

Coupeville School District / Coupeville Education Association Teacher Evaluation Process 2013-2016

SECTION 1 – Introduction

The Coupeville School District administration (“the District”) and Coupeville Education Association representatives (“the CEA”) have developed a comprehensive, fair and equitable Teacher/Principal Evaluation Project (“TPEP”) evaluation system designed to increase teacher and principal growth, with the goal of achieving high levels of student learning in our schools. The District’s TPEP model adheres to policy and regulations for teacher and principal evaluations, using a systems approach to student and staff growth.

The District and the CEA hereby establish evaluative criteria in accordance with RCW 28A.405.100 (1) with the understanding that guidelines and forms may need to be revised as the Office of the Superintendent of Public Instruction (“OSPI”) develops or revises rules and regulations.

The primary purpose for our local process is to achieve high levels of learning for all students by improving instruction in a manner consistent with good faith and mutual respect and compliant with state law stipulating an evaluation system that:

- is meaningful, helpful, and objective;
- encourages improvements in teaching skills, techniques, and abilities by identifying areas needing improvement and providing support for professional growth; and
- 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 is responsible for the evaluation of teachers assigned to that school. A teacher assigned to more than one school will be evaluated by a District-designated administrator, provided such teacher is notified.

Either the superintendent or principals may designate other certificated administrators to perform evaluations.

Should the minimum criteria for the evaluation of certificated classroom teachers be amended, in the year that the amendments occur, the affected sections of this document will be reviewed and revised to the mutual agreement of both the District and the CEA.

The District’s and the CEA’s adoption of this TPEP evaluation system does not amend, replace or otherwise revise the provisions of Article XVII-Evaluation and Appendix C of the 2013-15 Collective Bargaining Agreement for the following employees:

- all certificated support personnel and
- certificated classroom teachers who have not yet transitioned into the TPEP evaluation system pursuant to the Memorandum of Understanding Regarding the New Teacher Principal Evaluation Project dated March 23, 2013.

SECTION 2 – Definitions

Employees mean certificated classroom teachers and certificated support personnel employed by the District.

Certificated classroom teacher and **teacher** mean a certificated employee who provides academically focused instruction to students and holds one or more of the certificates pursuant to WAC 181-79A-140 (1), (2), (6)(a) through (e) and (g).

Certificated support personnel and **certificated support person** 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).

Criteria performance rating means the four performance levels applied to one or more criterion:

- Level 1 Unsatisfactory
- Level 2 Basic
- Level 3 Proficient
- Level 4 Distinguished.

Evaluation means the ongoing process of identifying, gathering, and using information to improve professional performance, assess total job effectiveness, and make personnel decisions.

Evaluation criteria for classroom teachers is specified in WAC392-191A-060, and for certificated support personnel in WAC 392-191-020.

Evidence means observed practice, products, or results of a certificated classroom teacher's work that demonstrates his/her knowledge and skills with respect to the four-level rating system.

Four-level rating system means the continuum of performance that indicates the extent to which the criteria have been met or exceeded.

Instructional framework means 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.

Observe or **observation** means the gathering of evidence made through classroom or worksite visits for the purpose of examining evidence over time against the instructional rubrics pursuant to this section.

Rubrics, rubric row or **indicator** means 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.

Scoring band means the adopted range of scores used to determine the final summative score for a certificated classroom teacher.

Student growth means the change in student achievement between two points in time in a given school year.

Student growth data means relevant multiple measures that can include classroom-based, school-based, District-based, and state-based tools.

Summative performance rating means 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 section, the District will provide professional development to promote understanding of the framework and the evaluation process.

Principals and/or District administration will meet with all teachers new to the District prior to the beginning of the school year or their first day in the classroom, to review and discuss the evaluation process in order to develop mutual understanding of the evaluation procedure and purpose.

SECTION 4 – State Criteria

The eight criteria of the evaluation system include:

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

Criteria Performance Rating. Summative performance ratings will be used to evaluate certificated classroom teachers:

- Level 1 Unsatisfactory
- Level 2 Basic
- Level 3 Proficient
- Level 4 Distinguished.

