

~~Article 10~~
~~Employee Assignment~~

~~A. General~~

- ~~1. Tentative assignments for the following school year shall be made prior to the last day of the school year, subject to changes due to enrollment, program changes, financial resources of the District and personnel needs. Employees shall be notified of any changes in the tentative assignment as soon as such information becomes available. The Association shall be given copies of tentative assignments prior to the beginning of each school year. It is understood that all employee assignments are at the discretion of the District, subject to terms of this agreement.~~
- ~~2. All current employees shall be assigned to a position that is within their current grade level category (i.e., K-3, 4-6, or 7-12) prior to assigning new employees to those positions.~~
- ~~3. Changes in class or subject assignment:
 - ~~a. Employees are to be notified by the building administrator as soon as these changes are known.~~
 - ~~b. Days (based on the employee's work day) will be provided to accommodate change(s):
 - ~~i. for the employee who is transferred to another building, two (2) days;~~
 - ~~ii. for involuntary in-building changes in room assignment for self-contained classrooms, one (1) day; and;~~
 - ~~iii. for in-building transfers that occur during the work year which involve a grade level change or a change in fifty percent (50%) or more of the teaching assignment, one (1) day.~~~~~~

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~~One or more of the above days may be used on a non-contract day. Pay is to be at the current substitute rate.~~

- ~~e. If an employee's assignment is to be changed, there will be a review by the Assistant Superintendent or the Executive Director of Human Resources upon written request of the affected employee.~~
- ~~d. The Assistant Superintendent or the Executive Director of Human Resources will give a prompt written response including his/her decision and rationale.~~

B. Specialists

~~Specialists' assignments will be developed by the appropriate administrator after eliciting input from the employees involved. Tentative assignment for the following year shall be made at least one week prior to the last day of the current school year. Assignment changes after said date shall be based upon demonstrated district need.~~

Article 1044
Employee Assignments, Vacancies, Promotions and Transfers

A. Assignments

Tentative assignments for the following school year shall be made prior to the last day of the school year, subject to changes due to enrollment, program changes, financial resources of the District and personnel needs. Prior to assigning newly-hired employees, all current employees shall be assigned to a position that is within their area of licensure. All employees shall be notified of any changes in the tentative assignment as soon as such information becomes available. The Association shall be given copies of tentative assignments prior to the beginning of each school year. It is understood that all employee assignments are at the discretion of the District, subject to terms of this agreement.

B. Specialists

Specialists' assignments will be developed by the appropriate administrator after eliciting input from the employees involved. Tentative assignment for the following year shall be made at least one week prior to the last day of the current school year. Assignment changes after said date shall be based upon demonstrated district need.

CA. Definition of Vacancy

A vacancy shall be defined in the Agreement as any opening created by any of the following circumstances:

1. A newly created position.
2. Any opening(s) created by transfer, termination, or reassignment.

DB. Notification of Vacancies

Notification of all vacancies will appear on in the Eye on the District section of the District's First Class email system or the District-website. Vacancies will remain on the District's website for a-minimum of five (5) days. On the first of each month the District will-provide the Association with a printed update of all job postings. ~~Notices of vacancies occurring during the summer will be mailed to the home address of those who indicated in writing a desire for a specific assignment.~~ All postings will indicate a specific deadline for application, a definition of the position and the expected duration of-the

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position. In-District applicants will be interviewed for positions-for which they applied before a selection is made. Upon request of the-applicant, a meeting will be held with the principal and/or the-Executive Director of Human Resources to discuss the reason(s) for-non selection. The applicant may be accompanied by his/her-Association representative. A list of all in-District applications will be-forwarded to the president of the Association.

E. In-Building Change in Assignment

Employees who desire a change in grade level and/or subject assignment within their currently assigned building will submit such requests to their building administrator and will have an opportunity to discuss their preferences prior to assignments being made for the upcoming school year. This process shall occur prior to the established District-wide transfer period.

FC. Voluntary Transfer

Employees who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire not later than ~~March~~April 1, or as openings become known for the following school year. This statement is to be filed with the Executive Director of Human Resources.

Such statement will include the grade and/or subject to which the employee desires to be assigned and the school or schools to which s/he desires to be transferred in order of preference. If the openings at the time of the transfer period are equal to or exceed the number of members requesting transfers to those positions, the transfer(s) shall be granted. If the number of members requesting transfers is greater than the available position(s) at the time of the transfer period, the positions shall be posted for in-district applicants only, and the building administrator with the vacancy will interview and select a member from the in-district applicants.

If an opening is for the following year and is posted prior to ~~March~~April 1, an employee will have ~~five~~ten (5-10) work days to apply for a transfer to that position. After interviewing all in-District candidates, the district may fill the position with one of these candidates or open the position to the outside and hire a new employee. Where vacancies do not exist and mutually agreed transfers are desired, they will be taken into consideration. After the annual

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spring district transfer process is completed, employees will continue to be eligible for transfer but must apply for each opening in which they are interested. The District shall notify in-district candidates as to when this transfer process has closed.

An employee filing a written statement of desire for transfer shall not be selected for an involuntary transfer by virtue of such filing. This shall not eliminate the employee for selection for involuntary transfer based on normal selection criteria.

GD. Involuntary Transfer

Whenever an involuntary transfer is necessary, based upon a change in building enrollment, programs or other needs as determined by the District, the following criteria for selecting the appropriate transferee shall be applied:

1. Area(s) of certification and/or accompanying experience.
2. Length of service in the District.
3. Instructional requirements.
4. District personnel needs.
5. When two or more employees are equally qualified by license and seniority, retention in the position shall be determined by the affected employees' drawing of lots.

