



**OMAK EDUCATION ASSOCIATION CBA
2026 Bargaining Session**

School District's May 19, 2026 Proposals

Proposal: District 1
Provision: Article III, § F
Title: Reassignments, Transfers, and Open Position Procedures

Agreed to: Y / N
District Initials: _____
Association Initials: _____

District's Proposed Language:

Section F.

The district will conduct the following procedure for reassigning and/or transferring a certificated staff member. The reassignment and transfer process will only include the roles of general education teacher, special education teacher and counselor. All other roles will be filled following the hiring process as outlined in the CBA. Examples include teachers on special assignment (Brick and Mortar), instructional coaches (Brick and Mortar), [teachers on special assignment \(WAVA\)](#), ~~lead teachers (WAVA)~~, ~~master teachers (WAVA)~~, Academic Deans (WAVA), and [summer school teachers](#). Seniority will not apply to the examples listed above.

Proposal: District 2
Provision: Article III, § F
Title: Reassignments, Transfers, and Open Position Procedures

Agreed to: Y / N
District Initials: _____
Association Initials: _____

District's Proposed Language:

Section F.

2. Transfer
 - a. All open positions are posted ~~five (5)~~ for three (3) days to in-district employees and are filled by seniority and certification.

Proposal: District 3
Provision: Article III, § F
Title: Reassignments, Transfers, and Open Position Procedures

Agreed to: Y / N
District Initials: _____
Association Initials: _____

District's Proposed Language:

Section F.

3. Superintendent-Initiated Transfer

- a. The superintendent may transfer staff if he or she determines that the transfer is in the best interests of the District. The superintendent will notify the affected staff member in writing of the reasons for the transfer before the change becomes effective. At least ten (10) calendar days' written notice will be given to the employee. The superintendent may exercise this right twice per school year at the P-5 grade band and twice per school year at the 6-12 grade band.
- b. ~~In rare instances, in order to retain staff, the superintendent reserves the right to transfer an employee(s) into an open position(s) based on the seniority list and to develop a staffing solution that impacts the fewest staff members.~~
- c. ~~Prior to making a staff adjustment, a meeting will be scheduled among the following persons: Human Resources Director, Superintendent, the OEA President, the principal, and the employee. The purpose of the meeting will be to outline how the move addresses retaining staff. If this meeting does not result in resolution, a second meeting will be scheduled to render a decision. Notification of the final determination that an employee will be moved will be made by June 15.~~

Proposal: District 4
Provision: Article III, § F
Title: Reassignments, Transfers, and Open Position Procedures

Agreed to: Y / N
District Initials: _____
Association Initials: _____

District’s Proposed Language:

Section F.

As outlined in the following table, supplemental days shall be provided for the employee to prepare and organize for reassignments and transfers. The affected employee shall request the supplemental days and list activities requiring extra time (Appendix G). The supplemental days apply to the B&M teachers only except where noted below.

B&M Teachers - A maximum of five (5) days will be allowed.		
Elementary (P-5)	Looping	3 days (24 hours)
	New grade level	5 days (40 hours)
Secondary (6-12)	Content area change (made after five (5) days before the end of school year)	2 days (16 hours) per area
District-wide	District-mandated new core curriculum	2 days (16 hours)
	New physical location without curricular change initiated by administrator	2 days (16 hours)
WAVA Teachers - A maximum of three (3) days will be allowed.		
WAVA wide	Late assignment change five (5) days prior to the beginning of semester	up to 2 days (16 hours)
WAVA K-8	New grade level	2 days (16 hours)
WAVA wide	Content area change (made after five (5) days before the end of school year)	2 days (16 hours)
WAVA wide	Instructional Platform Change (mode for synchronous instruction delivery)	2 days (16 hours)

Proposal: District 5
Provision: Article IV, § E
Title: Family Leave

Agreed to: Y / N
District Initials: _____
Association Initials: _____

Housekeeping Item:

Section E _____ Family Leave

In the 2024-25 school year, two (2) days will be transferred to Personal Leave, leaving two (2) days remaining in Family Leave. In the 2025-26 school year, Article IV, Section E, will be removed from the collective bargaining agreement.

