

MEMORANDUM OF UNDERSTANDING
By and Between
BLAINE SCHOOL DISTRICT AND BLAINE EDUCATION ASSOCIATION

Classroom Teacher Evaluation (TPEP) 2014-2015

This Memorandum of Understanding is entered into by and between the Blaine School District and the Blaine Education Association for the 2014-15 contract year. The parties will meet at the conclusion of the 2014-15 contract year to determine if this MOU shall be extended or modified for the 2015-16 contract year.

TPEP (Teacher, Principal Evaluation Project)

The new TPEP evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth. The evaluation system will encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluation by recognizing the importance of objective standards and minimizing subjectivity. Within the CEL 5D+ instructional framework teachers will be allowed to exercise their professional judgment and will be evaluated on their own practice, skills, and knowledge.

The Blaine School District and the Blaine Education Association agree that the following evaluation system is to be implemented in a manner consistent with good faith and mutual respect, and as defined in RCW 28A.405.110 "(1) An evaluation system must be meaningful, helpful, and objective; (2) an evaluation system must encourage improvements in teaching skills, techniques, and abilities by identifying areas needing improvement; (3) an evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and (4) an evaluation system must encourage 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."

Additionally, the parties agree that the evaluation process is one which will be implemented with collaboration between the evaluator and the bargaining unit member, as described in WAC 392-191A-050:

"To identify, in consultation with classroom teachers..., particular areas in which their professional performance is distinguished, proficient, basic or unsatisfactory, and particular areas in which the classroom teacher...needs to improve his or her performance."

"To assist classroom teachers...who have identified areas needing improvement, in making those improvements."

APPLICABILITY & TRANSITION PLAN

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

The term “classroom teacher” does not include ESAs, Counselors, and other bargaining unit members who do not work with regularly recurring and specifically defined groups of students. Those bargaining unit members who do not meet this definition will remain under the previous evaluation system, as provided for in the Collective Bargaining Agreement,

For 2014-15, all provisional teachers plus any non-provisional teachers who do not qualify for short form or PGO under the current collective bargaining agreement or the focused evaluation option as established in this MOU, shall receive a comprehensive evaluation under the guidelines of the new model. All provisional and probationary-teachers will be evaluated under the “comprehensive” parameters of the new model.

In 2014-15, Cohort 1 and Cohort 2 participants will be evaluated under the “focused” parameters of the new model. While the objective for these cohorts will be to identify a common “criteria” for focus, the individual selection of a preferred “criteria” will be considered. The objective of the District will be to provide for intensified professional development and collaboration around a common “criteria”.

“Classroom Teachers,” including those in the Stage II Training cohort who have not yet formally transitioned to the new system will remain under the guidelines of the previous system, with encouragement to consider a professional growth (PGO) focus with emphasis on one of the “5 Dimensions”.

The balance of non-provisional teachers will cycle into “focused” evaluation in the 2015-16 contract year divided into two cohorts – Cohort 3 and Cohort 4. Each cohort will be approximately 25% of the overall, applicable teaching force. Cohort 3 will be completed first on a voluntary (seniority) basis, and then on a mandated reverse seniority basis to assure reaching the prescribed participation. Cohort 4 will be comprised of all remaining non-provisional teachers who have not transitioned to the new system.

Upon completion of two years of “focused” evaluation, cohorts 1, 2 and 3 will complete one year in “comprehensive “ evaluation, prior to moving into the three (3) year “focused” evaluation sequence, followed by one year on comprehensive evaluation. Upon completion of three years of “focused” evaluation, cohort 4 will complete one year in “comprehensive “ evaluation, prior to moving into the three (3) year “focused” evaluation sequence, followed by one year on comprehensive evaluation.

Provisional staff will cycle into “focused” evaluation in the first year eligible.

