August 7, 2012

To Whom it May Concern:

This letter of support establishes that all stakeholders - teacher and principal associations, superintendent, and school board - will play a significant role in the implementation of the Regional Implementation Grant (RIG) to support Washington's new teacher and principal evaluation system. In addition to the stakeholders listed, the district's steering committee will also include parents and other members of the community.

The Washougal Association of Educators (WAE) and Principals' Association of Washougal (PAW) agree to collaborate with the district and to participate fully in the range of development and implementation activities related to ESSB 5895.

Our team membership includes classroom teachers, principals, union/association leadership, the curriculum and instruction director, and other central office administrators.

The Washougal School District will follow best practices in developing and implementing the new evaluation system. The District agrees to meet the timelines and expectations established by the grant. The District agrees to participate in professional development for classroom teachers, principals, and district administrators regarding the content of the evaluation system and training on the eVAL management tool.

[Signatures]

Superintendent of WSD

Washougal School Board Chair

WSD Teachers' Association Co-Presidents

WSD Principals' Association Representative
Letter of Agreement
between
Washougal Association of Educators
and
The Washougal School District

The Association and the District agree to the following:

1. The amount specified in Section 3.12, Class Size, Step 5, of $8.00 per extra student per day will increase to $9.00 per student per day in school year 2013-14 and school year 2014-15 if the new overload meeting and resolution procedures do not appreciably reduce overloads.

2. The Association and the District will meet to bargain necessary changes to health benefits as required by statute as soon as state decisions and procedure criteria are available to frame such bargaining. Bargaining will commence early in 2013 depending on the availability of final state decisions and guidance.

3. The Association and the District will meet to bargain necessary changes to evaluation as required by statute as soon as state decisions and procedure criteria are available to frame such bargaining. Bargaining will commence early in 2013 depending on the availability of final state decisions and guidance.

4. With the elimination of professional development provisions and adding professional development funds to the TRI schedule, the remaining $295 of the previous $1025 fund will revert to a district-controlled account which will be used to provide professional growth, development, and related clock hours around district initiatives. Employees will not make individual applicants against those funds.

5. The supplemental TRI payment of the 1.9% will be added to the SAM when calculating per diem for the purpose of Section 4.2, TRI Compensation, and Appendix B, Co-Curricular, Non-Coaching Co-Curricular, and Curricular Leaders Salary Schedule. This applies for 2012-13 and for each additional year of the 2012-2015 Collective Bargaining Agreement in which the state continues the 1.9% salary reduction.

6. The per diem provisions and rate in (5) above will also apply prospectively to other per diem based supplemental contract payments beginning with payments received and paid on or after November 6, 2012.

Washougal Association of Educators

Co-President, Sheila Good

Co-President, Frank Zahn

Washougal School District

Dawn Tarzian, Superintendent
APPENDIX I
REQUEST FOR CONTRACT WAIVER

The District and the Association agree that there may be situations where a waiver of contract language may be appropriate to support staff-endorsed school improvement efforts. Requests for waivers may be submitted by the building Learning Improvement Team only if supported by at least 80% of the building staff. The request will identify the contract language to be waived, the extent of the waiver, the reasons for the waiver request, and the time period for which the waiver would be granted.

Waiver requests will be reviewed by the Washougal Association of Educators Executive Board and the Superintendent or designee. Only if approved by both the WAE and the Superintendent or designee will the waiver be in effect.

TO BE COMPLETED BY LIT, SIGNED AS INDICATED, AND FORWARDED TO THE DISTRICT AND THE ASSOCIATION ALONG WITH DOCUMENTATION OF 80% SUPPORT:

Building

Gause Elementary

Language to be Waived

please see attached

Modification Requested

please see attached

Reason for Request

please see attached

Duration Requested


Signatures including administrator and members of LIT:

Linda Black

Eli Smith

Julie Paull

Wendy Morell

Mark Barlow

WAE co-president

WAE co-president

5/24/13
Appendix K
Request for Contract Waiver

**Building:** Gause Elementary School

**Language to be Waived:** Section 3.10, Grades Due; Teacher will submit grades and prepare report cards within three (3) workdays of the tri/se/mester completion.

**Modification Requested:** Teachers at the elementary buildings will submit grades and prepare report cards prior to the end of the tri/se/mester. Report cards will go home with students.

**Reason for Request:** Save the cost of mailing report cards and help increase percentage of parents receiving their child's report card.

**Duration Requested:** 2012-2013 school year
The District and the Association agree that there may be situations where a waiver of contract language may be appropriate to support staff-endorsed school improvement efforts. Requests for waivers may be submitted by the building Learning Improvement Team only if supported by at least 80% of the building staff. The request will identify the contract language to be waived, the extent of the waiver, the reasons for the waiver request, and the time period for which the waiver would be granted.

