

Classroom Teacher Evaluation and Implementation of the CEL 5D+ Evaluation Rubric

This evaluation system only applies to classroom teachers, specifically those staff with an assigned group of students who provide academically focused instruction and grades for students.

The term “classroom teacher” includes general education, special education, and ELL teachers.

All applicable staff will be evaluated under the new evaluation system either through the **comprehensive** evaluation process or the **focused** evaluation process beginning in 2013-2014, with full implementation by 2015-16. For the 2013-2014 phase-in the following staff will be evaluated using the comprehensive process:

- All provisional employees as defined by the state;
- All current employees who were on plans of improvement or probation during the previous school year;
- Instructional employees new to the Kent School District;
- Other employees as defined in the Implementation plan (Teacher Leaders)

ESAs, Nurses, Counselors, Media Specialists/Librarians, TOSAs, Instructional Coaches, Mentors, E-Learning Instructors, Curriculum Specialists, and other bargaining unit members who do not work with regularly recurring and specifically defined groups of students will be evaluated using the current Professional Growth & Assessment Protocols outlined in Section 8 of the agreement.

SECTION 3 — DEFINITIONS

Criteria shall mean one of the eight (8) state defined categories to be scored.

Component shall mean the sub-section of each criterion.

Artifacts shall mean any products generated, developed, or used by a classroom teacher during the course of instruction. Artifacts should arise naturally from classroom instruction or practices and should not be created specifically for the evaluation system or at the direction of the evaluator. Additionally, tools or forms used in the evaluation process may be considered as artifacts.

Evidence shall mean examples or observable practices of the teacher’s ability and skill in relation to the instructional framework rubric. It should be gathered from the normal course of the essential functions of the job and evaluation criteria. Evidence collection is not intended to be a professional portfolio but rather is a sampling of observed practices and/or data to inform the decision about level of performance. Input from students, parents, or anonymous sources may not be used as evidence. **No use of hearsay shall be injected into the documentation pertaining to evaluation. The evaluator shall not solicit or use student, parent, employee and/or community member input for evaluative purposes.**

Student Growth Data shall mean the change in student growth between two points in time within the current school year. Assessments used to demonstrate growth must predominately originate at the classroom level and be initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.

Not Satisfactory shall mean:

Level 1: Unsatisfactory – Receiving a summative score of 1 is not considered satisfactory performance for all employees.

Level 2: Basic – If the classroom teacher is on a continuing contract with more than five years of teaching experience and if a summative score of 2 has been received two years in a row or two years within a consecutive three-year period, the teacher is not considered performing at a satisfactory level.

SECTION 4 —INSTRUCTIONAL FRAMEWORK

The parties have agreed to the adopted evidence-based instructional framework developed by University of Washington Center for Educational Leadership (CEL 5D) and approved by OSPI.

SECTION 5—STATE CRITERIA AND SCORING

A. The state evaluation criteria are:

1. Centering instruction on high expectations for student achievement,
2. Demonstrating effective teaching practices,
3. Recognizing individual student learning needs and developing strategies to address those needs,
4. Providing clear and intentional focus on subject matter content and curriculum,
5. Fostering and managing a safe, positive learning environment,
6. Using multiple data elements to modify instruction and improve student learning,
7. Communicating and collaborating with parents and the school community, and
8. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

B. **Criterion Performance Scoring.** See attached.

C. Summative Performance Rating for Comprehensive Evaluation

A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. The overall summative score is determined by totaling the eight (8) criterion-level scores as follows:

1 = 8-14	Unsatisfactory
2 = 15-21	Basic
3 = 22-28	Proficient
4 = 29-32	Distinguished

D. Summative Performance Rating for Focused Evaluation

A classroom teacher shall receive a summative performance rating for one (1) of the eight (8) State evaluation criteria. If the teacher chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in either criterion 3, 6, or 8. The overall summative score is determined by the final component to criteria score on the criteria selected.

1 = Unsatisfactory
2 = Basic
3 = Proficient
4 = Distinguished

E. **Student Growth Criterion Score**

Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:

- a. 5-12—Low
- b. 13-17—Average
- c. 18-20—High

1. A student growth score of “Low” in any of the rubric rows will result in an overall low student growth impact rating.
2. Student growth data will be taken from multiple sources, and must be appropriate and relevant to the teacher’s assignment. It will include teacher initiated formal and informal assessments of student progress. **Student data that is not designed to show growth between two points in time in the current school year shall not be used to calculate a teacher’s student growth criterion score.**
4. If an employee receives a Distinguished (4) summative score and a Low student growth score, he/she will automatically be moved to the Proficient (3) level for the final summative score.
5. If an employee receives an Unsatisfactory (1) on any of the five student growth components, a Low overall student growth score must be given. This will trigger the Student Growth Inquiry Plan.

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SECTION 6 -- PROCEDURAL COMPONENTS OF EVALUATION

A. Notification

The teacher will be notified within ten (10) days from the beginning of the school year whether the employee will be evaluated using the comprehensive or focused evaluation process and who will be assigned as the evaluator.

