

Article 1.0 – Recognition and Definitions

- 1.1 Recognition** – The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certificated personnel under written contract or on leave and substitutes as defined below, unless such positions are principally supervisory or administrative.
- 1.2 Substitutes** – Certificated personnel within the bargaining unit include substitute certificated employees employed by the District for more than thirty (30) days of work within the current school year, or for more than thirty (30) days of work within the immediately preceding school year and who continue to be available for employment as substitutes the following school year; and substitute certificated employees employed by the District for a period in excess of twenty (20) consecutive workdays in the same assignment within the current school year, or for more than twenty (20) consecutive workdays in the same assignment within the immediately preceding year and who continue to be available for employment as substitutes the following school year. Only those portions of this contract enumerated below apply to represented substitutes:
- 1.2.1** Article 1.0, sections 1.1, and 1.2.
 - 1.2.2** Article 2.0, sections 2.1, 2.2, and 2.4 through 2.9.
 - 1.2.3** Article 3.0, sections 3.1 through 3.6, and 3.8. Regarding section 3.7, all except the open period for dues and representation fee deduction shall be limited to September and February.
 - 1.2.4** Article 4.0, sections 4.1 through 4.6 and section 4.11 only for those substitutes employed after twenty (20) consecutive days.
 - 1.2.5** Article 5.0, sections 5.1 and 5.5 for those substitutes employed twenty (20) consecutive days or more, prorated.
 - 1.2.6** Article 6.0, sections 6.1 and 6.5.
 - 1.2.7** Article 7.0, sections 7.1, 7.2, and 7.4 through 7.8.
 - 1.2.8** Article 8.0, section 8.2.
 - 1.2.9** Article 9.0, section 9.1 through 9.7. Provided that represented substitutes are barred from filing grievances over whom the District has chosen to hire for open positions concerning the substance of the decision. Grievances concerning procedure are permissible.
 - 1.2.10** Article 10.0
- 1.3 Definitions** – Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both the masculine and feminine and words denoting number shall include both the singular and plural.
- “**Act**” shall mean *Chapter 41.59 RCW*.
- “**Agreement**” shall mean this contract.
- “**Association**” shall mean the Oak Harbor Education Association.
- “**Board**” shall mean the Board of Directors of Oak Harbor Public Schools, or its authorized designees.

“**Days**” shall mean contracted workdays unless otherwise specifically defined in this Agreement.

“**District**” shall mean Oak Harbor Public Schools.

“**NEA**” shall mean the National Education Association.

“**WEA**” shall mean the Washington Education Association.

“**Teacher,**” “**certificated personnel,**” “**certificated employee,**” “**educational employee,**” or “**employee**” shall refer to all employees represented by the Association in the bargaining unit as defined in section 1.1.

“**Credits**” shall mean college credits, after the first Bachelor's Degree, computed on a college quarter-hour basis.

“**Basic daily rate of pay**” shall mean a particular employee's base contract rate divided by one-hundred-eighty (180).

“**Substitute**” or “**substitute teacher**” as used in this Agreement shall refer only to represented substitutes as defined in section 1.1.

The term “**assignment**” shall mean the placement of an employee in a particular grade level(s), subject(s), and/or specialty area(s).

The term “**reassignment**” shall mean a change in an employee's assignment within the present school building to a similar or related subject area or grade level.

The term “**transfer**” shall mean the change of an employee's assignment or work location from one building to another or to a substantially different subject area or grade level within the same building.

The term “**qualifications**” shall mean a combination of factors such as certification, training, recency of training, experience, and judgments of past performance, e.g., teaching, team work, student/staff/parent relations.

The term “**first consideration**” includes an analysis of transfer/reassignment requests in relation to qualifications and District needs for existing positions that are vacant prior to consideration of outside applicants.

The term “**District needs**” shall mean staff considerations, legal requirements associated with staff assignments, District budget, program considerations, as well as student, and/or parent considerations.

The term “**part-time**” teacher or employee or staff shall refer to an employee hired to work on a less than full-time, i.e., 1.0 full-time equivalent (FTE) basis by the District. An employee shall not be considered part-time if he or she is hired to work full-time but for a period of less than an entire contract year. Unless otherwise specified herein, the rights and responsibilities of a part-time employee shall be prorated on the basis of the employee's full-time equivalency. In the case of the supplemental contracts and extra days provided for in sections 6.2 and 6.3 of this Agreement, the part-time employee and his or her supervisor will confer at the beginning of the year with respect to calendaring which additional days will be worked by the part-time employee.