

**Lake Stevens School District  
And  
Lake Stevens Education Association  
Tentative Agreement on Evaluation Language**

*Kelly  
6/26/13  
6/26/13*

**ARTICLE 9 – EVALUATION**

**Rename Section 9.01 EVALUATION PROCEDURES- EDUCATIONAL SUPPORT ASSOCIATE**

**Old Section 9.02-Deleted**

**Old section 9.03 becomes Section 9.02 EDUCATIONAL SUPPORT ASSOCIATE CRITERIA**

**Section 9.03 EVALUATION PROCEDURES- GENERAL PROVISIONS CLASSROOM TEACHER**

**A. Classroom Teacher Defined:**

The Comprehensive and Focused evaluation system school year only applies to classroom teachers, specifically those staff who provide academically focused instruction to students who hold one or more of the qualified certificate in accordance with WAC 392.191A.030. The term "classroom teacher" does not include OT, PT, SLP, Psychologist, Counselors. Those bargaining unit members who do not provide academically focused instruction to students will remain under the evaluation system as defined in Article 9.

**B. Professional Development:**

1. Prior to being evaluated on the new performance evaluation system under Article 9, each teacher shall receive adequate professional development to comprehend the instructional framework and the evaluative rubric and process. The amount and substance of said professional development shall be mutually determined by the Association and the district.

2. Before evaluating classroom teachers, principals and administrators will engage in professional development designed to implement the revised systems and maximize rater agreement as required by RCW 28A.405.130.

3. Teachers new to the District shall undergo training in the adopted Framework and in the evaluation system.

**C. Instructional Framework:**

Classroom teachers shall be evaluated using the State 8 Criteria under the Danielson Framework for Teaching, which was mutually agreed upon by Lake Stevens School District and Association, and is identified in Appendix 13.

**D. Evaluation Criteria:**

The following are the evaluative criteria for classroom teachers as described in the Lake Stevens School District Evaluation Handbook.

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 student 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 practice and student learning.

E. Evaluator:

It shall be the responsibility of a principal or his or her designee to evaluate all classroom teachers in his or her school. For any teacher assigned to more than one (1) school, The Superintendent or their designee shall notify that teacher who their evaluator will be.

F. Request for Alternate Evaluator:

An employee believing that he she cannot receive an unbiased evaluation from the designated administrator may request in writing to the Assistant Superintendent of Human Resources an alternate evaluator. The Assistant Superintendent of human Resources may then designate another individual to perform an observation.

G. Representative:

An employee shall be entitled upon request to have present Association representative during any meeting related to matters concerning their evaluation for the sole purpose of observation.

H. Privacy of Evaluation Results:

Evaluation results shall not be: shared or published with any teacher identifying information and without notification to the individual and Association.

I. Grievance:

The grievance procedure set forth in Article 11 shall not apply to this Article 9 on evaluation, except as to substantial errors in implementing the evaluation procedures or the inclusion of criteria not listed herein.

J. Changing from Focused to Comprehensive:

A classroom teacher may be transferred from a focused evaluation to a comprehensive summative evaluation at the request of the teacher, or at the direction of the teacher's evaluator. Such request or direction must be received prior to the end of February. When a teacher is transferred from a focused evaluation to a comprehensive evaluation, all of the procedures of the comprehensive evaluation must be completed.

K. Documentation:

Teachers and evaluators shall be expected to reflect upon and align evidence and artifacts to the "Observation-Evidence-Artifacts Documentation Form", in an electronic manner (WORD, shared Google Document, etc...)

## **Section 9.04 COMPREHENSIVE EVALUATION**

### **A. Teachers Required to be on Comprehensive:**

All classroom teachers shall receive a comprehensive summative evaluation at least once every four years. The following categories of classroom teachers must receive an annual comprehensive summative evaluation: Classroom teachers who are provisional and any classroom teacher who received a comprehensive summative evaluation performance rating of Unsatisfactory or Basic in the previous school year.

### **B. Definition of Comprehensive Evaluation:**

A comprehensive summative evaluation assesses all eight evaluation criteria referenced in the Lake Stevens School District Evaluation Handbook and all criteria contribute to the comprehensive summative evaluation performance rating.

### **C. Self-reflection:**

The teacher completes a self-reflection of their performance under the instructional framework prior to the end of each school year. Sharing the results of the self-reflection with the teacher's evaluator is optional.

### **D. Goal Setting:**

Prior to the end of October, the teacher and evaluator shall discuss and collaboratively establish professional goals, student growth measures and student growth goals to be used for the year. Teachers will set a maximum of three goals; at least one must be a student growth goal. The teacher and evaluator shall collaborate in identifying and documenting student Student Growth Goals 3.1, 6.1 and 8.1 on or before the first pre-observation conference. The goal for Student Growth Goal 6.1 and 8.1 may be the same goal.

