

ARTICLE IV PERSONAL LEAVES

Section D Leave of Absence

1 ~~A leave of absence of up to one (1) year, without pay, may be granted by the Board to an employee who has completed a minimum of three (3) years satisfactory teaching in the district.~~ Any employee who has completed a minimum of three (3) years satisfactory teaching in the district may apply for and the Superintendent shall grant an unpaid leave of absence for up to one (1) year for study, travel, or medical reasons. All other requests may be granted for reasons mutually agreed upon between the employee and Superintendent. The employee shall maintain his/her position on the salary schedule, provided that additional educational increments will be provided if earned, and additional experience increments will be granted for teaching experience which would have qualified under Article VII, Contract and Salary Placement, Section B.2, had the employee been within the District during that period of time.

2 The District shall reemploy such an employee upon the expiration of such leave of absence, provided the employee has given written notice to the District not later than March 15, indicating intention to return. Such reemployment shall commence as of the beginning of the next contract year. Upon return, the employee shall be re-employed in the position last held or a similar position for which the employee is qualified – provided that any such employee shall be subject to the provisions of Article IX, Staff Reduction and Recall, and shall not be rehired in preference to an employee in the employment pool who has greater seniority rights for rehire. All staff on any Leave (Leave of Absence, Sick Leave, Family Leave, Military Leave, of Association Leave) must notify district of intent to return by March 15th.

Section J Personal Leave

1 Each employee shall be granted five (5) days of personal leave at the beginning of each school year. At the end of each school year any unused days may shall be cashed out at the employee's per diem rate.

2 Such personal absence will be granted and approved by the superintendent or appropriate administrator, provided that application therefore shall be made at least five (5) workdays in advance of the requested absence, except for unexpected emergencies, and provided further that not more than four (4) employees in any one school building or teaching unit shall be authorized such leave at the same time-for B&M and eight (8) employees per school building for WAVA, without the approval of the Superintendent. Employees in assignments which do not require a substitute may take personal leave on days when their building is already at maximum limits as outlined above. Personal absence herein authorized shall be with pay. Employee shall not be accountable to the District for purpose of leave taken.

Section M

Accidents on the Job in ~~Brick and Mortar~~ Schools

Whenever a ~~Brick and Mortar~~ employee is absent from employment and unable to perform his/her duties as a result of personal injury sustained in the course of his/her employment, including travel to and from his/her work place, they shall be paid his/her full salary with no deduction from sick leave for the period of his/her absence, less the amount of any workman's compensation award made for disability due to said injury.

NEW: Section?. Family and Medical Leave Act (FMLA)

1. **Eligibility:** Employees employed for more than 1 year, having worked a minimum of 1080 hours in the last 12-month period.
2. **Usage:** Employees shall be provided twelve (12) workweeks of unpaid leave during any twelve (12) month period for any of the following reasons:
 - a. the birth of a child and to care for the newborn child within one year of birth;
 - b. the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
 - c. to care for the employee's spouse, child, or parent who has a serious health condition;
 - d. a serious health condition that makes the employee unable to perform the essential functions of their job;
 - e. an qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is covered military member on "covered active duty;" or
 - f. twenty-six workweeks of leave during a single 12 month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).
3. **Notification:** The employee shall provide the District thirty (30) days advance notice of their intent to use Family Leave when the need for the leave is foreseeable. In the event of an emergency or situation beyond the control of the employee, the 30 days advance notice will be waived.
4. **Job Benefits and Protection:** The District shall insure the following provisions:
 - a. Maintain the employee's full insurance benefits during the duration of Family Leave, continuing to pay its portion of health benefits. During unpaid status, the District shall continue to pay its portion of the insurance benefits, while the employee picks up their regular monthly premium.
 - b. Grant, at the employee's request, their usage of accrued sick leave prior to their going on unpaid Medical Leave;
 - c. Grant the employee their previous position, or an equivalent position, upon return from Family Leave; and
 - d. Maintain any employee benefits that accrued prior to the start of Family Leave.
5. **Intermittent Leave:** Leave may be taken intermittently to care for an ill spouse, child, parent, or for an employee's own illness if medically necessary. An employee needing intermittent FMLA leave must attempt to schedule their leave so as not to disrupt the district's operations.

The District may temporarily assign the employee to an alternate position that better accommodates the employee's intermittent or reduced leave schedule. The employee will receive the same benefits and salary schedule placement.

