



**Kelso School District
and
Kelso Education Association**

**2015-2017
Teacher Evaluation Process
(TPEP)**

July 1, 2015 – June 30, 2017

DURATION

This agreement shall be in effective as of July 1, 2015 and shall continue in effect until the 30th day of June, 2017. Negotiations between the parties on a successor agreement shall begin at least sixty (60) days prior to the contract expiration date of June 30, 2017.

This agreement shall expire at the date unless it is extended for a specific period or periods by a mutual agreement by the parties.

KELSO SCHOOL DISTRICT NO. 458

KELSO EDUCATION ASSOCIATION



Superintendent



President



Date



Date

**Kelso School District
and
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**Kelso School District
and
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SECTION 1 – INTRODUCTION AND INSTRUCTIONAL FRAMEWORK

The Kelso School District, Kelso Education Association, and the Association of Kelso School Principals set out to develop a comprehensive, fair and equitable evaluation system designed to increase teacher and principal growth and increase student academic growth in our schools and classrooms. While the Kelso School District TPEP model adheres to policy and regulations for teacher and principal evaluation, the Kelso model is a systems approach to student and staff growth.

The Kelso Education Association and the Superintendent of the Kelso School District have agreed on the University of Washington 5-Dimensions of Teaching and Learning instructional framework, approved by OSPI, which supports this evaluation system. It is research-based and aligned to the 8 state criteria; rubrics have been established for each of the four summative performance ratings for each of the 8 evaluation criteria and are posted to the district website.

The Kelso School District and the Kelso Education Association established evaluative criteria in accordance with Sec. 1. RCW 28A.405.100 with the understanding that guidelines and forms need to be revised as OSPI develops rules and regulations.

The primary purpose for the evaluation procedures set forth, shall be to improve the educational program by improving instructional performance. The evaluation system is to be implemented in a manner consistent with good faith and mutual respect and as defined in current legislation:

- An evaluation system that is meaningful, helpful, and objective.
- An evaluation system that encourages improvements in teaching skills, techniques, and abilities by identifying areas needing improvement and provides support for professional growth.
- An evaluation system that encourages respect in the evaluation process by the persons conducting the evaluations, and the persons subject to the evaluations, through recognizing the importance of objective standards and minimizing subjectivity.

Within each school, the principal shall be responsible for the evaluation of teachers assigned to that school. However, a teacher assigned to more than one school shall be evaluated by the administrator assigned to that task provided such teacher is notified by October 1st.

Either the Superintendent or school principals may designate other administrators to perform evaluations. In circumstances agreed upon by both parties, administrators outside the school may be assigned.

Should the minimum criteria for the evaluation of the professional performance capabilities and development of certificated classroom teachers be amended, in the year that the amendment(s) occur, the affected sections in this article will be reviewed and revised to the mutual agreement of both the administration and the association.

At the conclusion of each bargained agreement, both the district and the association have the right to request a review of the instructional framework. If a review is requested, a committee comprised of at least two District appointed members and at least two Association appointed members will be tasked with reviewing the effectiveness of the instructional framework. The committee will take into consideration how other frameworks are being used in other districts and the committee will make a recommendation to the full bargaining teams by the end of the school year.

SECTION 2 – DEFINITIONS

Artifacts: Shall mean any products generated, developed or used by a certificated teacher relevant to their instruction. Artifacts should not be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process shall be considered as artifacts.

Certificated Classroom Teacher (Teacher Evaluation Process ONLY): Shall mean any certificated staff member who spends more than fifty (50) percent of his or her school day providing academically-focused instruction and grades for students, whose duties are consistent with the state criteria for teachers and the district's framework and rubrics and holds one or more of the certificates pursuant to WAC 181-79A-140 (1) through (3) and (6) (a) through (e) and (g)

* Staff listed below will be evaluated through a modified or alternative evaluation system appropriate to their assignment and agreed to by Kelso School District and Kelso Education Association:

- Instructional Coaches/Teacher on Special Assignment (TOSA)
- Instructional Tech Coordinator
- Library Media Specialists (Secondary)
- Split Assignments mutually agreed upon by district and union (i.e. ½ classroom and ½ Dean of Students)
- Digital Learning

Certificated Support Personnel: Shall mean a certificated employee who provides services to students and holds one or more of the educational staff associate certificates pursuant to WAC 181-79A-140(5). For information regarding the evaluation process of Certificated Support Personnel, refer to the Certificated Support Personnel Evaluation Process.