### **E. Gathering of Evidence:**

**Evaluators should assume all teachers are proficient in each scoring criteria.** If both the teacher and evaluator agree on the score for a criterion, no evidence, other than observation notes, is required to be submitted for that criterion. If at the Mid-Year Conference there is a disagreement on a scoring criterion, it is the responsibility of the teacher and evaluator to provide evidence to prove otherwise.

1. Evidence is observed practice, products or results of the teacher's work that demonstrates knowledge and skills of the educator with respect to the four-level rating system. Both the teacher and the evaluator shall contribute evidence to the overall assessment of professional performance. Evidence shall include artifacts produced or resulting from the normal course of professional performance during the school year.
2. An accurate evaluation requires that documented evidence reflecting upon performance be used in the evaluation of the employee. For the purposes of professional growth, fairness requires that employees be made aware, in a timely manner, of the evidence that will be used in their evaluation. Therefore, the teacher shall be advised orally within five (5) working days and in writing fifteen (15) working days after an evaluator obtains evidence of which the teacher would otherwise not be aware. Provided that, in the event either the supervisor of the employee is absent from place of employment, this requirement shall not take effect until the absent party returns.
3. Surveys and/or information of student and parent perceptions of teacher performance shall not be solicited for inclusion as evidence in the evaluation.

4. All observations shall be conducted openly. The use of electronic monitoring devices will be conducted in accordance with Section 5.05.

**F. Observations:**

1. During each school year all classroom teachers shall be observed for the purposes of evaluation at least twice in the performance of their assigned duties for a minimum total of 60 minutes.
2. A teacher 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 ninety minutes.
3. Teachers new to the District shall be observed at least once for a total observation time of thirty minutes during the first ninety calendar days of their employment period.
4. The evaluator, administrator(s), or teacher may initiate additional informal, unscheduled observations above and beyond these formal observations, with or without pre- and post-observation conferences.
5. A series of observations conducted within a period of fifteen (15) working days may be considered to be a single observation for documentation purposes.
6. The evaluator shall promptly document in writing each observation and shall provide the employee with a copy thereof within five (5) working days after the observation was performed. When the five (5) day provision cannot be met due to exigencies, the evaluator or administrator shall set a date as soon thereafter as possible and inform the employee of the date and the reason for the delay.
7. The employee shall sign the District's copy of the formal observation report to indicate that he/she has seen the report and has been given a copy thereof. The employee's signature on the formal observation report does not necessarily imply agreement with the contents thereof.

**G. Pre-Observation and Post-Observation Conferencing:**

At least one observation during the year shall include the entire observation cycle of a pre-observation/planning conference, a classroom observation, and a post-observation conference. For any observation, when there is no post-observation conference, any concerns of the evaluator shall be communicated in writing to the employee in a timely manner. Either party may request a post-observation conference.

1. 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, the content, objectives, and strategies of the lesson, the length of the observation and possible observable evidence to meet the scoring criteria.
2. The pre-observation conference will occur within 5 school days of the observation unless there are extenuating circumstances discussed by the teacher and evaluator and the conference is rescheduled to a specific date. The district pre-observation conference form will be used to guide or focus the discussion at the pre-observation conference; teachers are expected to complete the form prior to the pre-observation conference.
3. 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.

4. The post-observation conference will occur within (five) 5 school days of the observation unless there are extenuating circumstances discussed by the teacher and evaluator and the conference is rescheduled to a specific date. The evaluator shall provide the teacher with a copy of the final written observation report within (five) 5 school days after such report is prepared.

#### H. Mid-Year Conference:

The evaluator shall meet with the teacher for a mid-year conference to be held no later than the end of February. The purpose of the meeting will include but is not limited to:

1. To discuss the teacher's progress toward goals set in the Fall;
2. To discuss the teacher's progress toward establishing student growth goals and evidence of student progress toward meeting those goals;
3. To discuss areas of strength and areas of growth for the teacher relevant to the 8 criteria.
4. To develop plans for observations the remainder of the year.