NEW Section ?. Washington State Paid Family Medical Leave (PFML)

Washington State Paid Family Medical Leave (PFML):

1. Employees shall be eligible to receive Paid Family and Medical Leave under the Washington State Family and Medical Leave. The District will comply with the PFML (Paid Family Medical Leave) to the extent required by law. The information in this section is for reference only. Specific obligations and limitations are contained within the law.
 - a. This leave is not administered by the District, but by Washington’s Employment Security Department.
 - b. To be eligible for this leave, employees must have worked a minimum of 820 hours within the qualifying time period outlined in the law.
 - c. Employees may use this leave in conjunction with accrued paid leave in order to remain whole. It is the sole choice of the employee as to the order such leave shall be utilized.
 - d. The employee’s premium as defined by the Employment Security Department shall be paid by the employer.
 - e. The District shall maintain the employee’s health coverage for the duration of PFML.
 - f. Per PFML protection eligibility, upon returning from such leave, the employee shall be entitled to their previous position, or equivalent position with equivalent pay.

ARTICLE VI INSTRUCTION

Section C Workload

1 Class size limits— The parties are aware that classrooms occasionally become overcrowded and this overcrowding is a factor in the quality of education and working conditions for employees. In an effort to resolve the overcrowding concern, the following class size limits shall be established:

Preschool (3—5) teacher (full time)	Maximum class size 17
	3—5 (age) integrated ECEAP and Special Education
Options for teachers of 3-5 year olds:	Early Childhood Special Education
	Itinerant Teacher

2 Excess of class size maximums— In the event that any teacher's class size maximum is exceeded for one (1) month, the Early Childhood Administrator will follow class size violation remedies for the elementary certificated staff.

<i>B & M General Education Classrooms</i>		<i>Maximum</i>
Kindergarten	Classroom	17
1 – 5	Classroom	23

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6 – 12	Classroom	25
WAVA General Education Classrooms		Maximum
Kindergarten – 52	Contact Group	50 25
3-5	Contact Group	42
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 1:300 ratio
ML/ELL	Content	1:50 ratio
ART	Content	300
9 – 12	Contact Group	35 *
9 – 12	Content Group	195 *
WAVA Special Education Classrooms		Maximum
K-8		25
9-12		25

*WAVA High School Homeroom over 35 will receive overage payment as specified below

*WAVA High School Content over 195 will receive overage payment as specified below

WAVA Specialists (K-8 PE/Health, Art) shall receive a stipend of one-thousand dollars (\$1,000) per semester.

WA KIDS - In recognition of increased workload and data input requirements:

- Kindergarten teachers shall receive two (2) per diem paid days (16 hours) to score and enter TS Gold results (paid upon completion in November)
- New Kindergarten Teachers -- Up to 12 per diem paid hours to complete self-paced TS Gold and WAKids training

~~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, shall receive the following, to be paid on a time sheet, each year for the purpose of writing IEP's:

- Life Skills/Self-Contained teachers shall receive four (4) hours per IEP written.
- Therapists (SLP, OT/PT,etc) shall receive three (3) hours per IEP they case manage.
- Resource Room teachers shall receive three (3) hours per IEP they case manage.
- Therapists (SLP, OT/PT, etc.) shall receive one and a half (1.5) hours per IEP they assist on.

In the event re-evaluations need to be done at any point during the contract year, those teachers and/or therapists shall receive compensation equal to the appropriate section listed above.

3. Caseloads/Student Numbers

Caseload	Maximums
SLP (one or more sites)	<p>Any combination of student caseloads up to 45 Caseload: 45; 55 with SLPA assistance If caseload limit is exceeded on a monthly basis, a \$50 per student, per month stipend will be paid</p>
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 -10 IEPs on a caseload
Preschool Teacher	20 IEPs on a caseload

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B&M SPED Overload Remedies

Resource \$~~6~~10/day per student over the limits above up to 5 additional students
 \$~~12~~15/day per student for 6+ over limits above

Self-Contained \$~~12~~20/day per student over the limits above up to 3 additional students
 \$~~24~~30/day per student for 4+ over the limits above

