to the group employee insurance carrier(s), the District shall extend medical
493		and dental coverage to laid off teachers during the layoff period. Laid off employees
494		may maintain insurance policies at the employee's own expense, subject to COBRA
495		and the underwriting rules of the insurance carrier. Teachers who accept other
496		employment where medical and dental insurance for all family members is paid by
497		the employer shall not be eligible for the extension of group insurance coverage.
498		

	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.
В.	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.
	Α.

# 535 ARTICLE 13 536 Work Schedules 537 538 A. Workdays 539

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. Each full time teacher shall be entitled to a minimum of 30 minutes of continuous preparation time each day during student contact hours or the equivalent during any given work week. 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 the statewide substitute rate converted to an hourly basis when requested to cover other classes or perform supervisory or instructional/curricular duties during the allocated daily preparation time. 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 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. 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

570 students on an all-day field trip will not be compensated for time outside of their normal 571 workday. 572 573 Committees, assigned and required by the District, requiring substantial time 574 commitments shall be compensated at the extra duty rate per the contract. The 575 definition of substantial time commitment shall be committee assignment which meet 576 the following criteria: 577 578 1. Meeting times are consistently outside the normal working hours; 579 2. Comp time or release time is not provided; and, 580 3. During a school year the committee meets on five or more different days or for a 581 total work time for the year of five (5) or more hours. 582 583 C. Travel 584 585 Teachers shall be reimbursed for travel when their staff assignments, during a normal 586 workday, place them in both Yamhill and Carlton schools at the Districts mileage 587 reimbursement rate. This does not include travel to another building that would 588 normally be on an employee's way home. (Example: An employee lives in 589 McMinnville, they start their day in Yamhill and end in Carlton. Because the employee 590 would travel from Yamhill through Carlton to travel home to McMinnville there would 591 be no mileage reimbursement.) This article does not apply to extra duty positions. 592 593 D. Duty 594 595 At the beginning of the school year, assignments for hall duty, bus duty, grounds duty, 596 recess duty, etc., will be given to teachers. Duties outside regular classroom work are 597 the responsibility of all members of the faculty. These will be undertaken in a manner 598 so that no one person will have an undue share of such duty. 599 600 E. If school is closed: 601 602 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.

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#### F. 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.

## 618 ARTICLE 14 619 Payroll Deductions

#### A. Association Dues

#### 1. <u>Dues Deduction Authorization</u>

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 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.

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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  $\mathbf{1}^{\text{st}}$  in what month deductions are to begin. If the Association fails to give notice to the District deductions shall begin in October. Deductions for

641 employees who join the Association after the beginning of the school year shall 642 be prorated on a twelve-month proration schedule. 643 644 3. **Processing YCEA Dues Deductions** 645 646 YCEA dues shall be deducted from each member's paycheck as directed by the 647 YCEA. 648 649 4. Remittance of Dues Checks 650 651 Data to OEA a. 652 Within ten (10) days after each pay period, District shall send the 653 Association an Excel-compatible register of the NEA/OEA/YCEA dues, 654 including voluntary Association contributions, deducted from each 655 member's paycheck. 656 657 b. Payment to OEA 658 Within ten (10) days after each pay period, [Employer] shall send to OEA, 659 in a single payment, the combined NEA and OEA dues, including 660 voluntary Association contributions, deducted for the month. 661 662 c. Payment to YCTA 663 YCTA dues payments will be deducted and paid separately from OEA/NEA 664 dues and shall be remitted to the YCTA Treasurer. 665 666 5. **Indemnification** 667 668 The Association agrees to indemnify, defend, and hold the District harmless from 669 employee or former-employee claims, orders, or judgments against the district 670 concerning the dues deductions procedures outlined in this agreement. The 671 Association's obligations are contingent upon the District: 1) giving the 672 Association at least two-week's notice from the date they knew or should have 673 known, in writing, of any claim; 2) and providing the Association and its 674 designated counsel with information in its possession which is necessary for in 675 the defense of the claim. The Association's obligation does not extend to 676 criminal allegations or actions brought against the District by the Association. In

678 provide the attorney to defend against the claim. In the event the District 679 wishes to use its own attorney, the District will pay the fees and costs of said 680 attorney. 681 682 В. **Employee Information** 683 684 1. **Employee List** 685 Each September 30th, upon request by the Association, District shall provide to 686 the OEA Membership Specialist an Excel-compatible database of each employee 687 in the bargaining unit (both active members and non-members) that includes the 688 last four digits of their social security number, employee ID, date of birth, first 689 date of service, FTE, classification or title, PERS classification, worksite, position 690 on the salary schedule. Whenever a new employee is hired into the bargaining 691 unit, District shall provide the above information within thirty (30) days of hire. 692 693 2. Change in Employment Status 694 District shall promptly notify the OEA Membership Specialist whenever an 695 employee in the bargaining unit is placed on an unpaid leave of absence, retires, 696 is laid off, resigns, or changes their name. 697 698 3. Other Deductions: 699 In addition to standard payroll deduction required by law, other payroll 700 deductions, as approved by the District, may be arranged for in the business 701 office in accordance with School Board policy. All voluntary deductions shall be 702 in writing and shall be given to the Business Manager prior to the monthly 703 payroll deadline. 704 705 **ARTICLE 15** 706 **Travel Pay and Lodging** 707 708 Travel will be paid in accordance to IRS rate guidelines and reimbursement rates set by the 709 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

the event the District properly invokes this paragraph, the Association will

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712	Superintendent's approval upon filling out the proper forms and providing the required receipts
713	on or before the next regular pay date deadline.
714	
715	
716	ARTICLE 16
717	Tuition Reimbursement
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719	The Yamhill Carlton School District supports the continued professional development of
720	teachers. Under our current Licensed Labor Agreement tuition reimbursement is provided as
721	follows:
722	
723	The administrative team will review all Professional Development plans which indicate college
724	credit classes or college credit workshops will be taken. The team will approve
725	courses/workshops for reimbursement that are submitted in each of 4 rounds and subject to
726	available funds. No teacher will be approved for 2 courses/workshops without all those who
727	apply in the round having been approved for at least 1 course/workshop first. In each round if
728	more funds are requested than are available the available dollars will be distributed equally
729	among those who apply. The district will reimburse actual costs or the PSU cost per credit,
730	whichever is lower.
731	
732	Approval for round one must be submitted by September 15th and will be for classes starting
733	between August 25 <sup>th</sup> and November 25 <sup>th</sup> . A Professional Development plan as defined in the
734	Licensed Evaluation Handbook will be established with the Supervisor at the end of the year
735	meeting. The plan must indicate any college credit classes or college credit workshops the
736	teacher would like to attend in the Fall term or Fall Semester of the next school year. The plan
737	will be submitted by the teacher using an online form and approved by their supervisor prior to
738	the end of the contract year. This first round of approval will have access to \$4,000 of the total
739	\$25,000 YCTA Tuition Reimbursement Fund.
740	
741	Approval for round two must be submitted by December 15th and will be for classes starting
742	between November 26 <sup>th</sup> and February 25th. Each fall teachers will be able to complete a
743	Professional Development Plan form and request courses for the Winter term of that year. This
744	second round will be reviewed by the Administrative team and follow the same process
745	identified for the first round. This round will have access to any remaining funds from the first
746	round in addition to \$2,000.
747	

Approval for Round three must be submitted by March 15<sup>th</sup> and will be for classes starting between February 26<sup>th</sup> and May 25<sup>th</sup>. 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.

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Approval for Round four must be submitted by June 15th and will be for classes starting between May 26<sup>th</sup> 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.

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

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• 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.

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 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

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 All courses must be from a nationally accredited college or university approved by the Superintendent.

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• 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.

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• The Superintendent's decision as to all matters of Tuition Reimbursement shall be deemed to be final.

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 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.

784		ARTICLE 17
785		Compensation
786	A.	Salary Schedule
787		
788		If the contract days are increased or decreased, the salary would be computed
789		proportionally to the number of contract days changed. Salaries for teachers shall be
790		the same as indicated in Salary appendix of this contract. Teachers who are at the
791		bottom of their column and therefore not eligible for a step will be given a \$250
792		longevity payment instead of a step.
793		
794	B.	Salary per FTE (Full Time Equivalency)
795		
796		Each full time teaching position shall be assigned a decimal number of 1.0 FTE which
797		shall represent the amount of time employed at that position. Any position that is
798		assigned less than 1.0 FTE will be represented by assigning a decimal number between 0
799		and 1.0 FTE which shall represent the amount of time employed compared to a full-time
800		equivalent position. This decimal number shall be determined by the Superintendent
801		and should provide an allowance for prep time for .5 FTE or above.
802		
803		The decimal number shall be determined by comparing the total number of minutes
804		assigned to the total number of minutes of a full time position. (For example, if the total
805		work day is 420 minutes and the job assignment is 240 minutes, the decimal is
806		calculated as follows: 240/420=.571 FTE. Included in the part-time work period shall be
807		a prep period equal to the decimal amount multiplied by the average prep period. (For
808		example, .571 FTE x 30 minutes=17 minutes.) A part-time teacher's salary shall be the
809		product of the assigned decimal number to his/her position on the salary schedule.
810		
811		
812	C.	Teaching Experience
813		
814		Credit for teaching experience outside the District which, in the Superintendent's
815		judgment, is directly related to the position and reported at the time of hire will be
816		granted. "Teaching experience" shall be defined as:
817		4. Controlled an archaellance archaellance
818		<ol> <li>Contracted as probationary, permanent, or temporary teacher in a public school,</li> </ol>
819		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. <u>Pay Dates</u>

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. <u>Benefits For Non-Returning</u> 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.

