## LETTER OF AGREEMENT #5 BETWEEN GRAND LEDGE PUBLIC SCHOOLS AND

## EATON COUNTY EDUCATION ASSOCIATION/ GRAND LEDGE EDUCATION ASSOCIATION, MEA/NEA

## **Re:** Teacher Evaluation

- 1. This Letter of Agreement is developed, approved and executed between the Grand Ledge Public Schools Board of Education (the "District") and the Eaton County Education Association/Grand Ledge Education Association, MEA/NEA (the "Association") to agree on terms and conditions of evaluation of teachers.
- 2. The district will adopt the Marzano evaluation tool starting in the 2025-2026 school year. During the 2024-2025 school year, a team comprised of teachers and administrators will meet monthly to map out the transition, training, and logistics of the change. The team of teachers will be chosen by GLEA in collaboration with administration.
- 3. For 2024-2025, tenured teachers will be on a triennial evaluation process that aligns with law (including those who were rated "effective" or "highly effective"). Starting in the 2024-2025 school year, those eligible tenured teachers will be split into three groups in collaboration with GLEA and administration to be on a rotating schedule.
- 4. During an evaluation year, a teacher not on an IDP will receive one formal scheduled observation, one formal unscheduled observation, and one informal unscheduled observation. Each observation will be followed by written feedback, and the formal observation will be followed by a feedback meeting within 30 calendar days of the observation. A teacher may not have more than two observations in the same trimester during the school year, and no more than one observation may occur in the third trimester. There will be no observations later than April 30.
- 5. The administrator will review the teacher's lesson plans, the state curriculum standard(s) in the lesson, and student engagement for each formal observation. For scheduled formal observations, the teacher will provide lesson plans at the time of the evaluation. Teachers will have a minimum of five school days to provide lesson plans after unscheduled formal observations.
- 6. Building goals will be made in collaboration with the school leadership team (department chairs, grade level leads, etc.) in that building. Individual goals are developed by the school administrator conducting the evaluation in consultation with the teacher.
- 7. Teachers may use data from a combination of proof for student growth to include standardized testing, long term goals set annually by grade/department level teachers. Upon mutual agreement between teacher and evaluator, and after considering MDE guidelines (student attendance rates, student mobility, teacher mobility, exceptional student-related circumstances, invalid test result), the teacher may eliminate student(s) from student progress in these rare circumstances.
- 8. Teachers shall be trained on a new evaluation tool as required by law. Teachers new to the district and hired before the beginning of the school year will be trained on the evaluation tool before school starts. Teachers hired mid-year will be trained on the evaluation tool within 30 school days of hire. Teachers who have already been trained on that evaluation tool may opt into that training if they choose to. Training will occur during contractual time unless the teacher elects to participate in the training outside of contractual time without additional pay.

- 9. If an evaluator notes a deficiency (as defined by the evaluation tool) in instruction in a year in which a tenured teacher is not being evaluated, then the evaluator will notify the teacher of the deficiency in writing, and the teacher, in consultation with the evaluator, will submit a plan with measurable goals to address the deficiency within 30 days of the notice. If the deficiency is not corrected within the timeline outlined in the plan, the evaluator may place the teacher on an IDP and evaluate the teacher annually.
- 10. The evaluator will develop an individualized development plan (IDP) with performance goals in consultation with the teacher and provide training, coaching, professional development, (during contractual time or contractual hourly rate) or other resources designed to improve the teacher's effectiveness for probationary teachers, teachers rated minimally effective, ineffective, developing/needing support, or where performance deficiencies are noted in teacher's performance. A mentor teacher will be assigned in collaboration with the teacher if the teacher desires outside assistance. A midyear progress report with at least two classroom observations conducted will be completed and shared no later than January 31.
- 11. All teachers have the right to submit a rebuttal to their evaluation, included in their personnel file, and attached to their evaluation.
- 12. Tenured teachers may appeal any non-compliance with the evaluation process, including consideration of evidence provided by the teacher as part of the evaluation process, using the grievance procedure up to and including arbitration provided the parties participate in mediation at least 30 days before arbitration. The final rating of a teacher cannot stand alone as the subject of a grievance, unless provided by law; however, it may be appealed to the superintendent. Probationary teachers may challenge the evaluation process or rating to the superintendent.
- 13. 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 request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.
  - b. If the written response does not resolve the matter, the teacher or the Association may request mediation though the Michigan Employment Relations Commission and provide a copy of that request to the administration.
    - i. The request must be submitted in writing with 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.

A tenured teacher who receives two (2) consecutive ratings of "needing support" may demand to use the grievance procedure.

- 14. If the provisions of MCL 380.1249 (including due process rights for a tenured teacher needing support) change, then the parties agree to reopen this part of the contract in order to ensure that practices adhere to current law.
- 15. The parties agree to amend article 1.1.B. to include tenured teachers that received tenure from another MI public school district or ISD that are new to GLPS will be considered probationary for the first two years of employment. Upon completion of the two years of employment with the District in a

bargaining unit position outside the coverage of the Teachers' Tenure Act, the bargaining unit member shall be treated as a tenure teacher for the purposes of administering and applying this Agreement.

16. This letter of agreement shall become effective upon the execution by the District and the Association. It is expressly understood and agreed that this Letter of Agreement does not establish a binding working condition, or obligation of either party after June 30, 2028 at its term shall expire on that date.

GRAND LEDGE PUBLIC SCHOOLS BOARD OF EDUCATION	EATON COUNTY EDUCATION ASSOCIATION/GRAND LEDGE EDUCATION ASSOCIATION
By: Who Orb	By: Mr Mazz
Its: Superint-duf	Its: Presidut
Date:	Date: 8/29/24