#### I. Final Evaluation Conference:

1. The teacher will receive their final evaluation with preliminary ratings (three) 3 school days prior to the final evaluation conference, unless otherwise agreed upon to extend up to (five) 5 school days.
2. The teacher and principal shall hold a Final Evaluation Conference by the end of the school year.
3. At the conference, each criterion shall be rated collaboratively based on the components in that criterion using a preponderance of the evidence. This analysis will be based on a holistic assessment of the teacher's performance. If there is a dispute between the evaluator and the employee regarding the rating, the parties shall have (three) 3 working days to submit additional evidence, unless otherwise agreed upon to extend up to (five) 5 school days. A conference will be held upon submittal of additional evidence. The final decision is the responsibility of the evaluator.
4. The teacher shall have the opportunity to submit and attach any additional comments to the final record of the evaluation.
5. By the end of the school year the teacher will sign two copies of the Final Summative Evaluation Report. The signature of the teacher does not imply that the employee agrees with its contents.

#### J. Overall Summative Performance Rating:

The final summative score must be determined by an analysis of evidence. 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:

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

## K. Student Growth Measures:

1. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as Student Growth 3.1, 3.2, 6.1, 6.2, and 8.1. For a comprehensive evaluation, 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:
  - 18-20 — High
  - 13-17 — Average
  - 5-12 — Low

A student growth score of "1" 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 identified collaboratively by the teacher and evaluator, and must be appropriate and relevant to the teacher's assignment. Student growth data may include formative and summative assessment data. Student achievement data that does not measure growth between two points in time, within the current school year, shall not be used as evidence in determining a teacher's student growth criterion score.
3. A teacher who receives a 4 – Distinguished preliminary summative score and a Low student growth score will receive an overall 3 – Proficient rating.
4. If a teacher receives a Low student growth score, the teacher and evaluator will mutually agree to engage in one of the student growth inquiries required by law (WAC 392-191A-100):
  - a. 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 and/or;
  - b. Examine extenuating circumstances which may include one or more of the following: goal setting process; content and expectations; attendance; extent to which curriculum, standards, and assessments are aligned and/or;
  - c. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: student growth goal revisions, refinement, and progress; best practices related to instructional areas in need of attention; best practices related to student growth data collection and interpretations and/or;
  - d. Create and implement a professional development plan to address student growth areas
5. The evaluations of certificated classroom teachers with a preliminary rating of unsatisfactory and high student growth will be reviewed by the evaluator's supervisor.

### **Section 9.05 FOCUSED EVALUATION**

#### A. Classroom Teachers on Focused:

In the years when a comprehensive summative evaluation is not required, classroom teachers who received a comprehensive summative evaluation performance rating of Proficient or Distinguished in the previous school year may be required or may request to complete a focused evaluation.

#### B. Definition of Focused:

A focused evaluation includes an assessment of one of the eight criteria selected for a performance rating plus professional growth activities specifically linked to the selected criteria. The selected criteria must be approved by the teacher's evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention. A group of teachers may, but shall not be required to, focus on the same evaluation criteria and share professional growth activities as part of a collaborative process. Teachers can be observed and evaluated as part of that collaborative team process.

C. Focused Evaluation and the professional growth plan:

A classroom teacher may apply the focused evaluation professional growth activities toward the professional growth plan for professional certificate renewal as required by the professional educator standards board.

D. Self-reflection:

The teacher completes a self-reflection of their performance under the instructional framework prior to the end of each school year. Sharing the results of the self-reflection with the teacher's evaluator is optional.

E. Goal Setting:

Prior to the end of October, the teacher and evaluator shall discuss up to (three) 3 professional goals, possibilities and ideas for student growth measures and student growth goals to be used for the year. If criterion 3, 6 or 8 is selected for the focused evaluation, the teacher shall set a student growth goal for 3.1, 3.2, 6.1, 6.3 or 8.1 respectively. If criterion 1, 2, 4, 5, or 7 is selected, the teacher shall choose to set a student growth goal for 3.1 and 3.2 or 6.1 and 6.2.

F. Gathering of Evidence:

**Evaluators should assume all teachers are proficient in each scoring criteria.** If both the teacher and evaluator agree on the score for a criterion, no evidence other than observation notes is required to be submitted for that criterion. When there is a disagreement on a scoring criterion, it is the responsibility of the teacher and evaluator to provide evidence to prove otherwise.

1. Evidence is observed practice, products or results of the teacher's work that demonstrates knowledge and skills of the educator with respect to the four-level rating system. Both the teacher and the evaluator shall contribute evidence to the overall assessment of professional performance. Evidence shall include artifacts produced or resulting from the normal course of professional performance during the school year.
2. An accurate evaluation requires that documented evidence reflecting upon performance be used in the evaluation of the employee. For the purposes of professional growth, fairness requires that employees be made aware, in a timely manner, of the evidence that will be used in their evaluation. Therefore, the teacher shall be advised orally within five (5) working days and in writing fifteen (15) working days after an evaluator obtains evidence of which the teacher would otherwise not be aware. Provided that, in the event either the supervisor of the employee is absent from place of employment, this requirement shall not take effect until the absent party returns.
3. Surveys and/or information of student and parent perceptions of teacher performance shall not be solicited for inclusion as evidence in the evaluation.
4. All observations shall be conducted openly. The use of electronic monitoring devices will be conducted in accordance with Section 5.05.

