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Preparing for the Teacher Evaluation Process

Successfully preparing for the teacher evaluation process requires an understanding of why few teachers are terminated, how principals stay away from the appraisal process, provisions in the master contract, terminating nontenured and tenured teachers, and upholding the teacher's dismissal. Few teachers across the nation are terminated for incompetence or resign due to unsatisfactory teaching. In fact, in many school districts, less than one percent of the total teaching staff is terminated for incompetence. Unfortunately, countless numbers of principals are too apprehensive and lack the confidence and skills to assemble the documentation to recommend a teacher's dismissal based on incompetence. Some principals are too sympathetic to criticize a teacher's unsatisfactory teaching or do not have the fortitude to recommend the firing of a teacher. Accordingly, they protect these deficient teachers by taking no steps to terminate them, and instead, allow them to transfer to other schools. Consequently, at the beginning of each school year, the "dance of the lemons" or "passing of the trash or bad apples" occurs where thousands of bad teachers are transferred from one school to another. Sadly, these substandard teachers transfer from school to school, continuing their ineffective teaching until they decide to quit or resign. As a result, principals continue to face the frustrating task of evaluating ineffective veteran teachers who have received satisfactory evaluations over the years. These frustrated principals may blame their fellow principals or their supervisors (the superintendent, the school committee, or the school district attorney) for the complicated teacher dismissal process.

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Principals Stay Away From the Teacher Dismissal Process

Principals use various strategies to avoid the complicated teacher dismissal process. A number of principals will instead employ other tactics to discourage deficient teachers, such as eliminating the teacher's assistant to make the job more complicated, reassigning a special program, or changing the teacher's schedule to a less attractive schedule—which could mean a grade-level change and an increase in class preparation. Other principals will discontinue an educational program or incorporate a subject that the teacher is unlicensed to teach in hopes that this will force the teacher to transfer to another school.

Some principals will tolerate incompetent teachers for the entire school year as long as parent or student complaints are kept to a minimum. At the end of the school year, the principal will harshly threaten the teachers with unsatisfactory evaluations if they plan to return the next school year. As a result, the teachers, fearful of losing their jobs, will transfer to other schools to continue unsuccessfully teaching, and the problem continues. Principals may be happy that incompetent teachers transfer to other schools but soon discover that the cycle continues when new ineffective teachers transfer into their schools.

Another way principals get around the difficult evaluation process is to encourage the ineffective teacher to take a medical or sabbatical leave with the anticipation that the teacher will retire at the end of the leave. Many of these teachers do not resign but quietly transfer to another school and the “dance of the lemons” goes on.

Some principals are so fearful of the teacher evaluation process that they will transfer to another school. They disapprove of the teachers' association taking an aggressive stance to keep the ineffective teacher in the classroom. A principal might feel that it is easier to transfer to another school than to be caught up in the dismissal and grievance hassles. Nevertheless, a principal's foremost responsibility is to make sure that only the best teachers are on the job at his or her school, and that includes taking the necessary steps to effectively prove that a deficient teacher should be terminated from the school district.

Master Contract Provisions

A number of contracts have imprudent and ridiculous evaluation provisions entrenched in a chunky master contract, making it nearly impossible for the principal to recommend a teacher's dismissal. These evaluation provisions are supported by complicated arbitration rulings that further compound the teacher dismissal process. For instance, if teachers receive unsatisfactory evaluations for two years in a row, they must remain at the school for three years to get remedial assistance. Principals could push ineffective teachers to transfer to another school or they could retain them and work on improving teaching skills. A busy principal does not have time in the school day to work with deficient teachers to improve their teaching skills. A *wise* principal would give the ineffective teacher a satisfactory evaluation to avoid the dismissal process and then apply pressure to force the teacher to transfer to another school.

Sadly, more than 50 percent of the students in a certain school district read below grade level; one in four third graders yearly fails the state assessment tests or fails to meet federal academic standards. The student population is plagued by high drop-out and suspension rates and low attendance and graduation rates. Unless the unsatisfactory (U-rating) evaluation provisions are negotiated out of the master contract, principals in this school district will continue thinking it is impossible to terminate a bad teacher. This school district and the teacher's association will continue to engage in open public arguments to attract attention by giving out ambiguous information about the evaluation provisions in the teacher contract. In addition, state lawmakers and district or federal courts are reluctant to intervene into a contractual agreement unless there are unlawful constitutional right infringements. Possibly the only chance for a principal to get around the provisions blocking termination of ineffective teachers is if the teachers fail basic-skills examinations or federally mandated testing, which proves that they are not highly qualified in the subject area or in some other way fail to meet state license criteria.