Continuing Contract: Shall mean certificated staff member who has fulfilled provisional status and is annually awarded a contract.

Employees: Shall mean certificated classroom teachers and certificated support personnel employed by the district.

Evaluation: Shall mean the ongoing process of identifying, gathering, and using information to improve professional performance.

Evaluation Criteria: Shall mean one of the eight (8) state defined categories to be rated (as noted in Section 4 below).

Evaluator: Shall mean a certificated administrator who has 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. All evaluators shall demonstrate competence in observing teachers with inter-rater agreement. The evaluator shall assist the teacher by providing support and resources.

Evidence: 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 a sampling of observed practices and/or data to inform the decision about the performance rating. Input from students, parent, 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. Evidence collection is a sampling of data to inform decisions about the performance, should be gathered from the normal course of employment, and is not intended to mirror a rating or National Boards portfolio.

Four-Level Rating System: Shall mean the continuum of performance that indicates the extent to which the criteria have been met or exceeded.

Indicator: Shall mean the sub-section of each of the eight criterion aligned to the instructional framework.

Instructional Framework: Shall mean one of the approved instructional frameworks adopted by the superintendent of public instruction to support the four-level rating system pursuant to RCW 28A.405.100.

Key Evaluation Documents: See <http://tpep-wa.org/the-model/framework-and-rubrics/instructional-frameworks/uwcel-5d/>

Not Satisfactory: A classroom teacher's performance is not judged satisfactory if:

- Summative rating of 1: Unsatisfactory – Receiving a summative rating of 1 (Unsatisfactory) is not considered satisfactory performance for any teacher. (Provisional Contract reference section 12; Continuing Contract as explained in the definitions section.)
- Summative rating of 2: Basic – If the classroom teacher is on a continuing contract with more than five years of teaching experience and if a summative rating of 2 (Basic) has been received two years in a row or two years within a consecutive three-year period, the teacher is considered performing below proficient rating. (Refer to Section 10, "Probation")

Notice of Action Plan (Probation): The plan will address specific areas of deficiencies aligned to the eight state criteria and must be completed within 60 school days. Refer to section 7.

Observe or Observation: Shall mean the gathering of evidence made through classroom or criterion related activity for the purpose of examining evidence over time against the instructional rubrics pursuant to this section.

Professional Support Plan: Shall spell out courses of action whereby the employee shall be assisted, counseled, and tutored to improve performance. Such prescription shall include a system for periodic feedback during the professional support plan provided and funded by the District, and the dates those supports will be in place.

Rubrics, Rubric Row: Or Indicator shall mean the descriptions of practice used to capture evidence and data and classify teaching and student growth using the evaluation criteria and the four-level rating system.

School Day: As it applies only to the evaluation of teachers, shall mean any day in which the majority of students are engaged in academically-focused learning activities.

Scoring Band: Shall mean the adopted range of raw scores of the 37 indicators used to determine the final summative rating for a certificated classroom teacher or principal. (Section 7a Process)

Student Growth: Shall mean the change in student achievement between two points in time. (Section 7B Student Growth)

Student Growth Data: Shall mean the change in student achievement between two points in time within the current school year, as determined by the teacher in collaboration with the evaluator. Assessments used to demonstrate growth must predominately originate in the classroom, be initiated by the classroom teacher, and agreed in collaboration with the evaluator. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.

Summative Performance Ratings: Shall mean the four performance levels applied using the four-level rating system: Level 1 – Unsatisfactory; Level 2 – Basic; Level 3 – Proficient; Level 4 – Distinguished.

SECTION 3 – 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 professional development in order to understand the framework and the evaluation process. Such professional development shall be provided as follows:

- A.** Each new employee shall receive, during their new employee orientation, a copy of the evaluation criteria, procedures, and any relevant forms or information appropriate to the teacher's position and track in the evaluation cycle. In addition, each new employee can expect professional development (prior to being evaluated) that fosters an understanding of the evaluation process.
- B.** The parties shall meet to discuss an evaluation-related professional development plan which takes into account compensation, timing, duration/quantity, content, control of time, etc.
- C.** All classroom teachers, both provisional and continuing, shall be expected to participate in District provided evaluation training that occurs during the contracted work day or at other dates and times, and at rates agreed to by the District and the Association. Such training shall be designed to provide the staff with the skills necessary to participate in the new evaluation system.