#### 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 2<sup>nd</sup> 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:

893 Six percent (6%) shall be added to each cell of the salary schedule and the salary 894 schedule shall be recomputed on the same index to be effective prospectively; 895 896 The District shall be relieved of its obligation to pay the six percent (6%) professional 897 educator contribution required by ORS Ch. 238/ Ch. 238(a). 898 899 The District shall deduct the professional educator contribution required by PERS (Ch. 900 238)/ OPSRP (Ch. 238(a)) from each professional educator's pre-tax gross wages. 901 902 The District agrees to adopt a School Board resolution to make an election under the IRS 903 code to allow a pre-tax deduction of the six percent (6%) professional educator 904 contribution required by PERS (Ch. 238)/ OPSRP (Ch. 238(a)). Such deduction shall be 905 made from each professional educator's pre-tax gross wages. 906 907 All other compensation (e.g. hourly rates, extra duty, and extended duty) shall be 908 considered as "compensation" and shall be determined in accordance with Appendix B: 909 Extra Duty Pay. 910 911 **ARTICLE 18** 912 Leaves 913 A. Sick Leave: 914 The accumulation of sick leave shall be as provided by the current applicable state law. 915 Paid sick leave for members of the bargaining unit is accrued at the rate of ten (10) days 916 per year or one (1) day per full month worked, whichever is greater. Sick leave days are 917 credited to a full time teacher at the beginning of the school year or upon employment, 918 whichever occurs later. Part time teachers will earn sick leave on a pro-rated basis as 919 established by applicable state sick leave laws. When a teacher has used up all accrued 920 sick leave and protected FMLA/ OFLA leave and there is a definite prospect that the 921 teacher will not return to work, the Board may place the teacher on leave without pay 922 for the remainder of the school year, or until the teacher is certified by a physician to 923

Sick leave may be awarded for all reasons allowed under applicable state leave laws.

924 925

926

return to work.

927 The District will comply with the Oregon Family Leave Act (OFLA) and the Family Medical 928 Leave Act (FMLA). Medical certification is required to be completed prior to accessing 929 leave under FMLA/OFLA. Accrued sick leave will run concurrently with leave taken in 930 accordance with these laws. The District will allow an employee to use paid sick leave 931 for any leave that is covered under FMLA/OFLA and SB 454. 932 A sick leave absence that requires substitute coverage must be taken in 4 or 8 hour 933 increments. If an in house substitute is used the absence can be taken in 1 hour 934 increments. 935 936 Each Licensed staff member will be allowed to contribute up to two (2) of his or her own 937 accrued sick leave days per year to any other Licensed employee. The receiving person 938 must have exhausted all of his or her own paid leave before receiving contributed sick 939 leave from a licensed employee and may not receive more than 40 total donated sick 940 leave hours in one school year. 941 942 В. Jury Duty Leave: 943 An employee shall be granted leave with pay for service upon a jury. Any payment for 944 such service, other than mileage, will be turned over to the District by the employee. 945 946 C. **Bereavement:** Teachers shall be granted up to five (5) days at any time in the event of death of a 947 948 teacher's immediate family (including spouse, child, parents, brother, sister, 949 grandparents, grandchild, and any other person making permanent residence in the 950 household). In addition, under SB 454 and OFLA a teacher may access an additional 5 951 days of paid sick leave for the death of an immediate family member. Teachers shall be 952 granted up to three (3) days for any close relatives (including son-in-law, daughter-in-953 law, father-in-law, mother-in-law, brother-in-law, and sister-in-law). All other 954 bereavement leave granted will be at the discretion of the Superintendent. 955 956 It is understood that additional days in which the teacher is emotionally unfit to work 957 would be granted under the sick leave provisions.

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

D.

Personal Leave:

958959

960

962 general purpose for which the leave is to be used. At the end of the contract year the 963 District will grant \$100 to the employee for each unused personal day. 964 965 Notification of intent to use personal leave shall be submitted via the online absence 966 management system. The employee is responsible for not submitting a request for 967 more personal days than this leave allows. Except for accident or emergency involving 968 an employee's family or property, notification shall be submitted at least three (3) 969 working days in advance of the proposed leave and a substitute assigned in the absence 970 system. In the case of emergency use of personal leave, an email will be sent to the 971 building secretary and administration requesting use of emergency personal leave and 972 entry of the leave in the substitute management system. 973 974 Such leave may be claimed in increments of not less than one-half of the normal school 975 day. Such days may not be used for extending the following school holiday breaks 976 (Labor Day, Thanksgiving Break, Winter Break, Spring Break or Memorial Day). At the 977 discretion of the superintendent, exceptions may be granted. 978 979 Parental Leave: E. 980 Parental leave shall be granted in accordance with applicable leave laws. 981 982 F. Military Leave: 983 Employees who enter the armed services shall be granted a leave of absence subject to 984 the provision of Oregon law. 985 986 G. Professional Leave: 987 With prior approval of the principal and the Superintendent, a teacher may be absent 988 without loss of pay to attend seminars and workshops. 989 990 ١. <u>Discretionary or Emergency Leave:</u> 991 Discretionary or emergency leave, may be granted by the Superintendent for purposes 992 not otherwise covered by other District leave policies. The cost of discretionary leave to 993 the employee shall be the full cost of the teacher's substitute including any benefits and 994 will be borne by employees through payroll deduction. 995

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.

996

998	J.	Association Leave:
999		Upon request the Board may grant up to 2 days leave per school year to two Association
1000		building representatives to attend Association related training. The association shall
1001		bear the cost of the substitute.
1002		
1003	K.	Leave / Cancelled School
1004		Paid leave shall not be charged if school is cancelled. All leave entered in the absence
1005		management system for a closure day will be reversed.
1006		
1007	L.	Leave of Absence
1008		Upon request by a teacher, leaves of absence without pay for periods up to three (3)
1009		months may be granted with the approval of the Superintendent.
1010		
1011		The Board may grant an unpaid leave of absence over three (3) months and up to one
1012		(1) year, unless the law allows for a longer period.
1013		
1014		ARTICLE 19
1015		Fringe Benefits
1016	A.	Medical/Dental/Vision Insurance:
1017		The District will provide a medical, vision and dental insurance plan for teachers. Any
1018		participation requirement of the carrier must be complied with.
1019		
1020		Teachers working .5 FTE to .74 FTE will receive 50% of the District Benefit toward
1021		coverage.
1022		
1023		Teachers working .75 FTE or over will receive 100% of the District Benefit toward
1024		coverage.
1025		
1026		The District will pay \$1350 during the first 2 years of the contract and \$1450 in the third
1027		year of the contract towards Medical, Dental and Vision Insurance premiums.
1028		
1029	В.	<u>Insurance Opt-Out Benefit</u>
1030		In accordance with the requirements established by the District's insurance provider
1031		members with dual coverage insurance may "opt out" with proof they are already
1032		covered by other group insurance through a spouse or domestic partner. To avoid
1033		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 opt 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 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. <u>Oregon Educator Benefit Board</u>

Upon entering into OEBB, 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 OEBB 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 OEBB, 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. <u>Early Retirement:</u> 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);

1070 (Any employee with ten (10) years of service in the District and qualifies for early 1071 retirement through PERS, may retire and receive up to \$350 per month for a maximum 1072 of seven (7) years, to be applied toward the Retiree Insurance Plan(s) available through 1073 the District carrier. The employee must select early retirement at one of three specific 1074 times based on eligibility under PERS rules: 1075 1076 1. When the employee completes thirty (30) years of service; 1077 2. when the employee reaches age 55 by Labor Day of the year; or 1078 3. when the employee reaches age 58 by Labor Day of the year. 1079 1080 The employee shall give the District written notice of his/her intent to retire by April 15, 1081 prior to retirement. Actual retirement from the District must occur at the end of a school 1082 year. 1083 1084 The monthly payment by the District will cease when the employee dies, obtains health 1085 insurance coverage through any government or employer plan, when he/she resumes 1086 participation in the Public Employee's Retirement System in any employment capacity, or 1087 when the retiree reaches age 65. (Or when the seven years of payments have been met.) 1088 The District will allow the early retiree to maintain group medical/dental/vision 1089 insurance through the District policy, if available at the expense of the retiree until age 1090 65.) 1091 1092 **ARTICLE 20** 1093 Work Stoppage 1094 A. No Strike: 1095 The Association will not authorize, cause, engage in or sanction any form of illegal 1096 concerted work stoppage during the life of this agreement. 1097 1098 B. No Lockout: 1099 The District agrees that during the term of this agreement, there will be no lockout of 1100 employees. 1101 1102 C. **Negotiations:** 1103 Exception to this Article may occur only as a result of negotiations in accordance with 1104 ORS 243.650 to 243.782 and pursuant to ARTICLE 3 - Maintenance of Standards, of this

1105		agreement.
1106		
1107		ARTICLE 21
1108		Corrective Action Guidelines
1109		
1110	A.	Progressive Discipline: This agreement does not determine what level of discipline
1111		should be imposed, but the District shall follow the principles of progressive discipline.
1112		The discipline will be determined by the District based upon the specific circumstances
1113		of the situation. The District, school or principal should use corrective action when a
1114		teacher has violated a work rule, job duty or responsibilities, or where other good or
1115		just cause exists. These rules and directives should be communicated verbally, or in
1116		writing to the teachers, and cannot conflict with law, District policy or the terms of the
1117		Agreement.
1118		
1119	B.	Schedule Meeting: The designated school administrator will schedule a meeting with
1120		the teacher at a date, time and location designated by the District after giving advance
1121		notice to the teacher that the meeting might reasonably result in corrective action. The
1122		teacher will make every effort to attend the meeting as scheduled by the District, but in
1123		the even he/she is unable to attend at the designated time, the employee shall inform
1124		the designated school administrator so that the meeting may be rescheduled within a
1125		reasonable period of time (usually within 48 hours). The teacher may elect to be
1126		accompanied at this meeting by an Association representative; all meetings will be
1127		scheduled outside of school hours or the Association representative shall be permitted
1128		to conduct Association business directly related to the meeting during school hours. If
1129		the teacher fails to give notice of his/her inability to meet and fails to meet with the
1130		designated school administrator at the designated date, time and location, such failure
1131		will not limit the District's right to implement corrective action in accordance with this
1132		Agreement.
1133		
1134	Correc	tive action may include one or a combination of the following:
1135		
1136	1.	<b>Letter of Expectation:</b> constitutes written notice to the teacher that certain types of
1137		behavior are prohibited and that future misconduct may result in more serious
1138		corrective action or other discipline. The document will include: Teacher's name; date;
1139		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.

