



Board Meeting Date: April 13, 2026

Title: Teacher Evaluation & Alternative Compensation Program Memorandum of Understanding: Reauthorization

Type: Consent

Presenter(s): Jody De St. Hubert, Director of Teaching and Learning; Libby Sandvick, Teacher Evaluation Program Facilitator

Description: Every two years the Teacher Evaluation/Alternative Compensation Memorandum Of Understanding must be reauthorized by both Edina Public Schools and the Education Minnesota Edina. According to the MOU (22.B), *“The intent of both the District and EM/E is to review and re-approve the MOU and teacher evaluation program in two-year increments. Such renewal shall occur no later than May 1 in the spring preceding the expiration of the agreement.”*

Our Teacher Evaluation program is aligned with the requirements outlined in statute for both Teacher Evaluation (122A.40) and Quality Compensation (Statute 122A.414). It is the Quality Compensation revenue that funds Teacher Evaluation.

The MOU Reauthorization Committee reviewed stakeholder data, budget projections and current practice. At this time, the committee is recommending the changes outlined in the MOU Summary of Changes document. The large impact changes are minimal, but include the addition of CPSS to the Student Learning Goal process, updating the probationary teacher descriptor subsets and moving the Site Goal incentive payment from September to June. Additional changes/adjustments to the MOU are identified in the Summary of Changes Document.

The EME Governance Board approved the reauthorization on 3/10/26.

Recommendation: Approve the Memorandum of Understanding.

Desired Outcomes from the Board: Consent to reauthorize the Memorandum of Understanding for 2026-2028.

Teacher Evaluation MOU Reauthorization Committee:

Jody De St. Hubert, Director of Teaching and Learning
Libby Sandvick, Teacher Evaluation Program Facilitator
Jason Dockter, President Education Minnesota Edina

2025-2026 Timeline:

- September - February: MOU Committee Meetings
- March 10: EM/E Governance Board Meeting - Action
- April 13: School Board Meeting - Action

PROGRAM OVERVIEW

Quality Compensation law (Q Comp) was created by Tim Pawlenty and enacted through a bipartisan agreement in the Minnesota Legislature in July 2005. It is a voluntary program that allows local districts and exclusive representatives of the teachers to design a plan that meets the four components of the law. The four components under Q Comp include Career Ladder/Advancement Options, Job-embedded Professional Development, Teacher Evaluation, and Performance Pay and Alternative Salary Schedule." (<https://education.mn.gov/MDE/dse/edev/qc/>)

Edina became a Q Comp district in 2008. In Edina, we call our Q Comp program Alternative Compensation (Alt Comp). All salaried, Title 1, and ECFE teachers (defined as a teacher in Minn. Stat. §179A.03, Subd. 18, of PELRA and the Agreement between the District and EM/E) are required to participate in the Alt Comp program, unless specifically noted otherwise. We currently have six Peer Coaches who work with the district's non-probationary teachers to fulfill program requirements. Administrators (both district- and site-level) work with probationary teachers.

As a Q Comp district, we receive \$260/student (\$169 per student in state aid and \$91 per student in board-approved levy) for the program. (Over the past three years, the state's funding has averaged 99.89%.) The program's budget is responsible for coach and facilitator salaries and benefits, performance incentives, and other minor costs associated with program implementation. Teachers are eligible for an \$1,721 incentive based upon successful completion of observations, student learning goal creation and implementation, and site goals based on standardized assessments.

In 2014, Minnesota Statute 122A.40 required all Minnesota school districts "to develop, support and improve teachers and teaching practices, improve student learning and success, and provide all enrolled students with equitable access to more effective and diverse teachers." Districts, through joint agreement with the local teacher union, must design and implement a local teacher development and evaluation model or use the state model.

Our Teacher Evaluation program is aligned with the requirements outlined in statute for both Teacher Evaluation (122A.40) and Quality Compensation (Statute 122A.414). It is the Q Comp revenue that funds Teacher Evaluation.

Every two years the Teacher Evaluation/Alt Comp MOU must be reauthorized by both Edina Public Schools and the Education Minnesota Edina. According to the MOU (22.B), *“The intent of both the District and EM/E is to review and re-approve the MOU and teacher evaluation program in two-year increments. Such renewal shall occur no later than May 1 in the spring preceding the expiration of the agreement.”*

Recommended areas with changes for reauthorization

- Site Goal Incentives: incentive payout date, assessment data, traveling teachers, teachers assigned to non public sites
- Update to the Probationary Teacher Yearly Descriptors (descriptor subsets)
- Aligning Student Learning Goals and CPSS
- Cleaning up language to better reflect best practice and address concerns raised over the period of the 2024-2026 MOU (e.g. Long term sub participation, deadlines, performance assistance, duties of Teacher Evaluation Committee, etc.).

Specifics on each large proposed change can be found in detail below:

Teacher Evaluation Memorandum of Understanding (MOU) 2026-2028

Summary of Changes

Changes	Rationale/Explanation
<p>Long-term substitute participation: Any long-term sub scheduled to work less than <u>90 days</u> one semester is not eligible nor required to participate. (4.A.b)</p> <p>A long-term sub working in the same position for <u>90 days</u> one semester or longer will participate in all elements of the program. (4.A.c)</p>	<p>This change will make it easier to track long-term substitute eligibility.</p>
<p>Teachers who leave mid-year: <u>Teachers who are terminated or resign prior to the end of the school year are not eligible for compensation as part of</u></p>	<p>This is intended to be a cost-savings to the program.</p>

<p><u>the Teacher Evaluation and Alt Comp program. (4.B.b)</u></p>	
<p>Site Goal Incentives: Teachers, including Peer Coaches, assigned to more than one site must indicate by September 30 a single site for this incentive. Teachers who do not indicate a preference shall be assigned to the site where their FTE is greatest or their home school if the FTE is equally divided among sites <u>for this incentive.</u> (5.D.b)</p>	<p>This eliminates additional tasks for teachers. With a reduction of the Site Goal (to \$1 as part of 24-26 MOU), this additional task seems unnecessary.</p>
<p>Site Goals: <u>Teachers assigned exclusively to a non-public school site are not eligible for this incentive. (5.D.d)</u></p>	<p>Non-public schools do not write site goals aligned to standardized assessments. This aligns with practice.</p>
<p>Site Goal Incentive: The District will determine no later than May <u>August 30</u> if each site has met its <u>Site Goal SIP</u> student achievement goal for the <u>current</u> previous school year. Teachers at sites that achieve this goal will receive their incentive no later than <u>June</u> September 30. If <u>Site Goal SIP</u> data is not available by <u>May 30</u> September 7, the incentive will be paid 30 days after it becomes available. (5.D.g)</p> <p><u>For sites that elect to use the MCA for their Site Goal, goal attainment will be based on preliminary MCA results. (5.D.h)</u></p>	<p>These changes will bring efficiencies to the incentive payment process. One lump payout instead of two.</p>
<p>Final Program Deadline: Change the deadline from May 30 to May 28. (7.A.h, 8.E.b, 12.K)</p>	<p>This allows teachers to be notified by May 30 if they achieve the various incentives.</p>
<p>Administrator/Supervisor “Take Over” of a Non-Probationary Teacher: When an administrator/supervisor takes over the evaluation process of a non-probationary teacher, the observations become formal until concerns are resolved (see Appendix B). <u>The administrator may conduct as many</u></p>	<p>Aligns with current practice in Edina.</p>

<p><u>observations as needed until the concern is resolved.</u> (7.B.d)</p> <p><u>When the administrator/supervisor takes over the evaluation process of a non-probationary teacher, teachers may be asked to add descriptors to their evaluation process for the year.</u> (7.B.e)</p> <p><u>When the administrator/supervisor takes over the evaluation process of a non-probationary teacher, data collection may include additional sources, but must be documented in the rubric and separately addressed with the teacher in a timely fashion.</u> (7.B.f)</p>	
<p>Probationary Teacher Descriptor Subsets: Probationary teachers will work on a subset of 'focus' descriptors associated with their particular year of probation. (9.F)</p> <ul style="list-style-type: none"> a. 1/3 Probationary Status Focus Descriptors: <u>7</u>, 2, 3, <u>5</u>, 6, <u>8</u>, 9, 11, 12, 13, 15, <u>16</u> b. 2/3 Probationary Status Focus Descriptors: 1, <u>3</u>, <u>5</u>, 6, 7, <u>8</u>, <u>9</u>, 10, 11, 13, 16 c. 3/3 Probationary Status Focus Descriptors: <u>3</u>, 4, 5, 6, 11, <u>12</u>, 13, 14, <u>15</u>, <u>16</u> <p>It is recommended that one of one (1/1) probationary teachers select a subset of performance descriptors for Alt Comp PGP incentive eligibility. (9.J)</p>	<p>After 10 years, administrators reviewed the descriptor subsets for probationary staff. The changes reflect collaboration and discussion between the administrators. Those teachers who are 1/1 will no longer have to select a subset - this was an extra task that caused confusion.</p> <p>Additionally, probationary teachers will administer a student engagement survey each year of probation (per the Standards of Proficiency for Descriptor 13).</p>
<p>Student Learning Goals (SLGs)</p> <p>SLGs may either be growth goals or <u>proficiency standards</u> goals: (12.E)</p> <p><u>Proficiency Standards</u> goals identify a level of performance that students would be expected to meet by the conclusion of the instruction. A <u>proficiency standards</u> goal is more focused on the final expected level of performance/learning <u>for all learners or a subset of learners.</u> (12.E.b)</p>	<p>The SLGs have not been revised in multiple reauthorizations. The language changes are to help with clarity. Incorporating CPSS brings greater alignment with district vision and mission.</p>