Terminating Tenured and Nontenured Teachers

Many principals have been told that tenure guarantees teachers lifelong teaching positions unless they are involved in criminal misconduct. In reality, both nontenured and tenured teachers can be terminated for unsatisfactory teaching. The principal is not required to compile extensive documentation to prove the *nontenured teacher* is unsatisfactory. Therefore, the principal and other evaluators must aggressively evaluate nontenured individuals for the first three years to make sure that deficient teachers are terminated before they gain tenure. In addition, principals must support each other by writing negative comments on the teacher's yearly evaluation form so that the next evaluator can use these comments to help prove the teacher is unsatisfactory. There is usually no formal board hearing to terminate a nontenured teacher; only board approval is typically required. A tenured teacher can be terminated, but it takes more work to compile the documentation to support and back up the dismissal. A principal needs to conduct numerous classroom observations, intervene to assess the teacher's performance, make improvement suggestions, provide assistance, and set a precise date for the teacher to demonstrate satisfactory performance improvement. A hearing must be held with the school committee to decide the teacher's future employment with the school district. If the committee votes to terminate the teacher, the Human Resources Department will notify the teacher in writing. If the teacher disagrees with the committee's decision, an appeal may be filed with an arbitrator according to the contract.

Nonunion School Districts

Many state statutes do not authorize school districts to engage in collective bargaining with teachers. For these nonunion school districts, the state board of education may be responsible for outlining procedures for the local educational

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agencies (LEA) to implement the course of action for the teacher evaluation. For example, the steps in the evaluation process may consist of interviews (oral or written), several formal observations, an intensive assistance plan for the teacher, and a year-end summative evaluation. The summative steps in the teacher dismissal may include a meeting with the principal, a hearing with a district hearing officer, a school board hearing, and a grievance process to appeal an adverse decision. Although some school districts may have several teacher organizations, teachers are entitled to be represented by their association or legal representatives of their choice throughout union evaluation process. Whether the school district is nonunion or union, every principal must meet just cause standards when considering teacher dismissal.

Upholding the Teacher Dismissal

Even if you think that you have a good case to terminate an ineffective teacher, you can never predict the outcome nor should you believe that it is a slam-dunk case. It is impossible to have a 100 percent guarantee that a teacher will be terminated. If you can answer “yes” to the following due process questions, the probability is great that the case for dismissal is strong:

1. Did all teachers working at the school(s) know the evaluation process for the school district?
2. Was the evaluation process consistently applied to all teachers?
3. Was the teacher treated consistently with other teachers?
4. Was the teacher singled out?
5. Did the observations include all phases of the teacher’s assignment, morning and afternoon?
6. Was there a continuous and accurately dated file of all conferences with and observations of the teacher?
7. Did the teacher receive written memoranda of concerns specifying exact deficiencies?
8. In each memorandum of concerns given to the teacher, did the teacher receive a list of specific suggestions for correcting deficiencies and ways to achieve a satisfactory level of performance?
9. Was an intensive assistance plan established and implemented for the teacher using school and district resources?
10. Was the teacher given a reasonable period to improve teaching performance?
11. Was the teacher informed in writing that failure to achieve an acceptable level of performance improvement by a specified date would result in the assurance of an unsatisfactory evaluation?

You must carefully review these just cause standards throughout the dismissal process to make sure that the teacher dismissal is not haphazard, unreasonable,

or improper to protect yourself and your district against a discrimination lawsuit based on age, gender, race, religion, or sexual orientation.

Words of Wisdom

During the teacher dismissal process, anxiety runs high between the principal and the teacher, and an indiscreet expression of opinion repeated out of context can create chaos. Above all, you must resist temptation to talk about the teacher evaluation process with other staff members in the building, especially where the dismissal process is taking place. Specifically, do not speak off the record to media or other individuals about the case. Always remember that the dismissal is a highly confidential matter between you and the respective teacher. In addition, you should avoid social relationships with any staff members and only choose confidantes outside the school environment. Accordingly, stay away from social gatherings with staff members, especially those that may involve drinking alcohol at house parties or going to bars after work hours. As a final point, never become romantically involved with a staff member, especially if you are married. This situation detracts from your ability to conduct school business in a professional manner, and rumors circulating around the school may potentially explode in the media during the dismissal hearings. Stated as empathetically as possible—value your professional reputation as a role model for students, parents, and staff, and uphold high standards in the community by showing respect for your spouse, children, and family.