SECTION 4 – STATE CRITERIA

A. THE EIGHT CRITERIA OF THE EVALUATION SYSTEM INCLUDE:

- 1. Centering instruction 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 student data elements to modify instruction and improve student learning;
- 7. Communicating and collaborating with parents and the school community;
- 8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

B. GUIDING PRINCIPLES

The following guiding principles shall serve to inform district practice in determining criterion scores:

- 1. The primary goal of any system of teacher evaluation is to promote teacher and student learning.
- 2. A collaborative relationship between evaluator and evaluatee will be expected and is essential to the evaluation process.
- 3. Accurate teacher evaluation requires trained observers using a research-based instructional framework who make accurate assessments of practice based on evidence with inter – rater agreement.
- 4. The value of accurate assessments of practice is to shape the conversations that lead to improved practice.
- 5. Embedded in each instructional framework is a system for growth in teaching practice.
- 6. The summative scoring using the four level rating system of teaching practice plays a minor role in the growth of teaching practice, and the role of evaluation in promoting it.

7. Reliability and validity of the instructional framework relies on implementation of the full framework rather than individual components/indicators. While school administrators must adhere to the requirements to derive a criterion score, administrators who want to impact teacher and student learning should put most of their energy into those parts of the evaluation process that can yield real benefits for teachers and students: accurate assessment of practice on the instructional framework, and the use of that information to promote professional learning.
8. It is imperative to remain in the formative mindset until the final summative rating is determined.

C. OPERATING PRINCIPALS

1. Evidence and artifacts:
 - a. Both the teacher and the evaluator will contribute to evidence collection conversations necessary to complete the evaluation.
 - b. The teacher may provide additional evidence and artifacts to aid in the assessment of the teacher's professional performance against the instructional rubric, especially for those criteria not observed in the classroom.
 - c. The collection of evidence will be accomplished openly and whenever possible, jointly.
 - d. Up to five (5) work days after the final post observation conference, a teacher has the right to submit artifacts and evidence, however it is not required.
 - e. 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.
 - f. The evidence provided by the teacher will be incorporated on the negotiated form and it will be a factor in determining the final summative evaluation score.
2. Record keeping:
 - a. All relevant documents used in annual evaluations shall be stored electronically and referenced in the employee's personnel file at the end of the school year.
3. Electronic monitoring:
 - a. No mechanical or electronic device shall be utilized in any classroom or utilized on a temporary basis which would allow a person to be able to listen to or record the procedures in any class without the prior knowledge and permission of the employee(s) involved.

D. CRITERIA PERFORMANCE SCORING

1. The following four-level rating system will be used to evaluate certificated classroom teachers and describes performance along a continuum that indicates the extent to which the criteria have been met or exceeded. The performance level ratings are:
 - a. 1 - Unsatisfactory
 - b. 2 - Basic
 - c. 3 - Proficient
 - d. 4 - Distinguished
2. A classroom teacher on a comprehensive summative evaluation shall receive one of the four performance ratings for each of the eight criteria.
3. A classroom teacher on a focused evaluation shall receive one performance rating for one of the eight criteria.

SECTION 5 – COMPREHENSIVE SUMMATIVE EVALUATION

- A. The following staff shall receive a comprehensive summative evaluation:
1. All classroom teachers shall receive a comprehensive summative evaluation at least once every four (4) years.
 2. All classroom teachers who are provisional employees under RCW 28A.405.220
 3. Any classroom teacher who received a summative evaluation performance level rating of 1 (unsatisfactory) or 2 (basic) in the previous school year.