<p><u>SLGs will be aligned with the Essential Elements of Culturally Proficient School Systems (CPSS). (12.G - new)</u></p> <p><u>SLGs will be reviewed throughout the year with a teacher’s evaluator or Peer Coach. At this time, it is acceptable for the goal to be revised based on data collected to-date. (12.J new)</u></p>	
<p>Peer Coach Assignment: The ratio of non-probationary teachers to peer coach will be no more than 96-110- to-1. (13.C.b)</p>	<p>This shift is due to changing probationary demographics in the district.</p>
<p>Performance Assistance: <u>A teacher requiring an assistance plan will come off of the three-year evaluation cycle (section 6). Upon completion of their assistance plan, they will return to Year 1. (14.I new)</u></p>	<p>Aligns with current practice in Edina.</p>
<p>Remove Descriptor Definitions (Appendix A)</p>	<p>These definitions are no longer needed. The current rubric fully defines all descriptors.</p>
<p>Observation Framework: The following framework will be used for non-probationary teachers beginning in Fall, 2024. Annually, no later than June 1, the Teacher Evaluation Committee (TEC) will review the definitions of what for each component entails. The TEC may revise the definitions, as necessary, and approve such revisions by a minimum of six of the eight TEC members. Annually, these definitions will be shared with all teachers and evaluators participating in the program. (Appendix B)</p>	<p>Review of the Observation Framework is part of the bi-annual reauthorization process.</p>
<p>Student Learning Goal Rubric: <i>The following are the components of the Student Learning Goal. Annually, no later than June 1, the Teacher Evaluation Committee (TEC) will review the definitions of what for each component</i></p>	<p>Review of the SLG Rubric is part of the bi-annual MOU reauthorization process.</p>

<p>entails. The TEC may revise the definitions, as necessary, and approve such revisions by a minimum of six of the eight TEC members. Annually, these definitions will be shared with all teachers and evaluators participating in the program. (Appendix C)</p>	
<p>Teacher Evaluation Glossary of Terms (Appendix F)</p>	<p>The Glossary of Terms will be part of the Teacher Evaluation Program Packet.</p>

Memorandum of Understanding Between Edina Public Schools and Education Minnesota / Edina Teacher Evaluation and Alternative Compensation Program (“Alt Comp”)

1. Introduction

Edina Public Schools (“the District”) and Education Minnesota/Edina (“EM/E”) collaboratively have developed the following Edina Teacher Evaluation and Support Program in alignment with the Alternative Compensation Program (“Alt Comp”). These programs, which meet the requirements of Minnesota Statutes, including section 122A.40, are intended to recognize and support the skilled professionals in Edina Public Schools in their continued professional growth and development. The District and EM/E believe Edina teachers exhibit high levels of professionalism, accomplishment, and ethical conduct. Further, the District and EM/E believe that teachers perform at high levels daily, reflect regularly in order to improve student learning and deepen knowledge, and engage in continuing individual and mission-focused professional growth.

The primary goal of these programs is to increase student learning by providing teachers with support to allow them to maximize their effectiveness as teachers. It is expected that most, if not all, Edina teachers will demonstrate proficiency with the standards presented in this Memorandum.

2. Principles

The following statements reflect core values and beliefs that these programs should strive to exhibit.

- A. Professional Learning – The District and EM/E support:
 - a. a teacher evaluation program that encourages a growth mindset.
 - b. a mentorship program for teachers new to Edina.
 - c. having regular professional learning and training that is aligned with our teacher evaluation system.
 - d. professional learning that emphasizes collaboration with job-alike colleagues.

- e. professional learning related to teacher evaluation that emphasizes clarity for stakeholders in the performance criteria, evaluation process, and administrator/peer training.
 - f. a commitment to incorporating the Tools of Cultural Proficiency in the implementation of the teacher evaluation program.
 - g. a teacher evaluation system that focuses on student learning.
- B. Student Learning Assessments – The District and EM/E support:
- a. using assessments, including common assessments, developed by Edina teachers to measure student learning.
 - b. using formative and summative assessments, aligned to agreed upon standards, to evaluate student learning.
 - c. using assessments that are specific and relevant to each subject area/grade level/job position.
 - d. using student learning assessments that allow for regular monitoring throughout the year.
- C. Evaluation Criteria – The District and EM/E support:
- a. providing resources (e.g., time, materials, training, etc.) to ensure successful implementation of the teacher evaluation program.
 - b. using a variety of methods to evaluate teachers.
 - c. a model that honors the value of reflection as part of the evaluation process.
- D. Evaluators – The District and EM/E support:
- a. non probationary teachers using trained peers to provide structured feedback as part of the evaluation process.
 - b. providing thorough training for and assessment of all evaluators.
 - c. providing adequate time for evaluators to conduct observations while respecting demands on teacher time.
 - d. peer observation procedures that emphasize positive, cooperative, and collegial relationships.
- E. Teacher Support and Discipline – The District and EM/E support:
- a. providing teachers with timely, specific feedback about designated standards/goals.
 - b. providing teachers the time and resources necessary for success.
 - c. the use of collaboratively developed, specific timelines of support and assistance before any discipline for performance occurs.
 - d. helping teachers who have demonstrated persistent performance issues transition out of the district.
 - e. maintaining consistent coaching support for teachers over multiple years.

3. Funding

- A. All alternative compensation funding from the state of Minnesota and from the local alternative compensation levy shall be used exclusively for Alt Comp except that, as per Minnesota Statute, operating and administrative costs may be recovered by the District but cannot exceed more than 5 percent of the total Q Comp allocation. The Teacher Evaluation Committee shall annually recommend a specific percentage no later than April 30 for the following school year.
- B. The District may supplement the funding of Alt Comp from the general fund or other funding sources.

- C. The District will reimburse the Alt Comp budget for the per-day salary cost of Peer Coaches or the Program Facilitator when they are required to substitute for District teachers, outside of Teacher Evaluation/Alt Comp program requirements. When asked to serve in a substitute capacity, in addition to their normal salary, Peer Coaches and the Program Facilitator will be compensated at the daily sub rate or receive compensatory time due to the shift in the teacher's normal workload.
- D. Annually, the Program Facilitator and Director of Teaching and Learning will create a budget for the Teacher Evaluation and Alt Comp Programs that is aligned with the program goals and terms of this memorandum.
- E. If the State increases the per capita dollar amount of alternative compensation funding or provides dedicated funding for Teacher Evaluation and Development, the extra funds will be allocated by the Teacher Evaluation Committee with a preference given to increasing incentive payments.
- F. If the Alt Comp Fund balance exceeds \$200,000 for two years, the Teacher Evaluation Committee will evaluate the budget and budget projections to determine how to spend down the balance (to 4-5% of revenue), with a preference given to returning it to teachers in the form of a one-time payment.
- G. Any Alt Comp funds not used in one school year will automatically carry over to the following year's Alt Comp budget.

4. Participation

All teachers (defined as a teacher in Minn. Stat. §179A.03, subd. 18, of PELRA or the Agreement between the District and EM/E) are required to participate in the teacher evaluation and Alt Comp programs, unless specifically noted otherwise.

- A. Long-term substitute teachers:
 - a. The Program Facilitator will verify with Human Resources the names of long-term subs hired by the school district and number of days each long-term sub is scheduled to work.
 - b. Any long-term sub scheduled to work less than 90 days is not eligible nor required to participate. If a long-term sub who falls into this category believes there are extenuating circumstances that should allow participation, the long-term sub may appeal this decision to the Teacher Evaluation Committee.
 - c. A long-term sub working in the same position for 90 days or longer will participate in all elements of the program. The long-term sub will complete the descriptors associated with the 1/3 probationary status.
- B. Teachers who work a partial year due to late hire, severed employment, partial leave, sabbatical, parental leave, or retirement shall be eligible for all incentive payments, pro-rated based upon completion.
 - a. If a teacher did not complete their Professional Growth Plan (PGP) during the partial year, but was eligible to receive a full-year's credit, according to section 2.07 of the Agreement between the District and EM/E, upon returning the following school year the teacher may earn their performance increment if all remaining PGP requirements are successfully completed/fulfilled by September 30. In these instances,

the teacher will not earn additional incentive payments from the previous year.