1177	
1178	The distinction between a Letter of Directive and a Letter of Reprimand:
1179	A Letter of Reprimand is reserved for serious or repeated infractions at the discretion of the
1180	designated school administrator issuing the letter.
1181	
1182	The issuance of Letters of Expectation and Directive are non-grieveable unless the issuance
1183	violates teacher's "Due Process" rights.
1184	
1185	ARTICLE 22
1186	Funding
1187	
1188	The parties recognize the revenue needed to fund the compensation and other economic
1189	provisions provided by this agreement must be provided by established budgeted procedures.
1190	All such compensation is therefore contingent upon sources of revenue. The Board has no
1191	intention of reducing the compensation specified in this agreement because of budgetary
1192	limitations, but cannot and does not guarantee any level of employment in the bargaining unit
1193	or economic compensation or benefits covered by the agreement. The Board agrees to include
1194	in its budget request sufficient to fund the compensation provided by the agreement, but
1195	makes no guarantee as to passage of such budget requests.
1196	
1197	When economic conditions prevent the District from funding the terms of this contract at the
1198	current level of employment, either party may, by written letter, open the economic provisions
1199	of this contract for replacement by negotiation.
1200	
1201	ARTICLE 23
1202	Effect of Agreement
1203	
1204	It is understood and agreed that the specific provisions contained in this Agreement shall be
1205	adopted by the Board and shall prevail over District practices and procedures with which they
1206	are specifically in conflict and will also prevail over conflicting state laws, only to the extent
1207	permitted by state law. In the absence of specific restrictive provisions in this Agreement, the
1208	District shall be free to continue, alter, or institute practices or procedures as seen fit, provided,
1209	however, that no practices or procedures shall be contrary to law or the terms of this
1210	Agreement.
1211	
12.12	All teacher contracts shall conform to the terms of this Agreement

1213	ARTICLE 24
1214	Savings Clause
1215	
1216	If any portion or provision of this contract is held to be illegal or invalid by operation of law, or if
1217	compliance with or enforcement of any provision should be restrained by law, the remainder of
1218	the agreement shall not be affected thereby. Upon request of either party, negotiations may
1219	be reopened on that item only to arrive at a mutually satisfactory replacement for such portion
1220	or provision.
1221	
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SIGNATURE	PAGE
EXECUTED ON the date of signature by the parties.	
Representing Yamhill Carlton School District No. 1	
Susan Fitzgerald, Chairman of the Board	Date
Charan Cline, Superintendent	 Date
Representing Yamhill Carlton Teachers Association:	
Evan Wickersham, Spokesperson YCTA	Date
Susie Schulze, YCTA President	Date

				BA+60	BA+83	BA+105	
	DA	DA - 24	DA - 45				
Hired after	ВА	BA+24	BA+45	MA	MA+23	MA+45	
7/1/2001				BA+60	BA+105		
	ВА	BA+24	BA+45	MA	MA+23	MA+45	
1	38,293	39,684	41,072	42,462	43,852	45,241	1
2	39,684	41,072	42,462	43,852	45,241	46,633	2
3	41,072	42,462	43,852	45,241	46,633	48,022	3
4	42,462	43,852	45,241	46,633	48,022	49,411	4
5	43,852	45,241	46,633	48,022	49,411	50,802	5
6	45,241	46,633	48,022	49,411	50,802	52,191	6
7	46,633	48,022	49,411	50,802	52,191	53,581	7
8	48,022	49,411	50,802	52,191	53,581	54,969	8
9	49,411	50,802	52,191	53,581	54,969	56,360	9
10	50,802	52,191	53,581	54,969	56,360	57,751	10
11	52,191	53,581	54,969	56,360	57,751	59,140	11
12		54,969	56,360	57,751	59,140	60,530	12
13		56,360	57,751	59,140	60,530	61,919	13
14			59,140	60,530	61,919	63,308	14
15			60,530	61,919	63,308	64,696	15
16			61,919	63,308	64,696	66,087	16
17			63,308	64,696	66,087	67,478	17
18			64,696	66,087	67,478	68,868	18
19					68,868	70,257	19
20						71,649	20
21						73,033	21

**Updated August 2019** 

				BA+60	BA+83	BA+105	
	DA	DA - 24	DA - 45				
Hired after	ВА	BA+24	BA+45	MA	MA+23	MA+45	
7/1/2001				BA+60	BA+105		
	ВА	BA+24	BA+45	MA	MA+23	MA+45	
1	39,250	40,676	42,099	43,524	44,948	46,372	1
2	40,676	42,099	43,524	44,948	46,372	47,799	2
3	42,099	43,524	44,948	46,372	47,799	49,223	3
4	43,524	44,948	46,372	47,799	49,223	50,646	4
5	44,948	46,372	47,799	49,223	50,646	52,072	5
6	46,372	47,799	49,223	50,646	52,072	53,496	6
7	47,799	49,223	50,646	52,072	53,496	54,921	7
8	49,223	50,646	52,072	53,496	54,921	56,343	8
9	50,646	52,072	53,496	54,921	56,343	57,769	9
10	52,072	53,496	54,921	56,343	57,769	59,195	10
11	53,496	54,921	56,343	57,769	59,195	60,619	11
12		56,343	57,769	59,195	60,619	62,043	12
13		57,769	59,195	60,619	62,043	63,467	13
14			60,619	62,043	63,467	64,891	14
15			62,043	63,467	64,891	66,313	15
16			63,467	64,891	66,313	67,739	16
17			64,891	66,313	67,739	69,165	17
18			66,313	67,739	69,165	70,590	18
19					70,590	72,013	19
20						73,440	20
21						74,859	21

Updated August 2019 - 2.5% Increase

				BA+60	BA+83	BA+105	
	ВА	BA+24	BA+45	MA	MA+23	MA+45	
Hired after	DA	DATE	DATTO	BA+60	BA+105	MATTO	
7/1/2001	ВА	BA+24	BA+45	MA	MA+23	MA+45	
1	40,231	41,693	43,151	44,612	46,072	47,531	1
2	41,693	43,151	44,612	46,072	47,531	48,994	2
3	43,151	44,612	46,072	47,531	48,994	50,454	3
4	44,612	46,072	47,531	48,994	50,454	51,912	4
5	46,072	47,531	48,994	50,454	51,912	53,374	5
6	47,531	48,994	50,454	51,912	53,374	54,833	6
7	48,994	50,454	51,912	53,374	54,833	56,294	7
8	50,454	51,912	53,374	54,833	56,294	57,752	8
9	51,912	53,374	54,833	56,294	57,752	59,213	9
10	53,374	54,833	56,294	57,752	59,213	60,675	10
11	54,833	56,294	57,752	59,213	60,675	62,134	11
12		57,752	59,213	60,675	62,134	63,594	12
13		59,213	60,675	62,134	63,594	65,054	13
14			62,134	63,594	65,054	66,513	14
15			63,594	65,054	66,513	67,971	15
16			65,054	66,513	67,971	69,432	16
17			66,513	67,971	69,432	70,894	17
18			67,971	69,432	70,894	72,355	18
19					72,355	73,813	19
20						75,276	20
21						76,730	21

Updated August 2019 - 2.5% Increase

1260 1261 1262 1263	Yamhill Carlton School District  Extra Duty Contract Job Descriptions  Effective July 1, 2019  Appendix B
1264 1265 1266 1267 1268	<b>WEB Coordinator</b> - 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 noncontract hours.
1269 1270 1271	<b>IS Student Council/Activities</b> - The teacher occasionally works after school with students' in leadership activities that benefit the intermediate school.
1272 1273 1274 1275 1276 1277 1278 1279 1280 1281 1282 1283 1284 1285	<ol> <li>Theater Arts Director - The teacher is responsible for after school Musical and Drama productions at YCIS and YCHS. At a minimum this should include:         <ol> <li>2 yearly productions that involve selected students 7-12. These students may or may not include students that are in drama electives.</li> <li>1 spring performance that includes selected students 1-8. These students may or may not include students that are in drama electives.</li> <li>Drama Coaches - This funding is for hiring technical assistants that are used for productions. For instance, a piano accompanist, a lighting specialist, etc.</li> </ol> </li> <li>YCES Stage Performances —         <ol> <li>The instructor will complete five (5) evening stage class performances for grades K-4.</li> <li>YCES Stage Productions Sound Assistant – This funding is for hiring an assistant for the elementary productions.</li> </ol> </li> </ol>
1286 1287 1288 1289 1290 1291 1292 1293 1294 1295	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.