SECTION 6 – PROVISIONAL TEACHERS

- A. **“Provisional Teachers”** are those who are within their first three years of certificated employment with the District, except for those who have at least two years of certificated employment with another school district in the state of Washington. Those with such experience shall be provisional only during their first year of employment with the District.
- B. All Provisional Teachers are subject to non-renewal of employment contract pursuant to RCW.28.A.405.220.
1. Notwithstanding the provisions of RCW 28A.405.210, every person employed by a school district in a teaching or other nonsupervisory certificated position shall be subject to nonrenewal of employment contract as provided in this section during the first three years of employment by the district, unless:
 - a. The employee has previously completed at least two years of certificated employment in another school district in the state of Washington, in which case the employee shall be subject to nonrenewal of employment contract pursuant to this section during the first year of employment with the new district; or
 - b. The employee has received an evaluation performance level rating below 2 (basic) on the four performance level rating system established under RCW 28A.405.100 during the third year of employment, in which case the employee shall remain subject to the nonrenewal of the employment contract until the employee receives a performance level 2 (basic) rating; or
 - c. The school district superintendent will make a determination to remove an employee from provisional status if the employee has received one of the top two evaluation performance level ratings during the second year of employment by the district. Employees as defined in this section shall hereinafter be referred to as "provisional employees".
 2. In the event the superintendent of the school district determines that the employment contract of any provisional employee should not be renewed by the district for the next ensuing term such provisional employee shall be notified thereof in writing on or before May 15th preceding the commencement of such school term, or if the omnibus appropriations act has not passed the legislature by May 15th, then notification shall be no later than June 15th, which notification shall state the reason or reasons for such determination. Such notice shall be served upon the provisional employee personally, or by certified or registered mail, or by leaving a copy of the notice at the place of his or her usual abode with some person of suitable age and discretion then resident therein.
 3. Every such provisional employee so notified, at his or her request made in writing and filed with the superintendent of the district within ten days after receiving such notice, shall be given the opportunity to meet informally with the superintendent for the purpose of requesting the superintendent to reconsider his or her decision. Such meeting shall be held no later than ten days following the receipt of such request, and the provisional employee shall be given written notice of the date, time and place of meeting at least three days prior thereto. At such meeting the provisional employee shall be given the opportunity to refute any facts upon which the superintendent's determination was based and to make any argument in support of his or her request for

reconsideration. The determination of the superintendent shall be subject to the evaluation requirements of RCW 28A.405.100.

4. Within ten days following the meeting with the provisional employee, the superintendent shall either reinstate the provisional employee or shall submit to the school district board of directors for consideration at its next regular meeting a written report recommending that the employment contract of the provisional employee be non-renewed and stating the reason or reasons therefor.

A copy of such report shall be delivered to the provisional employee at least three days prior to the scheduled meeting of the board of directors. In taking action upon the recommendation of the superintendent, the board of directors shall consider any written communication which the provisional employee may file with the secretary of the board at any time prior to that meeting.

5. The board of directors shall notify the provisional employee in writing of its final decision within ten days following the meeting at which the superintendent's recommendation was considered. The decision of the board of directors to non-renew the contract of a provisional employee shall be final and not subject to appeal.
6. This section applies to any person employed by a school district in a teaching or other nonsupervisory certificated position after June 25, 1976. This section provides the exclusive means for non-renewing the employment contract of a provisional employee and no other provision of law shall be applicable thereto, including, without limitation, RCW 28A.405.210 and chapter RCW 28A.645.

- a. All Provisional Teachers in the third year of provisional status 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 (90) ninety minutes.
- b. All Provisional Teachers who are new to the profession and whose performance is determined to be performance level rating 3 (proficient) or performance level rating 4 (distinguished) by the end of their second year of employment in the District may be removed from provisional status by the Superintendent.
- c. The Principal shall make at least one (1) observation for a total observation time of thirty (30) minutes within the first ninety (90) calendar days of employment of all Provisional Teachers.
- d. Written notice to the Association and teacher will be provided.

SECTION 7 – PROCESS FOR COMPREHENSIVE SUMMATIVE EVALUATION

A. PROCESS

The comprehensive summative evaluation must assess all eight evaluation criteria and all criteria must contribute to the comprehensive summative evaluation performance level rating.

Summative Performance Level Rating: The rubric for each criterion on the final Comprehensive Evaluation report will be Unsatisfactory (1), Basic (2), Proficient (3), Distinguished (4). A final summative performance level rating will be given by the evaluator, based on the total sum of the overall level rating of the eight (8) state criteria:

SCORING BAND:

Preponderance of Evidence: Clear and convincing evidence

Unsatisfactory (1)	Basic (2)	Proficient (3)	Distinguished (4)
8 – 14	15 – 21	22 – 28	29 – 32

1. Evaluation steps:

a. Self-Assessment

- i. Each teacher shall reflect on his/her practice and complete the Teacher Self-Assessment.
- ii. This is a personal reflection of practice, and shall not be used in the summative comprehensive or focused end of year evaluation.
- iii. The self-assessment shall serve as a tool for the goal setting conferences.