- b. Teachers who are terminated or resign prior to the end of the school year are not eligible for compensation as part of the Teacher Evaluation and Alt Comp program.
- C. Teachers who hold a Tier 1 or 2 teaching license shall be eligible for incentive payments, or portions thereof, for which they are entitled according to this MOU pending successful accomplishment of the stated goals.
- D. Part-time teachers shall be eligible for all incentive payments, or portions thereof, for which they are entitled according to this MOU pending successful accomplishment of the stated goals.
- E. No teacher shall receive more than 100 percent of the full incentive amounts.
- F. The District will not award the incentive payments to probationary teachers who are non-renewed for performance issues. To deny an incentive payment, (1) the District must comply with the timelines outlined in this Memorandum providing notice to the teacher about performance concerns, and (2) the teacher must receive notice, from their administrative evaluator, that their non-renewal is for performance concerns. This notice must also be communicated to the Program Facilitator.

5. Alt Comp Incentive Components

- A. Performance Increment
 - a. Teachers who achieve their annual Professional Growth Plan in a given school year will be granted a performance increment (i.e. step) at the beginning of the subsequent school year.
 - b. Once a performance increment is achieved, it becomes a permanent part of a teacher's salary.
 - c. The values of the performance increments shall be negotiated as part of the Agreement between the District and EM/E.
 - d. As is current practice, the District and a newly hired teacher must mutually agree upon initial placement on the schedules in Appendix A & B of the Agreement between the District and EM/E.
 - e. Teachers ineligible for additional performance increments because they have already achieved the highest performance increment shall remain eligible for all other incentives.
- B. Professional Growth Plan (PGP)
 - a. The annual incentive value of the Professional Growth Plan is \$1448.
 - i. Non-probationary teachers are eligible to earn the full incentive.
 - ii. Probationary teachers are eligible to earn a pro rated incentive each of their probationary years as follows:
 - 1. Year 1 of 3: 25% of the PGP incentive
 - 2. Year 2 of 3: 50% of the PGP incentive
 - 3. Year 3 of 3: 75% of the PGP incentive
 - 4. Year 1 of 1: 75% of the PGP incentive
 - iii. Tier 1 and 2 Licensed teachers will be eligible to earn 25% of the PGP incentive. Once they earn probationary status, they will be eligible for the pro rated incentive associated with their probationary placement.

- b. Teachers shall be notified no later than May 30 whether or not they have achieved this incentive.
 - c. Teachers who achieve this incentive shall receive it no later than June 30
 - d. It is the responsibility of the peer coach or supervisor(s) to address concerns about the teacher's achievement of the PGP or SLG no later than the end of semester one. Such concerns shall be noted as early as possible in the school year to give the teacher adequate time to remedy them. In no case shall such concerns only be raised in the summative conference. No teacher shall be denied the PGP or SLG incentive if prior documentation has not occurred.
 - e. In no case shall a teacher be denied the PGP or SLG incentive if a peer coach or administrator failed to perform the required program element expectations.
 - f. For probationary teachers, it is the responsibility of the administrative evaluator to ensure program requirements are scheduled and completed in accordance with timelines outlined in this memorandum.
 - g. For non-probationary continuing contract teachers, it is the responsibility of the teacher to schedule the meetings and observations required as part of the Teacher Evaluation program.
- C. Student Learning Goal (SLG)
- a. The incentive value of the Student Learning Goals is \$272.
 - b. Teachers shall be notified no later than May 30 whether or not they have achieved this incentive.
 - c. Teachers who achieve this incentive shall receive it no later than June 30.
- D. Site Goal
- a. The Site Goal attainment incentive is \$1.
 - b. Teachers, including Peer Coaches, assigned to more than one site shall be assigned to the site where their FTE is greatest or their home school if the FTE is equally divided among sites for this incentive.
 - c. TOSAs and other teachers not assigned to work with specific sites shall have a District-wide goal as their goal for this incentive.
 - d. Teachers assigned exclusively to a non-public school site are not eligible for this incentive.
 - e. Each Site Goal shall be established annually no later than September 30 per requirements identified by the Minnesota Department of Education.
 - f. Each Site Goal shall be determined with staff input, representing multiple grade levels and/or curriculum areas. The Site Goal is part of a site's Continuous School Improvement Plan (C-SIP).
 - g. The District will determine no later than May 30 if each site has met its Site Goal for the current school year. Teachers at sites that achieve this goal will receive their incentive no later than June 30. If Site Goal data is not available by May 30, the incentive will be paid 30 days after it becomes available.
 - h. For sites that elect to use the MCA for their Site Goal, goal attainment will be based on preliminary MCA results.
 - i. EM/E may appeal the site goal incentive determination to the Teacher Evaluation Appeals Committee.

- j. For those sites that did not meet the Site Goal Student Achievement Goal for the previous year, the available funds will be used, at the discretion of the Teacher Evaluation Committee, to complete work required by the program.
- k. Teachers who do not earn their SLG incentive for the year are not eligible to receive their Site Goal incentive for that academic year.

6. Three-Year Professional Review Cycle for Non-Probationary Teachers

All non-probationary teachers will participate in a three-year Professional Growth Plan (PGP) cycle as required by state law. The purpose of the cycle is for teachers, over the course of three school years, to find meaningful ways to demonstrate that they are meeting the performance expectations of Edina teachers.

- A. The Human Resources Department and Program Facilitator will work cooperatively to track and document which teachers are in each year of the cycle.
- B. Probationary teachers moving to non-probationary status will begin the PGP cycle with year 1.
- C. In most cases, non-probationary continuing contract teachers will work with peer coaches to fulfill their Professional Growth Plans and Student Learning Goals. At least two of the annual observations shall be conducted by peer coaches.
- D. In Year Three of a teacher's evaluation cycle, a Building Administrator will conduct an observation and/or have a reflective conversation with teachers. If the observation is selected, this will count as one of the teacher's two required observations.

7. Professional Growth Plans – Non-Probationary Teachers

- A. Professional Growth Plans – Years 1-3
 - a. Evaluator: By September 1, teachers will be notified who their trained evaluator will be for the school year. When possible, the same evaluator will be assigned to a teacher for all three years of the PGP. This evaluator is the person responsible for coordinating the Teacher Evaluation and Alt Comp processes over the course of the year, including the tracking of data. Teachers will be encouraged to monitor the data tracked by their evaluator.
 - b. Plan Due Date: By October 15, teachers will develop or review a three-year plan that will allow the teachers to demonstrate they are meeting expectations with the Edina Performance descriptors. The PGP should be collaboratively developed with the trained evaluator. The teacher and evaluator must both agree to the plan.
 - c. Focus for Years 1-3: While teachers are likely engaged with most, if not all, Edina Performance descriptors across the course of a school year, teachers are encouraged to develop more deliberate plans that allow them to have a more refined focus each of the three years of the plan instead of demonstrating expectations for most areas in a single year. In

general, it is expected that a teacher will intentionally focus on one third of the performance descriptors each year.

- i. Teachers will select Descriptor 13 in year 1 including the Student Engagement Survey.
 - ii. Teachers will select Descriptor 4 in year 2. This will include a separate conference with their Peer Coach focused only on Descriptor 4.
- d. Data Gathering and Documentation: The evaluator will document evidence related to all performance descriptors. Evidence shall be compiled in a format that is transparent and available to the teacher in a reasonable manner. A teacher will also have the opportunity to provide evidence for all performance descriptors. As aligned with statute, observational notes collected by the peer coach may not be shared with a teacher's administrator.
- e. Evidence Opportunities: As part of the PGP plan, teachers may demonstrate performance, development, growth, and reflection through the following:
 - i. Formal observations: scheduled observations, with pre- and post-observation conferences
 - ii. Informal observations: drop-in, unscheduled observations or walkthroughs; may include pre- and post-observation conferences
 - iii. Portfolio evidence: assembled documentary evidence (e.g., student work, lesson plans, research, websites, correspondence, etc.)
 - iv. Surveys: survey data collected from peers, students, parents, etc.
 - v. Reflective conferences: conferences between the teacher and the evaluator in which the teacher reflects in such a manner as to demonstrate the performance descriptor
 - vi. Other: other means collaboratively developed by the teacher and evaluator
- f. Year 3 Teachers: Administrators will conduct an observation and/or have a reflective conversation with teachers in year 3 of the PGP cycle for one of the three observations. This may include purposeful reflective conversations, observations, and/or walk-throughs and debriefings.
- g. Edina Alternative Compensation Program ("Alt Comp") requirement: As long as Edina Public Schools continues to participate in Alt Comp, the following expectations are in place each year:
 - i. A teacher will have at least two observation events during the school year as articulated in the Observation Framework (Appendix A).
 1. Round 1 will be a formal observation.
 2. Round 2 Observation Pathway Options include a formal observation or mini-observations.
 - ii. A teacher must be "proficient" in at least five performance descriptors, as identified by the end-of-year PGP performance rating, to qualify for the Alt Comp PGP incentive.
 - iii. Since the Professional Growth Plan encompasses three years, a single "proficient" or "developing" for Alt Comp does not guarantee that the final PGP report will contain the same rating for the descriptor.

