

Article 2.0 – Status and Administration of Agreement

- 2.1 Ratification and Mutual Consent** – This Agreement shall become effective when ratified by the Board and the Association and signed by authorized representatives thereof and may be amended or modified during its term only with mutual consent of the parties.

This Agreement shall become effective in accordance with the duration clause herein.

- 2.2 Relationship to Existing Policies, Procedures, Practices, Rules, and Regulations** – This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District, which are contrary to or inconsistent with its terms to the extent of such inconsistency. Existing rules, regulations, policies, resolutions, or practices of the District, which are not in conflict with this agreement, are not automatically terminated by it.
- 2.3 Compliance of Agreement** – All individual employee contracts shall be subject to and consistent with Washington State law and the terms and conditions of this Agreement. Any individual employee contract hereinafter executed shall expressly provide that it is subject to the terms of this and subsequent Agreements between the Board and the Association. If any individual employee contract contains any language inconsistent with the Agreement, this Agreement during its duration shall be controlling.
- 2.4 Conformity to Law** – If any provision of this Agreement is found to be contrary to law, such provision shall be re-opened for re-negotiation. Said provision shall have affect only to the extent provided by law and all other provisions or applications shall continue in force and effect until agreement is reached.
- 2.5 Distribution of Agreement** – The Association and the District will share equally the costs of printing this Agreement including the costs of clerical time and materials. Following final preparation of this Agreement, the Association shall distribute to all employees copies of this Agreement. All employees new to the District shall be provided a copy of this Agreement by the District.
- 2.6 Contract Administration** – Association representative(s) shall meet with the District Superintendent or his or her designee at least once a month during the school year to review and discuss administration of contractual agreements concerning employees represented by the Association.
- 2.7 Appendices** – The appendices are integral parts of this Agreement and by this reference are incorporated herein and are:

APPENDIX 1-A First Consideration

APPENDIX 1-B Request for Reassignment

APPENDIX 1-C Request for Transfer

APPENDIX 2-A Salary Schedule for Certificated Instructional Staff

APPENDIX 2-B Base Salary Plus Supplemental Contract

APPENDIX 3 Oak Harbor School District Calendar Guidelines

APPENDIX 4 Grievance Review Request Form

APPENDIX 5 Grievance Response – Immediate Supervisor’s Decision

APPENDIX 6 Grievance Response – Superintendent’s Decision

APPENDIX 7-A Evaluation Criteria & Indicators – Certificated Classroom Teachers

APPENDIX 7-B Evaluation Criteria & Indicators – Certificated Support Personnel

APPENDIX 8 Observation Report

APPENDIX 9 Evaluation Report – Certificated Classroom Teachers

APPENDIX 10 Evaluation Report – Certificated Support Personnel

APPENDIX 11 Contract Waiver Request Form

2.8 Management Rights – The rights, powers, authority, and function of management remain vested in the Board, save only as specifically limited by terms set forth in this Agreement.

2.9 Integration – Any agreements between the Association and the District, in addition to those set forth herein shall be documented in writing. These written agreements shall be signed by the District Superintendent and the Association President. The duration of the written agreement shall be specifically stated and the agreement is not precedential.

The parties shall keep a notebook file of all written agreements and memorandums of understanding.

2.10 Contract Waiver Process – Requests to waive provisions of this Agreement may be made by employees or by agents of the District, either jointly or individually. Individual waiver requests shall be handled by the parties on a case-by-case basis through the contract maintenance process. Normally, the process herein outlined is intended for joint requests of employees and administration of a school building, work site, or program. Waivers may be granted up to the duration of this Agreement. Provided that waivers that pertain to parent conferences at secondary schools may last for a longer duration than the life of the Agreement if seventy-five percent (75%) of the affected members initially approve the longer duration. Waiver requests must conform to the following guidelines in order to be considered by the parties:

2.10.1 Waiver requests must be in writing on Appendix 11 and must include:

2.10.1.1 Reference to the specific provision or provisions of the Collective Bargaining Agreement to be waived.

2.10.1.2 Clear evidence of joint employee and administration participation in the decision-making process. Waiver requests require a vote in favor by at least two-thirds of employees who are affected by the request.

2.10.1.3 Rationale for the waiver.

2.10.1.4 Specific timelines and duration for the request.

2.10.1.5 Effect of the waiver on other areas of the this Agreement and on employees not voting in favor, if any.

2.10.2 Waiver requests must be submitted concurrently to the District Superintendent, or his or her designee, and the Association President, or his or her designee.

2.10.3 Any waiver requests will be granted only if both the District Superintendent, or his or her designee, and the Executive Board of the Association agree.

2.10.4 The District and the Association stipulate that any waivers granted are not precedent setting.

2.10.5 All waivers are renewable once by submission of the original waiver documentation and a two-thirds (2/3) vote of the affected employees, subject to approval as set forth in section 2.10.3. Subsequent renewals may be granted, but must be re-submitted as a new waiver request.