

TRUST AGREEMENT
between the
EDMONDS SCHOOL DISTRICT NO. 15
and the
EDMONDS EDUCATION ASSOCIATION
2007-2010

I. PREAMBLE

This *Trust Agreement* describes the principles upon which the Edmonds School District No. 15 and the Edmonds Education Association base our relationship, our mutual interests, and joint commitment to achieve mutual interests. By creating this Agreement we hereby commit to continuing a collaborative relationship which aspires to last beyond the tenure of those currently in leadership positions in our respective organizations. Our Agreement is intentionally general and brief because we believe that the existing relationship is based on sufficient trust and respect that detailed language which can result in lack of flexibility for buildings and staff is unnecessary.

II. PRINCIPLES OF THE RELATIONSHIP

This Agreement is founded on the belief that all people take pride in their work, want to be involved in decisions that affect them, and share in the success of their efforts.

We hereby commit to work together to establish a vibrant and successful learning community that actively involves students, staff and community. We will enjoy a relationship which promotes success for our students, our schools and our community by:

- creating an atmosphere of mutual trust and respect;
- nurturing a culture of collaboration;
- recognizing individual talents and strengths;
- increasing staff diversity;
- encouraging innovation and risk-taking with a focus on improvement;
- learning from failure;
- building upon our successes;
- providing opportunities for individual growth;
- openly sharing information, knowledge and experience; and
- providing a caring, safe learning and working environment that is clean, healthy, functional, non-violent, and free of discrimination, intimidation, and harassment.

III. MUTUAL INTERESTS

The Association and the District are committed to achieving the following mutual interests:

- A. Support for the District Mission and goals.** The District's mission was developed through the combined interaction of community members and staff. It acknowledges the importance of maximizing the personal, creative and academic potential of each person in the school system. We commit to operating in ways which help realize this mission for all learners.

B.

<p>OUR MISSION <u>To ADVOCATE for all students by PROVIDING a learning environment which EMPOWERS students, staff and the community to MAXIMIZE their personal, creative and academic potential in order to BECOME lifelong learners and responsible world citizens.</u></p>

structures to increase the mutual responsibility of those participating in the school system.

We support the Washington State learning goals and standards with a focus on essential academic learning requirements. We recognize that certain conditions advance successful student learning which include:

- Time and opportunity for students to learn
- Manageable student/teacher ratios
- Minimal disruption to curriculum delivery due to standardized testing
- Time for staff planning and collaboration
- Sufficient resources: instructional, technology, staff, and leadership
- Community and parent support and involvement
- Professional development
- Compensation to attract and retain quality school employees

We believe that multiple indicators should be used to determine if the District's instructional program is successful in helping students improve their academic performance. The sole use of any single test for the purpose of making high stakes decisions about the quality of schools and student achievement would be inappropriate. For the same reasons, it would be inappropriate to reference specific test scores in an employee's evaluation.

At the same time, we believe that the absence to reference of specific standardized test scores should not in any way restrain or discourage individual, collegial, and building work towards preparing students for maximum performance on these assessments. We share joint responsibility for creating optimum learning environments in which students are able to perform at their highest level on these assessments.

Teachers, students, and parents share mutual responsibility for student performance, and the community is accountable for making available the resources needed to meet the learning needs of its families and their children.

- C. Solvency.** The resources currently available to educate children in the public schools do not allow all expectations to be met. With sufficient resources, proven methods exist to educate children to their full potential. Despite these challenges, we jointly accept the responsibility for doing our best with the resources currently available. We intend to demonstrate student achievement as part of persuading the community that adequate resources will make an important difference, and for diligently seeking adequate and secure sources of revenue to support student learning. We have a joint responsibility to utilize resources effectively, maintain a balanced budget, and ensure the success of the District in helping all members of the school system reach their potential.
- D. Professionalization of Teaching and Teaching Support.** We commit to a District-wide staff development initiative designed to improve student achievement and to increase the community's respect for the education profession. In addition, we share an interest in engaging staff in professional development activities that are relevant to their work and designed to meet their professional learning needs.

Our long-standing practice of establishing joint task forces and committees has constituted a major step in the establishment of an appropriate climate for this professionalization initiative.

The next logical phase of the professionalism process is to move toward shared decision making in those areas that directly affect the delivery of educational programs and services. Accordingly, we agree to jointly create effective structures for training teachers and support staff and a compensation system that supports the professionalization of teaching and teaching support.

- E. Shared Decision Making.** The District and the Association have mutually worked to decentralize decision making and empower staff to make judgments about programs and resources at the point at which services are delivered. Our actions are based on a mutual belief that decision making at the point of service delivery increases the quality of learning for both students and adults and maximizes the use of available resources. We view shared decision making at school sites as a positive benefit for students, staff, and the community.