- h. Status Check: No later than May 28, year 1 and 2 teachers will meet with their assigned evaluators to review the status of their PGP plans. These status checks will:
 - i. Identify performance descriptors that have been formalized
 - ii. Identify evidence that has been accumulated for all performance descriptors
 - iii. Allow the teacher to reflect on performance across the year as a whole
 - iv. Allow the evaluator to identify any areas that may require additional attention/focus
 - v. Provide an opportunity to begin planning for years 2 and/or 3.
 - i. Summative Professional Growth Plan (PGP) Report: Based on the evidence collected and reflections offered over the three years of the PGP cycle, the evaluator will complete a Summative Professional Growth Plan (PGP) report. The review will be shared in a meeting between the teacher and evaluator. A teacher may appeal the results of a summative PGP report. The summative review will include:
 - i. The rubric level rating for each performance descriptor and specific rationale and/or notes for each descriptor
 - ii. An opportunity for the teacher to offer comments for each descriptor
- B. Role of the Administrator in the Non-Probationary Teacher's PGP
- a. Administrators may participate in any part of the teacher evaluation/Alt Comp process. Administrators will conduct an observation and/or have a reflective conversation with teachers in year 3 of the PGP cycle. If the observation is selected, this will count for one of the teacher's two required observations.
 - b. At any point, an administrator/supervisor may request to be the evaluator of a non-probationary teacher for whom they have performance concerns. In this case, the administrator must clearly explain the performance concerns to the teacher. In such cases, the administrator should notify the program facilitator that performance concerns necessitate that the administrator be assigned as evaluator. Administrators are encouraged to notify the facilitator prior to September 1 of these situations when possible.
 - c. During the school year, an administrator/supervisor may take over the evaluation process of any non-probationary teacher who has been disciplined. In this case, the performance concerns should be clearly presented to the TEC co-chairs.
 - d. When an administrator/supervisor takes over the evaluation process of a non-probationary teacher, the observations become formal until concerns are resolved. The administrator may conduct as many observations as needed until the concern is resolved.
 - e. When the administrator/supervisor takes over the evaluation process of a non-probationary teacher, teachers may be asked to add descriptors to their evaluation process for the year.
 - f. When the administrator/supervisor takes over the evaluation process of a non-probationary teacher, data collection may include additional sources, but must be documented in the rubric and separately addressed with the teacher in a timely fashion.

- g. When the administrator/supervisor take over involves more than one evaluator (i.e. Principal and Student Support Services admin or Principal and Assistant Principal), final PGP ratings will be determined by consensus between the evaluators.
- h. In addition to leading the formal teacher evaluation process for teachers, administrators should provide additional levels of assistance for the non-probationary continuing contract teacher as necessary.
- i. Non-probationary teachers on an assistance level (see section 14) will be assigned to an administrator/supervisor.

8. Observation Standards

- A. Each non-probationary teacher will participate in a minimum of two observations each year as articulated in the Observation Framework (see Appendix A)
- B. Each probationary teacher will participate in a minimum of three observations each year.
- C. Peer coaches shall be assigned to teachers by the Program Facilitator. A teacher may request a different peer coach through the Program Facilitator. The Program Facilitator shall attempt to honor these requests but may deny them due to staffing needs or insufficient rationale. A teacher may appeal a denied request to the Teacher Evaluation Committee (see Section 18).
- D. Pre-Observation Conference
 - a. A pre-observation conference is a meeting, usually 15-30 minutes in length, between teacher and administrator/coach.
 - b. Probationary teachers: the teacher and the administrator shall mutually schedule a pre-observation conference prior to each observation.
 - c. Non-probationary continuing contract teachers: the teacher and the peer coach shall mutually schedule a pre-observation conference prior to the first observation. For subsequent observations, pre-observation conferences shall be scheduled in a mutually agreeable format.
 - d. Pre-observation conferences should occur within three working days of the actual formal observation or first mini-observation.
 - e. The teacher is encouraged to complete a pre-observation form for each pre-observation conference. The form provides the teacher with an opportunity to state their objectives for the experience that will be observed. These objectives should align with the teacher's Professional Growth Plan (PGP).
- E. Observations
 - a. For probationary teachers, the first observation shall occur no later than November 1 and at least three observations must be completed by March 1.
 - b. For non-probationary continuing contract teachers, the first observation shall occur no later than the last day of semester 1. The observation time shall be scheduled by mutual agreement. The second observation shall occur no later than May 28.
 - c. For each observation, the peer coach or administrator will:

- i. Arrive promptly at the scheduled time, remain for the specified time, and observe the total environment.
 - ii. Gather information to help determine that the teacher is meeting the established performance descriptors.
 - iii. Try to remain inconspicuous, although under certain pre-identified circumstances, they may enter into activity with the class.
 - iv. Observe the total situation, including consideration of activities before and after the time being observed.
 - v. Objectively record what occurs during the observation.
 - d. Scheduled observations may cover a specific lesson component, an entire lesson, a class period, or a planned activity. Observations may include guided practice activities, IEP meetings (with parental consent), presentations, performances, and/or other customary job-related activities that do not necessarily find the staff member in a typical classroom setting.
 - e. Formal observations and Round 2 Pathway Options are designed to encompass approximately 30 minutes of instructional time.
 - f. When more than one administrator is assigned to a teacher, both administrators will observe formally at least once.
 - g. Administrators may conduct unscheduled observations. These observations must be followed by a post-observation conference that is scheduled at a mutually agreeable time between the administrator and teacher. In the event of an unscheduled observation, the administrator is strongly encouraged to make a brief contact with the teacher before the observation to learn the planned objectives and learning activities.
- F. Post-Observation Conference
 - a. Following each observation, the peer coach or administrator will analyze the data collected, and the teacher should reflect on what occurred during the observation or experience (non-probationary, only).
 - b. A post-observation conference should be scheduled at a mutually convenient time, but no more than three school days after the formal observation or final mini-observation. A post-observation conference is recommended to be scheduled for approximately 30 minutes. If there are performance concerns, the peer coach shall immediately address them with the teacher.
 - c. During the post-observation conference, the peer coach or administrator will share all data collected during the observation
 - d. Reflection should occur for all identified descriptors for the observation. Elements of the teacher's Professional Growth Plan and Student Learning Goals shall be identified.
 - e. Teachers, peer coaches, and administrators shall strive for open, honest exchanges while maintaining courtesy, tact, and professionalism.
 - f. All documentation required of the peer coach or administrator should be provided to the teacher at the post-observation conference. If this is not possible, the peer coach or administrator shall provide such documentation within five school days after the observation.
 - g. If a peer coach notes that a teacher needs help to meet the requirements of their Professional Growth Plan, the peer coach will work with the teacher to identify support and resources available to achieve the appropriate standards. If the peer coach continues not to

observe evidence of the components of either the teacher's Professional Growth Plan or Student Learning Goals, the peer coach shall notify the Program Facilitator of the concern as early as possible during the school year, but no later than February 1. The Program Facilitator may then reassign, no later than February 15, the teacher to the appropriate administrator for the remainder of the observation process. In such a case, the administrator shall be responsible for conducting any necessary observations and the summative SLG report with the teacher. If necessary, an administrator may develop a program, in cooperation with the teacher, to help the teacher improve performance. Subsequent observations will be related to the assistance offered and to the progress, or lack of progress, toward improvement. The Program Facilitator must be notified that such a plan has been created. The EM/E President shall be notified of all these instances.

- h. If a teacher disagrees with a decision made by a peer coach or administrator during the post-observation conference, the teacher may appeal this decision (see Section 18).

9. Professional Growth Plan – Probationary Teachers

Minnesota Statute §122A.40, subd. 5 defines probationary teachers and the District's legal obligation toward them.