b. Goal Setting

- i. Each teacher shall combine his/her self-assessment, student classroom data and establish cycle of inquiry project.
- ii. The cycle of inquiry project template shall be completed by the teacher prior to the goal setting conference.
- iii. During the goal setting conference, the evaluator and the teacher shall finalize and approve the cycle of inquiry project.

c. Pre-Observation

- i. Prior to the scheduled formal observations, the teacher shall meet with their evaluator.
- ii. The purpose of the pre-observation conference is to discuss matters such as the employee's student growth goals, the professional activities to be observed, content, objectives, and strategies of the lesson, the length of the observation, and possible observable evidence to meet the scoring criteria. The cycle of inquiry project will focus the discussion at the pre-observation conference.

d. Observation

- i. The evaluator shall conduct the observation within five (5) working days of the pre-observation conference.
- ii. The evaluator will enter artifacts/evidence from observations.

e. Post-Observation

- i. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria and the instructional framework rubric and to discuss opportunities for growth. The teacher or evaluator may provide additional evidence to aid in the assessment of the teacher's professional performance, including, but not limited to, evidence related to those criteria not observed in the classroom. Upon request, the evaluator's notes will be shared with the teacher prior to the post-observation conference (upon request). The evaluator shall provide the teacher with a copy of the final written observation report within five (5) school days after the observation as required with RCW 28A.405.100(3)(a).
- ii. The evaluator or teacher may initiate additional informal, unscheduled observations above and beyond these formal observations, with or without pre- and post-observation conferences. For any informal observation, when there is no post-observation conference, any concerns of the evaluator shall be communicated in writing to the employee within five (5) days. Either party may request a post-observation conference.

B. STUDENT GROWTH

1. Student growth data that is relevant to the teacher and subject matter must be a factor in the evaluation process and must be based on multiple measures that can include the following tools:
 - a. Classroom-based
 - b. School-based
 - c. District-based
 - d. State-based (within school year)
2. Student growth data elements may include:
 - a. The teacher's performance as a member of a grade-level team, subject matter, or other instructional team within a school when the use of this data is relevant and appropriate.
 - b. The teacher's performance as a member of the overall instructional team of a school when use of this data is relevant and appropriate.
3. Student Growth Impact Rating – Teachers: Upon completion of the summative criteria scoring process, the evaluator will combine only the student growth rubric scores that are embedded in the instructional framework. These five (5) components are SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. The raw score is the sum of these components, which determines the student growth impact rating as follows:

SCORING BAND:

Low	Average	High
5 – 12	13 – 17	18 – 20

C. STUDENT GROWTH INQUIRY – Pursuant to WAC 392-191A-100

Every classroom teacher will complete one (1) cycle of inquiry project during window 1 (approximately 7 weeks within the first trimester) or window 2 (approximately 7 weeks within the second trimester).

If a low student growth impact score is obtained during window 1 (approximately 7 weeks within the first trimester) or window 2 (approximately 7 weeks within the second trimester), an additional cycle of inquiry project will be completed during windows 2 (approximately 7 weeks within the second trimester) and/or window 3 (approximately 7 weeks within the third trimester).

At the conclusion of the summative evaluation conference where a low end of year student impact score has been documented, a beginning of the school year conference will be initiated by the evaluator to address one or more of the following:

1. Examine student growth data in conjunction with other evidence including observation, artifacts and other student and teacher information based on appropriate classroom, school, District and state-based tools and practices.
2. Examine extenuating circumstances which will include one or more of the following:
 - a. Goal setting process
 - b. Content and expectations
 - c. Student attendance
 - d. Extent to which standards, curriculum and assessment are aligned
3. Schedule monthly conferences focused on improving student growth to include one (1) or more of the following topics:
 - a. Student growth goal revisions
 - b. Refinement and progress
 - c. Best practices related to instruction areas in need of attention
 - d. Best practices related to student growth data collection and interpretation