B. Student Growth Goal Setting:

The teacher will select one student growth goal in collaboration with the evaluator for Components SG-3.1 and SG-6.1, SG-8.1. Goals will be documented on a Student Growth Goal The goal for SG-6.1 and SG-8.1 may be interrelated. Student data that measures growth between two points in time within the current school year shall be used to calculate a teacher’s student growth score.

D. Evidence and Artifacts:

A teacher may, but shall not be required to submit artifacts and evidence for completion of the evaluation. Both the teacher and the evaluator will collect and share evidence necessary to complete the evaluation. All evidence, measures, artifacts and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.

E. **Unscheduled Observations**

1. An unscheduled observation is observation that is not required to be pre-scheduled, but **must be a minimum of 15 minutes in length if used for evaluative purposes.**
2. Observations do not have to be in the classroom. Department or collegial meetings may be used for unscheduled observations.
3. Unscheduled observations must be documented in writing. A copy of the documented observation will be provided to the teacher within five (5) days of the observation. Following an unscheduled observation a teacher may request a post-observation conference.

F. **Walkthrough observations may not be used for evaluative purposes.** Teachers will receive a copy of the walkthrough document via email.

G. A second year Provisional teacher who receives a summative rating of Proficient (3) may be granted continuing contract status for the subsequent school year. A Provisional teacher who receives a summative rating of Distinguished (4) shall be granted continuing contract status for the subsequent school year.

I. **Electronic Monitoring**

All observations shall be conducted openly. Audio or video devices shall not be used to record any class or collaborative meeting for the purpose of evaluation.

Section 7--PROFESSIONAL DEVELOPMENT

Prior to being evaluated under this article, the District shall provide professional development relevant to the framework and evaluation process. Each teacher shall receive adequate professional development to develop understanding of the framework and the evaluation process. Professional Development and/or Professional Learning Communities that occur **outside of the scheduled workday shall be paid at the individual teacher's per diem.**

No teacher shall be evaluated by a principal/administrator who has not been trained in observation, evaluation, and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements.

SECTION 8—COMPREHENSIVE EVALUATION

The Comprehensive Evaluation is a growth-oriented, employee/evaluator collaborative process that requires employees to be evaluated on the eight state criteria. A teacher eligible for focused evaluations must complete a comprehensive evaluation once every four years.

A. **Pre-Observation Conference:**

The pre-observation conference shall be held prior to each formal observation to discuss the employee's goals, establish a date and time for the formal observation, and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.

B. **Scheduled Observations:**

1. The first of at least two (2) scheduled observations for each employee shall be conducted within by November 15th. The second scheduled observation will occur by February 15th. The employee may request additional observations.

TPEP SUMMARY DOCUMENT (NOT ACTUAL CONTRACT LANGUAGE)

2. The total annual observation time cannot be less than sixty (60) minutes. An employee in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall not be less than ninety minutes. Any scheduled observation shall not be less than 30 minutes in length and will occur no later than five (5) school days after the pre-observation conference. The evaluator will document all formal observations using the negotiated form and provide copies to the employee within five (5) school days. Additional scheduled or unscheduled observations shall occur prior to April 1st.

C. Post-Observation Conference

1. The post-observation conference between the evaluator and teacher will be held no later than five (5) school days after the formal observation. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance.
2. If there are areas of concern, the evaluator will identify specific concerns for the applicable criteria in writing and provide possible solutions to remedy the concern.
3. After the second post-observation conference and before May 1st, if the teacher believes that procedures outlined in this section were not followed, and/or the indicators were not objectively scored, they will be granted the following additional opportunities:
 - a. An additional formal observation conducted by a mutually agreed upon evaluator.
 - b. A mutually agreed upon evaluator, preferably from within the Kent School District, will review the evidence/artifacts gathered during the school year. Final Summative Evaluation Conference

D. Final Summative Evaluation Score and Conference

1. No later than May 15th the evaluator and teacher will meet to discuss the teacher's final summative score. The final summative score, including the student growth score, will be determined by an analysis of evidence/artifacts collected by the evaluator and the teacher. The teacher has the right to provide additional evidence if needed for each criterion to be scored.
2. **Component to Criterion Scoring:** The rating rubric for each criterion on the final Comprehensive Evaluation report will be Unsatisfactory (1), Basic (2), Proficient (3), Distinguished (4). A final summative rating shall be given by the evaluator, based on totaling the eight (8) criterion level scores as follows:
- 3.

Unsatisfactory	Basic	Proficient	Distinguished
8-14	15-21	22-28	29-32

4. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted. The employee may attach additional comments or a rebuttal to observation and Final Summative Evaluation reports.

SECTION 9—FOCUSED EVALUATION

The Focused Evaluation is used when a teacher is not evaluated using the Comprehensive Evaluation process, and will include evaluation of one of the eight state criteria.

If a non-provisional teacher has scored at Proficient or higher the previous year, they will be evaluated using the Focused Evaluation. The teacher may remain on the Focused Evaluation for three (3) years before returning to the Comprehensive Evaluation. If the criterion selected for a focused evaluation has been determined to be non-observable, a classroom-based observation will not be required. A group of teachers may focus on the same evaluation criterion and share professional growth activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal.