- A. Probationary teachers will be evaluated by their assigned supervisor(s).
- B. Probationary teachers do not create a specific Professional Growth Plan (PGP) plan as the District expects supervisors to evaluate all aspects of a probationary teacher's performance during each year of probationary status.
- C. Supervisors must meet individually with probationary teachers in August and/or September to develop a plan to conduct a minimum of three formal observations by March 1. The first observation will occur within 90 days of the start of teaching service. During the initial meeting, the supervisor shall review the Edina Performance Descriptors with the teacher, along with the rating levels. If a supervisor wants to collect evidence via means in addition to observations, this collection should be discussed during the planning meeting as well.
- D. Because probationary teachers are new to Edina they may demonstrate a range of ratings across the performance descriptors.
- E. After three years, teachers (such as Occupational Therapists and Physical Therapists) who do not meet the statutory requirements of continuing contract, will be assigned a peer coach.
- F. Probationary teachers will work on a subset of 'focus' descriptors associated with their particular year of probation.
 - a. 1/3 Probationary Status Focus Descriptors: 2, 3, 5, 6, 8, 11, 12, 13, 15, 16
 - b. 2/3 Probationary Status Focus Descriptors: 1, 3, 5, 6, 7, 9, 10, 11, 13, 16
 - c. 3/3 Probationary Status Focus Descriptors: 3, 4, 5, 6, 11, 12, 13, 14, 15, 16
- G. One of one (1/1) probationary teachers will be evaluated on all 16 descriptors.
- H. Tier 1 and Tier 2 licensed teachers will cycle through the probationary 'focus' descriptors for years 1-3. If they maintain their Tier 1 or 2 license in years four through eight, they will continue to cycle through the 1/3, 2/3, and 3/3 'focus' descriptors until achieving probationary status. Upon receiving probationary

status, they will be assigned the 'focus' descriptors associated with their probationary placement.

- I. Administrators will review all descriptors each year with their probationary teachers and may make recommendations for renewal based on the evaluation of all descriptors.
- J. Summative reports for probationary staff will be based on focus descriptors
- K. Administrators can add descriptors to a teacher's requirement based upon current performance or performance in the previous year.
- L. For probationary teachers who are assigned multiple evaluators within a single academic year, Summative Report ratings will be determined by consensus between the evaluators.
- M. Probationary teachers are eligible for all Edina Alt Comp incentives, or portions thereof, for which they are entitled according to this MOU pending successful accomplishment of the stated goals:
 - a. PGP: A teacher must complete at least three observations and be "proficient" in at least five performance descriptors, as identified by the Summative Report ratings.
 - b. SLG: Teachers must be "proficient" in the implementation component of the SLG Rubric (see Appendix B).
 - c. Site Goal: Incentives are awarded based on their site meeting their identified student achievement goal

10. Rating Levels

The Edina teacher evaluation program shall use three rating levels. These rating levels shall be used for:

- a. rubrics for the performance descriptors
- b. the summative Professional Growth Plan (PGP) evaluation
- c. the Student Learning Goal

The rating levels and their definitions are:

Proficient: A teacher at this level demonstrates solid, expected performance, meeting and/or exceeding standards for proficiency. Experienced, professional educators primarily will be at this level.

Developing: A teacher at this level requires changes in performance to meet expectations for proficiency but overall displays patterns of professional growth that suggest improvement is likely.

No Evidence: A teacher at this level does not demonstrate evidence of the descriptor. Teachers at this level will require substantial development to meet standards for proficiency.

11. Performance Descriptors

The following are the Edina Performance Descriptors.

Edina Performance Descriptors Classroom Teachers

1. Plans instruction that helps students develop enduring skills
2. Identifies standards and learning targets for instruction and assessment
3. Uses data, including assessments of student knowledge and skills, to guide and modify planning and instruction
4. Implements current research in curriculum, content-area knowledge, and instructional practices in instructional preparation
5. Delivers instruction using a range of instructional strategies
6. Communicates high, yet attainable expectations for all students
7. Provides students various pathways to access and explore content
8. Uses a variety of methods to assess student learning
9. Provides students clear, specific, actionable feedback
10. Assists students in developing self-assessment skills
11. Creates and maintains a safe, equitable, and culturally inclusive learning environment
12. Develops and maintains clear standards of conduct
13. Engages and motivates students in the learning process
14. Promotes a culture of persistence
15. Communicates and works collaboratively with families and/or community partners
16. Communicates and works collaboratively with colleagues and other district staff

Edina Performance Descriptors Non-Classroom Teachers

Note: The language "students, families, and/or staff" is inclusive language meant to encompass all individuals who receive instruction and service from non-classroom teachers. Non-classroom teachers and evaluators should work cooperatively to determine the appropriate target group(s) for service.

1. Plans services and/or develops programs designed to meet the needs of students, families, and/or staff and are appropriate to the setting
2. Identifies standards and best practices for the delivery of service
3. Uses data from multiple sources to guide and modify planning, program development, and delivery of service
4. Uses current research in standards, cultural competence, field-specific knowledge, and applicable laws in program preparation
5. Delivers programs and services, using a range of techniques appropriate to the field
6. Communicates high, yet attainable expectations for students, families, and/or staff
7. Demonstrates flexibility in delivery of service
8. Uses a variety of methods to assess student, family, staff, and/or program growth/progress/development
9. Provides clear, specific, actionable feedback
10. Assists students, families, and/or staff to develop self-assessment skills

11. Establishes and maintains a safe, equitable, and culturally inclusive learning environment
12. Develops and maintains clear standards of conduct
13. Engages and motivates students, families, and/or staff in the educational environment
14. Promotes a culture of resilience
15. Communicates and works collaboratively with families and/or community partners
16. Communicates and works collaboratively with colleagues and other district staff

12. Student Learning Goals

- A. Each teacher will annually develop a Student Learning Goal (SLG). This program element will be used to meet the Minnesota Statute §122A.40, subd. 8(b)(9) requirement for a measurement of student learning.
- B. Teachers should have the ability to select their individual goal, recognizing that they may have two areas to work on during the year (SLG & Site Goal). The goal should align with the Site Goal and prioritize targeted growth with underserved, underrepresented populations.
- C. The goal must be developed and submitted to the teacher's assigned evaluator no later than October 15. The teacher and evaluator should discuss the goal and the teacher's rationale for the goal as part of the approval process.
 - a. Teachers who do not submit their goals by October 15 may have their SLG incentive pro rated as determined by the Teacher Evaluation Committee.
 - b. Teachers hired after the start of the school year will be expected to submit their goal within 5 weeks of hire.
- D. The assigned evaluator will review the submitted goal and either (1) approve it or (2) return it to the teacher with suggestions for revisions. If there are suggestions for revisions, the teacher and evaluator should work collaboratively to address these suggestions in the SLG. This revision process must be completed by October 15.
- E. SLGs may either be growth goals or proficiency goals:
 - a. Growth goals use (pre-)assessment data to determine where students are relative to the focus of the goal. The teacher then establishes a goal that tracks the learning growth of students from the pre-assessment to the final assessment. A growth goal is more focused on the individual growth/improvement of students.
 - b. Proficiency goals identify a level of performance that students would be expected to meet by the conclusion of the instruction. A proficiency goal is more focused on the final expected level of performance/learning for all learners or a subset of learners.
- F. SLGs may either be targeted or whole-group:
 - a. Targeted SLGs allow a teacher to focus on those students who need the most development relative to the standard chosen for the SLG. Targeted students often require additional support or more intensive instruction.

- b. Whole-group SLGs involve a teacher selecting all students in a class or set of classes who are working on the standard chosen for the SLG.
- G. SLGs will be aligned with the Essential Elements of Culturally Proficient School Systems (CPSS).
- H. An SLG will have the following components:
 - a. A goal statement
 - b. Identification of growth-focused or proficiency-focused goal (check box)
 - c. Identification of targeted or whole-group goal (check box)
 - d. The standard on which the goal/student performance is based (note – these goals may be Minnesota academic standards or national organization standards)
 - e. Implementation overview (e.g. instruction, interventions, collaboration, progress monitoring, Professional learning, check-points, etc.)
 - f. Final Data Point (e.g., means of assessment, common assessment, FAST Bridge, etc.)
- I. SLGs, in general, are expected to encompass a significant amount of the school year. For example, a year-long goal is preferable to a three-week unit goal. However, the goal and student performance should dictate the timeline.
- J. SLGs will be reviewed throughout the year with a teacher’s evaluator or Peer Coach. At this time, it is acceptable for the goal to be revised based on data collected to-date.
- K. Data related to the SLG final assessment must be shared with the assigned evaluator no later than May 28. If a later date is required, that should be approved in the teacher’s SLG plan submitted in September.
- L. The teacher and the evaluator will meet to discuss and reflect on the results of the SLG.
- M. For any SLG not rated as “proficient”, the evaluator must provide written rationale for the rating.
- N. A teacher may appeal a rubric rating of the SLG (see Section 18).
- O. As long as Edina Public Schools continues to participate in the Alt Comp program, the format of the Student Learning Goal for Alt Comp shall contain the components identified here. The incentive for the SLG in Alt Comp will continue to be awarded based on successful implementation of the SLG.
- P. SLGs, without information that identifies the teacher, may be shared within the District as a learning tool.
- Q. The Student Learning Goals shall take the place of other individual goals required of teachers, unless otherwise allowed for in the MOU.
- R. The teacher and the evaluator will meet to review the results of the SLG. This meeting may be combined with the year-end PGP status check/summative review.

13. Evaluators

- A. Assignment of Evaluators
 - a. Probationary teachers will be assigned their direct supervisor(s) as their evaluators.
 - b. Non-probationary teachers will be assigned a peer coach except in the following instances:
 - i. In the spring of a school year, an administrator/supervisor may request to be assigned a random sampling of non-probationary

teachers, preferably from PGP year 3, in the subsequent school year as a means to have a sense of the work teachers at the site are engaged in.