4. Create and implement a professional development plan to address student growth areas.

D. FINAL COMPREHENSIVE SUMMATIVE EVALUATION CONFERENCE

1. If any provisional staff receives a final comprehensive summative score of Level 1 (unsatisfactory) or Level 2 (basic), the evaluator and teacher shall meet, no later than **May 15th**, to discuss the teacher's final comprehensive summative score. The evaluator must provide at least three (3) pieces of evidence for that judgment for each criterion scored Basic or Unsatisfactory. The final score, including the student growth score, must be determined by an analysis of evidence. (Next steps: refer to Section 9 for guidance.)
2. If any continuing staff receives a summative score of Level 1 (unsatisfactory) or Level 2 (basic), the evaluator and teacher shall meet no later than June 5 to discuss the teacher's final comprehensive summative score. The evaluator must provide at least three (3) pieces of evidence for that judgment for each criterion scored Basic or Unsatisfactory. The final score, including the student growth score, must be determined by an analysis of evidence. (Next Steps: Refer to Section 9 or 10 for guidance.)
3. The teacher will sign two (2) copies of the Final Summative Evaluation Report. The signature of the teacher does not necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report as well.

No evaluator, principal, or other supervisory personnel will evaluate a teacher without having received training in evaluation procedures; including observation and the use of the specific instructional framework and rubric contained in this agreement. All certificated classroom teachers will be evaluated by an evaluator who holds a valid certificate that indicates rater-reliability.

SECTION 8 – FOCUSED EVALUATION OPTION

In the years when a comprehensive summative evaluation is not required, classroom teachers who received a comprehensive summative evaluation performance level rating 3 (proficient) or above in the previous school year are only required to complete a focused evaluation.

A teacher may only stay on the Focused Evaluation Option for three (3) consecutive years before returning to the comprehensive evaluation. However, the teacher or evaluator may initiate a move from the Focused Evaluation Option back to the Comprehensive Summative Evaluation. If the evaluator is initiating the move it must be supported by three pieces of evidence.

Pursuant to WAC 392-191A-110, if the evaluation of the certificated classroom teacher includes an assessment of a criterion that requires observation the following shall apply:

1. School districts must observe all classroom teachers for the purposes of focused evaluation at least twice each school year in the performance of their assigned duties.
2. School districts must observe all employees who are subject to a focused evaluation for a period of no less than sixty minutes during each school year.

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

1. One of the eight criteria for certificated classroom teachers must be assessed in every year that a comprehensive evaluation is not required.
2. The criterion must be selected in collaboration between the teacher and evaluator; and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention.
3. The focused evaluation will include the student growth rubrics of the selected criterion. If criterion 3, 6 or 8 is selected, evaluators will use those student growth rubrics. If criterion 1, 2, 4, 5, or 7 is selected, evaluators will use criterion 3 or 6 student growth rubrics.

- a. The employee will be given a student growth impact rating based on the performance score received in the student growth rubrics of the selected criteria.
 - b. The District/School will offer professional learning time and guidance for all teachers to produce an approved "Cycle of Inquiry" that satisfies the student growth requirement, defined in State Criteria for the focused evaluations.
4. A summative performance level rating is determined through the scoring of the instructional and student growth rubrics for the criterion selected.

A. PROCESS

The focused evaluation must assess one (1) of the eight evaluation criteria:

1. Evaluation steps:

a. Self-Assessment

- i. Each teacher shall reflect on his/her practice and complete the Teacher Self-Assessment for only the selected focused evaluation area.
- ii. This is a personal reflection of practice, and shall not be used in the summative, comprehensive or focused end of year evaluation.
- iii. The self-assessment shall serve as a tool for the goal setting conferences.

b. Goal Setting

- i. Each teacher shall combine his/her self-assessment, student classroom data and establish a cycle of inquiry project.
- ii. The cycle of inquiry project template shall be completed by the teacher prior to the goal setting conference.
- iii. During the goal setting conference, the evaluator and the teacher shall finalize and approve the cycle of inquiry project.

c. Pre-Observation

- i. Prior to the scheduled formal observations, the teacher shall meet with their evaluator.
- ii. The purpose of the pre-observation conference is to discuss matters such as the employee's student growth goals, the professional activities to be observed, and content, objectives, and strategies of the lesson, the length of the observation, and possible observable evidence to meet the scoring criteria. The cycle of inquiry project will focus the discussion at the pre-observation conference.

d. Observation

- i. The evaluator shall conduct the observation within five (5) working days of the pre-observation conference.
- ii. The evaluator will enter artifacts/evidence from observations.

e. Post-Observation

- i. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria and the instructional framework rubric and to discuss opportunities for growth. The teacher or evaluator may provide additional evidence to aid in the assessment of the teacher's professional performance, including, but not limited to, evidence related to those criteria not

observed in the classroom. Upon request, the evaluator's notes will be shared with the teacher prior to the post-observation conference. The evaluator shall provide the teacher with a copy of the final written observation report within five (5) school days after the observation as required with RCW 28A.405.100(3)(a).