1296 1297	<ul> <li>Examples include: The I3 Academy, A computer club where the students are learning to build a computer, A gardening club where the students</li> </ul>
1298	are producing plants for sale, etc.
1299	3. The students involved must meet outside the normal school hours for a
1300	significant part of their practice or preparation.
1301	<ul> <li>The program must be open to participation for students from multiple</li> </ul>
1302	grade levels.
1303	<ul> <li>The program must be open to all students in the school district that the</li> </ul>
1304	program is designed to serve and cannot be exclusive to students in a
1305	single course. For instance, students involved in Battle of the Books
1306	cannot be limited to Advanced English Classes.
1307	<ul> <li>When an academic activity extends into qualified post-season</li> </ul>
1308	competition, an extended extra-duty salary will be paid equal to .5% for
1309	Academic Advisors.
1310	
1311	Athletic Coaches – When an athletic activity extends into qualified post-season competition, an
1312	extended extra-duty salary will be paid equal to 1% for Varsity Head Coaches and .5% for
1313	Assistant Coaches.
1314	
1315	Instrumental Music Director - The teacher is required to produce after school performances
1316	by students in the instrumental music classes. The director shall meet with students outside
1317	of the class period/school day, as necessary, in order to prepare students for honor groups,
1318	solo/ensemble festivals, etc. This shall also include helping students record auditions for
1319	same.
1320	1. Each advanced ensemble should perform at least three times per academic
1321	year, dates to be determined at the professional discretion of the Director.
1322	2. Each beginning ensemble will perform at the professional discretion of
1323	the Director.
1324	3. A pep band should be scheduled to play at each home varsity football
1325	game while school is in session and at least 50% of both the girl's and
1326	boys' varsity home league basketball games after Winter Break.
1327	"Double headers" will count as two separate games. The total number
1328	of football and basketball games that the band performs at, excluding
1329	playoff games, shall not exceed 14 and a limit of one performance
1330	obligation per week should be maintained.

1331	SPED -	- Special Education teachers are required to conduct frequent IEP meetings and some
1332	studer	nt assessments after hours. This extra duty position acknowledges that requirement of
1333	extra t	time.
1334		
1335	Allian	ce Academy -
1336	1.	AA Coordinator of Extra Duty teachers who serve students beyond the target enrollment
1337		of 40.
1338		<ul> <li>The Coordinator supports extra-duty teachers who are serving students not</li> </ul>
1339		assigned to full time AA teachers.
1340	2.	The district reserves the right to add a new, full time teacher for the program with every
1341		50 students in the program. A meeting will be held annually to discuss enrollment
1342		numbers, the potential need for additional teachers and/or coordinator workload
1343		adjustments.
1344	3.	Extra-Duty Teachers of AA students beyond the enrollment of 40. These are teachers
1345		who have a regular teaching assignment during the regular business hours. They are
1346		expected to serve the AA students after regular hours, but may use YCSD facilities and
1347		equipment to do so.
1348		<ul> <li>Teachers are paid on a monthly basis for the number of students they serve</li> </ul>
1349		during the month. Extra Duty teachers can serve up to 10 students each if
1350		they are a full time teacher and part time teachers can serve up to 20.
1351		<ul> <li>1<sup>st</sup> year teachers that are also 1<sup>st</sup> Year Probationary teachers will be excluded</li> </ul>
1352		from AA Extra Duty opportunities.
1353	4.	AA Director (Administrator) will make the decisions on which teachers get students for
1354		Extra Duty and will do their best to distribute them equitably. Keeping families together
1355	_	with one teacher will be a priority.
1356	5.	Reasonable deviations from the guidelines listed above will be considered and up to the
1357		AA Director.
1358		
1359		
1360		
1361		
1362		

#### Yamhill Carlton School District Extra-Duty Contracts\* 2019-2022

	2013-2022			2019-20		2020-21		2021-22	
		BASE	\$	38,293	\$	39,250	\$	40,231	
High School Level		DITOL	7	30,233	~	33,230	7	10,231	
Athletic Director		18%	\$	6,893	\$	7,065	\$	7,242	
HS Head Coach (12)		13%		4,978	\$	5,103	\$	5,230	
FFA Advisor		12%		4,595	\$	4,710	\$	4,828	
HS Assistant Coach (18)		9%	\$	3,446	\$	3,533	\$	3,621	
Competition Cheer Coach		8%		3,063	\$	3,140	\$	3,218	
Yearbook Advisor		4%		1,532	\$	1,570	\$	1,609	
Student Council/Activities Advisor		4%	\$	1,532	\$	1,570	\$	1,609	
Jr Class Advisor		4%		1,532	\$	1,570	\$	1,609	
Sr. Class Advisor		4%		1,532	\$	1,570	\$	1,609	
National Honor Society Advisor		2%		766	\$	785	\$	805	
Distance Learning Coordinator		270	\$	5,000	\$	5,000	\$	5,000	
Distance Learning Coordinates			Υ	3,000	_	3,000	Υ	3,000	
Intermediate Level	1								
Athletic Director (1)		8.0%	\$	3,063	\$	3,140	\$	3,218	
Intermediate School Coach (18)		6.5%	\$	2,489	\$	2,551	\$	2,615	
Outdoor School Coordinator (1)		4.0%	\$	1,532	\$	1,570	\$	1,609	
Outdoor School Stipend (2)		3.5%	\$	1,340	\$	1,374	\$	1,408	
WEB Coordinator		2.0%	\$	766	\$	785	\$	805	
IS Student Council/Activities		2.0%	\$	766	\$	785	\$	805	
Elementary Level									
YCES Stage Performances		2.0%	\$	766	\$	785	\$	805	
YCES Stage Production Sound Assistant		1.0%	\$	383	\$	393	\$	402	
District Wide									
Curriculum work		0.085%	\$	32.55	\$	33.36	\$	34.20	
Miscellaneous Supervision		0.05%	\$	19.15	\$	19.63	\$	20.12	
Theater Arts Director		14%	\$	5,361	\$	5,495	\$	5,632	
Drama Coach	Up to	10%	\$	3,829	\$	3,925	\$	4,023	
Academic Coaching (7)		5.4%	\$	2,068	\$	2,120	\$	2,172	
Teacher Leader (6)		5.4%	\$	2,068	\$	2,120	\$	2,172	
Instrumental Music Director		10%	\$	3,829	\$	3,925	\$	4,023	
Special Ed Teachers		5%	\$	1,915	\$	1,963	\$	2,012	
Alliance Academy									
Coordinator			\$	6,500	\$	6,500	\$	6,500	
Extra Duty Teachers (Per Student / Per Month)		0.4%	\$	153	\$	157	\$	161	
Extra Contract Days									
HS Counseling - Total for All	Up to			6 days		6 days		6 days	
Media Specialist	Up to			4 days		4 days		4 days	
FFA Extended Contract	Up to			40 days		40 days		40 days	
IS Dean of Students	Up to			3 days		3 days		3 days	
Special Ed Teachers	Up to			2 days		2 days		2 days	

**Updated August 2019** 

<sup>\*</sup> In times of economic crisis either State wide or locally, the District reserves the right not to fill Extra-duty Contracts.

### YAMHILL CARLTON SCHOOL DISTRICT NO #1

## Administrative Group Confer and Consult Agreement

**Updated 9/2019** 

YC

120 N LARCH PLACE -69YAMHILL, OR 97148

#### **INTRODUCTION**

The purpose of this document is to list and summarize the benefits which are provided to Yamhill Carlton School District Administrators and eligible retired Administrators through Board policy, administrative regulations, and confer and consult process with the School Board, administrative practice, and Oregon Revised Statutes. The term "Administrator," as used in the document, includes the following: directors, principals, associate principals, and coordinator positions identified by the Board of Directors as listed on the Salary Addendum.

Listed below are conditions of employment and benefits associated with employment as a full-time Administrative Employee. This is not a contract of employment. All Board Policy and State/Federal laws will be adhered to as it relates to employment matters not expressly stated below. The District reserves the right to change these conditions or benefits at will. Should changes be made, written notice will be provided.

This is a listing of all benefits provided to full-time and full year Administrative employees.

#### **CLASSIFICATION & SALARY**

The goal of YCSD's compensation for administrative employees is to align salaries based on required responsibilities, experience and skills. YCSD salary structure for licensed administrative employees consists of pay grades and salary ranges based on the position's job classification and work year. See Salary Schedule (Appendix A)

Salary amount will be paid in 12 equal monthly payments. The YCSD will pay the 6 percent (6%) PERS during the life of this agreement. (This is a change from previous agreement where the employee paid PERS.

#### **FUNDING & SALARY**

In the event of a revenue shortfall, as determine by the Board, the number of workdays for Administrative staff may be reduced by an amount equal to the YCTA and OSEA reductions. The budget reduction in work days will not affect health insurance benefits. If the District closes because of a lack of funds, no employee shall be entitled to any of the monetary benefits provided while the schools are closed.

#### **BENEFITS**

YCSD offers a comprehensive benefit package designed to provide employees and their families with a range of employer and employee paid benefit options.

#### **Eligibility**

Benefits may vary depending on whether the employee is part-time or full-time with the District.