- ii. If an administrator/supervisor has requested to be assigned as coach for the teacher. (see section 7.B.b)
- c. Coaches and teachers will work together for a maximum of three years. After three years, the teacher will be assigned to another coach. It is our belief that working with a new coach provides teachers with additional opportunities for growth and reflection. Special considerations may be made for individuals (i.e. Immersion classes/teachers).

B. Training

- a. Both administrators/supervisors and teachers may be trained evaluators in the Edina teacher evaluation program.
- b. District administrators, coordinators, and supervisors who directly supervise probationary and non-probationary teachers must complete the required training of the Edina teacher evaluation program to be a qualified evaluator for the program.
- c. Peer coaches must complete the required training of the teacher evaluation program to be qualified evaluators for the program.
- d. The Teacher Evaluation Program Facilitator shall develop annual and ongoing training for evaluators. This training shall be required for all evaluators.
- e. The TEC shall determine criteria that evaluators must complete/demonstrate to be considered qualified. An evaluator must maintain this qualified status to complete evaluations in the Edina teacher evaluation program.

C. Peer Coaches

- a. Non-probationary teachers with a current Minnesota teaching license and at least three years of teaching/education experience are eligible to be evaluators.
- b. The ratio of non-probationary teachers to peer coach will be no more than 110- to-1.
- c. As long as Edina Public Schools continues to participate in the Alt Comp program, teacher evaluators shall serve concurrently as Alt Comp coaches. Teachers serving as evaluators and Alt Comp coaches must be hired under the process determined in Section 13.C.i.
- d. The Teacher Evaluation Committee shall recommend teacher evaluators for the subsequent school year no later than April 1 using a process that it determines.
- e. Peer coaches shall serve three-year terms. Whenever possible, terms will be staggered to ensure a balance between experienced and new coaches.
- f. Coaches may serve a maximum of two terms, but they must re-apply and interview for their positions upon completion of the first term. All terms are subject to termination upon withdrawal from the plan by either party. Peer coaches shall be considered a teacher-on-special-assignment under the terms of the Agreement between the District and EM/E.

- g. The District and EM/E agree that full-time peer coaches are the most effective option for this program. Therefore, whenever possible, peer coaches shall serve in this position full-time.
- h. The Director of Teaching and Learning shall be the supervising administrator for the peer coaches.
- i. Hiring guidelines
 - i. The District shall follow its usual posting timelines for peer coach positions.
 - ii. Hiring preference shall be given to teachers with experience in the Edina Public Schools and who have achieved non-probationary continuing contract status. If not enough candidates apply, the District and EM/E shall work together to seek qualified internal candidates before an external candidate posting occurs.
 - iii. The interview committee's size and process shall be determined by the Director of Teaching and Learning and the EM/E President. The Program Facilitator will chair the interview committee. In addition to the Program Facilitator, the committee shall have an equal number of District and EM/E representatives.
 - iv. Peer Coaches must be interviewed and hired specifically for these positions. The District may not unilaterally re-assign a teacher as a peer coach, unless the process in the Agreement between the District and EM/E for an unrequested leave of absence for a continuing contract teacher requires reassignment.
 - v. The hiring committee shall strive to create balance with the backgrounds of the peer coaches (e.g., elementary vs. secondary, curricular expertise, etc.)
- j. Peer coaches shall be assigned to as few sites as reasonable under the circumstances.
- k. Peer coaches shall be eligible for all components of Alt Comp.
- l. Peer coaches shall be paid commensurate with their placement on the schedules in Appendix A & B of the Agreement between the District and EM/E. Peer coaches may work additional days, at their pro rated daily rate of pay or for comp time, during the summer, as pre-authorized by the Director of Teaching and Learning.
- m. Peer coaches shall receive appropriate paid training in cognitive coaching and other professional learning related to district-initiatives to best support district staff. The Program Facilitator and the Director of Teaching and Learning shall coordinate the training.
- n. Peer coaches shall receive a base office (including lockable desk or filing cabinet) at the District Office.
- o. Peer coaches shall receive appropriate technology and training.
- p. If there are performance concerns about a peer coach, the Program Facilitator and the peer coach shall attempt to resolve the concerns. If no resolution is reached, the concerns shall be referred to the Director of Teaching and Learning. If the performance concerns are not resolved, the peer coach may be reassigned to a teaching position, as qualified, in the District if one is available in accordance with the process outlined in Article 6 (Unrequested Leaves of Absence) of the Agreement between the District and EM/E. A peer coach may appeal any element of this process.

- q. Upon completion of their work as a peer coach, a teacher shall be returned to the same position held prior to the assignment or, if not available, to a comparable position for which they are licensed. The peer coach shall have a placement conference with the Director of Teaching and Learning to help discern the placement for the teacher.
- r. The peer coach job description is attached to this Memorandum for information purposes (see Appendix C).

14. Performance Assistance

Non-probationary teachers who are not meeting program expectations may be placed into one of three levels of assistance.

- A. The Edina teacher evaluation program is grounded in the philosophy that teachers can improve with appropriate time and support.
- B. Teachers placed on an assistance plan shall be eligible for incentive payments, or portions thereof, for which they are entitled according to this MOU pending successful accomplishment of the stated goals.
- C. Prior to a teacher being placed in any level of assistance, the teacher should have received assistance from their evaluator. This assistance may involve directed coaching, referral to a mentor, sharing of resources, or other positive interventions.
- D. In general, teachers should begin at Level 1, meaning that areas for growth or improvement are identified proactively and require relatively moderate attention.
- E. All levels of assistance shall involve formal, written plans that describe the assistance that will be provided and the expectations for the teacher receiving the assistance.
- F. Assistance plans shall state their duration. They generally shall be for one school year.
- G. When a teacher needs an assistance plan, the appropriate administrator(s) and the teacher will work with the program facilitator to develop an assistance plan that is consistent with the requirements of this MOU. The program facilitator will notify the Teacher Evaluation Committee when teachers are placed on assistance plans, but will keep the identity of the teachers confidential.
- H. A teacher requiring an assistance plan has the right to union representation throughout the development and implementation of the plan.
- I. A teacher requiring an assistance plan will come off of the three-year evaluation cycle (section 6). Upon completion of their assistance plan, they will return to Year 1.
- J. Teachers have the right to appeal placement on any level of assistance.
- K. Level 1 Assistance
 - a. Teachers may be placed in Level 1 Assistance following these guidelines:
 - i. If a teacher has two or more performance descriptors rated as developing or 'no evidence' in the Professional Growth Plan (PGP) summative evaluation at the end of Year 3.
 - ii. During school years prior to the PGP summative evaluation, an administrator may recommend a teacher for Level I assistance by presenting a written request, including appropriate

documentation, to the TEC co-chairs, who will determine if the request shall be supported

- iii. If a teacher has two consecutive years of SLG final evaluations rated as developing or 'no evidence' (all three rubric elements rated developing or 'no evidence')
 - b. A Level 1 assistance plan will identify training and support the District will offer the teacher. Level 1 assistance plans may require observations, beyond the requirements for all teachers, for successful completion.
 - c. A teacher on a Level 1 assistance plan will be assigned an administrator/supervisor as evaluator.
 - d. If a teacher does not successfully complete the Level 1 assistance plan, the teacher may either be required to complete a second year on Level 1 or may be placed on Level 2 assistance.
- L. Level 2 Assistance
- a. Teachers may be placed in Level 2 Assistance if the expectations of the Level 1 assistance plan were not met.
 - b. A Level 2 assistance plan has a remediation focus. It will identify training and support the District will offer the teacher. It will also specify specific actions the teacher will be expected to take throughout the year to demonstrate improved performance.
 - c. Teachers on Level 2 assistance will be assigned a trained mentor. The TEC shall determine the qualifications for trained mentors. This trained mentor will serve as a confidential support for the teacher. The mentor may share information about the teacher's performance with written permission of the teacher.
 - d. A teacher on a Level 2 assistance plan will be assigned an administrator/supervisor as evaluator.
 - e. Teachers on a Level 2 assistance plan may request specific training and support. The TEC shall determine, in consultation with the evaluator, if this training and/or support will be approved and funded through Q Comp.
 - f. If a teacher does not successfully complete the Level 2 assistance plan, the teacher may either be required to complete a second year on Level 2 or may be placed on Level 3 assistance.
- M. Level 3 Assistance
- a. Teachers may be placed in Level 3 Assistance if the expectations of the Level 2 assistance plan were not met.
 - b. A Level 3 assistance plan has an intensive assistance focus. It will identify training and support the District will offer the teacher. It will also specify specific actions the teacher will be expected to take throughout the year to demonstrate improved performance.
 - c. Teachers on Level 3 assistance will be assigned a trained mentor. This trained mentor will serve as a confidential support for the teacher. The mentor may share information about the teacher's performance with written permission of the teacher.
 - d. A teacher on a Level 3 assistance plan will be assigned two administrators/supervisors as evaluators. The site administrator will serve as the lead evaluator in the assistance plan.
 - e. Teachers on a Level 3 assistance plan may request specific training and support. The TEC shall determine, in consultation with the evaluator, if

this training and/or support will be approved and funded through Q Comp.