A classroom teacher will receive one of the four performance ratings for each of the eight criteria.

Student Growth. 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 classroom-based, school-based, District-based, and state-based tools. Student growth data elements may include the teacher's performance as a member of a grade-level, subject matter, or other instructional team within a school when the use of this data is relevant and appropriate. Student growth data elements may also include the teacher's performance as a member of the overall instructional team of a school when use of this data is relevant and appropriate. (See appendix EVAL-#3 student growth rubric.)

Summative Performance Rating. A classroom teacher will also receive an overall summative performance rating for the evaluation as a whole. This score is determined by totaling the eight (8) criterion-level scores as follows. (See appendix EVAL-#4 Summative Score Spreadsheet, and appendix EVAL-#4b Summative Score Chart.)

Tally of Criteria Performing Ratings	Summative Performance Rating
8-14	Level 1 – Unsatisfactory
15-21	Level 2 – Basic
22-28	Level 3 – Proficient
29-32	Level 4 – Distinguished

Certificated classroom teachers with a preliminary rating of distinguished with average or high student growth ratings will receive an overall distinguished rating and will be formally recognized with a private letter of congratulations from the Superintendent mailed to their home.

SECTION 5 – Instructional Framework

The CEA and the District have agreed on the Marzano instructional framework, approved by OSPI, which supports this evaluation system.

At the conclusion of each bargained agreement, both the District and the CEA 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 CEA-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 6 – Comprehensive Summative Evaluation

- A. The following staff will receive a comprehensive summative evaluation:
1. All classroom teachers will 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 rating of Level 1 or Level 2 in the previous school year.

A continuing classroom teacher who is involuntarily placed into a teaching position with a substantive change in assignment during the year they will receive a Comprehensive Summative Evaluation will be provided with the same provisions granted in Section 8 below. This teacher must also receive their first formal observation before October 15th and if this observation results in specific performance concerns, they will be granted the provisions in listed in Section 8.

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

1. Student Growth

- a. A mutually agreed upon Student Growth Goal for Indicators SG-3, SG-6 and SG- 8 will be determined on a student growth goal setting form.
- b. Student achievement that measures growth between two points in time [see comment 1 re “current school year limitation] within the current school year will be used to calculate a teacher's student growth impact score.
- c. The District will offer professional learning time and guidance for all teachers to produce an approved “PLC Cycle of Inquiry” that may be used to satisfy the student growth requirements defined in state criteria.
- d. Evaluators will add up the raw score on indicators SG-3, SG-6 and SG- 8 and the employee will be given an overall student growth score of Low, Average or High based on the scores below:

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

A student growth score of “1” in any of the rubric rows will result in an overall Low student growth impact rating.

- e. The following are the only outcomes of the student growth impact rating analysis:
 - o Certificated classroom teachers with a preliminary summative performance rating of Distinguished and a Low student growth score will receive an overall Proficient summative performance rating.
 - o The evaluations of certificated classroom teachers with a preliminary summative performance rating of Unsatisfactory and a High student growth score will be reviewed by the evaluator's supervisor, and may result in a higher summative performance rating.
 - o Certificated classroom teachers with a Low student growth score will engage, with their evaluator, in a Student Growth “PLC Cycle of Inquiry” pursuant to the following paragraph:

At the beginning of the following school year, after the certificated classroom teacher received the Low Student Growth score, one or more of the following must be initiated by the evaluator:

- Examine student growth data in conjunction with other evidence including observation, artifacts, and other student and teacher information based on appropriate classroom, District, and state-based tools and practices and/or
- Examine extenuating circumstances which may include one or more of the following:
 - Goal setting process
 - Content and expectations
 - Student attendance
 - Extent to which curriculum, standards and assessment are aligned and/or
- 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 instruction areas in need of attention
 - Best practices related to student growth data collection and interpretation and/or
- Create and implement a professional development plan to address student growth areas.