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 **compensation retroactive to the first day of overload**, 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.
- 2 Psychologist caseload— Caseloads for psychologists will be determined through a collaborative process that considers the type of services required at different levels in the District and the amount of support available. A "caseload" will be synonymous with the responsibilities of case managed or IEP's assigned.
- 3 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.
- 4 In the event a **rostered** 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~~**fifteen** dollars (\$~~12~~**15.00**) per student-day.
 - b Secondary Employees-Pay shall be ~~two~~**five** dollars (\$~~2~~**5.00**) per student hour.
 - i **For (a) and (b), WAVA elementary and secondary overages shall increase by one dollar (\$1.00) each month that the overage continues. (Ex. Second month, \$6 per student hour; third month, \$7 per student hour, etc.)**
 - ii **In the event that 50% of K-8 WAVA teachers or a WAVA HS Department are in overage at any point in the school year, additional teachers shall be hired to reduce overload.**
 - 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 **Counselors – Counselors will be staffed at one per 400 students. The calculation will be based on total student enrollment on May 1 of the prior year. Overages will be paid at five dollars (\$5.00) per student per quarter paid quarterly for each student that exceeds 400.**
 - f **The case manager who is responsible for the Washington Access to Instruction and Measurement (WA-AIM) state-wide annual special education assessment for their students, shall be paid three (3) hours at their per diem rate per WA-AIM completed.**

- g **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.
- h **WAVA ONLY** – Special Education (SE) overload to be paid as follows:
- | | |
|------|--|
| K-12 | 26+ 29 students - \$ 6 15 /day per student over maximum above |
| | 30+ students – \$12/day per student maximum above |

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.

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.

The case manager who is responsible for the Washington Access to Instruction and Measurement (WA-AIM) state-wide annual special education assessment for their students, shall be paid three (3) hours at their per diem rate per WA-AIM completed.

WAVA HS SE Clarification

For HS SE teachers, the above caseload numbers only apply to the teacher's IEP case management students. Overload does not apply to any shared academic content group classes (such as Math and English Foundations). Overage for any caseload that exceeds twenty-five (25) will be paid as outlined above.

WAVA Stipend for IEP Writing

SE Masters who write and/or amend IEPs will be eligible for up to three (3) days of per diem pay as written in Article VI, Section C. SE Masters will document their work and will be paid as follows:

8 IEPs/Amendments = 1 day

16 IEPs/Amendments = 2 days

24+ IEPs/Amendments = 3 days

Documentation is due to WAVA Administration by May 15. Stipend is paid on the June paycheck. Amounts paid to each SE Master will be shared with OEA.

WAVA Kindergarten

Teachers who participate in full-day Kindergarten including the administration of the WAKids Assessment shall have the following provisions:

- Class size 25 students, overage applied per OE Agreement Article VI, Section C.
- Two per diem paid days (16 hours) to score and enter TS Gold results (paid upon completion in November)

- New Kindergarten Teachers -- Up to 12 per diem paid hours to complete self-paced TS Gold and WAKids training

As a part of full-day Kindergarten, WAVA Kindergarten teachers will complete:

Family Connection: Teachers will meet individually with students and families at the beginning of the year in accordance with House Bill 1723. These one-on-one meetings, usually taking place within the first three days of school, are intended to welcome families to school and provide a safe environment for families to speak freely with the teacher.

Whole-Child Assessment: The WAKids Assessment in collaboration with TS Gold helps kindergarten teachers learn about the skills and strengths of the children in their classrooms so they can meet the needs of each child.

Early Learning Collaboration: The purpose of the Early Learning Collaboration component of WaKIDS is to promote a shared understanding of kindergarten readiness; improve the preparedness of children, families, schools, and communities; and ultimately, provide a smooth transition for children and families. The expectations for Early Learning Collaboration are outlined in RCW 28A.150.315 which include developing strong connections to community early learning providers and participating in kindergarten-readiness activities.

WAVA Flex Program

Grade Bands	Contact	Content
K	25	25
1-5	50	50
Grades 6-8	50	200
Grades 9 - 12	50	200
Special Education	25	

Contact coverage for FLEX K-12: \$12 per student per day. Grades 6-12 content coverage: \$2 per student per day.

All WAVA Flex Program teachers will hold individual or family Progress Conferences via online classroom or Zoom their contact caseload, regardless of Auto-Sat, Satisfactory, or Unsatisfactory status unless otherwise directed by the Flex Administrator.

FLEX Teachers may timesheet up to two (2) days in August and two (2) days in January for course set up tasks. New FLEX Teachers will be compensated for an extra four (4) hours of professional development.

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The number of courses assigned to middle school and high school teachers will vary. Teachers who are assigned more than eight (8) courses will be eligible to timesheet up to eight (8) hours per additional course.

WAVA regular teachers with FLEX elective sections may be eligible for additional pay as following:

- Eight (8) hours of compensation per standard semester course set up provided the course meets FLEX asynchronous student needs.
- Four (4) hours of compensation per semester course offering set-up provided the course uses release conditions to meet FLEX asynchronous student needs.