- 1 ~~Family leave of two (2) days per contract year shall be granted with pay to an employee in cases of leave involving illness, injury, in the immediate family of the employee or emergency to home/real property. Immediate family is to be defined as: spouse, mother, father, sisters, brothers, children, brother/sister/mother/father/daughter/son-in-law, aunts, uncles, nieces, nephews, cousins, significant other or his/her family, grandparents, grandchildren, stepfamily, foster family. Such leave shall be non-accumulative but shall be renewed each year. Upon the recommendation of the Superintendent, the Board may extend or grant additional day's family leave with pay. (See Additional Time)~~
- 2 ~~Procedures—When an employee uses family leave, the employee shall state the reasons (generic, i.e. sick, appointment) for his/her absence and shall verify the absence by entering the absence into the Absence Management data system.~~
- 3 ~~Exhaustion—Additional leave needed for family emergency leave beyond the four (4) provided above may be allowed from that provided in Article VI, Section A, Sick Leave.~~
- 4 ~~Additional Time—Family leave in addition to those specified in Section D.1 above, may be granted, without pay by the District in unusual cases where extreme hardship is evident. In the event of serious illness or death of a person not in the immediate family of the employee and/or spouse, family leave with pay shall be granted as approved by the superintendent upon the recommendation of the principal.~~

Proposal: District 6
Provision: Article VI, § C
Title: Workload

Agreed to: Y / N
District Initials: _____
Association Initials: _____

Housekeeping Item:

<i>B & M General Education Classrooms</i>		<i>Maximum</i>
Kindergarten	Classroom	17
1 – 5	Classroom	23
6 – 12	Classroom	25
<i>WAVA General Education Classrooms</i>		<i>Maximum</i>
Kindergarten	Contact Group	25
Kindergarten 1 – 5	Contact Group	50
6 – 8 Teaming Model	Contact Group	55
6 – 8 Teaming Model	Content Group	110
6-8 Physical Education and Health	One (1) PE teacher and one (1) Health teacher	Students take one (1) semester of Health and one (1) semester of PE annually
9 – 12	Contact Group	35
9 – 12	Content Group	195
<i>WAVA Special Education Classrooms</i>		<i>Maximum</i>
K-8		25
9-12		25

Proposal: District 7
Provision: Article VI, § C
Title: Workload

Agreed to: Y / N
District Initials: _____
Association Initials: _____

District’s Proposed Language:

B&M SPED

1. **Release Time:** Special education classroom teachers, including pre-school, who serve students on a daily basis and write IEP’s, will be provided one (1) day per year of release time. Such release time may be used in two (2) half days or one (1) full day to either write IEP’s or hold several IEP meetings. This time will be worked within the school setting. Special education employees will coordinate this release time with their Principal or the Director of Special Education prior to its use.
2. **Per Diem Days:** Special education employees who write IEPs and daily serve students shall receive two (2) per diem days, paid on a time sheet, each year for the purpose of writing IEP’s.
3. **Caseloads/Student Numbers**

Caseload	Maximums
SLP (one or more sites)	Any combination of student caseloads up to 45
OT/PT (one or more sites)	Any combination of student caseloads up to 45
<u>Resource Teachers:</u> Elementary Secondary	25* IEPs on a caseload 25* IEPs on a caseload * 45 IEPs on a caseload if IEPs are written by a remote case manager
Self-Contained Special Education Teachers: (All grades)	15 IEPs on a caseload
Preschool Teacher	20 IEPs on a caseload

Move the following language from B&M SPED up to Gen Ed. It would be Section C(3).

1. Exceptions to class size limits—Class size limits for CTE, band, choir, laboratory sciences and physical education shall be mutually determined within each building by a collaborative process involving the employees directly involved, the Association building representative and the principal. Consideration will include the number of learning stations, available equipment, safety factors and educational viability.
2. In the event a class size exceeds Maximum after October 1st compensation for classroom preparation due to additional students will be offered retroactively to the first date of overage as follows:
 - a. Elementary Employees-Pay shall be twelve dollars (\$12.00) per student-day.
 - b. Secondary Employee-Pay shall be two dollars (\$2.00) per student ~~hour~~ **period**.
 - c. In the event the certificated employee goes on leave, Excess of Maximum remedy will be prorated between the teacher on leave and the long-term substitute based on student contact time.
 - d. **The compensation solutions shall be paid in March and July of each school year.**
 - e. **WAVA ONLY** - Primary IEP case managers will receive three days' pay at his/her per diem rate for IEPs they are responsible for writing. These days will be paid in his/her June pay check.
 - f. **WAVA ONLY** – Special Education (SE) overload to be paid as follows:

K-12	26-29 students - \$6/day per student over maximum above
	30+ students - \$12/day per student maximum above

Proposal: District 8
Provision: Article VI, § C
Title: Workload

Agreed to: Y / N
District Initials: _____
Association Initials: _____

District’s Proposed Language: MOU Rollover

B&M Overload Remedies

The district may also provide paraeducator support for teacher in overload.