Timeline for Phase in of TPEP

Goal: Teachers are prepared and successful (at least proficient), comprehensive evaluations are staggered on 4 – year rotation

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Total Staff on new eval	25%	50%	100%	100%	100%	100%	100%
Total Staff on Comp.	29 Teachers	Provisional Only	25%	25%	25%	25%	25%
Provisional	Comprehensive 9 Teachers	Comprehensive	Comprehensive	Comprehensive	Comprehensive	Comprehensive	Comprehensive
Cohort 1	Focused	Focused	Comprehensive	Focused	Focused	Focused	Comprehensive
20 Teachers							
Cohort 2		Focused	Focused	Comprehensive	Focused	Focused	Focused
25%							
Cohort 3			Focused	Focused	Comprehensive	Focused	Focused
25%							
Cohort 4			Focused	Focused	Focused	Comprehensive	Focused
25%							

PROFESSIONAL DEVELOPMENT

Prior to being evaluated under this Article, each teacher shall receive targeted and supportive professional development to comprehend the framework and understand the evaluation process. In addition, teachers may utilize the release days established under Section II, Article F.6 to complete work related to TPEP.

Each employee within fifteen (15) days of employment or within fifteen (15) days from the commencement of the school year, whichever is later, shall be given a copy of the evaluation criteria, procedures, and any relevant forms or screenshots appropriate to the teacher's position and track in the evaluation cycle.

No teacher shall be evaluated by an evaluator 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. Each year the superintendent will provide assurance to the BEA that all administrators evaluating teachers on the new evaluation system will have received and completed training specific to the use of the 5D+ Framework in the evaluation process. 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. Instructional Framework

The parties have agreed to the adopted evidence-based instructional framework developed by CEL 5D+ and approved by OSPI. The instructional framework is attached as Exhibit A to this MOU.

However, nothing in the instructional framework will be binding on either party if it is contrary to the terms and conditions described in this agreement.

Upon mutual agreement the parties may select a different instructional framework approved by OSPI.

C. Criterion Performance Scoring

Criteria and components will be scored in accordance with the scoring band methodology illustrated on the sample form(s) attached as Exhibit B to this MOU.

D. Summative Performance Rating

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

DEFINITIONS

1. Artifacts shall mean any products generated, developed or used by a certificated teacher. Artifacts should not be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts. Teachers shall not be required to create artifacts specifically for the evaluation system.
2. Component shall mean the sub-section of each criterion.
3. Criteria shall mean one of the eight (8) state defined categories to be scored.
4. Evidence shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric. Evidence collection is not intended to mirror a Pro-Teach or National Boards portfolio but rather is a sampling of data to inform the decision about level of performance. It should be gathered from the normal course of employment. Student and parent input shall not be used as evidence without verification, including an opportunity for the teacher to respond.
5. Student Growth Data shall mean the change in student achievement between two points in time. Assessments used to identify growth should be collaboratively determined at the onset of the process and predominately originate at the classroom level and be initiated by the classroom teacher. It is recognized that the process will remain responsive to statutory requirements specific to the use of state assessment data. Assessments used to identify growth must be appropriate, relevant, and may include both formative and summative measures. The District will not use a single test score or measure of student growth to evaluate the performance of certificated

employees or to determine their right to transfers, reassignments, compensation levels or other personnel actions.

COMPREHENSIVE EVALUATION

A. A Comprehensive Evaluation must be completed at least once every four (4) years.

B. Process:

1. Teacher Self-Assessment

- a. Prior to the Pre-Observation Conference, the teacher shall complete a Self-Assessment form.
- b. Although encouraged, no teacher will be required to share the Self-Assessment form with his/her evaluator.

2. Goal Setting:

The teacher shall determine a student growth goal for Components SG-3.1, SG-6.1 and SG-8.1 on a Goal Setting form. The goal for these components may be the same goal.

3. Evidence and Artifacts:

Both the teacher and the evaluator will contribute to evidence collection necessary to complete this evaluation. Said collection will be accomplished openly and, wherever possible, jointly. A teacher may, but shall not be required to submit artifacts for completion of the evaluation.