Section F Mentor Teachers

PROGRAM OVERVIEW:

All initial educators new to the District will be assigned a mentor for the first year of employment with the District. The purpose of the mentor will be to provide information, support, and encouragement for the success of all educators. Serving as a mentor is voluntary. Mentors and Mentees are matched at the grade band level/content by Administration and may not work with more than three (3) mentees. A stipend is provided to both the mentor and mentee, paid at the end of the academic year. **Mentors shall receive payment of one-thousand (1,000) dollars and Mentees shall receive payment of six hundred (600) dollars.**

PURPOSE:

1. Teaching and Learning: The goal is to enhance new employee performance; retain early career teachers in the profession or new to the district.
2. Climate and Community: Teacher collaboration; school-wide learning opportunities, reciprocal observations and PLCs.
3. District Initiatives: Front loading of district initiatives and provide ongoing professional development and support while implementing the vision.

MENTORING & CONFIDENTIALITY:

Assisting new educators to understand the evaluation process, use the district's instructional frameworks, and gather evidence of student learning is the shared responsibility of mentors, coaches, colleagues, and principals. These are essential for teacher growth. While mentors do use instructional frameworks, observe, and give feedback, they do not provide information to administrators that might be used in formal or informal evaluation. The confidential trusting relationship between mentors and educators is necessary for real improvement in performance and must be carefully protected.

NEW Section L College in the High School

100% of compensation provided by the sponsoring college/university of additional funds received by the Omak School District shall be passed through to the teacher of record in a lump sum stipend. Stipends will be provided at the end of each term via

accounts payable upon receipt of funding from the sponsoring college/university. Prior to providing the stipend, it is the responsibility of the college in the high school teacher to submit a screenshot of student grades (showing student names and grades to the counseling secretary at the end of each college term) from the college gradebook, along with all other necessary tasks required as a college in the high school teacher.

ARTICLE VII

CONTRACT AND SALARY PLACEMENT

Section B Employee Contracts

1 Individual Contracts—

a Individual Contracts or employment agreements shall be on a standard form contract conforming to state law and regulation and consistent with the terms and conditions of this agreement. If any such contract is inconsistent with, or is in conflict with, the terms of this agreement, the terms and conditions of this agreement shall be controlling during the term of this agreement. Each individual contract will be for the professional work associated with teaching basic education requirements.

b All individual contracts or employment agreements shall be deemed to include a provision which shall provide for the increase of the individual employee's salary during the current school year or at the beginning of a subsequent school year, in the event the state legislature appropriates such funds for the express purpose of salary improvement or inflationary adjustment. This salary schedule in Appendix A will be increased annually by the percent determined as the annual inflationary adjustment provided by the legislature and/or the percent value of the increase in the state allocation for certificated employees.

c Salaries shall be the maximum allowable under legislation. Increments shall be granted only at the beginning of each school year for experience and advanced education. Adjustments shall be made during the school year in order to maximize salaries under state rules and regulations.

d. An employee under contract shall be released from the obligations of the contract upon request under the following conditions:

1. **Letter Required:** A letter of resignation must be submitted to the Superintendent.
2. **Before ~~June 15th~~ July 30th :** A release from contract prior to ~~June 15th~~ July 30th shall be granted provided a letter of resignation is submitted prior to that date.
3. **After ~~June 15th~~ July 30th :** A release from contract may not be granted. **Any denial after July 30th may be appealed to the school board.**

2 Extended Contracts—

a. Supplemental contracts for extracurricular and special assignments for employees represented by the Association shall identify the parties, the purpose of the contract or the assignment, and the rate of compensation. Supplemental contracts shall be consistent with the terms and conditions of this agreement. If any supplemental contract is inconsistent with, or is in conflict with, the terms and conditions of this agreement shall be controlling during the term of this agreement (Appendix B).

b. TRI – Time, Responsibility, and Incentive

1. Time: There will be five (5) mandatory District-directed days, paid through a supplemental contract at the employee’s per diem rate. Two (2) of these days will be immediately prior to the start of the school year. One of these days will be for teachers to prepare their classrooms, this could be done in two half days. The remaining three (3) days will be Professional Development days as per the District calendar. Should the state no longer fund these three (3) days, the trainings will not occur and the supplemental contracts will be adjusted accordingly. These supplemental days will be scheduled and communicated to employees no later than May 31st.