- 1 ~~Excess of maximums for SLP/OT/PT— In the event the caseload maximum is exceeded for five (5) consecutive days, the SLP/OT/PT and the Principal(s)/supervisor(s) involved shall meet to develop a plan to be implemented as soon as the maximum number is reached. This plan may include an additional hour of aide time per week given to the SLP/OT/PT for every student over forty five (45) or any other alternative solution mutually agreeable to the SLP/OT/PT and administrator(s) involved.~~
- 1 Excess of maximums for SLP/OT/PT— In the event the caseload maximum is exceeded for five (5) consecutive days, the SLP/OT/PT and the Principal(s)/supervisor(s) involved shall meet to develop a plan to be implemented as soon as the maximum number is reached. This plan may include compensation, an additional hour of aide time per week given to the SLP/OT/PT for every student over forty-five (45), if staffing is available, or any other alternative solution mutually agreeable to the SLP/OT/PT and administrator(s) involved. Final selection of the remedies listed below will be the employee’s choice.
 - a If available, provide an additional hour of aide support per week per overloaded student to reduce workload.
 - b Compensation – if compensation is selected, starting on day six (6), if the caseload limits are exceeded, the overload compensation below shall be retroactive to the first day of overload.
 - c Any other alternative solution that is mutually agreed upon.

<u>ESA CATEGORY</u>	<u>MAXIMUMS</u>	<u>COMPENSATION</u>
SLP	<u>Caseload:</u> 45; 55 with SLPA assistance	If caseload limit is exceeded on the monthly count day , a \$50 per student, per month stipend will be paid

Proposal: District 9
Provision: Article VI, § C
Title: Workload

Agreed to: Y / N
District Initials: _____
Association Initials: _____

WAVA Self Contained Special Education Teachers

~~WAVA Self-Contained Special Education teachers will work with students with intensive academic and social needs as determined by the IEP team. Self-Contained SE teachers might include Functional Skills teachers and other Intensive Academic Teachers.~~

~~In addition to the compensation above, if any time during the year, the caseload exceeds fifteen (15) students, twenty (20) hours per week of paraeducator support will be provided for a minimum of two (2) months or until overload is resolved.~~ WAVA Self-Contained Special Education teachers will work with students with intensive academic and social needs as determined by the IEP team.

The maximum caseload for each Self-Contained SE teacher will be twelve (12) students or less.

If the caseload exceeds twelve (12) at any point, the following remedies will be made available to the teacher:

- If the caseload is 13-17 students, the teacher will receive \$15/day per student above twelve (12).
- If the caseload is 18 students or above, the teacher will receive \$30/day per student above twelve (12).

~~Paraeducators are supervised by the WAVA Special Programs Administrator and appropriate building principals.~~

Proctoring state testing in a face-to-face capacity will be waived for Self-Contained SE teachers to allow time for WA-AIM alternative testing for functional skills students. Adequate training for testing will be provided.

Proposal: District 10
Provision: Article VI, § E
Title: Student Discipline

Agreed to: Y / N
District Initials: _____
Association Initials: _____

District's Proposed Language:

Section E Student Discipline

- ~~1 Reasonable written rules regarding pupil conduct, discipline and rights shall be collaboratively developed, reviewed and shared with staff no later than September 15 of each school year.~~
 - ~~a The team responsible for the collaborative development shall consist of six (6) members with three (3) certificated employees selected by the Association and three (3) administrators selected by the Superintendent/designee.~~
 - ~~b Such rules shall not be inconsistent with any of the following: federal statutes and regulations, state statutes, common law and rules of the superintendent of public instruction under RCW 28A.600.015. Such rules shall include such substantive and procedural due process guarantees. All procedures must be consistent with the rules of the superintendent of public instruction and provide for early involvement of parents in attempts to improve student behavior. Procedures shall assure, pursuant to RCW 28A.400.110, that all staff work cooperatively toward consistent enforcement of proper student behavior throughout each school as well as within each classroom.~~
 - ~~c The superintendent shall review the team's work and shall have final authority for modifications and approval of the rules.~~
1. As required by law, the Board of Directors will adopt and amend Policy and Procedure 3241, which will set forth the student discipline rules, procedures, and behavior expectations. Individual buildings may adopt specific rules in their student handbooks so long as they are consistent with state law and District policy.
- 2 "Classroom exclusion" means the exclusion of a student from a classroom and instructional or activity area for a discretionary behavioral violation that creates a disruption of the educational process in violation of the District's disciplinary policies. Any student who creates a disruption to the educational process in violation of the building disciplinary standards District's disciplinary policies while under the teacher's immediate supervision may be excluded by the teacher from his or her individual classroom and instructional or activity area for all or any portion of the balance of the school day, or up to the following two days, or until the Principal or designee and teacher have conferred, whichever comes first.
 - a Except in emergency circumstances, the teacher must first attempt one or more alternative forms of corrective actions before excluding the student (as shown on the discipline referral form).
 - b The teacher will report the exclusion and behavioral violation to building administration as soon as reasonably possible.
 - c If a student is excluded from class, it shall be the responsibility of the teacher to notify parent/guardians related to the exclusion. Any subsequent additional discipline shall be communicated to parents/guardians by the building administrator.
 - d The Principal shall communicate the disciplinary action taken by the Principal to the teacher who referred the student as soon as reasonably possible.
 - e In no event without the consent of the teacher, may an excluded student return to the class during the balance of that class or activity period or up to the following two days or until the Principal or his/her designee and the teacher have conferred (RCW 28A.600.020).

- i Conferred shall mean a face-to-face or phone meeting between the teacher who referred the student and the Principal/designee. This meeting will to the extent reasonable occur outside of teaching contact time (including hallway passing time).
- f Each building shall have a clearly communicated written procedure for student referrals and notification system to be followed when administrators are unavailable.
- g A classroom exclusion does not include nondisciplinary actions that result in missed instruction when:
 - (a) A teacher or other school personnel uses evidence-based classroom management practices to support the student in meeting behavioral expectations; and
 - (b) The student remains under the supervision of the teacher or other school personnel.

Proposal: District 11
Provision: Article IX, § B
Title: Board Determination of Program

Agreed to: Y / N
District Initials: _____
Association Initials: _____

District's Proposed Language:

Section B

Not later than May 15th of each year, the Board of Directors shall determine whether the financial resources of the District will be adequate to permit the District to maintain its educational program and services substantially at the same level for the next school year. If the school board enacts a Modified Education Plan or Reduction in Force, the procedure to determine staffing will follow the process set forth in Article IX. Section C.

All other transfers will be governed by procedures outlined in Article III, Section E.

If the District reduces staff only through attrition, resignation, retirement, and the nonrenewal of provisional employees, this reduction in force section is not applicable.

Proposal: District 12
Provision: Article X, § A
Title: Definition of Terms

Agreed to: Y / N
District Initials: _____
Association Initials: _____

District’s Proposed Language:

~~MASTER TEACHERS~~ **TEACHERS ON SPECIAL ASSIGNMENT** assist with day-to-day activities and tasks related to the overall functioning of the school. They serve as a support to the department.

Proposal: District 13
Provision: Article X, § C
Title: Work Space

Agreed to: Y / N
District Initials: _____
Association Initials: _____

District's Proposed Language:

Section C

WAVA teachers must reside in Washington State. Employees hired prior to September 1, 2014 living out of state are exempt from the residency requirements. ~~WAVA teachers working outside of Washington State must inform WAVA administration in advance of the following: travel purpose, location, length of time away, and the ability to perform job duties while away.~~ **WAVA teachers are required to work from their virtual workspace in Washington State.** ~~If a WAVA teacher desires to temporarily work from a different location, they must submit a written request to the WAVA Executive Director and Human Resources Director at least fourteen (14) calendar days in advance. The request must include the reason for the change in location, the length of time away, and an explanation of how the employee will continue fulfilling job requirements. No work relocation request will be granted for vacations; employees must use personal leave. Due to privacy and cyber concerns, no employee may work from outside the U.S. Due to liability concerns, WAVA teachers are limited to up to 30 days per 12 month period of work outside of Washington State.~~

Proposal: District 14
Provision: Article X
Title: WAVA

Agreed to: Y / N
District Initials: _____
Association Initials: _____

Housekeeping Proposal

Given the legislature's continued changes to virtual schooling, we propose moving all WAVA-specific provisions to Article X for ease of amendment as the laws change.