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Building
Language to be Waived
Modification Requested
Reason for Request
Duration Requested

Signatures including administrator and members of LIT:
Evelyn
Fennig Annus
Kam Lawrence
Kimberly Daniel
David Hickey
**APPENDIX K
REQUEST FOR CONTRACT WAIVER**

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<table>
<thead>
<tr>
<th>Building</th>
<th>HATNAWAY ELEMENTARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Language to be Waived</td>
<td>SECTION 3.10 GRADES DUE Teacher will submit grades and prepare report cards within three (3) workdays of the tri/se/mester completion.</td>
</tr>
<tr>
<td>Modification Requested</td>
<td>Teachers at the elementary buildings will submit grades and prepare report cards prior to the end of the tri/se/mester. Report cards will go home with students.</td>
</tr>
<tr>
<td>Reason for Request</td>
<td>Save the cost of mailing report cards and help increase percentage of parents receiving their child's report card</td>
</tr>
<tr>
<td>Duration Requested</td>
<td>2012-2013 School Year</td>
</tr>
</tbody>
</table>

Signatures including administrator and members of Learning Improvement Team:

Due Conway

Erin Hay

Philia Wase

Christie Cox

Cheri Thompson

WAE President 6/7/13

Superintendent or designee 6-5-2013
Settlement Agreement
between
Washougal Association of Educators
and
Washougal School District

The Washougal Association of Educators ("WAE") and the Washougal School District ("WSD") hereby confirm their agreement to a non-precedent settlement of a portion of the grievance presented to the arbitrator concerning interpretation of Section 3.12, Class Size, of the 2012-1015 collective bargaining agreement.

WAE and WSD agreed to a non-precedent settlement to make whole three (3) teachers affected by the issue before the arbitrator by compensating the three teachers for overloads in the first semester of SY 2012-13 in an amount computed based on payment of both the instructional period overload amount (i.e., one fifth of the per student overload for each student in excess of 28 in the instructional period) and the aggregate student overload based on total per day students in excess of 140. This settlement was made without prejudice to the pending arbitrator's decision and without prejudice to the District's or the Association's stated position in regards to application of the Section 3.12 provisions.

In preparation for the arbitration, the WAE and WSD agreed to the following statement of the issue to be placed before the arbitrator:

"Did the District violate Section 3.12, Class Size, when it applied Section 3.12 (6) as providing a single, combined instructional period and aggregate caseload payment of $4.00 per student when a teacher's class size exceeds both (1) twenty eight (28) students within an instructional period and (2) concurrently exceeds one hundred and forty (140) aggregate students in the instructional day."

In accepting this agreement the parties further agreed that the issue of interpretation of Section 3.12 was the the sole issue placed before the arbitrator.

Agreed to this 5th day of August, 2013.

[Signatures]

Frank Zahn for the Association

Dawn Tarzian for the District
Memorandum of Understanding

Between the Washougal School District and the Washougal Association of Educators

This Memorandum of Understanding (MOU) replaces Sections 3.6 and 3.7 of the Collective Bargaining Agreement between the Washougal School District and the Washougal Association of Educators for the 2013-14 school year only and does not set a precedent. Stipends as described below will be paid in the form of supplementary contracts.

The parties agree that during the 2013-14 school year, employees who agree to act as a mentor to one (or more) beginning (first or second-year teacher(s)) will receive a stipend of $1,400 for meeting the following expectations:

1. Attending Mentor Academy (new mentors)
2. Attending three of the five scheduled Mentor Roundtables. (November, January, February, March, April)
3. Meeting with mentee(s) two hours per week. Suggestions for meeting the two-hour requirement include the following:
   a. Mentor and mentee(s) attending staff meetings
   b. Mentor and mentee(s) attending PLC meetings
   c. Mentor and mentee(s) attending the same professional development
   d. Mentor and mentee(s) conversations during lunch, planning time, etc.
   e. Mentor and mentee(s) meeting together for planning
4. Completing a log of mentor/mentee(s) activities
5. Note: Mentors may claim mileage on travel to the Mentor Academy and Mentor Roundtables. Expense claims should be submitted to David Tudor.

Further, the parties agree that employees who mentor two beginning teachers will be paid a stipend in the amount of $2,200.

Finally, the parties agree that beginning teachers in their first or second year (mentees) will receive a stipend of $400 for participation in the program.

Expectations for mentees include the following:

1. Attending Monthly District Professional Development Meetings (September – June)
2. Meeting with mentor two hours per week.
3. Assisting in the completion of the mentor/mentee activity log.