4. Pre-Observation Conference:

The teacher or evaluator may initiate a pre-observation conference no more than five (5) days prior to each formal observation. The purpose of the pre-observation conference may be to discuss the employee's goals, establish a date for the formal observation, discuss such matters as the professional activities to be observed, their content, objectives, strategies, or possible observable evidence related to the 5D+ instructional framework.

5. Formal Observations:

- a. The first of at least two (2) prearranged formal observations for each employee shall be conducted by December 15th. The second of at least two (2) prearranged formal observations shall be conducted after February 1st. The teacher may request additional observations. The total annual observation time cannot be less than sixty (60) minutes. Any formal observation shall not be less than 30 minutes in length.

- b. The observations will occur no later than five (5) days after the pre-observation meeting.
- c. The evaluator will document all formal observations and provide copies to the employee within five (5) days.
- d. The teacher may provide additional evidence to aid in the assessment of his or her professional performance aligned with the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence or artifact provided by the teacher shall be considered by the evaluator in determining the final evaluation score.
- e. The second of two (2) formal prearranged observations will occur no sooner than six weeks after the first formal observation unless mutually agreed upon by the employee and his/her evaluator so that reasonable time can be provided for continuing professional growth.
- f. The final formal observation shall occur prior to May 1st.

6. Post-Observation Conferences

- a. A post-observation conference between the evaluator and teacher will be held no later than five (5) days after the formal observation.
- b. The purpose of a 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. Any scoring documentation utilized by the evaluator will be shared with the teacher at the conference.
- c. If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide possible solutions to remedy the concern in writing.
- d. The teacher must be given the opportunity to attach written comments to any documentation submitted by an evaluator.

7. Informal Observations

- a. An informal observation is a documented observation that is not required to be pre-scheduled.
- b. An evaluator may conduct any number of informal observations.
- c. Observations do not have to be in the classroom. Department or collegial meetings may be used for Informal Observations.
- d. A copy of any informal observations documented in writing will be provided to the teacher within five (5) days of the informal observation. If there is an area of concern based upon any such informal observation, the teacher shall be notified in writing in order for that evidence to be used in the evaluation process.
- e. Any time after an informal observation a teacher may request a post-informal observation conference to discuss the informal observation.

8. Electronic Monitoring

All observations shall be conducted openly. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class without the prior knowledge and consent of the teacher.

9. Final Summative Evaluation Conference

- a. No later than May 15th the evaluator and teacher shall meet to discuss the teacher's final summative score. The final summative score, including the student growth score, must be supported by an analysis of evidence.
- b. The teacher has the right to provide additional evidence for each criterion to be scored.
- c. 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.
- d. If the evaluator judges the teacher to be below Proficient, the evaluator must have documented evidence drawn from more than one occasion of when the teacher showed deficiencies in his/her professional performance. In consideration of the final summative evaluation, no teacher shall be judged to be below Proficient in any criterion without prior notice to allow for improvement.
- f. The teacher will sign two (2) copies of the Final Summative Evaluation Report. Each teacher shall sign the observation and evaluation forms to indicate receipt. The signature of the teacher does not, however, 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.

FOCUSED EVALUATION OPTION

The Focused Evaluation Option (FEO) focuses on improvement of teaching skills, content knowledge, techniques, and abilities. If a non-provisional teacher has scored at Proficient or higher the previous year, s/he will be evaluated using the FEO. The teacher can stay on the FEO for up to three (3) years before returning to the Comprehensive Evaluation. Beginning in 2014-15, the teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation on or before-five (5) days following the first formal observation.