- Full-time employment for benefit purposes is an employee who is regularly scheduled for at least .75 FTE (30 hours per week).
- Part-time employees are those scheduled to work at least .5 FTE (20 hours per week), but less than .75 FTE (30 hours).
- Eligible dependents may include a spouse, domestic partner (same sex or opposite sex), and children under the age of 26. Incapacitated children may be qualified for coverage beyond age 26.
- New employees who are benefits eligible must enroll in their choice of medical plan within 30 days of employment. If the benefits eligible employee does not make a benefit election during this time period, enrollment will be allowed only during the District's open enrollment period or qualifying event.

#### Medical/Vision/Dental

The District will contribute to Confidential and Supervisory staff \$1350 towards the full premium per month, per employee, towards the cost of OEBB offered plans. The cap on District contribution will remain at \$1350 for the 2019-2020 and 2020-2021 school year and go up to \$1450 during the 2021-2022 school year.

Employees who select an OEBB HSA option plan, shall receive a monthly District contribution into a Health Savings Account (H.S.A.) up to the difference between the OEBB Plan premium and the District Cap amount.

Contributions to the H.S.A. will be subject to the maximums allowable under the law. In no case shall the District be obligated to pay any additional contributions into an H.S.A. or any other additional compensation beyond the employer H.S.A. maximum contribution allowed under the law.

#### Medical Opt Out

Subject to the rules and regulations of the insurance carrier OEBB, and the IRS, Administrative staff may choose to receive a cash stipend equal to 30% of the base YCTA Salary per month or a contribution towards a District sponsored Section 125 plan, a tax sheltered annuity (TSA), as long as such contribution would not create disadvantageous tax consequences for the District or the employee.

#### Life Insurance

The District will provide a term life insurance policy in the amount of \$100,000 for each Administrative staff member who qualifies for that amount as decided by the District's Insurance Carrier. In addition, the District will provide a term Accidental Death and Dismemberment policy in the amount of \$100,000 for each Administrative staff member beginning in the 2020-2021 school year.

#### Disability Insurance

The employee is able to purchase short and long term disability insurance through the District selected vendor as a pre-tax payroll deduction.

#### **PAID LEAVES OF ABSENCE**

#### Sick Leave

Administrative staff shall accumulate an unlimited number of sick leave days as specified by ORS 332.507. The District shall allow each Administrative employee eleven (11) days sick leave at full pay during each school year. Sick leave shall be credited at the beginning of each school year. Sick leave not used shall accumulate for an unlimited number of days. Upon proper verification, the District will allow the transfer in of accumulated sick leave earned in other Oregon school districts.

<u>Personal Leave</u>- The Administrator shall be entitled to three (3) personal days annually which will be non-accumulative. The Administrator shall request such leave prior to taking the days off.

#### **Bereavement Leave**

Bereavement leave with full pay will be granted for each death in the immediate family during the school year according to the following schedule:

- a. Death of a spouse 2 weeks or 10 working days, whichever is less,
- b. Death of a mother, father, son or daughter 1 week or 5 working days.
- c. Death of a brother, sister, grandparent or grandchild 3 working days.
- d. Death of a mother-in-law or father-in-law 2 working days.
- e. Death of an aunt, uncle, brother-in-law or sister-in-law 1 working day.
- f. Death of a friend 1 working day.

#### Jury Duty and Subpoena for Court Appearance

Leave of absence shall be authorized for jury duty or under subpoena. Exclusive of expenses incurred, fees received by the employee for services performed during working hours while on jury or court duty shall be deposited with the District, and no deduction in pay will be made by the District in subsequent pay periods. The employee must, unless excused by the Superintendent, report for work promptly after his/her required appearance has terminated.

#### Parental Leave

Parental leave shall be granted to all Administrative employees in accordance with the mandates of the federal Family Medical Leave Act (FMLA) and/or the Oregon Family Medical Leave Act (OFMLA).

<u>Family Medical Leave</u> will be granted in compliance with the Oregon Family Medical Leave Act unless superseded by the federal Family Medical Leave Act.

#### Paid Holiday's

- Labor Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day
- New Year's Day
- Presidents' Day
- Memorial Day

#### **EMERGENCY SCHOOL CLOSURE**

Temporary school closure may be forced by emergency conditions such as, but not limited to, inclement weather conditions, fire, flood, explosion, failure to heating plant, water supply, electrical service, sewer service, lack of essential energy supply for building use, inability to transport students to and from school, Act of God, or declaration of a state, regional emergency or national emergency, or an emergency declared by the District. The Superintendent or his designee will declare closure.

Administrative staff should report to work when a school closure occurs if it is safe to do so. The District agrees to pay Administrative staff for any day of emergency school closure when students are not required to attend. In consideration of that payment the employee agrees to make up any such lost days without additional pay not to exceed the total number of contractual days.

<sup>\*</sup> E & F are limited to 3 days per year.

#### **PROFESSIONAL GROWTH & DEVELOPMENT**

Subject to budgeted funds, the District will reimburse Administrators for:

- The Administrative group will have an annual pool of dollars in the amount of \$12,000 towards college coursework or conference attendance. At the beginning of each school year the members of the Administrative group will each outline their plan to use professional development funds. If more than one individual desires to use the funds and there is not enough to cover all requests then the funds will be equally dispersed. All use of these dollars must have prior approval of the Superintendent. Any out of state travel must have prior approval of the School Board of Directors. Up to \$5,000 will be carried over each year to build up the fund over time.
- Proof of attendance & Proof of payment or for college courses a grade report reflecting a "C" or better is required in order to be reimbursed.

#### PROFESSIONAL DUES

The District will pay the Employee's annual professional dues which are directly affiliated with the employee's job assignment, as approved by the Superintendent. Service organization dues will be paid, as approved by the Superintendent. The total amount for dues cannot exceed \$1000 per year.

#### **CELL PHONE**

YCSD Administrators are required to be available via cell phone at all times. Having a cell phone is a requirement of all Administrative positions and an essential function of the position.

#### TRAVEL

Administrative staff will be reimbursed for out-of-district travel required by the District at a rate consistent with the allowable I.R.S. rate.

#### **EVALUATION AND PLACEMENT ON SALARY SCHEDULE**

Administrative employee will be evaluated annually by his/her immediate supervisor or the Superintendent or designee as outlined in the YCSD Administrative Evaluation Handbook. Step advancement and placement on the salary schedule will be determined by a successful evaluation and recommendation of the Superintendent. The evaluation process will be based upon:

- a. Fulfillment of the duties of the position as written in the appropriate District Description, and,
- **b.** Successful completion of annual performance goals set by the evaluator and the employee.

<u>ADMINISTRATIVE LICENSE</u>. Administrator shall furnish and maintain throughout the life of this contract a valid Oregon Administrative License with appropriate endorsement. The failure to comply with this section shall be grounds for immediate dismissal.

ATTORNEY FEES. The District will defend and indemnify employees consistent with the requirements of the Oregon Tort Claims Act (the "OTCA"). The OTCA provides that a public employer will pay legal fees and expenses for public employees against whom claims are made when such claims arise out of an alleged act or omission occurring in the performance of a duty of employment. The District will not defend and indemnify employees if the employee would not be eligible for defense and indemnification under the OTCA for any reason. The OTCA does not require defense and indemnification if the employee has engaged in malfeasance in office or willful or wanton neglect of duty. If an employee is defended and indemnified, the employee has

an obligation to cooperate with the District's defense of a claim and because the District is undertaking defense and the possibility of indemnity, the District may make all decisions concerning defense counsel, settlement, or any other strategic determination that is in the best interest of the District.

RIGHT TO PARTICIPATE IN OUTSIDE ACTIVITIES. Administrator may engage in such other activities, such as lecturing or consulting, in addition to their employment with the District as long as such does not interfere with their performance as an Administrator and as long as such are approved in advance by the Superintendent. If there is an economic conflict of interest with the Administrator's regular position it must be declared to the Superintendent who will make a final decision.

**Termination.** The District may terminate this employment contract under any one of the following provisions:

<u>Immediate Termination for Cause-</u> Administrator may be terminated immediately or have a reduction in pay during the term of this contract for any reason set forth for dismissal of a teacher in ORS 342.865, or pursuant to ORS 342.934 (5).

<u>Assignment/Re-Assignment.</u>-ADMINISTRATOR may be assigned and reassigned at will during the term of the contract.

<u>Non-Extension of Contract</u>- The DISTRICT may elect not to extend the Administrator's contract for any cause the DISTRICT in good faith considers sufficient. Prior to March 15 of the second year of the ADMINISTRATOR'S contract, the DISTRICT shall take one of the following actions:

- (A) Issue a new three-year contract effective July 1 following the March 15 of the second year of the ADMINISTRATOR'S contract;
- (B) Provide, in writing, notice that the contract will not be renewed or extended; or
- (C) Extend the existing contract for a period of not more than one year.

<u>Termination by ADMINISTRATOR</u>- If ADMINISTRATOR desires to terminate this Agreement, ADMINISTRATOR may resign at any time upon 60 days written notice to the Superintendent. The Superintendent is authorized to accept ADMINISTRATOR resignation.

<u>Layoff-</u> Layoffs of licensed Administrators are governed by the provisions of ORS 342.934. Page 2 Administrator Employment and Benefits

#### **TERMS**

Any amendments to the Compensation and Benefit plan must be in writing and signed by the Superintendent. Salary and fringe benefits will be determined annually and approved by the School Board. It is understood and agreed by and between the parties hereto that the obligation and implementation of the economic items contained herein are conditioned upon the Districts receipt of funds under the School Funding Formula sufficient to continue its District Administrative staff at the District's anticipated level or resulting from the District's elimination or adjustment of the Administrative staffing pattern due to the District's decision. Before October 15<sup>th</sup> of each year, the Administrator and the Superintendent shall confer and establish reasonable performance goals for the Administrator. Additional District-wide duties as assigned by the Superintendent, if appropriate, will be considered a part of the annual evaluation and placement process.