- f. If a teacher does not successfully complete the Level 3 assistance plan, the teacher may either be required to complete a second year on Level 3 or may be recommended for discipline and/or termination. Discipline and/or termination must be in accordance with the terms of the Agreement between the District and EM/E and Minnesota statutes.

15. Professional Learning

In order for the teacher evaluation program to be successful, professional learning activities must be coordinated with the various elements of the program.

- A. Annually, teachers will be provided with a review of the basic components of the teacher evaluation program.
- B. The District will develop a multi-year plan of professional learning opportunities that address the dynamic needs of educators aligned with state mandates, state standards, technology developments, relicensure requirements, new research and the Edina Performance Descriptors.
- C. As part of annual professional learning, time will be provided to teachers to work on PGP, SLGs, and other elements of the teacher evaluation program.
- D. The Teacher Evaluation Committee may make recommendations for training opportunities and work cooperatively with the Teaching and Learning Department to deliver necessary teacher evaluation training.
- E. Professional Learning Communities (PLCs)
 - a. All teachers will have the opportunity to participate in a PLC.
 - b. Teachers may form their own collaborative teams based on common students or content standards taught. Teachers are only expected to be part of one collaborative team.
 - c. Teachers in collaborative teams will be encouraged to work on elements of their Student Learning Goals as a team, including sharing of research, the use of common assessments, and analysis of student data.
 - d. Collaborative teams will have a goal of meeting, on average, 30-60 minutes weekly during the duty day.
 - e. Collaborative team time is exclusive of prep time and duty-free lunch periods.
 - f. For those teams that cannot meet during the duty day (i.e. some specialists and non-classroom teachers), the District will help to provide scheduled time throughout the year (e.g. through professional learning days, in-service days, release time with sub coverage) for collaborative team time when possible. In addition, teams may also propose alternative options for meetings to their site supervisor for approval. Such proposals may involve compensatory time, flex time, or hourly compensation for hours outside the duty day.
 - g. Unique circumstances for creating meeting times will be agreed upon by the PLC team and the site supervisor(s) (i.e. some specialists and non-classroom teachers).

16. Teacher Induction and Mentorship

The District and EM/E believe that a strong new teacher induction and mentorship program is integral to the success of teachers new to Edina Public Schools.

- A. Teachers new to Edina Public Schools will have up to three days of new teacher training prior to the start of the school year. The focus of this training will include:
 - a. An introduction to the District
 - b. An overview of the curriculum and instructional models of the District
 - c. An introduction to the teacher evaluation program
- B. The District and EM/E will work cooperatively to develop new teacher training.
- C. Consistent with section 5.01.1 of the Agreement between the District and EM/E, teachers in their first year of teaching in the District who have less than three full years of full-time, credible teaching experience as determined by the District will be required to participate in the New To Edina Teacher training (NETT) program. These sessions will be collaboratively planned by the District and EM/E.
- D. Mentorship
 - a. Teachers in their first year in Edina will be assigned a mentor. When possible, the pairing will be based on content and level. Teachers and mentors will meet monthly for 60 minutes.
 - b. Non-probationary teachers will have the opportunity to express interest to become mentors. Building principals will select the building mentors for their site.
 - c. Mentors will receive training focused on role expectations.
 - d. Mentors will be expected to have monthly interactions and complete two observation events with their assigned teachers.
 - e. The mentor role is a one year commitment.
 - f. Mentors shall be compensated for their time either with a \$500 stipend or one comp day.

17. Teacher Evaluation Committee (TEC)

- A. The Teacher Evaluation Committee (TEC) shall have 8 members, 4 appointed by the District and 4 appointed by EM/E. Each party may use its own process to determine its members.
- B. Committee members shall serve a two-year term that runs from July 1 to June 30.
- C. The TEC shall have co-facilitators, one appointed by the District and one appointed by EM/E.
- D. The TEC shall meet regularly to fulfill its responsibilities.
- E. Responsibilities include:
 - a. Program oversight
 - b. Recommendation for the process for the hiring of evaluators
 - c. Recommendation of training for evaluators
 - d. Recommendations for faculty training
 - e. Oversight of the mentorship program
 - f. Make recommendations for revisions to the program

- g. Review annual teacher evaluation program reports for the District's School Board and EM/E's Governance Board
- F. Teacher members of the TEC will be compensated according to the amount on the Extra Service Schedule Appendix D in the Agreement between the District and EM/E.

18. Appeals Process

- A. Individuals, the District, or EM/E may use the appeals process to address concerns with evaluations, decisions, or implementation of the teacher evaluation program. A probationary teacher may not appeal their non-renewal for performance to the Teacher Evaluation Program's Appeal Committee.
- B. A request for an appeal shall be made in writing to the co-chairs of the Teacher Evaluation Committee.
 - a. Appeal requests must be submitted within the same school year (by the final duty day) of the event/decision that is being appealed.
 - b. The Teacher Evaluation Committee will confirm receipt of appeal within three duty days.
 - c. Appeal requests submitted outside of this time frame are appealed upon consensus of the co-chairs of the TEC.
- C. The TEC will review all requests to determine if the request for appeal will be forwarded to the Appeals Committee.
 - a. The TEC will review all requests as part of their monthly meetings.
 - b. When possible, the TEC will respond to requests within 21 days of receipt.
- D. The co-chairs of the TEC shall facilitate the appeals schedule and process.
- E. The appeals committee shall be composed of three District representatives, building- or district-level administrators, appointed by the superintendent, and three EM/E representatives, appointed by the EM/E President. Members of TEC shall not serve on the appeals committee. EM/E representatives shall be compensated at their pro rated rate for time outside of the duty day or contract year.
- F. When possible, the appeals committee shall meet within 21 calendar days of receipt of the written appeal. The TEC co-chairs may extend the timeline, and will notify the teacher of the change and reason for the extension.
- G. The TEC shall determine the format of appeals committee hearings.
- H. A teacher has the right to union representation at the appeals hearing.
- I. The appeals committee shall meet in private to deliberate on the appeal. The decision is by majority vote.
- J. Information in the appeal and committee deliberations shall be confidential. Members of the appeals committee shall not share this information outside of the committee.
- K. The appeals decision by the Appeals Committee is final.

19. Program Facilitation

- A. The Teacher Evaluation program shall have a full-time facilitator.
- B. The Program Facilitator shall be the primary individual responsible for the day-to-day implementation of the Teacher Evaluation program.

- C. The facilitator will also serve as the Alt Comp Facilitator as long as Edina Public School participates in the Alt Comp program.
- D. The facilitator shall be a teacher with at least three years of experience in Edina Public Schools.
- E. The Director of Teaching and Learning shall be the supervising administrator for the Program Facilitator.
- F. The District and EM/E shall each appoint three people to an interview team to recommend a candidate as program facilitator, if interviews are needed.
- G. Hiring guidelines
 - a. The District shall follow its usual posting timelines for this position.
 - b. The District shall attempt to hire the Program Facilitator from within current teacher ranks. If a qualified candidate does not apply, the District and EM/E shall work together to seek qualified internal candidates before an external candidate posting occurs.
 - c. The Program Facilitator must have a Minnesota teaching license and a minimum of five years' experience in an educational setting.
 - d. Hiring preference will be given to a teacher with experience in the Edina Public Schools and who has achieved non-probationary continuing contract status. Preference shall also be given to teachers with knowledge of both District and EM/E policies and procedures.
 - e. The Program Facilitator must be interviewed and hired specifically for this position. The District may not unilaterally re-assign a teacher as the facilitator.
- H. The Program Facilitator shall be eligible for all components of Alt Comp.
- I. The Program Facilitator shall be paid commensurate with their placement on the Salary Schedule (per the Agreement between the District and EM/E). Additionally, the Program Facilitator may be assigned Additional Services related to Teacher Evaluation, at their pro rated daily rate of pay or through comp time, up to 100 hours during the summer.
- J. The Program Facilitator shall receive appropriate paid training in cognitive coaching and other professional learning related to district-initiatives to best support district staff.
- K. The Program Facilitator shall receive a base office (including lockable desk or filing cabinet) at the District Office.
- L. The Program Facilitator shall receive appropriate technology and training through the Alt Comp budget.
- M. The Program Facilitator shall perform the observations of the peer coaches.
- N. The Program Facilitator shall work with the Department of Teaching and Learning to develop meaningful professional learning opportunities for all teachers.
- O. The Program Facilitator shall work with the Minnesota Department of Education on the implementation of the Teacher Evaluation and Alt Comp programs.
- P. The Program Facilitator may serve as a peer coach on a limited basis.
- Q. The Program Facilitator shall track all recommended changes to the program and this document. The Program Facilitator shall share these recommendations with the District and EM/E as needed.
- R. The Program Facilitator shall serve a three-year term. The district will post the position for application every three years (per section 3.12 of the Agreement between the District and EM/E). The incumbent may apply for the posting.

