

TA Summary of the 2025-2028 EEA/ESD Contract Settlement

Compensation

- 2025-26
 - 2.5% (IPD) applied to salary schedules (base, TRI, supplemental)
 - An additional \$200 applied to every cell on the base salary schedule
 - \$400 Discretionary EEA Reimbursement increased to \$450 (prorated by FTE) and moved to the TRI schedule
 - \$100 Professional Development (prorated by FTE) moved to TRI schedule
 - Restoration of the supplemental day that was “given back” for the 2024-25 school year
- 2026-27
 - IPD applied to salary schedules (base, TRI, supplemental)
- 2027-28
 - IPD applied to salary schedules (base, TRI, supplemental)
 - An additional \$500 applied to every cell on the base salary schedule

Substitutes

- Compensation
 - IPD applied in every year of the contract (2.5% for 2025-26), with daily rates rounded to the nearest dollar.
- Sick Leave
 - Accrued sick leave may be used without having to accept and then cancel a job.
- Long-Term Substitute Language Clarification
 - A long-term substitute is defined as a person who has worked, or who is anticipated to work, as a District substitute for 30 or more days in the same assignment, defined as one position for the same bargaining unit member, during the current school year.
 - Beginning on the 30th consecutive day in the same assignment, a long-term substitute will be paid according to their placement on the Certificated Employee’s Salary Schedule, retroactive to the first day in the assignment. No more than 4 days of absence shall be allowed in a 60-day period of such assignment without losing placement on the Certificated Employee’s Salary Schedule. Such days of absence shall be without compensation, unless the substitute is using earned, available sick leave, and shall not count towards the 30 days to achieve the placement on the Certificated Employee’s Salary Schedule.
 - The District will not reassign a substitute during a long-term substitute assignment.
 - Upon accepting a long-term substitute assignment, substitutes are expected to cancel any prearranged assignments that conflict with their long-term position.

Calendar, Time, and Location

- Calendar
 - In years when Labor Day falls on September 6th or 7th, the first day of school will be on the Wednesday before Labor Day; Thursday will be a regular school day; Friday will be a non-contract day for certificated staff. On years when Labor Day is on September 1st – 5th, school will start on the Wednesday after Labor Day.
- Non-Student Time
 - Friday early release times are divided as follows:
 - 25 Individual directed
 - 7 Administrator directed
 - 4 supplemental and 3 base-contract non-student days are divided as follows:
 - 7 Individual directed half days
 - 7 Building/District directed half days
 - The last day of school is a half day and is Individual time
 - October 31st is a half day (not early release) for everyone because of elementary conferences. Secondary will have 110 minutes of Building/District directed time and 110 minutes of Individual time.
- Flex Time
 - Employees will submit timesheets for compensation if their participation in an activity outside the contract day lasts 30 minutes or more. If the employee's participation is less than 30 minutes, the employee may flex their time by arriving late or leaving early within one week of serving the extra time, provided they notify their supervisor via email in advance.
- Work From Home
 - Certificated staff have the option to work from home on the January Individual day between semesters.
 - Certificated staff have the option to work from home when time-sheeting for substitute unavailability coverage and for time allocated to compensate for class sizes or caseloads beyond double trigger, with supervisor notification.
 - Psychologists have the option to work from home on extended days used during the student school year.
- Job Alike Time
 - Restore the October half day to be job-alike collaboration or training specific to the job-alike group(s)
 - Create opportunities for job-alike meetings by implementing a common start time on all non-student days.
 - 7:30 – 3:00 on supplemental
 - 7:30 – 3:20 on base contract days
 - If a staff meeting is not relevant to specialists and/or ESAs, administrators will consider allowing those staff to be excused.

Annual Leave Cash Out

- Employees will automatically have up to 7.33 hours of unused leave carried over for use the following year. Any remaining leave in any time increment will be cashed out at the 46-day substitute hourly rate.
 - There is no option for cashout of annual leave for balances less than 7.33 hours until retirement or resignation.