# Yamhill Carlton SD 2019-2020 Administrator Salary Schedule

2019-2020 Admin Wage Table (No Increase)

Position	Days	Step 1	Step 2	Step 3	Steps 4-6	Steps 7-9	Step 10 Plus
							1 10.0
High School Principal	220	\$108,960	\$110,295	\$111,630	\$112,966	\$114,301	\$115,637
Intermediate School Principal	220	\$103,315	\$104,650	\$105,986	\$107,321	\$108,657	\$109,992
Elementary School Principal	220	\$98,645	\$99,980	\$101,316	\$102,651	\$103,986	\$105,322
High School Assistant Principal/AD	220	\$92,002	\$93,338	\$94,672	\$96,008	\$97,343	\$98,679
Intermediate School Associate Principal	220	\$82,535	\$83,871	\$85,207	\$86,543	\$87,879	\$89,214
Special Programs Director	220	\$112,541	\$113,877	\$115,212	\$116,547	\$117,882	\$119,217

# Yamhill Carlton SD 2020-2021 Administrator Salary Schedule

2020-2021 Admin Wage Table (2.5% Step Increase)

Position	Days	Step 1	Step 2	Step 3	Steps 4-6	Steps 7-9	Step 10 Plus
High School Principal	220	\$111,684	\$113,052	\$114,421	\$115,790	\$117,159	\$118,528
Intermediate School Principal	220	\$105,898	\$107,266	\$108,636	\$110,004	\$111,373	\$112,742
Elementary School Principal	220	\$101,111	\$102,480	\$103,849	\$105,217	\$106,586	\$107,955
High School Assistant Principal/AD	220	\$94,302	\$95,671	\$97,039	\$98,408	\$99,777	\$101,146
Intermediate School Associate Principal	220	\$84,598	\$85,968	\$87,337	\$88,707	\$90,076	\$91,444
Special Programs Director	220	\$115,355	\$116,724	\$118,092	\$119,461	\$120,829	\$122,197

# Yamhill Carlton SD 2021-2022 Administrator Salary Schedule

2021-2022 Admin Wage Table (2.5% Step Increase)

Position	Days	Step 1	Step 2	Step 3	Steps 4-6	Steps 7-9	Step 10 Plus
High Cohool Dringing	220	¢444.476	¢445.070	¢447.000	¢440 coc	¢420.000	¢404_404
High School Principal	220	\$114,476		' '	' '	. ,	. ,
Intermediate School Principal	220	\$108,545	\$109,948	\$111,352	\$112,754	\$114,157	\$115,561
Elementary School Principal	220	\$103,639	\$105,042	\$106,445	\$107,847	\$109,251	\$110,654
High School Assistant Principal/AD	220	\$96,660	\$98,063	\$99,465	\$100,868	\$102,271	\$103,675
Intermediate School Associate Principal	220	\$86,713	\$88,117	\$89,520	\$90,925	\$92,328	\$93,730
Special Programs Director	220	\$118,239	\$119,642	\$121,044	\$122,448	\$123,850	\$125,252

# YAMHILL CARLTON SCHOOL DISTRICT NO #1

# Confidential/Supervisory Confer and Consult Agreement

**Updated 9/2019** 

YC

120 N LARCH PLACE -78 YAMHILL, OR 97148

#### INTRODUCTION

The purpose of this document is to list and summarize the benefits which are provided to Yamhill Carlton School District Confidential and Supervisory Staff and eligible retired Confidential and Supervisory Staff through Board policy and confer and consult process with the School Board. This agreement applies to all positions identified by the Board of Directors as listed on the Salary Addendum.

Listed below are conditions of employment and benefits associated with employment as a full-time Confidential and Supervisory Employee. This is not a contract of employment. All Board Policy and State/Federal laws will be adhered to as it relates to employment matters not expressly stated below. The District reserves the right to change these conditions or benefits at will. Should changes be made, written notice will be provided.

This is a listing of all benefits provided to full-time Confidential and Supervisory employees.

#### **CLASSIFICATION & SALARY**

The goal of YCSD's compensation for Confidential and Supervisory employees is to align salaries based on required responsibilities, experience and skills. YCSD salary structure for licensed Confidential and Supervisory employees consists of pay grades and salary ranges based on the position's job classification and work year. See Salary Schedule (Appendix A).

Salary amount will be paid in 12 equal monthly payments. Salary amounts used to be inclusive of an amount equal to six percent (6%) that was withheld as the employee contribution and is paid to the Public Employees Retirement System. The YCSD will now pay the 6 percent (6%) PERS during the life of this agreement.

#### **FUNDING & SALARY**

In the event of a revenue shortfall, as determine by the Board, the number of workdays for Confidential and Supervisory staff may be reduced by an amount equal to the YCTA and OSEA reductions. The budget reduction in work days will not affect health insurance benefits. If the District closes because of a lack of funds, no employee shall be entitled to any of the monetary benefits provided while the schools are closed.

#### **BENEFITS**

YCSD offers a comprehensive benefit package designed to provide employees and their families with a range of employer and employee paid benefit options.

#### **Eligibility**

Benefits may vary depending on whether the employee is part-time or full-time with the District.

- Full-time employment for benefit purposes is an employee who is regularly scheduled for at least .75 FTE (30 hours per week).
- Part-time employees are those scheduled to work at least .5 FTE (20 hours per week), but less than .75 FTE (30 hours).
- Eligible dependents may include a spouse, domestic partner (same sex or opposite sex), and children under the age of 26. Incapacitated children may be qualified for coverage beyond age 26.
- New employees who are benefits eligible must enroll in their choice of medical plan within 30 days of employment. If the benefits eligible employee does not make a benefit election during this time period, enrollment will be allowed only during the District's open enrollment period or qualifying event.

#### Medical/Vision/Dental

The District will contribute to Confidential and Supervisory staff \$1350 towards the full premium per month, per employee, towards the cost of OEBB offered plans. The cap on District contribution will remain at \$1350 for the 2019-2020 and 2020-2021 school year and go up to \$1450 during the 2021-2022 school year.

Employees who select OEBB HSA option plan, shall receive a monthly District contribution into a Health Savings Account (H.S.A.) up to the difference between the OEBB plan premium and the District Cap amount.

Contributions to the H.S.A. will be subject to the maximums allowable under the law. In no case shall the District be obligated to pay any additional contributions into an H.S.A. or any other additional compensation beyond the employer H.S.A. maximum contribution allowed under the law.

#### Medical Opt Out

Subject to the rules and regulations of the insurance carrier OEBB, and the IRS, Confidential and Supervisory staff may choose to receive a cash stipend equal to 30% of the base YCTA Salary per month.

#### Life Insurance

The District will provide a term life insurance policy in the amount of \$10,000 for each Confidential and Supervisory staff member who qualifies for that amount as decided by the District's Insurance Carrier.

#### Disability Insurance

The employee is able to purchase short and long term disability insurance through the District selected vendor as a pre-tax payroll deduction.

#### PAID LEAVES OF ABSENCE

#### Sick Leave

Confidential and Supervisory staff shall accumulate an unlimited number of sick leave days as specified by ORS 332.507. The District shall allow each Confidential and Supervisory employee sick leave at full pay during each school year at the following rates: 12 month Employees receive 12 days, 11 month employees receive 11 days, 10 month employees receive 10 days. Sick leave shall be credited at the beginning of each school year. Sick leave not used shall accumulate for an unlimited number of days. Upon proper verification, the District will allow the transfer in of accumulated sick leave earned in other Oregon school districts.

<u>Personal Leave</u>- The Confidential and Supervisory staff shall be entitled to three (3) personal days annually which will be non-accumulative. The Confidential and Supervisory staff shall request such leave prior to taking the days off.

<u>Vacation</u> - All 260 day contract confidential and supervisory employees schedule shall be entitled to two weeks of paid vacation annually, after their first full year of employment. They will receive one week of vacation time during the first year. All vacation time will be accrued monthly. An employee shall be granted one (1) additional week of vacation for service beyond five (5) years, and one (1) additional week of vacation after their tenth (10) year of District employment. The maximum vacation period shall be four (4) weeks. An employee may be allowed to carry over five (5) days of vacation from one year to the next.

#### **Bereavement Leave**

Bereavement leave with full pay will be granted for each death in the immediate family during the school year according to the following schedule:

- a. Death of a spouse 2 weeks or 10 working days, whichever is less,
- b. Death of a mother, father, son or daughter 1 week or 5 working days.
- c. Death of a brother, sister, grandparent or grandchild 3 working days.
- d. Death of a mother-in-law or father-in-law 2 working days.
- e. Death of an aunt, uncle, brother-in-law or sister-in-law 1 working day.
- f. Death of a friend 1 working day.

#### \* E & F are limited to 3 days per year.

#### Jury Duty and Subpoena for Court Appearance

Leave of absence shall be authorized for jury duty or under subpoena. Exclusive of expenses incurred, fees received by the employee for services performed during working hours while on jury or court duty shall be deposited with the District, and no deduction in pay will be made by the District in subsequent pay periods. The employee must, unless excused by the Superintendent, report for work promptly after his/her required appearance has terminated.

#### Parental Leave

Parental leave shall be granted to all Confidential and Supervisory employees in accordance with the mandates of the federal Family Medical Leave Act (FMLA) and/or the Oregon Family Medical Leave Act (OFMLA).