- A. The professional growth activity shall be proposed by the teacher at the first pre-observation conference, but must be approved by the evaluator.
- B. The professional growth activity needs to be tied to one (1) of the eight (8) state evaluation criteria. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also be evaluated using the student growth components of criterion 3 or 6. STUDENT GROWTH COMPONENTS should predominantly originate at the classroom level and be initiated by the classroom teacher. Student growth components will be COLLABORATIVELY DETERMINED AT THE 1ST PRE-OBSERVATION meeting.

- C. A primary role of the evaluator is to assist the teacher in developing the professional growth activity and then to assist in its implementation.
- D. The score received on the selected criterion is the score assigned as the final summative score.
- E. A group of teachers may choose to focus on the same evaluation criteria and share professional growth activities. No individual shall be required to work on a shared goal.
- F. Observations and conferences for the focused evaluation shall follow the guidelines set forth in the Comprehensive Evaluation process, Section 11.13.E, above.

STUDENT GROWTH CRITERION SCORE

- A. 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:
 - 1. 5-12—Low
 - 2. 13-17—Average
 - 3. 18-20—High
- B. Student growth data will be taken from multiple sources, and must be appropriate and relevant to the teacher's assignment. Student achievement that is not calibrated to show growth between two points in time shall not be used to calculate a teacher's student growth criterion score.
- C. If a teacher receives a 4 – Distinguished summative score and a Low student growth score, they must be automatically moved to the 3 – Proficient level for their summative score. If a teacher receives a Low student growth score on the summative evaluation, the evaluator will initiate one of the following:
 - 1. Triangulate student growth measure with other evidence (including observation, artifacts and student evidence) and additional levels of student growth based on classroom, school, District and state-based tools;
 - 2. Document extenuating circumstances possibly including: goal setting process/expectations, student attendance, class size/mix and curriculum/assessment alignment;
 - 3. Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices;
 - 4. Create and implement a professional development plan to address student growth areas.

SUPPORT FOR BASIC AND UNSATISFACTORY

- A. The Association will be notified when any teacher's final summative score is judged below Proficient, within ten (10) days.
- B. When a teacher is judged below 3 – Proficient, s/he may choose to access any of the following provisions and conditions which shall be funded by the District:
 - 1. The teacher may access up to four (4) peer observation opportunities;
 - 2. The teacher will be assigned only one (1) work location, i.e., one classroom, when possible, and only when the assignment would not negatively impact any other bargaining unit member;
 - 3. Participation in a mutually agreed to, structured support plan;
 - 4. Additional supports may include, but are not limited to: mutually agreed university course work, peer coaching, reading material, and District or ESD staff development courses.

In accordance with RCW 28A.405.140, the District will provide and pay for any required in-service training and any required mentor.

- C. In such cases that 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 first Formal Observation in that following year results in ongoing and specific performance concerns, the evaluator and the teacher shall attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the deficient area(s).

PROVISIONAL EMPLOYEES

Before non-renewing a first (or applicable second or third) year provisional teacher, the evaluator shall have made good faith efforts to assist the teacher in making satisfactory progress toward remediating deficiencies outside of a formal probation. At minimum, for second and third year provisional teachers, the efforts shall include an attempt to develop a mutually agreeable written plan designed to improve the teacher's effectiveness in the deficient area(s). In connection with the development of such plan, consideration should be given to utilizing the services of available resource persons (e.g., coordinators, department heads, school psychologist, fellow teachers) to provide assistance in improving performance.

PROBATION

At any time after October 15, a non-provisional classroom teacher, whose work is judged not satisfactory based on the scoring criteria, shall be placed on probation and notified in writing of the specific areas of deficiencies and provided a written reasonable plan of improvement.