2. Formal Observations

- a. During each school year all classroom teachers will be formally observed at least twice, for the purposes of evaluation, in the performance of their assigned duties. An employee in the third year of provisional status as defined in RCW 28A.405.220 will be observed at least three (3) times.
- b. Observations will not take place on the day before or immediately after breaks, or on days of an extended secondary assembly, unless requested by the employee.
- c. Evaluators will provide employees with a list of potential dates and times and they will mutually agree on when the observation will take place. Evaluators will make every attempt to offer at least one option that is not on a half day.
- d. The first of at least two (2) prearranged observations for each continuing employee will be conducted within the first ninety (90) school days of the first day of instruction.
- e. For provisional teachers, the final formal observation will occur prior to May 1st. For continuing teachers, the final formal observation will occur prior to May 15th.
- f. Each formal observation will be not less than thirty (30) minutes and the total observation time for each employee for each school year will be not less than sixty (60) minutes.
- g. The evaluator will document all formal observations using the negotiated form.
- h. Pre-Observation Conference
 - A pre-observation conference will be held prior to each formal observation.
 - The teacher and evaluator will mutually agree when to conference.
 - The purpose of the conference is to discuss the employee's goals, agree on a date and time for the formal observation, and to discuss matters that would demonstrate meeting scoring criteria such as:
 - the professional activities to be observed
 - the content of the lesson
 - objectives of the lesson
 - educational strategies and
 - possible observable evidence.
- i. Formal observations will occur no later than ten (10) workdays after the pre-observation conference.
- j. Post-Observation Conference
 - The post-observation conference will be confidential and occur no later than five (5)

- workdays after the formal observation.
 - The purpose of the conference is to review the evaluator's evidence related to the instructional framework during the observation. Additional evidence supplied by the teacher may be submitted.
 - The results of the observation will be documented on the negotiated form, and the employee will be provided with a copy thereof within three (3) days.
 - If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide possible suggestions, cited on the rubric, to remedy the concern and will include this in the negotiated form.
- k. After the second post-observation conference and before April 15th, if the teacher believes that procedures outlined in this section were not followed, and/or the indicators were not objectively scored, the teacher will be granted the following additional opportunities:
- An additional formal observation conducted by a mutually agreed upon evaluator,
 - A review of the evidence by a mutually agreed upon evaluator.
3. Informal Observation
- a. An informal observation is a documented observation that is not required to be prescheduled. Additional informal observations may be requested by either the evaluator or the teacher to collect additional evidence.
 - b. An evaluator may conduct any number of informal observations.
 - c. Informal observations do not have to be in the classroom; department or collegial meetings may be used.
 - d. Informal observations may be documented in writing and a copy will be provided to the teacher within five (5) workdays of the observation. However, if there is an area of concern based on any informal observation, the teacher will be notified in writing in order for the evidence to be used in the evaluation process.
 - e. Any time after an informal-observation, a teacher or evaluator may request a post-informal observation conference to discuss what was observed.
4. Evidence and Artifacts
- a. Both the teacher and the evaluator will contribute to evidence collection necessary to complete this 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. This collection of evidence will be accomplished openly and whenever possible, jointly.
 - d. All evidence, measures, artifacts and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.
 - e. The evidence provided by the teacher will be incorporated on the negotiated form and it will be a factor in determining the ~~final~~ summative performance rating.
5. Record-Keeping. Evaluation records will be maintained on documents approved by the District and the CEA for the length of time mandated by State law and will, if no unsatisfactory analysis is made in the interim, be removed and destroyed upon request.
6. Electronic Monitoring. No mechanical or electronic device will be utilized in any classroom or brought in on a temporary basis that would allow a person to be able to listen to or record the

procedures in any class without the prior knowledge of the employee(s) involved.

7. Final Comprehensive Summative Evaluation Conference

- a. For any provisional teacher who receives a summative performance rating of Level 2 or below, no later than May 15th, the evaluator and teacher will meet to discuss the teacher's final comprehensive summative performance rating. The final performance rating, including the student growth score, must be determined by an analysis of evidence.
- b. For a continuing teacher who receives a summative performance rating of Level 2 or below, no later than May 31st, the evaluator and teacher will meet to discuss the teacher's final comprehensive summative performance rating. The final performance rating, including the student growth score, must be determined by an analysis of evidence.
- c. The teacher will sign two (2) copies of the Final Summative Evaluation Report. Each teacher will sign the observation and evaluation forms to indicate receipt. 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.