2. Responsibility: The nine (9) days formerly in this category are now part of the base contract and Salary Schedule. The responsibilities attached to those days are now part of the regular contracted base salary. The activities normally performed under this section in 2017-18 are still the expectation in future years.

Any future additional compensation for responsibility must conform to the rules regarding enrichment activities.

3. Incentive:

See Incentive for Early Notification of Resignation in Section G of this Article

3 Lists of Contracts— A list of all goods and services contracts and ESY contracts affecting Association members, regardless of benefit amount, will be given to the President annually on August 31st.

4 Salary Schedule— The employee salary schedule is annexed as (appendix A). Supplemental salary schedule is annexed as (appendix B).

5 Part–Time Employees— Beginning in 1989, the salary placement rules of the State of Washington shall determine how much experience employees shall be granted for part–time or part–year work experience. Employees shall not be deprived of other experience already recognized. (exhibit A)

6. **Additional days: School Counselors at the high and middle schools shall receive supplemental contracts to work an additional twelve (12) days. These days are to be used prior to the start of school, after the end of the school year, and/or any additional times as needed. School Counselors at the elementary schools shall work an additional seven (7) days for similar purposes.**

NEW Section H VEBA

The District shall offer certificated staff with the benefits of a VEBA program in a manner that follows state law.

The District has adopted the VEBA sick leave conversion Medical Reimbursement Plan (the “Plan”) pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf of all employees in the group who are eligible to participate in the Plan by reason of having excess sick leave conversion rights. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave credits to the account of such employee available for contribution on an annual basis and at retirement in accordance with the statute. The District shall notify eligible employees in January of each year.

It is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with the statute. If an eligible employee fails to sign and submit such agreement to the District he/she will not be permitted to participate in the Plan at any time during the term of this agreement, and any and all excess sick leave which in the absence of this agreement would accrue to such employee during the term hereof shall be forfeited together with all cash-conversion rights that pertain to such excess sick leave.

Retirement Sick leave conversion: For purpose of retirement contributions to the Plan, all employees covered by this agreement who retire during the term hereof shall be eligible, and excess sick leave shall be defined as the sick leave days accruing to the credit of such employee during the term of this agreement.

The Association will vote annually to either cash out or contribute the dollars to VEBA.

The District shall contribute \$300,000 annually to an employee VEBA pool. This money will be evenly distributed to individual VEBA accounts for each member of the bargaining unit to be paid in July.

NEW Section I Incentive for Senior Employees

Senior Employee Mentors: In recognition of the work done by senior staff, including but not limited to, mentorship of new teachers, providing curriculum assistance, building leadership, and professional expertise the following shall be paid to all certificated employees:

17-19 years	1.5%
20-24 years	2.0%
25-29 years	2.5%
30-34 years	3.0%
35+ years	3.5%

Incentives are a percentage of the employee's base and shall start the first student day of the year and continue until the employee moves to a new category. They are to be paid on a supplemental contract in a lump sum on the November 30th check and are based on in-state experience.

ARTICLE IX STAFF REDUCTION AND RECALL/TRANSFERS

Section C Modified or Reduced Educational Program

1 If the District adopts a modified or reduced educational program because of a lack of financial resources, the following guidelines will be considered in determining the programs and services to be retained, modified or eliminated.

- a Students' needs: Provide opportunities for completion of graduation requirements, requirements for accreditation, and minimum program requirements under state laws and regulations.
- b Funding sources: Where revenues are categorical and depend on actual expenditure rather than budgeted amounts, every effort will be made to maintain such programs, where reasonable, to the limit of their categorical support (e.g., CTE, federally supported programs).
- c Student / teacher ratios: Maintain levels conducive to an optimal learning climate; the severance of certificated personnel will be minimized to the extent practicable.

d Expenditures: Make reductions where reasonable; and not categorically funded, in capital outlay, supplies and materials, contractual services and travel in an effort to retain as much of the basic education program as possible within the resources available.

e Non-renewals or involuntary terminations: Make every reasonable effort to ascertain the number of certificated positions which will be open as a result of voluntary or mandatory retirements, normal resignations, and leaves of absence in order to eliminate unnecessary reductions in staff.

1. For WAVA Only, in the event of a reduction in force, employees will be RIF'd in the following order:

- i All non-continuing employees
- ii All first-year provisional employees
- iii All second-year provisional employees
- iv All third-year provisional employees
- v All first-year provisional employees with more than two (2) years' experience in a previous district.