#### G. Observations:

1. During each school year all classroom teachers shall be observed for the purposes of evaluation at least twice in the performance of their assigned duties for a minimum total of 60 minutes.
2. The evaluator, administrator(s), or teacher may initiate formal and/or informal observations and unscheduled observations. A pre- and post-observation conference will occur at the request of either the teacher or evaluator.
3. The teacher may be observed as part of a collaborative team.
4. A series of observations conducted within a period of fifteen (15) working days may be considered to be a single observation for documentation purposes.
5. The evaluator shall promptly document in writing each observation and shall provide the employee with a copy thereof within five (5) working days after the observation was performed. When the five (5) day provision cannot be met due to exigencies, the supervisor shall set a date as soon thereafter as possible and inform the employee of the date and the reason for the delay.
6. The employee shall sign the District's copy of the observation report to indicate that he/she has seen the report and has been given a copy thereof. The employee's signature on the observation report does not necessarily imply agreement with the contents thereof.

#### H. Mid-Year Check:

The evaluator shall meet with the teacher for a mid-year check-in, no later than the end of February, for the purposes that includes, but is not limited to:

1. To discuss the teacher's progress toward goals set in the Fall;
2. To discuss the teacher's progress toward establishing student growth goals and evidence of student progress toward meeting those goals;
3. To discuss areas of strength and areas of growth for the teacher;
4. To develop plans for observations the remainder of the year.

#### I. Final Evaluation Conference:

1. The teacher will receive their final evaluation with preliminary ratings (three) 3 school days prior to the final evaluation conference, unless otherwise agreed upon to extend up to (five) 5 school days.
2. The teacher and principal shall hold a Final Evaluation Conference by the end of the school year.
3. At the conference, each selected criterion shall be rated collaboratively, based on the components in that criterion using a preponderance of the evidence. This analysis will be based on a holistic assessment of the teacher's performance. If there is a dispute between the evaluator and the employee regarding the rating, the parties shall have (three) 3 working days to submit additional evidence, unless otherwise agreed upon to extend up to (five) 5 school days. A conference will be held upon submittal of additional evidence. The final decision is the responsibility of the evaluator.



4. The teacher shall have the opportunity to submit and attach any additional comments to the final record of the evaluation.
5. By the end of the school year the teacher will sign two copies of the Final Summative Evaluation Report. The signature of the teacher does not imply that the employee agrees with its contents.

**J. Overall Summative Performance Rating**

A classroom teacher shall receive a Focused Performance Rating of either Proficient (3) or Distinguished (4) based upon the preponderance of the evidence as it relates to the selected criterion. By definition the Focused Performance Rating is an evaluative statement about the classroom teacher's comprehensive performance based upon the pre-determined evidence that the classroom teacher has already been deemed overall Proficient or Distinguished. A classroom teacher on the Focused Evaluation will not be deemed less than proficient.

**K. Student Growth Measures**

1. The focused evaluation will include the student growth rubrics of the selected criterion. If criterion 3, 6 or 8 are 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, as selected by the teacher.
2. Student growth data will be taken from multiple sources identified collaboratively by the teacher and evaluator, and must be appropriate and relevant to the teacher's assignment. Student growth data may include formative and summative assessment data. Student achievement data that does not measure growth between two points in time, within the current school year, shall not be used as evidence in determining a teacher's student growth criterion score.

**Section 9.06 SUPPORT FOR BASIC AND UNSATISFACTORY RATINGS**

- A. The Association President will be notified when any teacher is judged below an overall summative score of three (3) Proficient, within ten (10) school days of knowledge of such.
- B. When a teacher with more than five (5) years of experience receives a summative evaluation score below three (3) Proficient, the teacher must be formally observed before October 15<sup>th</sup> the following year. If the 1<sup>st</sup> Formal Observation in that following year results in ongoing and specific performance concerns, a structured support plan including opportunities for facilitated professional growth will be completed prior to completion of the comprehensive evaluation. This support plan can include but is not limited to:
  1. The teacher's class size will not exceed trigger;
  2. Opportunities to observe colleges' instruction with a mentor;
  3. The teacher may request a second certificated administrator as an observer;
  4. The teacher will be assigned only one (1) work location, i.e., one classroom;
  5. Additional supports may include, but are not limited to: university course work, peer coaching, reading material, and District or ESD staff development courses. The District will provide and pay for any required in-service training and any required mentor (RCW 28A.405.140).