Staffing

- Middle School Reading Intervention Classes—The parties agree that the priority should be to enroll 14 to 16 students in each middle school reading class. However, if, after the first full week of August, a building is unable to fill these classes (total student load of at least 60), the building Principal, the Director of Certificated Staff, and the appropriate Assistant Superintendent, and the EEA President will meet to review reading and enrollment data to determine if flexibility in FTE allocation is warranted. FTE and enrollment numbers will also be reviewed in January for 2nd semester, as needed, and the same group may convene to determine if adjustments are needed or warranted.
- Starting with the 2026-27 school year,
 - Eliminate the protected class sizes in non-honors 9th and 10th grade classes (section 6.8.A.2) and replace them with the following staffing ratios established in bargaining:
 - K-3: 19.5:1 or lower
 - 4-8: 28:1 or lower
 - 9-12: 26:1 or lower
 - Classload trigger points for grades 4 – 6 increase by 2
 - 4: 28 T1, 30 T2, 32 T3, etc.
 - 5–6: 30 T1, 32 T2, 34 T3, etc.
 - Implement a total student load trigger for instrumental and vocal music.
 - 7-8: 156 T1, 166 T2, 176 T3, etc.
 - 9-12: 165 T1, 175 T2, 185 T3, etc.
 - Implement the following trigger numbers for secondary PE:
 - 7-8: 32 T1, 34 T2, 36 T3, etc. for individual class trigger
156 T1, 166 T2, 176 T3, etc. for total student load trigger
 - 9-12: 34 T1, 36 T2, 38 T3, etc. for individual class trigger
165 T1, 175 T2, 185 T3, etc. for total student load trigger

Behavior and Safety

- District and building administrators shall consistently implement and enforce the Board's Cell Phone/Smart Watch policy, including, but not limited to, reviewing the policy with staff annually, supporting staff when families and or students challenge enforcement, and actively and intermittently throughout the year communicating the policies to students and families through newsletters, curriculum night presentations, and email and/or Parent Square reminders. (see attached policy)

- Provisions in the event of assault:
 - In the event an employee is unable to perform contracted duties as the result of actual or attempted physical assault sustained in the course of employment, the employee shall be provided paid administrative leave for the remainder of the school day after conferring with the administrator or their designee.
 - In the event an employee is unable to perform contracted duties due to physical assault sustained during employment, resulting in the employee qualifying for time loss compensation from L&I, the District will grant paid administrative leave for the first three days of leave not covered by L&I.
 - In the event a student physically assaults a bargaining unit member resulting in physical injury and the employee submits the required Accident Report or L&I Report, upon the statement of the member that they cannot safely provide the required level of service to that student, the student will be removed from their class or caseload until the student leaves or graduates from the District, unless the teacher or staff member in question teaches a singleton class required to graduate or provides a service required by law (including but not limited to special education services), or the injury resulted from the teacher's or staff member's failure to follow established safety and/or de-escalation practices, in which case a safety plan will be put in place and a reentry meeting will be held and will include staff member in question.
- The District will provide training on de-escalation, safety, and restraint for self-contained special education teachers and classroom staff before school starts. Any staff hired or assigned to self-contained special education classrooms after the start of the school year will be trained within their first 30 days of assignment in that classroom.

Special Education

- Non-traditional Special Education Case Management—The District will allocate at least .2 FTE of float time to be used primarily to provide case management services for students with Individual Service Plans and students who qualify for an IEP and attend Open Doors or EdCap. Float time can also be used to support in-building needs and/or non-public agency case management.
- Assignment and Reassignment of Itinerant Service Providers (nurses, psychologists, OTs, PTs, audiologists, hearing therapists, vision therapists, BCBAs, social workers, and SLPs):
 - The itinerant staff person's primary work site assignment is the Student Services Department at the ESC, meaning they are assigned to the district as a whole. Secondary work site assignments are to specific schools and are based on student needs, enrollment, and educational program needs.
 - Reassignments will be based on educational program needs defined as:

- Balancing caseloads
- Reducing itinerancy
- Reducing the number of people fulfilling the FTE in a single building
- FTE match with need for surplus
- Reassignment decisions will be made in consultation with the applicable department leadership team and affected employees.
- ISPs will be provided at least 5 days' notice, except in cases of emergency where a shorter notice period is necessary.
- If the reassignment is made after the start of the school year, the district will provide up to 2.0 days of transition support
- ISPs shall not be involuntarily reassigned more than once per school year.
- Reassigned staff will have first right of return for up to one school year to their former building if an opening occurs that matches their FTE.
- ISPs will not be afforded the 5-year protection from additional reassignment under Section 10.6.D.
- Reassignment of ISPs will count toward the 3 percent of certificated staff district wide under Section 10.6(A)(5).
- Prior to reassignment, the affected employees may request a review with Human Resources and may bring an EEA representative, if applicable, to share their concerns and propose an alternative plan.
- The District will make reasonable efforts to distribute itinerant assignments equitably, taking into account employee workload, student needs, and geographic considerations.

Academic Freedom

Bargaining unit members have the right to use temporary supplemental materials to teach accurately and age-appropriately about the full range of historical and social perspectives, including the histories, experiences, and contributions of historically marginalized and underrepresented communities. This includes discussions about social justice, civil rights, equity, and systems of advantage or disadvantage, where relevant to the curriculum and grade-level standards and in alignment with School Board Policies 3221 Academic Freedom and Responsibility; 2020, Course Design, selection, and Adoption of Instructional Materials; 600 Race and Equity Policy; 3210 Nondiscrimination; and Gender-Inclusive Policy 3211. If changes to the referenced policies are proposed, the District shall meet with the Association to discuss potential impacts.

Joint Committees

The District shall notify the Association prior to beginning any new initiative for the purpose of determining implementation, if applicable, of the Draft 5 process. The default Draft 5 process for any District initiative will be implemented through Joint Committee. Joint Committees shall be facilitated by representatives of the Association as determined by Association leadership and by the District. Membership on the committee will be

determined jointly by the facilitators of the Committee. Joint proposals from these committees will go to the full bargaining team in the spring.

The Professional Excellence Committee (PEC) will no longer convene. Its work will now be accomplished through the process described above.

Agreed to 3 joint committees for the 2025-26 school year:

- Working conditions for co-teaching model for ML/gen ed and SpEd/gen ed. The recommendations will come to bargaining no later than March 2026 for implementation, if applicable, in the 2026-27 school year.
- Extra Duty provisions review—pay, responsibilities, jobs. This committee will also make recommendations around 3 specific areas for implementation in the 2026-27 school year:
 - Elementary and K-8 Outdoor Ed Advisor
 - Activity Coordinators' extended day—timesheet vs. add to stipend
 - Athletic Coordinators' duties, FTE, and stipend
- Special Education Compensation model--the goal is to create a less cumbersome and more streamlined model. The recommendations will come to bargaining no later than February 2026 for implementation, if applicable, in the 2026-27 school year.

Leave—Clarifying Language in Section 4.3.A

Compensated Day—Not Deducted from Sick Leave

A. Employees may take the following leaves:

1. Up to 1 day (not prorated) in any school year for the parents at the birth or adoption of a child.
2. Bereavement
 - a. Up to 3 days (not prorated) in situations in which the attending physician or licensed practitioner deems that death is imminent for a member of the employee's immediate family. The immediate family shall consist of spouse, domestic partner, children, parents, grandparents, grandchildren, and siblings of the employee or spouse.
 - b. Up to 5 days (prorated) for bereavement in the event of the death of a member of the immediate family, as defined above, excluding spouse/domestic partner or child. For employees working less than full time, a day will be defined by their regular workday. For example, a .4 FTE employee can take up to 5 days at 2.93 hours each or 2 full days at 7.33 hours each.
 - c. Up to 10 days (prorated) for bereavement in the event of the death of a spouse/domestic partner (as defined by the benefits program) or child. For employees working less than full time, a day will be defined by their regular workday. For example, a .4 FTE employee

can take up to 10 days at 2.93 hours each or 4 full days at 7.33 hours each.

- d. Up to 2 additional days will be allowed for travel of greater than 100 miles (not prorated).
- e. All leave, including leave for travel, must be taken within 12 months of the loss of a member of the immediate family.

