

**Letter of Understanding
between
L'Anse Creuse Education Association, MEA-NEA
and
The L'Anse Creuse Public Schools Board of Education**

Re: Teacher Evaluation

The Association and the District are parties to a Collective Bargaining Agreement (CBA) covering the 2022-2025 school years. In addition to the terms and conditions of the CBA, the L'Anse Creuse Board of Education and the L'Anse Creuse Education Association hereby agree as follows:

- A. Evaluations: Beginning with the 2024-25 school year, the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:
1. Specific performance goals identified by the teacher to improve their effectiveness in the upcoming school year.
 2. An evaluation of the teacher's job performance with timely and constructive feedback.
 3. Clear approaches to measuring student growth with relevant data on student growth.
 4. Multiple rating categories that take into account student growth and assessment data or student learning objective metrics that have been negotiated with the Association.
 5. The use of student growth and assessment data or student learning objective metrics as 20% of the year-end evaluation determination. For the 2024 – 2025 school year, teachers should develop two growth measures, collaboratively determined with their evaluator, to be utilized this school year for Growth Measures #1 & #2. NWEA growth may be utilized as Growth Measure #3 if it yields better results than Growth Measures #1 or #2. Student growth is defined as an increase in measured student academic performance.
 6. A negotiated year-end evaluation form that utilizes other objective criteria for 80% of the year-end evaluation determination.
- B. Process: The negotiated Performance Evaluation system and all forms shall be available on the district website. Forms shall include a Post-observation Feedback Form, Year-End Evaluation Reporting Form, and Individual Development Plan (IDP) Form.
1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
 - a. The teacher shall be notified no later than September 30 of each year (or within two weeks for an employee hired after the start of the school year) who the administrator will be that conducts their year-end evaluation. Teachers will be evaluated by either the building principal, assistant principal or immediate supervisor. Special Education

teachers will be evaluated by the Special Education Director or building principal, assistant principal, or immediate supervisor.

- b. A meeting shall be held with the appropriate administrator and the first-year probationary teacher. This meeting shall take place within thirty (30) calendar days of each first-year probationary teacher's first day of work. The purpose of the meeting is to discuss the goal and expectation plan for the year. A written goal and expectation plan shall be presented to the teacher within ten (10) school days of the meeting. The formal individualized development plan (IDP) shall be created with input from the teacher and appropriate administrator, then finalized and presented in written form to the probationary teacher prior to the end of the probationary teacher's first year.
- c. Bargaining unit employees shall not evaluate other bargaining unit employees.
- d. Observations conducted by other bargaining unit employees shall not include any type of written feedback.
- e. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson. The lesson plan shall be available to the administrator no more than two days before the classroom observation. Unless identified as a deficiency in performance within an existing IDP, teachers will not be required to submit lesson plans to administrators except to comply with the provisions of this Section.
- f. The observation must include a review of pupil engagement in the lesson that is observed.
- g. In order to assure 1.e and 1.f above, the scheduled observation shall be no less than forty-five (45) minutes.
- h. There shall be notice of each planned scheduled observation date given to the teacher at least five (5) school days prior to the observation unless the teacher and administrator agree to a change in the timeline. Upon such notice, the teacher will provide information relative to 1.e and 1.f before the observation occurs.
- i. The evaluator shall meet with the employee before the observation for a pre-observation conference, which shall include discussion relating to explanation of the evaluation form, the employee's explanation of the activity to be observed, what specific things the evaluator will be looking for, and any concerns the employee may have.
- j. Feedback on both 1.e and 1.f will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than ten (10) school days after the observation occurred unless the teacher and administrator agree to an extension of the timeline. At the post-observation meeting, the teacher will be provided with written feedback on the observation on the post-observation feedback form. Failure to meet the ten (10) school day timeline negates this particular observation.
- k. If the evaluation includes criticism resulting from the observation, feedback must be given to the employee within ten (10) school days of such observation. The evaluator shall inform the employee of performance area(s) that need to be improved together with suggestions for improvement. An Association representative may be present at the conference at the employee's request.
- l. There shall be at least 2 classroom observations of a teacher in each school year that the teacher is evaluated and that are conducted at least 60 days apart. One evaluation shall occur in each semester of each school year.
- m. Unscheduled observations shall be no less than twenty (20) minutes.