<u>Family Medical Leave will</u> be granted in compliance with the Oregon Family Medical Leave Act unless superseded by the federal Family Medical Leave Act.

#### Paid Holidays

- Labor Day
- Veterans' Day
- Thanksgiving Day and the day after
- Christmas Eve
- Christmas Day
- New Year's Day
- Presidents' Day
- Memorial Day
- 4<sup>th</sup> of July (12 month Employees only)

#### **EMERGENCY SCHOOL CLOSURE**

Temporary school closure may be forced by emergency conditions such as, but not limited to, inclement weather conditions, fire, flood, explosion, failure to heating plant, water supply, electrical service, sewer service, lack of essential energy supply for building use, inability to transport students to and from school, Act of God, or declaration of a state, regional emergency or national emergency, or an emergency declared by the District. The Superintendent or his designee will declare closure.

Confidential and Supervisory staff should report to work when a school closure occurs if it is safe to do so. The District agrees to pay Confidential and Supervisory staff for any day of emergency school closure when

students are not required to attend. In consideration of that payment the employee agrees to make up any such lost days without additional pay not to exceed the total number of contractual days.

#### **PROFESSIONAL GROWTH**

Subject to budgeted funds, the District will reimburse based on superintendent approved professional development plan.

#### **PROFESSIONAL DUES**

The District will pay the Employee's annual professional dues which are directly affiliated with the employee's job assignment, as approved by the Superintendent. The total amount for dues cannot exceed \$750 per year.

#### **TRAVEL**

Confidential and Supervisory staff will be reimbursed for out-of-district travel required by the District at a rate consistent with the allowable I.R.S. rate.

#### **EVALUATION AND PLACEMENT ON SALARY SCHEDULE**

Confidential and Supervisory employee will be evaluated annually by the Superintendent. Step advancement and placement on the salary schedule will be determined by a successful evaluation and recommendation of the Superintendent. The evaluation process will be based upon:

- a. Fulfillment of the duties of the position as written in the appropriate District Description, and,
- **b.** Successful completion of annual performance goals set by the evaluator and the employee.

ATTORNEY FEES. The District will defend and indemnify employees consistent with the requirements of the Oregon Tort Claims Act (the "OTCA"). The OTCA provides that a public employer will pay legal fees and expenses for public employees against whom claims are made when such claims arise out of an alleged act or omission occurring in the performance of a duty of employment. The District will not defend and indemnify employees if the employee would not be eligible for defense and indemnification under the OTCA for any reason. The OTCA does not require defense and indemnification if the employee has engaged in malfeasance in office or willful or wanton neglect of duty. If an employee is defended and indemnified, the employee has an obligation to cooperate with the District's defense of a claim and because the District is undertaking defense and the possibility of indemnity, the District may make all decisions concerning defense counsel, settlement, or any other strategic determination that is in the best interest of the District.

#### **TERMS**

Any amendments to the Compensation and Benefit plan must be in writing and signed by the Superintendent. Salary and fringe benefits will be determined annually and approved by the School Board. It is understood and agreed by and between the parties hereto that the obligation and implementation of the economic items contained herein are conditioned upon the Districts receipt of funds under the School Funding Formula sufficient to continue its District Confidential and Supervisory staff at the District's anticipated level or resulting from the District's elimination or adjustment of the Confidential and Supervisory staffing pattern due to the District's decision. Before October 15<sup>th</sup> of each year, the staff member and the Superintendent shall confer and establish reasonable performance goals for the staff member.

# Yamhill Carlton SD 2019-20 Confidential/Supervisory Salary Schedule

## 2019-20 Confidential Wage Table (No Increase)

Position	Days	Step 1	Step 2	Step 3	Steps 4-6	Steps 7-9	Step 10
							Plus
Admin Assistant to Super/Board Secretary	240	\$50,712	\$52,233	\$53,800	\$55,414	\$57,077	\$58,789
Director of Fiscal Services	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						

# Yamhill Carlton SD 2020-21 Confidential/Supervisory Salary Schedule

2020-21 Confidential Wage Table (2.5% Horizontal Steps)

Position	Days	Step 1	Step 2	Step 3	Steps 4-6	Steps 7-9	Step 10
							Plus
Admin Assistant to Super/Board Secretary	240	\$51,980	\$53,539	\$55,145	\$56,799	\$58,504	\$60,259
Director of Fiscal Services	240	\$81,404	\$83,847	\$86,362	\$88,953	\$91,622	\$94,371
Facilities Manager	260	\$62,411	\$64,284	\$66,213	\$68,199	\$70,245	\$72,353
Confidential Secretary (8 hrs/day)	220	\$30,496	\$31,326	\$32,174	\$33,040	\$33,939	\$34,862
Database Administrator .5 fte	260	\$26,220	\$27,006	\$27,816	\$28,651	\$29,511	\$30,395
Food Services Manager - School year	190	\$41,536	\$42,782	\$44,066	\$45,388	\$46,749	\$48,152
Food Services Manager - Summer Program			Paid at Daily	y Rate Up to 4	0 days per sun	nmer	

# Yamhill Carlton SD 2021-22 Confidential/Supervisory Salary Schedule

2021-22 Confidential Wage Table (2.5% Horizontal Steps)

Position	Days	Step 1	Step 2	Step 3	Steps 4-6	Steps 7-9	Step 10
							Plus
Admin Assistant to Super/Board Secretary	240	\$53,280	\$54,877	\$56,524	\$58,219	\$59,967	\$61,765
Director of Fiscal Services	240	\$83,439	\$85,943	\$88,521	\$91,177	\$93,913	\$96,730
Facilities Manager	260	\$63,971	\$65,891	\$67,868	\$69,904	\$72,001	\$74,162
Confidential Secretary (8 hrs/day)	220	\$31,258	\$32,109	\$32,978	\$33,866	\$34,787	\$35,734
Database Administrator .5 fte	260	\$26,876	\$27,681	\$28,511	\$29,367	\$30,249	\$31,155
Food Services Manager - School year	190	\$42,574	\$43,852	\$45,168	\$46,523	\$47,918	\$49,356
Food Services Manager - Summer Program			Paid at Dail	y Rate Up to 4	0 days per sur	nmer	

#### Resolution 2020-03

#### BEFORE THE GOVERNING BOARD OF

#### YAMHILL-CARLTON SCHOOL DISTRICT #1

A resolution to change the type of employee contributions for employees of the District who are members of the Licensed Bargaining Group, the Administrative Bargaining Group (excluding the Superintendent) and the Confidential Bargaining Group from Member Paid Pre-Tax (MPPT) to Employer Paid Pre-Tax (EPPT), rescinding any resolution, agreement, policy or rule which provided for MPPT contributions, and deem them "Picked Up" for purposes of Internal Revenue Code Section 414(h)(2).

WHEREAS, the required six percent PERS contribution can be deemed "picked up" for the purposes of section 414(h)(2) of the Internal Revenue Code (IRC) and can be assumed and paid by the District for purposes of ORS 238A.335(2)(b);

WHEREAS, the District, through its governing board, has the authority to implement the provisions of section 414(h)(2) of the IRC and ORS 238A.335(2)(b); and

WHEREAS, the District, through its governing board, has determined that even though the implementation of the provisions of IRC section 414(h)(2) is not required by law, the tax benefit offered by IRC section 414(h)(2) should be provided to the employees of the District who are members of the Licensed Bargaining Group, the Administrative Bargaining Group (excluding the Superintendent and the Confidential Bargaining Group:

#### NOW, THEREFORE, BE IT RESOLVED:

- I. That, effective immediately, the required PERS employee contribution of the employees of the District who are members of the Licensed Bargaining Group, the Administrative Bargaining Group (excluding the Superintendent) and the Confidential Bargaining Group is deemed to be picked up for purposes of IRC Section 414(h)(2) and is assumed and paid for purposes of ORS 238A.335(2)(b);
- II. The affected employees do not have the option of receiving the assumed amount directly;
- III. The affected employees' compensation may not be reduced and the District shall provide the additional amounts necessary to make the employee contributions, as set forth in the applicable collective bargaining agreements; and
- IV. This resolution is not retroactive in its application.

PASSED	AND ADOPTED by the governing board of	Yamhill-Carlton School District #1
on this _	day of September, 2019.	

BY	
(Signature of Official)	
(Title of Official)	



# **YAMHILL CARLTON SCHOOL DISTRICT**

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

## **Evaluation Summary**

# Below is a summary of the Yamhill Carlton School District Board's evaluation of Superintendent Cline

The board of directors of the Yamhill Carlton School District has completed the annual evaluation of Superintendent Cline for 2018-2019. The past year has been both positive for the education of our school district while also bringing us challenges. All 5 board members have served on the board for at least one full year and have been able to observe and be a part of the successes achieved this year.

The evaluation focused on: 1) nine professional standards; 2) superintendent goals; and 3) a view of the superintendent's performance by the Administration Team, Confidential Team and Board Members.

Regarding the nine professional standards, we determined that Superintendent Cline's performance exceeded the standard in the areas of organization management, curriculum planning development, instructional leadership, and labor relations. His performance was found to be proficient in the areas of leadership & district culture, policy & governance, human resource management and values of ethics of leadership. The area of communications & community relations received a rating of developing.

The board determined that Superintendent Cline has done an outstanding job of attaining the goal set in August of 2018 to develop resources for a Student Resources Officer and developing 2 long-term plans on District Administration structure. His success at achieving the goal of implementing the 2018-2019 Communication plan was rated as good.