Focused Evaluation Procedure:

Pursuant to WAC 392-191A-120, the conduct of the focused evaluation of classroom teachers must include the following:

- A. One of the eight criteria for certificated classroom teachers must be assessed in every year that a comprehensive evaluation is not required. One criterion will be selected by the employee in collaboration with the evaluator in which to focus goals setting, and may be selected from a previous comprehensive summative evaluation.
- B. The evaluation must include an assessment of the criterion using the instructional framework rubrics and the state approved student growth rubrics. More than one measure of student growth data will be used in scoring the student growth rubrics. The focused evaluation will include the student growth rubrics of the selected criterion. If criterion 3, 6 or 8 is selected, employees will use the embedded student growth rubrics. If criterion 1, 2, 4, 5, or 7 is selected, employees will choose criterion 3 or 6 to demonstrate student growth.

SECTION 10—SUPPORT FOR EMPLOYEES

When a teacher is judged below Proficient (3), additional support will be provided to the employee that may include but is not limited to:

1. Release time to work with other employees or instructional coaches
2. Additional planning time outside of the work day paid at per diem
3. Accessing an instructional coach during the scheduled work day
4. Up to four days of sub-release time to observe a colleagues' instruction
5. Other supports as mutually agreed upon by the employee and the evaluator.

For purposes of professional growth and coaching, audio and/or video recording may occur upon request by the employee; it is understood that such recording will not be used as part of the evaluation process.

Section 11—Plan of Improvement

When a teacher with more than five (5) years of experience receives a summative evaluation score below Proficient, the teacher must be formally observed before October 15th the following year. If the 1st Formal Observation in that following year results in ongoing and specific performance concerns, a Plan of Improvement will be implemented and will include specific achievable goals that are measurable

and time bound. Said plan will be developed by the evaluator and human resources in conjunction with the employee and the Association.

SECTION 12—SUPPORT FOR PROVISIONAL EMPLOYEES

Before non-renewing a provisional teacher, the evaluator shall have made a good faith effort beyond the minimum requirements of the evaluation process to assist the teacher in making satisfactory progress toward remediating deficiencies. The efforts shall include:

- A. A completed comprehensive evaluation conducted in accordance with Section 8 above;
- B. A specific and reasonable plan designed to assist the teacher in making satisfactory progress in improving his/her performance, including benchmarks defining desired performance and indication of achievement.
- C. A description of the assistance and services the District will provide to the teacher to improve his/her performance;
- D. Periodic reports from the evaluator on the teacher's progress toward remediating deficiencies;
- E. Written notice regarding performance concerns to the Association and teacher prior to March 1, or thirty (30) calendar days after the teacher begins work, whichever is later.

SECTION 12 – PROBATION

A classroom teacher whose work is judged Unsatisfactory (1) based on the summative Comprehensive scoring criteria may be placed on probation by the superintendent after October 15th, but no later than a minimum of 60 days prior to May 1 of any school year.

A continuing contract teacher with more than five (5) years of teaching experience whose comprehensive summative evaluation score is Basic(2) for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period shall also be placed on probation.

Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments.

Probationary Process:

- A. In the event that an evaluator determines that the performance of a teacher under his/her supervision merits probation, the evaluator shall report in writing to the Superintendent, employee, and Association.
- B. If the Superintendent concurs with the administrator's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the teacher in a probationary status for a period of not less than sixty (60) school days, any time after October 15. The probationary period may be extended into the following school year if the employee has more than five (5) years of teaching experience and the final summative rating as of May 15th is Unsatisfactory (1).

A probationary plan will be developed and will include the specific evaluative criteria, which must be met, the measures and benchmarks, which will be used to determine the teacher's success or failure. The plan will include a system for periodic feedback during the term of probation, supports provided and funded by the district, and the dates those supports will be put in place. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in his/her area(s) of deficiency.

C. Evaluation During the Probationary Period

During the probationary period the evaluator shall meet with the probationary teacher at least twice a month to supervise and make a written evaluation of the progress, if any, made by the teacher. The probationary teacher may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation. **The probationary teacher may request that a second certificated evaluator become part of the probationary process and the request must be granted. This evaluator will be jointly selected by the district and the Association.**

H. A teacher who is on a plan of probation must be removed from probation if he/she has demonstrated improvement in the areas prescribed as deficient. The teacher must be removed if a teacher with five (5) or fewer years of experience scores at Basic (2) or above and a teacher of more than five (5) years scores at Proficient (3) or above.

I. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause. A teacher who fails to successfully complete the probation process, as outlined above, may have their probationary period extended or may be recommended for non-renewal.

SECTION 13 – NON-RENEWAL (DISCHARGE)

When a continuing contract teacher with five (5) or more years of experience receives a comprehensive summative evaluation rating of 1 – Unsatisfactory for two (2) consecutive years, the District shall, within ten (10) days of the completion of the Final Evaluation Conference or May 15th, whichever occurs first, implement the teacher notification of non-renewal (discharge) as provided in RCW.28A.405.300.

The teacher who is, at any time, issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Article shall have ten (10) days following receipt of said notice to file a notice of appeal as provided by statute and retains all rights and timelines as provided by this Agreement.