SECTION 7 – Focused Evaluation Option

When a comprehensive summative evaluation performance rating of Level 3 or above is achieved in the previous school year, teachers may complete a focused evaluation. A focused evaluation includes an assessment of only one of the eight criteria selected for a performance rating plus professional growth activities specifically linked to the selected criteria.

A teacher may continue with the focused evaluation for a maximum of three (3) years before returning to the comprehensive evaluation.

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 will apply:

- 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.
- School districts must observe all employees who are subject to a focused evaluation for a period of no less than sixty (60) 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:

- A. One of the eight criteria for certificated classroom teachers must be assessed in every year that a comprehensive evaluation is not required.
- B. The selected criterion must be approved by the teacher's evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention.
- C. The evaluation must include an assessment of the criterion using the instructional framework rubrics and the Superintendent of Public Instruction's approved student growth rubrics. More than one measure of student growth data must be used in scoring the student growth rubrics.
- D. 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.
 1. The teacher will be given an overall student growth impact score of Low, Average or High based on the performance score received in the student growth rubrics of the selected criteria.
 2. The District will offer professional learning time and guidance for all teachers to produce an approved "PLC Cycle of Inquiry" that satisfies the student growth requirement, defined in State Criteria for the focused evaluations.

3. Outcomes of the student growth impact rating analysis will follow the language stated in Section 6 – Comprehensive Summative Evaluation.
- E. A summative score is determined through the scoring of the instructional and student growth rubrics for the criterion selected.

SECTION 8 – Support for Basic and Unsatisfactory

- A. The Association may be notified when a continuing contract teacher is below Level 3-Proficient after the final summative conference, if authorization is provided by the teacher on the final evaluation document.
- B. When a continuing contract teacher is rated below Level 3-Proficient, the following conditions and provisions will be granted to the teacher to support his/her ~~their~~ professional development.
 1. The teacher's class size will not exceed the limits established in the Collective Bargaining Agreement between the District and the CEA.
 2. The teacher will be granted leave to observe a colleagues' instruction. The principal or evaluator will offer guidance as to the appropriate use of the leave.
- C. In the event that a continuing contract teacher with more than five (5) years of experience receives a summative evaluation score below Level 3-Proficient, the teacher must be formally observed before October 15th the following year. If the first formal observation in the following year results in ongoing and specific performance concerns, a structured support plan will be completed prior to the completion of the next comprehensive evaluation. The teacher improvement plan developed by the evaluator in conjunction with the teacher may include, but is not limited to:
 1. University coursework.
 2. Peer coaching.
 3. A District-designated and compensated mentor will be assigned to work with the employee for a minimum of four (4) weeks, four (4) hours per week.
 4. Reading material.
 5. District or ESD staff development courses.

The District will pay for any required in-service training.

SECTION 9 – Probation

At any time after October 15th, a continuing contract classroom teacher's work is rated unsatisfactory based on Section 4-State Criteria, meaning:

- Level 1; or
- Level 2 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 level 2 comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year time period,

the teacher will be placed on probation and notified in writing of the specific area(s) of deficiency along with a written reasonable program for improvement.

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 will report the same in writing to the Superintendent. The report will include the following:

- The evaluation report prepared pursuant to the provisions of Section 6-Comprehensive Evaluation above, and
- A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.

During the period of probation, the teacher may not be transferred from the supervision of the original evaluator.

The establishment of a probationary period does not adversely affect the contract status of a teacher within the meaning of RCW 28A.405.300.

Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment is contemplated by either the individual or the District.

If the Superintendent concurs with the evaluator's judgment that the performance of the teacher is unsatisfactory, the Superintendent will place the teacher in a probationary status.