The shared decision-making process will be evaluated regularly to determine how students, staff, and community believe it is working. This evaluation will assess the areas of positive support and the areas where improvements should be undertaken. The results of these assessments will be shared with staff and others as appropriate. Action plans to build on the areas of strength and correct the areas of weakness will be addressed at the building level, with the assistance and support of EEA and the District, where appropriate.

- F. Individual Rights and Responsibilities.** The Association and the District acknowledge that we are working toward the ultimate goal of creating a system where the delineation of specific individual employee rights and responsibilities within our Agreements becomes unnecessary because they will be the understood values, norms, and operating principles of the District and Association. We understand that in order to create such a system, a deeper level of trust must exist. This trust will be created when all administrators and bargaining unit members consistently behave in ways that reflect shared values, norms and operating principles. As deeper trust develops we will modify this section in acknowledgment of that progress.

To initiate the process, the following guiding principles will be utilized to acknowledge the unique responsibility the organizations have to the individuals who work within them:

- Staff will be treated with respect and dignity and will treat each other that way. Students, parents and community members will be treated with respect and dignity. The obligations of law related to non-discrimination will be met by all employees and students. The District shall not engage in discrimination of any kind that infringes on the civil or human rights of employees.
- Learning is fostered and promoted in an atmosphere in which there is freedom to provide for the free and orderly flow and examination of ideas so that students may gain the skills to gather and synthesize information, discriminate between fact and opinion, discuss differing viewpoints, analyze problems, and draw conclusions. The educational program shall respect the rights of students to examine issues, have access to information, learn in an environment free from prejudice and hold and express their own opinions without personal prejudice or discrimination.
- Staff will exercise professional judgment when presenting subject matter. The appropriateness of the subject matter and maturity of the students shall be considered. Staff are expected to make professional judgments regarding the selection of methods or techniques to be used. The teacher is expected to maintain a high professional standard of

teaching and to employ the most effective teaching techniques to meet the District's mission.

- Staff have the responsibility to conduct themselves in a manner befitting the profession.

G. Parent and Community Involvement. We jointly commit to continue efforts to involve parents and community members in the schools. This commitment is based on the belief that parent and community support is key to maintaining an effective public education system in a democratic society. The Association and the District welcome parents and community members in the schools to observe, assist, and participate in the educational process.

IV. RELATIONSHIP OF THE TRUST AGREEMENT TO THE COLLECTIVE BARGAINING AND PROCEDURAL AGREEMENTS

The *Trust Agreement* may be modified during its 2007-10 term by our mutual agreement. The *Trust Agreement* is one part of the Collective Bargaining Agreements between the District and the Association. The *Trust Agreement* expands the traditional collective bargaining relationship between the District and the Association. The Collective Bargaining Agreement focuses primarily on documenting procedural agreements. We believe that if the relationships between people are governed by the principles and interests described here, the need for a traditional collective bargaining document as a protection will be reduced. In this environment the traditional collective bargaining agreement is evolving into a less formal document that can be updated and communicated as issues are jointly and continuously addressed. During this evolutionary phase we expect to shift some elements currently contained in the collective bargaining agreement to the *Trust Agreement*. Our traditional collective bargaining agreement is known as the *Procedural Agreement*. The grievance procedure is being maintained in the *Procedural Agreement* and a dispute resolution process is being created to respond to issues covered by the *Trust Agreement*.

Dispute Resolution: We recognize that creating a culture of collaboration in an environment where statutes and regulations are oriented to the traditional collective bargaining mode will present challenges. However, we commit to continuing the utilization of collaborative problem-solving methods before resorting to adversarial processes to resolve conflicts.

We agree that the ultimate goal of our dispute resolution process is to preserve our positive working relationship. Therefore, the provisions of this *Trust Agreement* will be subject to the following procedures:

- Parties to the dispute must be named. Anonymous complaints will not be acted upon, unless required by law.
- The parties involved in a dispute related to the provisions of this *Trust Agreement* will meet for the purpose of resolving the issue.
- If resolution is not achieved, the Association and the District agree to mediate the dispute with the assistance of a third party mediator mutually selected.
- Ultimately, if a mediated agreement cannot be reached, we agree to submit the dispute to binding arbitration by an arbitrator mutually selected.

We agree to equally share the costs of this process.

EDMONDS EDUCATION ASSOCIATION

President

UniServ Representative

Date

EDMONDS SCHOOL DISTRICT NO. 15

Board Vice President

Secretary to the Board

Assistant Superintendent, Human Resources

Date