- S. Upon completion of their work as Program Facilitator, the teacher shall return to the same position held prior to the assignment or, if not available, to a comparable position for which they are licensed. The teacher shall have a placement conference with the Director of Teaching and Learning to help discern the best placement for the teacher.
- T. The Program Facilitator job description is attached to this Memorandum for information purposes (see Appendix D).

20. Due Process

- A. The design, research, and development of the Teacher Evaluation Program, along with its accompanying forms, are an ongoing, collaborative effort involving administrators and teachers. The process and observation tools shall be re-evaluated periodically to ensure their relevance to current practices and standards.
- B. Copies of this Memorandum shall be available to the entire staff.
- C. The Edina Public Schools Teacher Evaluation Program provides due process protection for teachers, observers, and administrators.
 - a. Teachers are provided an opportunity to respond at each reporting cycle and may request a personal conference in the event of disagreement with ratings from building supervisory personnel or Peer Coach. The appeals channel is to the Alt Comp Appeals Committee.
 - b. At all times, the teacher may have a union representative present.
 - c. All reports of unsatisfactory performance in the Teacher Evaluation Program process must be in writing, enumerate shortcomings in a specific manner, and be shared with the teacher.
 - d. Each teacher must be provided access to the file of their observation reports.
 - e. In addition, it is understood that everyone involved in the Teacher Evaluation Program is to be provided substantive due process, e.g., what is done in the observation process is intended to be fair, rational, and reasonable. The teacher who is not presently meeting job standards must be given the time, support, and opportunity to meet the standards.

21. Miscellaneous

- A. The teacher evaluation program outlined in this Memorandum shall be the sole evaluation program for teachers in the District.
- B. The District and EM/E continue to commit to the Edina Alt Comp program. We agree that the 2026-2028 Memorandum of Understanding related to Teacher Evaluation, has incorporated the Alt Comp Program's Memorandum of Understanding.

22. Terms of the Memorandum and Revisions to the MOU

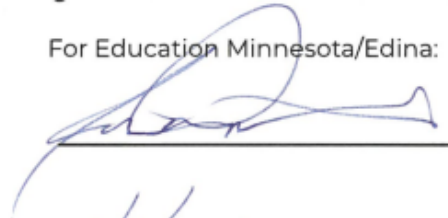
- A. This MOU shall be in effect upon ratification by both EM/E and the District through June 30, 2028. Each group shall use its own processes for approval.

- B. The intent of both the District and EM/E is to review and re-approve the MOU and teacher evaluation program in two-year increments. Such renewal shall occur no later than May 1 in the spring preceding the expiration of the agreement.
- C. During the period in which this MOU is in effect, the District, EM/E, or the Teacher Evaluation Committee may propose revisions to the MOU that could be approved by the District and EM/E as an addendum to this MOU until its date of renewal.
- D. If the Legislature makes significant changes to either Teacher Evaluation or Q Comp statutes, this teacher evaluation MOU shall immediately be opened for renegotiation between the District and EM/E. Performance increments will be granted at the start of the school year subsequent to the discontinuation of the Alt Comp program subject to the performance increment requirements of this Agreement.

For the District:

_____ Date

For Education Minnesota/Edina:



3/11/2026 Date

Appendix A

Observation Framework

The following framework will be used for non-probationary teachers

Round 1: Formal Observation

Observer: Peer Coach

Timeline: October 15 - end of Semester 1

Round 2: Observation Pathway Options

- Formal Observation
- Scheduled Mini Observations
- Flexibly Scheduled Mini Observations

Observer: Peer Coach

Timeline: Start of Semester 2 - May 28

Other Required Events

- Administrator Event in Year 3: either formal observation or a reflective conference focused on the implementation of new learning
- Descriptor 4 Conversation: Year 2
- Student Engagement Survey: Year 3

Appendix B

Student Learning Goal Rubric

The following are the components of the Student Learning Goal.

Component	Definition
Implementation	The SLG is implemented with fidelity, possibly with modifications for improvement made as appropriate throughout the year
Results	Most or all student results meet the goal
Reflection	Teacher reflection on implementation and results clearly identifies reasons for student results and suggests means to improve the implementation and/or student results in the future

Appendix C

Edina Public Schools Job Description Peer Coaches

Reports to: Director of Teaching and Learning

Purpose of Position:

The Peer Coach operates as a facilitator of the Teacher Evaluation and Alternative Compensation programs by providing expertise and knowledge to the employees participating in the program. Essential to the job responsibilities is an ability to coach teachers to reflect on their journey as related to: Edina's Vision, Mission, and Strategic Priorities.

Essential Duties and Responsibilities:

- Conducts observations of teachers for the Teacher Evaluation and Alternative Compensation programs, including all conferences of the observation cycle (planning conferences, pre-observation conferences, observations, post-observation conferences, and summative conferences.) and evaluation of Professional Growth Plans and Student Learning Goals
- Collaborates with teachers and administrators to establish action plans and evaluate a teacher's progress on their Individual Professional Review cycle
- Assists individual teachers with analysis of student achievement data
- Maintains accurate records for all assigned teachers in the Teacher Evaluation Program
- Maintains appropriate background and training in cognitive coaching and other professional learning related to district-initiatives to best support district staff
- Works with the Teacher Evaluation Program Facilitator to ensure Teacher Evaluation and Alternative Compensation policies and procedures are maintained
- Participates in and may lead professional learning opportunities for teachers. These opportunities may include cognitive coaching, peer feedback, team teaching, demonstrations, and presenting strategies to improve instruction, lesson design, and classroom management.
- Attends all training and peer coaching meetings required for the position
- Keeps current on research in the best practices associated with peer coaching and evaluation techniques.
- Provides release time for colleagues to have the opportunity to observe other colleagues
- Maximum caseload of 110 classroom teachers per coach

Required Qualifications:

- Minnesota teaching licensure
- Minimum three years teaching experience in Edina Public Schools
- Completed 1-day Edina Culturally Proficient School Systems training
- Excellent written and verbal communication skills
- Experience and training in a wide range of instructional and student management strategies preferred

Additional Information:

- Peer Coaches shall serve in their position for a three-year term and shall be considered a non-instructional position under the terms of the Agreement between the District and EM/E.

Appendix D

Edina Public Schools Job Description Teacher Evaluation and Professional Learning Facilitator

Reports to: Director of Teaching and Learning

Purpose of Position:

The Teacher Evaluation and Professional Learning Facilitator operates as a leader for the Teacher Evaluation program by providing expertise and knowledge to the employees participating in the program. This position also provides support for coordinating professional learning activities for licensed staff in the school district.

Essential Duties and Responsibilities:

- Provides leadership for the Teacher Evaluation program
- Provides coordination and support for professional learning
- Participates in the hiring of Peer Coaches
- Sets goals with, conducts observations of and evaluates Peer Coaches for the Teacher Evaluation and Alternative Compensation program, including all conferences of the observation cycle (planning conferences, pre-observation conferences, observations, post-observation conferences, and summative conferences.)
- May be assigned peer coach of teachers for the Teacher Evaluation and Alternative Compensation program as necessary
- Facilitates Teacher Evaluation and Staff Development Committee meetings
- Works to implement the goals of the Teacher Evaluation Committee
- Works with Minnesota Department of Education on issues pertinent to Teacher Evaluation and Alternative Compensation
- Coordinates the training of the Peer Coaches
- Participates in the coordination and development of staff development opportunities for the Teacher Evaluation and Alternative Compensation program
- Provides updates on Teacher Evaluation and Alternative Compensation to the School Board and District administrators, and EM/E leadership
- Coordinates the Teacher Evaluation, Alternative Compensation, and professional learning recordkeeping systems.
- Develops the staff assignment for each Peer Coach
- Maintains appropriate background and training in cognitive coaching and other professional learning related to district-initiatives to best support district staff
- Ensures compliance with all Teacher Evaluation and Alternative Compensation policies and procedures
- Works with Peer Coaches and Administrative evaluators to maintain inter-rater reliability

- Leads regular meetings of the Peer Coaches
- Keeps current on research regarding best practices for peer coaching and professional learning strategies

Required Qualifications:

- Minnesota teaching licensure
- Minimum three years teaching experience in Edina Public Schools
- Excellent written and verbal communication skills
- Experience as a coach (peer or instructional) preferred
- Experience and training in a wide range of instructional and student management strategies preferred

Additional Information:

- The Teacher Evaluation and Professional Learning Facilitator shall serve a three-year term and be considered a non-instructional position under the terms of the Agreement between the District and EM/E.