- ii. The evaluator or teacher may initiate additional informal, unscheduled observations above and beyond these formal observations, with or without pre- and post-observation conferences. For any informal observation, when there is no post-observation conference, any concerns of the evaluator shall be communicated in writing to the employee within five (5) days. Either party may request a post-observation conference.

SECTION 9 – PROFESSIONAL SUPPORT PLAN FOR BASIC AND UNSATISFACTORY

A Professional Support Plan will identify the specific evaluative areas needing growth based on criteria and indicators and the desired performance expectations. Additionally, the plan will provide for periodic performance feedback during that school year.

A Professional Support Plan shall offer support provided and funded by the district. Additional supports may be discussed and added by mutual agreement of the teacher and evaluator.

- A. The District will notify the association when any teacher may be judged below a three (3) after their final summative performance level rating.
- B. In such cases that a teacher with less than five (5) years (including provisional) is judged below 3-Proficient, a professional support plan will be provided by the Kelso School District and Kelso Education Association. The professional support plan developed by the evaluator in collaboration with the teacher may include, but is not limited to:
 1. A mentor, experienced with the level (e.g. elementary, secondary) of the teacher to work with the teacher for up to 20 hours during the duration of the professional support plan. Mentor will be compensated by submitting a miscellaneous timesheet.
 2. Up to three days of release time to observe and/or be observed by other teachers in the district.
 3. Relevant professional development courses and/or materials, upon request, up to \$500.
 4. Access to online training materials that support areas needing growth.
- C. A teacher with more than five (5) years or more of experience receives a summative evaluation performance level rating 1 (unsatisfactory) or 2 (basic), the teacher must be formally observed (minimum of 30 minutes) before October 15th the following year.

The purpose of the observation before October 15th is to gather additional information and define the criterion and indicators in the area of needing growth. The professional support plan shall be developed collaboratively between the evaluator and evaluatee.

The professional support plan will include specific areas of performance deficiencies identified from the instructional framework and a suggested specific and reasonable program for support and improvement may include but is not limited to:

1. A mentor experienced with the level (e.g. elementary, secondary) of the teacher to work with the teacher for up to 20 hours during the duration of the professional support plan.
2. Up to three days of release time to observe and/or be observed by other teachers in the district.
3. Relevant professional development courses and/or materials, upon request, up to \$500.
4. Access to online training materials that support areas needing growth.

SECTION 10 – PROBATION

At any time after October 15th, a classroom teacher whose work is judged not satisfactory based on the district scoring criteria for the completed comprehensive evaluation, shall be placed on probation and notified in writing of the specific areas of deficiencies along with a written reasonable program for improvement.

- A.** A classroom teacher's work is not judged satisfactory if the comprehensive summative evaluation performance level is:
1. Summative Performance Level Rating 1 (unsatisfactory); or
 2. Summative Performance Level Rating 2 (basic) if the classroom teacher is a continuing contract employee under RCW 28A.405.210 with more than five years of teaching experience and if the Comprehensive Summative performance rating is 2 (basic) comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year time period.
- B.** In the event that an evaluator determines on the basis of the evaluation criteria, that the performance of a teacher under his/her supervision merits probation, the evaluator shall report the same in writing to the Superintendent. The report shall include the following:
1. The evaluation report prepared pursuant to the provisions of *Section 6—Comprehensive evaluation* above and;
 2. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.
- C.** If the Superintendent concurs with the evaluator's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the teacher in a probationary status.
1. Before being placed on probation, the Association and the teacher shall be given notice of action by the Superintendent.
 2. During the period of probation, the employee will not be transferred from the supervision of the original evaluator.
 3. Sufficient improvement (rating of proficient) of performance must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or the school district.
 4. A probationary period of sixty school days shall be established. Days may be added if deemed necessary to complete a probationary (program for improvement) and evaluate the probationer's performance, as long as the probationary period is concluded before May 15th of the same school year. The probationary period may be extended into the following school year if the probationer has five or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th of less than Level 2 (basic).
 5. The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.300. The purpose of the probationary period is to give the employee opportunity to demonstrate sufficient improvement (rating of proficient) in his or her areas of deficiency.
 6. The establishment of the probationary period and the giving of the notice to the employee of deficiency shall be by the school district superintendent and need not be submitted to the board of directors for approval. The notice of action shall contain the following information:
 - a. Specific areas of performance deficiencies identified from the instructional framework;
 - b. A suggested specific and reasonable probationary (program for improvement);
 - c. A statement indicating the duration of the probationary period.