Agreed to this 11th day of April, 2014

On behalf of the Association

[Signature]

On behalf of the District

[Signature]
Memorandum of Understanding  
between  
Washougal Association of Educators and Washougal School District

A. Term of Agreement:

The following is agreed to for school years 2013-2015, regarding implementation of the Professional Growth and Evaluation Systems (PGES) formerly referred to as TPEP. This Memorandum carries the full weight and force of the collective bargaining agreement for the duration of the agreement unless changed through the bargaining process or in response to legislation.

The Association and the District and will comply with all provisions of WAC Title 392-191 and 392-191A, RCW 28A.405, ESD 112 Regional Implementation Grant II, and associated Washougal School District policies and regulations. Those provisions are not repeated herein.

B. Instructional Framework:

Based on the recommendation of the TPEP Framework Leadership Team, the CEL 5 Dimensions of Learning ("5D") was selected and Board approved as the instructional framework.

C. Advisory Group:

The members of the Regional Implementation Grant (RIG) II TPEP Leadership Team will review the implementation of the new evaluation system and provide input to the district regarding implementation of the classroom teacher evaluation systems. This group consists of teachers, principals, association leadership, and central office administrators. The advisory group will identify strategies for supporting the implementation, including the use of time, workload and necessary training.

D. Classroom Teachers:

Certified employees other than classroom teachers as defined in statute or state policy and who are not involved in academically-focused instruction will continue to be evaluated under the system set forth in the current collective bargaining agreement. This will include library/media specialists, instructional coaches, coordinators, counselors, social workers, speech language pathologists, and school psychologists. The Association and the District will jointly review adaptation of the 5D Framework to the above exempt positions after two years of experience with PGES unless an earlier date is agreed upon.
E. Transition/Implementation Plan:

The Association and District agree to transition all teachers to the new teacher evaluation system according to the following schedule as agreed to by negotiation.

<table>
<thead>
<tr>
<th>Classroom Teachers</th>
<th>2013-14</th>
<th>2014-15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provisional</td>
<td>Comprehensive</td>
<td></td>
</tr>
<tr>
<td>Probationary</td>
<td>Comprehensive</td>
<td></td>
</tr>
<tr>
<td>Non-Provisional or Non-Probationary (4 years of satisfactory evaluations)</td>
<td>Choice of old or new system, 2013-15</td>
<td></td>
</tr>
</tbody>
</table>

Continuing contract teachers will be evaluated in each of the two years based on a schedule collaboratively developed in the building as part of the work of the implementation team.

F. Forms and Tools:
As set forth in the RIG II, the eVAL web-based technology tool will be used for the self-assessment and growth goals. Additionally, evaluators will use eVAL to document assigned criterion scores and prepare the final summative evaluation report to be shared with teachers.

The CEL Possible Teacher Observables and Possible Student Observables is available to assist teachers and evaluators in the collection of artifacts and observation evidence. The evidence collection is a sampling of data to inform the decision about level of performance. Evidence/artifacts should be gathered from the normal course of employment. The teacher and evaluator will have ongoing collaboration regarding the evidence collected.
G. Self Assessment, Professional Growth, Student Growth Goals, and Artifacts:

Classroom teachers will use the eVAL to complete a self-assessment in the fall, establish a professional growth goal or goals based on the instructional framework, and create student growth data as required by statute. Teachers will make the items viewable to their evaluator prior to pre-observation conference.

Teachers should upload artifacts to be used as evidence of level of performance. The district recognizes that some artifacts may need to be submitted in an alternate format. Both the teacher and the evaluator shall contribute evidence to the overall assessment of professional performance.

H. Observation/Inquiry Cycle:

Teachers on the comprehensive evaluation will participate in two observation/inquiry cycles. The process will include a self-assessment/goal setting conference in the fall, two observation cycles including a pre-observation conference, an observation, and a post-observation conference. The nature of the observation/inquiry cycles is formative. During the post-observation conference teachers are encouraged to share artifacts.

During the post-observation conference, the evaluator and teacher shall examine the observation report and artifacts in relation to the current level of practice. The evaluator will assign indicator scores and overall criterion scores based on the analysis of the evidence.

Teachers participating in a focused evaluation will be observed as specified in WAC 392-191 and 392-191A. Regardless of the criterion selected, the process is the same as for a comprehensive evaluation. The teacher will select one of the eight criterion and associated student growth measures. The selected criterion must be approved by the evaluator, per WAC 392-191A-120 (2).

Teachers will be observed at least twice each school year and for a total of no less than sixty minutes during each school year. Observations may be through classroom or work site visits as specified in WAC.