3. In Memoriam

- a. Up to 1 day (not prorated) for attendance at the funeral or memorial service for another relative (nonimmediate family) or close personal friend.

TPEP

New 9.1 Language

The evaluation procedures set forth herein shall be to support the educational program by emphasizing a positive growth-based process anchored in collaborative conversations about instruction and student learning. We approach the evaluation process assuming that employees are proficient and currently engage in ongoing reflections and continuous professional growth.

Distinguished teaching is possible in all classrooms and contexts. We recognize that distinguished performance maximizes student engagement, ownership, and critical thinking relative to students' abilities and the instructional context. Distinguished teachers personalize instruction by adjusting pacing, using formative data, and extending materials to deepen learning. Distinguished teaching does not mean complete student independence; it means maximizing engagement, interaction, and ownership at every student's level. Rather than focusing on fully independent learning, teachers support students in making choices appropriate to their levels, such as selecting from structured options, using assistive technology, or engaging in scaffolded decision-making within classroom routines. Respect, rapport, and a learning culture may look different across educational settings, but high expectations, meaningful interactions, and student participation remain essential to distinguished performance.

The parties agree that the following evaluation system is to be implemented in a manner consistent with good faith and mutual respect. We believe all conversations should be open and grounded within the language of the rubric. Within the selected instructional framework, teachers will be allowed to exercise their professional judgement and will be evaluated on their own practice, skills, and knowledge.

The evaluation process recognizes the importance of implementing agreed upon processes, using objective standards as defined by the rubric, minimizing subjectivity, and eliminating surprises.

Updating Section 9.5 to match new rubrics:

- Component 4B: Documenting Student Progress. Evidence may include conversations between employee and evaluator or artifacts. Artifacts may include

both instructional records (student completion of assignment(s), student progress in learning, updating electronic gradebooks, elementary grade books, and IEPs) and non-instructional records, including, but not limited to, student and family conferences, communications, and reflection or goal-setting activities.

- Component 4D: Contributing to School and Community Culture. Evidence may include participation on building or district committees, providing support for substitute unavailability, supporting substitutes when classroom teacher is unable to, serving as a colleague mentor, participation in or taking on a leadership role in professional development, involvement in extra-duty or extra-curricular activities, attendance at student or family events occurring outside the workday, or participation PTA/PTO or events organized by the Foundation for Edmonds School District, or serving as an EEA building representative. This list is not exhaustive.
- Component 4E: Growing and Developing Professionally. Evidence may include active participation in PLCs, job alikes, or other collaboration with colleagues, participation in building or district committees, holding National Board or other professional certifications, and engaging in professional development of any nature. This list is not exhaustive.
- Component 4F: Acting in Service of Students. An employee will be deemed Proficient (3) unless the evaluator has evidence and/or documentation that would prompt placement of the employee at a different level.

Section 9.6.B (new)

In the Danielson Framework for Teaching, the critical attributes are descriptors that support understanding of the elements of success for each component. They are intended to serve as guidance, not checklists or rigid requirements. We expect holistic, evidence-based scoring that recognizes the overall intent and impact of instruction. OSPI provides the critical attributes to enhance the understanding of the different performance levels, but the rubric itself is the sole basis for the score.

Student Growth Goals

One observation will take place during the unit of study in which the student growth goals are attached, to the extent possible, but the parties may mutually agree to an alternative observation schedule.

Miscellaneous

- Association Rights—Each month the District will provide the Association with a list of new employees belonging to the bargaining unit, which will include names, school email addresses, work locations, job titles, start dates, and end dates, if applicable.
- Association Dues - Adds language that captures the current practice regarding communication when an employee's dues contribution ceases. Also adds language

that captures the current practice of allowing contributions to WEA PAC and NEAFCPE via payroll deduction.

- Employee Facilities – Adds a telephone to the list of required items provided to each employee. Adds provision that each instructional or therapy space will be equipped with current instructional technology appropriate to the employee's role and responsibilities.
- Section 10.6.A.5—Adds language requiring bargaining the transfer process that results from programmatic changes.