2. If further reductions are needed after the above list has been exhausted, the District shall follow Section C, number 2 of this section.

ARTICLE X

WASHINGTON VIRTUAL ACADEMIES

Section F Calendar and Synchronous Master Schedule

The creation of the WAVA instructional days calendar will be a collaborative process between OEA and administration.

~~The WAVA synchronous master schedule is created by administration. The BLT will have the opportunity to review and provide feedback on the synchronous master schedule prior to its adoption.~~
Building Leadership Teams (BLTs), Teachers, and WAVA Administration will work collaboratively to develop a process to create a master schedule designed to deliver both core and supplemental instructional sessions.

ARTICLE XI

TERM AND RATIFICATION

Section A Effective Dates

This agreement shall be effective as of September 1st, 2026, and shall continue in effect until August 31st, 2029. During said period of time, this agreement shall be binding upon the District, the Association, and all employees who are represented by the Association as their bargaining agent.

Section B Mutual Reopeners

The parties acknowledge that all of their understandings and agreements arrived at by the parties with respect to wages, hours, terms and conditions of employment are set forth in this agreement. Modifications of this agreement may be subject to negotiation during the term of this agreement only upon request and by mutual agreement by both parties except as otherwise provided herein.

Section C Openers

This agreement shall continue in effect during the entire term of this agreement, provided however, that upon receipt of notice by the Association to the District at least ninety (90) days prior to August 31st each year through 2028 the parties hereto agree to commence negotiations on any item impacted by the State Legislature and up to three (3) items to be selected by each party. At least ninety (90) days prior to August 31st 2029, the parties hereto agree to commence negotiations on a successor agreement.

Section D Automatic Salary Adjustments

The salary schedule (Appendix A) will be increased each year of the contract by the inflationary adjustments as passed by the Legislature for Certificated Instructional Employee salaries (IPD).

- 2026-2027: IPD (2.6%)
- 2027-2028: IPD + 1%
- 2028-2029: IPD + 1%

In witness this ____ day of _____, 2026 at Omak, Okanogan County, Washington, by the undersigned officers by the authority of, and on behalf of, the Board of Directors, Omak School District No. 19 and Omak Education Association.

Board Chairman

Association President

Superintendent

Chief Negotiator

Memorandum of Understanding

This MOU is an Agreement between

the Omak School District and the Omak Education Association

The above parties agree to the following regarding teachers serving 1st, ~~and 2nd~~
~~and 3rd~~ Grade for the ~~2024-25 & the 2025-26 School Years~~ **duration of the CBA.**

The Omak School District will allow WAVA 1st, ~~and 2nd~~ **and 3rd** Grade Teachers to reduce their classes to one class per week during the 2.5 weeks outlined by the Master Schedule and Assessment Calendar for the assessments during BOY, MOY and EOY.

This agreement will expire August 31, 2026.

Omak Superintendent

Date

WAVA Executive Director

Date

OEA WAVA President

Date

OEA B&M President

Date

Memorandum of Understanding

This MOU is an Agreement between the Omak School District and the Omak Education Association.

The intent of this agreement is to clarify caseloads for Self-Contained Special Education Teachers at WAVA and establish mutually agreeable remedies for overages. All language and agreements in this MOU pertain exclusively to WAVA and do not apply to any Omak brick and mortar schools or teachers.

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.

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 \$12/day per student above twelve (12), as well as eight (8) hours per week of academic support.
- If the caseload is 18 students or above, the teacher will receive \$24/day per student above twelve (12), as well as sixteen (16) hours per week of academic support.

Academic Support shall be mutually determined within each building by a collaborative process involving the employees directly involved, the Association Building Representative, the Principal, the Special Programs Administrator, and the WAVA Executive Director.

This agreement will expire August 31, 2026. Language will be clarified and corrected at the next bargaining date.

_____	_____
Omak Superintendent	Date
_____	_____
WAVA Executive Director	Date
_____	_____
OEA WAVA President	Date
_____	_____

Memorandum of Understanding

Article VI, Section C. Workload

This MOU is an Agreement between the Omak School District and the Omak Education Association.

It is agreed between the parties that the following overload remedy for SLP/OT/PT staff will be in effect for the 2024-25 and 2025-26 school years and that this adjustment is intended to be inserted into the contract during negotiations in 2026.

B&M SPED Overload Remedies (pg. 35)

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

Omak Superintendent

Date

OEA President

Date

Omak Education Association (OEA)
Omak School District
2026 Negotiations: OEA Proposal #1
May 19, 2026