We have continued to make significant gains in the area of curriculum and instruction. We plan to continue to work with Superintendent Cline to focus on improving communication and relationships with the community.

We have worked with Superintendent Cline to develop goals for the next year and look forward to working together to make our district successful.

#### YAMHILL CARLTON PARENT SURVEY

- 1. In what grade is your child? (Mark all that applies).
- 2. What ethnicity is your child? (white, Hispanic, Asian, Islander, etc).
- 3. I know how to contact the principal at my child's school if and when I need to.
- 4. The principal has communicated with me through either written or oral means about student learning.
- 5. My child's teacher(s) clearly demonstrate that they believe all students can learn.
- 6. My child's teacher(s) expect and promote academic excellence.
- 7. My child has the opportunity to receive additional help with skills they have trouble mastering.
- 8. I am aware that our school has an ongoing action plan for school improvement.
- 9. My child feels safe at school.
- 10. The expectations for student conduct are strictly enforced across my child's school.
- 11. I am regularly informed of my child's educational progress.
- 12. My child's report card accurately reflects academic achievement in a way that I can understand.
- 13. I know which staff members to contact about matters concerning my child/children.
- 14. As a parent or guardian I feel welcome in my child's school.
- 15. Overall, I am satisfied with our school's educational program(s).
- 16. If our school district was able to get more funding through the Student Success Act, what improved services would you like to see for students:
  - a. More counselors at every level
  - b. Lower class sizes
  - c. Greater range of in-school supports for students. i.e TAG, tutoring, English learners, etc.

- d. More after school academic enhancement programs i.e lego robotics, battle of the books, etc
- e. After school tutoring
- f. Optional summer school
- g. More athletic options
- h. Improved building maintenance
- i. Pre-school programs
- j. Second language program at elementary and intermediate level
- k. other
- 17. Any additional comments?

# Yamhill Carlton School District



Comprehensive Communication Plan
2018-2022

Revised 3/20/2019 Submitted for edits. **Comprehensive Community Relations and Communications Plan 2018-2022** 

#### **EXECUTIVE SUMMARY**

The challenges of maintaining public confidence, addressing a growing demographic change, reaching broad-consensus on a philosophy of education for low and high achievers, and communicating effectively with all segments of the community affect not only the school district, but also the community.

The District Office will focus its resources on interpersonal communication supported by issues-focused communication plans. The interpersonal communication will build trust within the district and create new lines of communication throughout the district. Our communication plans will assist us all in communicating with one clear voice. It is our goal that this focus, in concert with a commitment to be part of an efficient, high-performing, customer-oriented organization focused on student achievement, will support a culture in Community Relations of proactive quality service.

### Community Relations Mission

To build public understanding and support for Yamhill Carlton Public Schools.

## Yamhill Carlton Public Schools Mission

The Yamhill Carlton School District champions the growth of its students. Our students recognize their individual strengths and talents, overcome their challenges, grow past proficiency, and succeed in their aspirations, so each may contribute positively to the local and global society.

# Comprehensive CRC Plan

#### Beliefs

We adopt the Core Values and the Strategic Directions in the district <u>Strategic Plan 2017-2022</u>. We also believe (1) we have the responsibility to communicate effectively with our constituents; (2) that meaningful public engagement supports our goals, and (3) that effective communication:

- Is a two-way process involving both the district and the public.
- Helps increase student achievement.
- Is the responsibility of every employee in this district.

#### Goals

This Comprehensive Communications Plan aligns with the district's <u>Strategic Plan</u>. We understand that meaningful public engagement encourages community involvement in education that benefits children and increases student achievement.

#### **Internal Audiences**

- Take pride and ownership in the direction of the district and keep informed on key issues
- Show mutual respect, trust and understanding, and value all roles within the organization.
- Work as a high performing organization whose employees respect and value customer feedback.
- Exhibit district core values (what drives our words and behavior) of respect, responsibility, integrity, citizenship, honesty and teamwork.

#### **External Audiences**

- Exhibit community pride and trust in our schools and the school district.
- Feel involved and engaged in Yamhill Carlton Public Schools.
- Choose to enroll in Yamhill Carlton Public Schools because of its diversity and quality of opportunities for students.
- Support Yamhill Carlton Public Schools.

## Code of Ethics

- 1) Be guided by the pursuit of the public interest through truth, accuracy, good taste and fairness; follow good judgment in releasing information; not intentionally disseminate misinformation or confidential data; avoid confidential data; avoid actions that lessen personal, professional or organizational reputation.
- 2) Give primary loyalty to the employing organization, insisting on the right to give advisory counsel in accordance with sound public relations ideas and practices; cooperate with other groups while avoiding conflicts with primary responsibilities; object to untenable policies or activities.
- 3) Be aware of personal influence, avoiding promises or granting of unprofessional advantages to others; refrain from accepting special consideration for influences on organizational decisions; avoid unauthorized use of organizational facilities, resources or professional services for personal gain or for promotion of the candidacy of aspirants to elected offices; forego derogatory acts or utterances against other professionals.
- 4) Recognize that effectiveness is dependent upon integrity and regard for ideals of the profession; not misrepresenting professional qualifications; give credit for ideas and words borrowed from others; cooperate with professional colleagues to uphold and enforce this Code.

## **Evaluation**

The comprehensive plan will be used as a basis for the Yamhill Carlton District's accountability as well as providing a framework for resource and budgetary considerations in the future. This plan is a working document that allows Yamhill Carlton Public Schools' District Department to make necessary changes based on the circumstances and vision of what the district needs in the future.

# **Community Relations**

Community relations encourages public support and understanding of Yamhill Carlton Public Schools.

#### **Objectives**

- Increase opportunities for public input and response (two-way communication)
- Increase opportunities to share district information with community
- Increase opportunities for community members to interact with School Board.
- Expand use of technology and other forms of media

#### Strategies

- Community forums and dialogue sessions
- Promote School Board meetings better (social media, website, email, etc)
- Provide District representation for community programs, organizations
- Electronic discussion groups, list serves, broadcast email, and website (school and district level)
- Board Listening Session

## **Crisis Communications**

Crisis communications mitigates negative impacts in the community and encourages fair, objective media coverage.

#### Objectives

- Counsel school principals and staff in managing crisis communications.
- Counsel school board members on an appropriate role in a crisis or emergency.
- Provide timely, accurate information to internal and external audiences.
- Work closely with the media to provide accurate, timely information.
- Written materials, including talking points, fact sheets and letters for schools to use in emergencies
- District spokesperson with the media

#### **Strategies**

- Create a Crisis Management Policy
- Onsite and central support in emergencies
- Immediate and ongoing counsel to principals, key staff and district leadership in crisis issues and events that have the potential to become a crisis
- Crisis communication plans specific to each major incident to include goals and key messages
- Written materials, including talking points, fact sheets and letters for schools to use in emergencies
- District spokesperson with the media

# Marketing

Marketing creates pride in the school district and builds an understanding that public education is a benefit to the community. It also increases the number of positive stories in the media, showcases student achievement, and helps the district communicate with target audiences about increasing student learning, providing educational choice and managing finances in a responsible manner.

#### **Objectives**

- Increase the distribution of positive information about the school district.
- Expand relationships with members of the community and other partners.
- Increase use of social media networks to augment media efforts.
- Serve as Yamhill Carlton Public Schools' primary liaison with the news media, including spokesperson at the direction of the Superintendent.

#### Strategies

- Special events that involve the community; school and district-based
- Counseling prospective parents and families; creating newcomer and preschool packets as supplements
- Marketing materials for distribution at Yamhill Carlton public offices/areas
- Displays/exhibits at community events
- Cable TV/Video
- Key Messages and scripts
- Employee Training/Workshops
- Key Communicator Networks
- Publications
- Recognition programs
- Increase the number of positive stories provided to the media.
- Expand professional relationships with members of the local and metro media.
- Increase use of social media networks to augment media efforts.
- Serve as Yamhill Carlton Public Schools' primary liaison with the news media, including spokesperson at the direction of the Superintendent.

## Student/Staff Relations

Student/staff relations increases ownership in the district, builds trust, creates goodwill ambassadors, and fosters a positive environment for teaching and learning.

#### **Objectives**

- Expand distribution of information to students and employees.
- Expand opportunities for students and staff to have input in decisions that affect them.
- Recognition of students/employees internally and externally for their accomplishments.
- Assess employee morale and trust in the district.
- Increase employees' awareness of their role as ambassadors for the district.

#### **Strategies**

- Reinstate the internal eNewsletter for all employees to receive timely information
- Staff/student forums and dialogue sessions with School Board and/or Superintendent
- Assist schools and departments with internal communications plans and actions
- Staff orientation and professional development
- Establish internal networks for communication
- Evaluate current employee recognition programs for effectiveness

# Web Communications

Web communications provides the opportunity to reach a broad public with an immediate message that can be targeted directly to their interest. Two components link the district's Web communication from external audiences to internal publics:

District Website: https://www.ycsd.k12.or.us

School Websites accessed through school and District site.

#### Objectives

- Reach all audiences through the immediate connections offered by electronic communication.
- Broaden awareness of district information that will build community involvement, including access by non-English speaking families.
- Place growing emphasis on electronic, two-way communication through the expansion of sites.
- Apply consistent standards for District and school sites.
- Adhere to standards of quality for content, design and management.

#### <u>Strategies</u>

- Improve current District and School Web sites to better engage audiences.
- Develop employee intranet to improve internal communication.
- Investigate opportunities for expanding and/or improving electronic communication, such as blogs or other social media opportunities.