- D.** A probationary (program for improvement) 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 and will include supports, listed in *Section 9 — Professional Support Plan for Basic and Unsatisfactory*, provided and funded by the district, and the dates that those supports will be put in place.

E. EVALUATION WITHIN THE PROBATIONARY PERIOD (Within 60 days)

1. At or about the time of delivery of a probationary letter, the evaluator shall hold a personal conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken.
 2. Once the areas of deficiency and criteria for improvement have been determined, they will not be changed without evidence and notification to the Association.
 3. 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. The provisions of *Section 5— Comprehensive Evaluation*, above shall apply to the documentation of Observation reports during the probationary period.
 4. The probationary teacher may be removed from probation at any time if he/she has demonstrated sufficient improvement (rating of proficient) in those areas specifically detailed in his/her notice of probation.
 5. The evaluator may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving their area of deficiency(ies). Should the evaluator not authorize an additional evaluator, the probationer may request that an additional certificated evaluator become part of the probationary process. This request must be implemented by including an additional experienced evaluator assigned by the educational service district in which the school district is located and selected from a list of evaluation specialists compiled by the educational services district. Such additional certificated employee shall be immune from any civil liability that might otherwise be incurred or imposed during an otherwise good faith performance of an evaluation. Procedural errors occurring during a program for improvement do not invalidate the effectiveness of the plan or the ability to evaluate the probationer's performance.
 6. If a procedural error occurs in the implementation of a professional support plan, the error does not invalidate the probationer's professional support plan or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.
- F.** A classroom teacher must be removed from probation if he or she has demonstrated improvement that results in a new comprehensive summative evaluation performance level rating of:
1. Summative Performance 2 (Basic) or above for a provisional employee or a continuing contract employee with five or fewer years of experience; or
 2. Summative Performance 3 (Proficient) or above for a continuing contract employee with more than five years of experience.

- G.** 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 under RCW 28A.405.300 or 28A.405.210

H. EVALUATOR'S POST-PROBATION REPORT

Unless the probationary employee has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period which shall identify whether the performance of the probationary teacher has sufficiently improved (rating of proficient) and which shall set forth one (1) of the following recommendations for further action:

1. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or

2. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify an extension of the probationary status. This should be accompanied by a letter identifying areas where further improvement is required; or
3. That the teacher has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment of the teacher.

I. ACTION BY THE SUPERINTENDENT

1. Following a review of the evaluator's post-probation report, the Superintendent shall determine which of the courses of actions is proper and shall take appropriate action to implement such a determination.
2. A teacher who fails to successfully complete the probationary process, as outlined above, will have their probationary period extended or may be recommended for non-renewal.
3. Records of probation and supporting documentation for an unsatisfactory evaluation will only be maintained in the teachers file for the length of time mandated by State law and will, if no further unsatisfactory analysis is made in the interim, be removed and destroyed upon request.
4. Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and program for improvement, the teacher may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year immediately following the completion of a probationary period that does not result in the required comprehensive summative evaluation performance level ratings specified in Section 5. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the district may, at its option, place the employee on paid leave for the balance of the contract term.

SECTION 11 – NON-RENEWAL (DISCHARGE)

When a continuing contract teacher with five (5) or more years of experience receives a comprehensive summative evaluation performance rating of 1 – Unsatisfactory for two (2) consecutive years or for two (2) years within a consecutive 3-year period, the District shall, within ten (10) days of the completion of the final Evaluation Conference or May 15, whichever occurs first, implement the teacher notification of non-renewal (discharge) as provided in RCW.28A.405.300.

SECTION 12 – APPLICABILITY TO GRIEVANCE PROCEDURE

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 the receipt of said notice to file a notice of appeal as provided by statute or by this Agreement.

The provisions of Article V, Grievance Procedure, shall be applicable to evaluation only as it relates to procedural issues established by state law.