6. An effort will be made to limit a secondary teacher to no more than two (2) subject area preparations.

### **Section 9.07 PROVISIONAL EMPLOYEES**

- A. The Association and the District are equally committed to the success of provisional employee. Towards that end, the parties agree to the following:
1. Performance concerns shall be addressed with the employee when concerns of deficiencies are initially identified. Notice will be given concurrently to the Association.
  2. Appropriate and reasonable forms of assistance and/or coaching shall be offered to the employee.
  3. Employees are expected to be responsive to improvement needs and to demonstrate initiative in seeking and accessing assistance.
  4. Employees shall be given reasonable notice of potential unsatisfactory evaluation and clear expectations of areas needing improvement prior to March 1 unless significant deficiencies are first identified at a later date but still before the May 15 statutory date. Such notice shall be provided in a meeting involving the employee, an Association representative, and the administrator responsible for Human Resources.
  5. A support plan will be developed for employees required to do a third year of provisional status due to areas of performance needing improvement.
  6. A second year provisional employee who scores a rating of Proficient (3) or Distinguished (4) may be granted continuing contract status beginning their third year of employment.

### **Section 9.08 Probation**

At any time after October 15, a 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. When Probation:**

A classroom teacher's work is not judged satisfactory, and therefore shall be placed on probation, when the overall comprehensive score is:

1. Unsatisfactory
2. 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 three (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. Comprehensive Only**

Teachers may only be placed on probation based on the Comprehensive evaluation system described above.

#### **C. Outside of Endorsements:**

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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.

D. Evaluator Report to Superintendent:

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 after October 15 and no later than January 20. The report shall include the following:

1. The evaluation report prepared pursuant to the provisions of Section 9.04 Comprehensive Evaluation above, and,
2. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.

E. Superintendent Decision on Probation

If the Superintendent concurs with the administrator's judgment that the performance of the employee meets the statutory conditions for probation under RCW 28A 405.100, as stated in Section 9.08A, 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 and no later than February 1. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 15<sup>th</sup> is less than two (2) Basic. Before being 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;
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.

F. Plan of Improvement:

The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.400. The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in his or her areas of deficiency. Therefore, a reasonable plan of improvement will be developed and will include the specific evaluative criteria which must be met and evidence which will be used to determine the teacher's success or failure.

G. Procedural Errors

If a procedural error occurs in 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.

H. Evaluation during the Probationary Period:

1. At or about the time of the delivery of a probationary letter, the evaluator shall hold a conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken. The association president shall be notified of such conference, and at the teacher's discretion, an association representative shall be present.
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. The provisions of Section 9.04F 6 and 7 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 improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation.
5. The probationary teacher may request that an additional certificated evaluator become part of the probationary process and the request must be granted. This evaluator will be assigned by the ESD and will be jointly selected by the District and the Association from a list of evaluation specialists compiled by the ESD. The probationary teacher may request the Association to provide an additional evaluator. Information gathered by the association evaluator shall remain confidential, at the discretion of the teacher.
6. The probationary teacher shall have the right to an Association representative present as an observer at all pre-observation and post-observation conferences if the teacher so desires.

I. Removal from Probation:

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

J. Lack of Improvement:

Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer may constitute grounds for non-renewal under the law.

K. 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 report 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 non-renew the employment contract of the teacher.

L. Action by the Superintendent:

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

M. Failure to Complete Process:

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.

N. Records:

Records of probation and supporting documentation for an unsatisfactory evaluation will be maintained in the teacher's file for three (3) years and will, if no further unsatisfactory analysis is made in the interim, be removed and destroyed.

### **Section 9.09 NON-RENEWAL**

- A. When a continuing contract teacher with more than five (5) years of experience receives a comprehensive summative evaluation rating below two (2) Basic for two (2) consecutive years, the District shall, within ten (10) days of the completion of the Final Evaluation Conference or May 15<sup>th</sup>, whichever occurs first, implement the teacher notification of non-renewal as provided in RCW.28A.405.200A. An employee so affected shall have the right to appeal through the applicable appeal procedures provided in current or subsequent state statutes. A provisional contract employee non-renewed for performance reasons may only appeal as provided by statute.
- B. The grievance procedure set forth in Article 11 shall not apply to this Article 9 on evaluation, except as to substantial errors in implementing the evaluation procedures or the inclusion of criteria not listed herein.

### **Section 9.10 REOPENER**

This entire section may be reopened at the request of either the District or the Association prior to the 2014-15 school year.