Teachers will receive rubric scores for the student growth rubric rows. Student growth data will be determined collaboratively by the classroom teacher and the evaluator. Student growth data occurs between two points in time. While there is no student growth impact rating that is calculated for the final summative score, a rating of "1" on any student growth rubric row triggers a student growth inquiry.
I. Summative Evaluation Report:

The Summative Evaluation report is a formal and official summary evaluation based on a series of documented observations and other performance data generated through the normal supervisory process. This report should reflect the previous discussions recorded on the appropriate forms. It is signed by both the employee and the evaluator. A copy will be provided to the employee. A signature does not denote concurrence. Each Summative Evaluation Report shall be forwarded to the Human Resources Department for filing in the employee’s personnel file. The employee will have the right to include a rebuttal statement for the record. Such supplementary statements will be submitted to the Human Resources Department within twenty (20) working days of the final evaluation conference, with a copy to be transmitted to the evaluator.

J. Criterion Scoring:

The District and Association both hold a strong belief in the “shared responsibility” for evidence gathering and analysis. Criterion scoring will be based on analysis of evidence. Scoring will not be based upon an average of scores, scoring band, or mathematical formula during the implementation window.

Evaluators will receive professional development related to scoring and work within their professional learning communities to develop consistency in scoring. During the implementation window the advisory group will continue to study best practices for criterion scoring.
K. Compensation:

The intent of the new professional growth model is for teachers to reflect upon and, if necessary, adapt their practice of teaching relative to the new criteria. The requirements of the new model, to include student growth and portfolio materials, are intended to become natural byproducts of the teacher's practice.

The District and the Association acknowledge that the transition to this new model requires an investment of time and effort by teachers and administrators.

The District commits to allocating $450.00 for TPEP/PGES implementation for each teacher that elects to participate for the 2014-15 school year. Participating teachers will receive one-half of the payment in the November 2014 paycheck and one-half in the June 2015 paycheck. Administrators will engage the site-based leadership process in monitoring progress on evaluation implementation.

With the implementation of TPEP/PGES in the fall of 2013-14 by the Washougal School District, all teachers participated in the initial implementation of TPEP/PGES. Therefore, all teachers will receive a one-time payment of $225.00. Teachers who continued to participate in TPEP/PGES throughout 2013-14 will receive an additional $225.00 payment.

Large group instruction has already been provided to current teachers and a similar orientation will be made to new teachers. This specific funding is intended to compensate teachers to come together in professional learning teams, and/or small groups to further explore implementation of the model and to identify and share methods and practices for identifying student growth and portfolio materials.

The District will pursue clock hour credit for this learning initiative.

The District and Association will agree, through the Labor/Management meeting process, on a template for the goal-setting process. The District will provide examples.

The District and Association will view the “Responsibilities” document as dynamic that can continue to grow and evolve.

The District will conduct training for administrators to assure consistency in expectations across the buildings.

For the Association

For the District

June 6, 2014

Date

06-06-2014

Date
APPENDIX J
REQUEST FOR CONTRACT WAIVER

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Waiver requests will be reviewed by the Washougal Association of Educators Executive Board and the Superintendent or designee. Only if approved by both the WAE and the Superintendent or designee will the waiver be in effect.

TO BE COMPLETED BY LIT, SIGNED AS INDICATED, AND FORWARDED TO THE DISTRICT AND THE ASSOCIATION ALONG WITH DOCUMENTATION OF 80% SUPPORT:

Building ____________________________

Language to be Waived Sec. 3.10 Teachers will submit grades and prepare report cards within 3 work days of the TRU/semester.

Modification Requested ____________________________

Reason for Request Elementary, traditionally, sends report cards home on last day and files them in cum folders.

Duration Requested 2013-2014 school year

* also increase chance of parent getting report card, lower cost to school dist, secretary does not have to file 400 report cards.

Signatures including administrator and members of LIT:

Laura Belt

Christie Ax

Sue Conway

Chas Thompson

WAE co-president

Superintendent or designee

Phelicia Weam

Kathy Evans

WAE co-president

Date 6-16-2014
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Building

Language to be Waived

SECTION 3.10 GRADABLES DUE. Teacher will submit grades and prepare report cards within three (3) workdays of the tri/se/semester completion.

Modification Requested

Teachers at the elementary buildings will submit grades and prepare report cards prior to the end of the tri/se/semester. Report cards will go home with students.

Reason for Request

Save the cost of mailing report cards and help increase percentage of parents receiving their child’s report card

Duration Requested

2013-2014 School Year

Signatures—including administrator and members of Learning Improvement Team:

Andy Cook
Misty Dodge
Michael Mader
Kari Williamson
Mary Smith
Dr. J. WAE President
Superintendent or designee

Date:

[Signatures]