- A. A classroom teacher's work is not judged satisfactory, and therefore shall be placed on probation, when the overall comprehensive score is 1 – Unsatisfactory. A continuing contract teacher under RCW 28A.405.210 with more than five (5) years of teaching experience whose comprehensive summative evaluation score is below 3 – Proficient for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period shall also be placed on probation.
- B. 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 consistent with WAC 181-82-110.
- C. In the event that an evaluator determines 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 Sections 11.13.E and 11.13.F above, and,
 2. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.
- D. 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. Days may be added to if deemed necessary to complete a program for improvement and to evaluate the teacher'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 teacher has five (5) or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th of less than level 2. At the time the teacher is placed on probation, the Association and the teacher shall be given notice of action of the Superintendent which notice shall contain the following information:
1. Specific areas of performance deficiencies identified from the instructional framework;
 2. A suggested specific and reasonable program for improvement that includes the specific evaluative criteria which must be met, and the measures and benchmarks which will be used to determine the teacher's success or failure; and
 3. 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 or areas of deficiency.

E. Evaluation During the Probationary Period

1. At or about the time of the 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 may not be changed.
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, if any, made by the teacher, and shall provide copies of any other documentation gathered between meetings.
4. The probationary teacher must be removed from probation if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation.
5. The evaluator may authorize one additional certificated employee (not within the teacher's bargaining unit) to evaluate the probationer and to aid the employee in improving his or her areas of deficiency. Should the evaluator not authorize such additional evaluator, the probationary teacher may request that an additional certificated employee evaluator become part of the probationary process and the request must be implemented by including an additional experienced evaluator assigned by the ESD and selected from a list of evaluation specialists compiled by the ESD. Any such request for an additional evaluator shall be made in writing by the 5th day of the probationary period.
6. If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.

F. A teacher must be removed from probation if he/she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of level 2 or above for a teacher with five (5) or fewer years of experience or of level 3 or above for a teacher of more than five (5) 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 28.A.405.300 or 28A.405.210.

H. Evaluator's Post-Probation Report

Unless the probationary teacher 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 improved and which shall set forth one (1) of the following recommendations for further action:

1. That the teacher 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 the removal of the probationary status if 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 discharge or non-renew the employment contract of the teacher.

I. Action by the Superintendent

Following a review of the report submitted pursuant to paragraph J above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.

DISCHARGE

1. When a continuing contract teacher with more than five (5) years of experience receives a comprehensive summative evaluation rating below 2 – Basic for two (2) consecutive years, the District shall, within ten (10) calendar days of the completion of the Final Evaluation Conference or May 15th, whichever occurs first, implement the teacher notification of discharge as provided in RCW.28A.405.300.
2. 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) calendar days following receipt of said notice to file any notice of appeal as provided by statute or by this Agreement.

DOCUMENTATION

- A. Only the Summative Evaluation Report and any attached teacher documents shall be included in the teacher's personnel file.
- B. Teachers shall not be required to use the eVAL tool.
- C. Teachers shall have access to their eVAL account in subsequent years.
- D. Teachers shall not be required to share personal assessment information utilized within the eVAL system.
- E. Any and all data entered into eVAL shall be considered confidential, provided, however, that if the District receives a public records disclosure request encompassing any such data and determines disclosing such information is or may be required by law, before releasing the data it will notify the teacher and the Association in writing and provide a reasonable opportunity for them to pursue a court order if they wish to seek to enjoin the disclosure.

SECTION 11.13.N: EVALUATION RESULTS

A. Evaluation results shall be used:

1. To acknowledge, recognize, and encourage excellence in professional performance.
2. To document the level of performance by a teacher of his/her assigned duties.
3. To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.
4. To document performance by a teacher judged unsatisfactory based on the District evaluation criteria.

B. Evaluation results shall not be:

1. Shared or published with any teacher identifying information, provided, however, that if the District receives a public records disclosure request encompassing any such data and determines disclosing such information is or may be required by law, before releasing the data it will notify the teacher and the Association in writing and provide a reasonable opportunity for them to pursue a court order if they wish to seek to enjoin the disclosure.
2. Shared or published without notification to the individual and Association.
3. Used to determine any type of base or additional compensation.
4. Used to solely determine assignment, placement, or job status.



For the Association

10/29/14

Date



For the District

10.27.14

Date