- n. A mid-year performance update shall be provided to any teacher for whom there is a concern that he/she may be rated less than effective.
 - o. After two observations that contain concerns which may result in a less than effective rating, a teacher can request an observation by a different administrator, chosen by the district. This observation will be unannounced.
 - p. Nothing in this section will be construed to limit the ability of an administrator to walk into and observe a teacher's classroom at any time and to give feedback as to what was observed. Such walkthroughs will only be included in a year-end evaluation if all aspects of this section have been met.
2. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support."

The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher no later than May 1 of each year. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination.

3. Teachers may have an Association representative present at meetings or conferences between the teacher and the Administrator, held for the purpose of discussing a written evaluation report. Should the evaluation of a teacher prove unsatisfactory, the Association shall be made aware of that fact prior to the teacher's discussion with the administrator to review the evaluation.
4. Teachers who work less than sixty (60) days in any school year, who have an accumulated leave of absence from work during the school year amounting to a total of 50% or more of the scheduled school days in a school year, who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process, as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district. If the prior year evaluation was not conducted by the district, no rating shall be assigned.
5. Once a staggered schedule, agreed upon by the district and the Association, is created beginning in the 2024-2025 school year, if a tenured teacher has been rated "highly effective" or "effective" for the three (3) most recent consecutive year-end evaluations, they shall be evaluated every third year thereafter. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.
6. In addition to the above procedures (Sections B. 1-5), teachers who are evaluated with an IDP (received a "minimally effective", "ineffective" prior to July 1, 2024, or "needing support", or "developing" rating thereafter, and/or 1st year teachers) shall be provided the following:
 - a. Specifically identified areas that need improvement.

- b. Specific performance goals, in writing, that will be used to assist in improving effectiveness for the next school year developed in consultation with the teacher. Specific performance goals shall be measurable and observable.
 - c. Training to be provided by the district to assist the teacher in meeting the goals of the IDP.
 - d. Assistance which may include time during the school day, material, resources, and/or consultant services to assist in meeting the goals of the IDP.
 - e. A mid-year progress report, supported with at least two (2) classroom observations (for teachers rated as less than effective), or one (1) classroom observation (1st year teachers in the district) conducted consistent with Section B.1 above and completed no later than February 1, that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.
 - f. A mentor teacher.
7. Any non-compliance with the evaluation process as described above shall be subject to the grievance process.
8. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.
9. The principal's, assistant principal's, or supervisor's records or observations shall not be referred to in the official evaluation unless the records or observations have been brought to the attention of the teacher or have been placed in the personnel file.

C. Rights of Tenured Teachers:

1. A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:
- a. The teacher may request a review meeting of the evaluation and the rating to the district's superintendent. Such a request must be made in writing within 30 calendar days after the teacher is informed of the rating. Upon receipt of the request, the superintendent shall review the evaluation and rating and may make any modifications, as appropriate, based on the superintendent's review. A written response regarding the superintendent's findings must be provided to the teacher who requested the review no later than 30 calendar days after the receipt of the request of the review.
 - b. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.
 - i. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.
 - ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.

2. A tenured teacher who receives two (2) consecutive ratings of “needing support” may demand to use the grievance procedure as outlined in Article XIV.

D. Training on evaluation system, tools, and reporting forms:

1. Within the first four weeks of the school year, the district shall provide necessary training to all teachers on the evaluation system, reporting forms, and other important components of the year-end evaluation process.

This agreement is non-precedent setting and contains the entire understanding between the parties and cannot be added to, changed, deleted from, and/or, in any other way, modified without further written agreement between the parties.

L’Anse Creuse Public Schools

By: _____

Date: _____

Michael W. Van Camp
Interim Asst. Superintendent for Human Resources
L’Anse Creuse Public Schools

MEA-NEA Local 1, L’Anse Creuse

By: _____

Date: _____

Kelly McDevitt
President
L’Anse Creuse Education Association
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