Written notice of an involuntary transfer will be given to the employee at least ten (10) school days prior to the effective transfer date. Upon receipt of this notice, the employee may make a written request to the Executive Director of Human Resources for a written explanation for the transfer.

Exclusion—Transfers that occur prior to the end of September, but after the commencement of the school year may be made with less than ten (10) days notice. However, this exclusion in no way abridges the right of the transferee for adequate time for a review of the decision by the Executive Director of

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Human Resources with the employee and, if desired, his/her Association representative.

Whenever an employee is involuntarily transferred and there exists at least two vacancies available for transfer, the transferee will have the opportunity to make known to the appropriate administrator his/her preference(s) regarding the new assignment. During the regular April transfer process, employees involuntarily transferred because their position is being reduced or eliminated will be given priority in the placement process.

It is the intent of the District that all assignments shall be final by the end of the first quarter. Changes in assignments after the end of the first quarter shall occur only if unusual enrollment patterns or staffing changes dictate. When such change is being considered, it shall be reviewed with all affected employees and with the Association before a final decision is reached.

The District, where possible, will endeavor not to subject an employee to an involuntary transfer more than twice in five (5) years, except in a case of reduction of force.

All involuntary transfers will be reviewed by the Executive Director of Human Resources with the employee, and, if desired, his/her Association representative.

H . Changes in Assignment:

1 . Employees are to be notified by the building administrator as soon as these changes are known.

2 . Days (based on the employee's work day) will be provided to accommodate change(s) in the following situations:

a . Employees who are involuntarily transferred to another building shall be provided with two (2) days.

b . Employees who are subject to an involuntary in building change in room assignment (for self-contained classrooms) shall be provided with one (1) day.

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c . Employees who are subject to an in-building change in assignment that occurs during the work year and which involve a grade level change or a change in fifty percent (50%) or more of the teaching assignment shall be provided with one (1) day.

3. Days may be taken in the form of compensatory time or pay at the employee's daily rate, at the discretion of the employee in consultation with the building administrator.

4 . If an employee's assignment is to be changed, there will be a review by the Assistant Superintendent or the Executive Director of Human Resources upon written request of the affected employee. The Assistant Superintendent or the Executive Director of Human Resources will give a prompt written response including his/her decision and rationale.

Article 21
Dues and Payroll Deductions

A. Deductions Authorization

Any employee who is a member of the Association or who has applied for membership may sign and deliver personally or through the Association to the Superintendent, an assignment authorizing deductions for membership dues in OEA-NEA-REA. Such authorization shall continue in effect from year to year, unless revoked in writing as hereinafter provided. Pursuant to such authorization, the District shall deduct one-tenth (1/10th) of such dues from the regular salary check of the employee each month for ten months, beginning in October and ending in July each year. Deductions for employees who join the Association after the commencement of the school year shall be appropriately prorated so that payments will be completed by the following July.

B. Withdrawing Deductions

Withdrawing the payroll deduction for such dues may be accomplished by writing a letter to the office of the Association and the office of the Superintendent and delivered prior to the fifteenth (15th) day of October of any year.

C. Association Notification

A computer printout of employees on Association dues deduction shall be sent to the Association together with the remittance due to the OEA-NEA-REA, as soon as possible after the monthly salary checks have been received by the employees of the District.

D. Approved Deductions

Upon appropriate written request from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for the following approved deductions monthly:

- Association Dues or Equivalency
- Fringe Benefits under Article 23
- United Way
- Credit Union—all summer credit union payments will be made in a lump sum at the end of June

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E. Authorization Approved by Association and Board

The District, upon appropriate authorization of the employee, shall deduct from the salary of any employee and make proper remittance for any other plans or programs jointly approved by the Association and the Board.

F. Itemization

Employee's payroll checks shall itemize all sources of pay and payroll deductions.

G. Payroll

1. An employee's salary shall be divided into twelve (12) equal payments. The monthly pay day shall be established by mutual agreement of the District and the Association at the time the District yearly calendar is developed. In the event the District and the Association are unable to mutually agree on a pay day, then the pay day shall be on the **20th** of each month. If the pay day falls on **Saturday or** Sunday, employees will receive their checks on **the preceding Friday** Monday. The only exceptions are that all employees will be paid on the Wednesday before Thanksgiving and the last teaching day before Christmas, where appropriate, and the last working day in June. **All employees shall receive their June, July, and August paychecks on the last working day in June.** ~~The employee has a choice of either receiving three (3) checks in June or having one check mailed each month during June, July and August.~~ **However, if** an employee wishes to receive his/her summer checks monthly, a written request must be submitted to the Human Resources Office by May 30. ~~Beginning in the 2012-13 school year, all employees will receive the June, July, and August paychecks on the 25th of each month.~~
2. The District shall maintain an example payroll check on its website that provides explanations of various deductions and contributions.

H. Local Dues

1. To assure that employees covered by this Agreement are adequately represented by the Association, the District shall deduct an amount

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equal to one hundred percent (100%) of REA-OEA-NEA dues from the salary of each employee who is not a member of the Association.

2. The District and the Association agree that ORS 243.650 and ORS 243.666 shall apply which provides for the payment of dues to a non-religious charity or another charitable organization provided the religious tenets of the employee do not allow him/her to belong to a union.
3. Any employee who has not requested local Association dues or who has not certified to the District that s/he has paid, or is paying his/her dues directly to the Association, shall be subject to the provisions of this Article. Such request for payroll deduction or certification of direct payment of dues shall be made by October 15.

I. Indemnification

1. The Association agrees to hold the District harmless against any and all claims, suits, orders or judgments brought against the District as a result of all deductions provided for in this Article, paragraph H.
2. Individual payroll errors shall be adjusted within five (5) working days after informing the District.