1. Before being placed on probation, the CEA and the teacher will be given notice of action by the Superintendent.
2. During the period of probation, the teacher may not be transferred from the supervision of the original evaluator.
3. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment is contemplated by either the individual or the District.
4. A probationary period of sixty (60) school days will be established. Days may be added if deemed necessary to complete a 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 (5) or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th of less than Level 2. The establishment of a probationary period does not adversely affect the contract status of a teacher within the meaning of RCW 28A.405.300. The purpose of the probationary period is to give the teacher opportunity to demonstrate improvements in his or her areas of deficiency.
5. The establishment of the probationary period and the giving of the notice of deficiency to the teacher will be by the District Superintendent and need not be submitted to the Board of Directors for approval. The notice of action will contain the following information:
 - Specific areas of performance deficiencies identified from the instructional framework;
 - A suggested specific and reasonable program for improvement;
 - A statement indicating the duration of the probationary period.

A reasonable and achievable plan of improvement will be developed and will include the specific evaluative criteria that must be met, the measures and benchmarks that 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 8 provided and funded by the District, and the dates that those supports will be put in place.

Evaluation During the Probationary Period

1. At or about the time of delivery of a probationary letter, the evaluator will 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 without evidence and notification to the teacher and the CEA.
3. During the probationary period, the evaluator will 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 6 will 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 evaluator may authorize one additional certificated employee to evaluate the probationer and to aid

the teacher in improving his or her areas of deficiency. Should the evaluator not authorize such additional evaluator, the probationer may request that an additional certificated employee evaluator become part of the probationary process and this request must be implemented by including an additional experienced evaluator designated by Northwest ESD 189 and selected from a list of evaluation specialists compiled by Northwest ESD 189. Such additional certificated employee will be immune from any civil liability that might otherwise be incurred or imposed with regard to the good faith performance of such evaluation.

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.

A classroom teacher must be removed from probation if he or she has demonstrated improvement that results in a new comprehensive summative performance rating of:

- Level 2 or above for a provisional employee or a continuing contract employee with five (5) or fewer years of experience; or
- Level 3 or above for a continuing contract employee with more than five (5) years of experience.

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

Evaluator's Post-Probation Report. Unless the probationary teacher has previously been removed from probation, the evaluator will submit a written report to the Superintendent at the end of the probationary period which will identify whether the performance of the probationary teacher has improved and which will 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 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.

Action by the Superintendent. Following a review of the evaluator's post-probation report, the Superintendent will determine which course of action is proper and will take appropriate action to implement such a determination.

A teacher who fails to successfully complete the probationary process, as outlined above, may have his/her probationary period extended or may be recommended for non-renewal or termination.

Records of probation and supporting documentation for an unsatisfactory evaluation will only be maintained in the teacher's 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.

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. 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 10 – Non-Renewal (Discharge)

When a continuing contract teacher with five (5) or more years of experience receives a comprehensive summative performance rating below Level 2-Basic for two (2) consecutive years, the District will after the second Final Evaluation Conference, implement the employee notification of non-renewal (discharge) as provided in RCW.28A.405.300 or RCW 28A.405.210.

SECTION 11 – Provisional Employees

Every person employed by a school district in a teaching or other nonsupervisory certificated position will be subject to nonrenewal of employment contract as provided in RCW 28A.405.220 during the first three years of employment by such district, unless:

- A. The employee has previously completed at least two (2) years of certificated employment in another school district in the state of Washington, in which case the employee will 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 rating below Level 2-Basic on the four-level rating system during the third year of employment, in which case the employee will remain subject to the nonrenewal of the employment contract until the employee receives a Level 2-Basic rating; or
- C. The District superintendent may make a determination to remove an employee from provisional status if the employee has received a summative rating of Level 3-Proficient or Level 4-Distinguished ratings during the second year of employment by the District.

SECTION 12 – Applicability to Grievance Procedure

A teacher who is issued a notice of nonrenewal of a provisional contract, a written notice of probable cause for non-renewal, or notice of discharge by the superintendent will have ten (10) days following the receipt of said notice to file either a notice of appeal as provided by statute, or file a grievance under the Collective Bargaining Agreement between the District and the CEA.

SECTION 13 – Evaluator

No administrator, principal, or other supervisory personnel may evaluate a teacher without having received training in evaluation procedures, including the specific instructional framework and rubric contained in this agreement. All certificated classroom teachers will be evaluated by an administrator who holds a valid certificate.