



Anchorage School District

Education Center

5530 E. Northern Lights Blvd. • Anchorage, AK 99504 • 907-742-4000 • www.asdk12.org

MEMORANDUM

TO: ASD Principals and Supervisors

FROM: Matthew Teaford, Chief Human Resources Officer

DATE: April 23, 2020

SUBJECT: PERFORMANCE EVALUATION DEADLINES

Outlined below are the deadlines and processes for employee performance evaluations. Although supervisors may be required to change their normal process for conducting meetings (via Zoom or telephonic rather than in person) with employees about their performance evaluations, deadlines and the required process for performance evaluations remain unchanged (*except for AEA, as explained below*).

Performance evaluations are an ongoing process of communication between the supervisor and the employee. This process should provide constructive dialogue and feedback about work performance; i.e., work place effectiveness and efficiencies, service, employee goals, and supervisor expectations. The purpose of the annual evaluation is to provide candid and direct feedback to the employee regarding the degree to which performance expectations are being met and provide the employee an opportunity for improvement. Employees' work performance rating shall be based on duties and responsibilities as outlined in the job description/job posting and other normal performance expectations of all District employees.

Supervisors should focus their evaluations on employees' performance occurring prior to the District closure period. Although not prohibited from considering employees' contributions during the closure period, evaluation ratings should not be reduced for any issues that arose during periods when an employee's work assignment was impacted by the closure period.

The relevant contractual provision for each group is cited for reference. Please refer to the cited contractual provisions and contact the Labor Relations office at LaborRelations@asdk12.org with any questions.

AEA § 464

As amended by Letter of Agreement (LOA) between ASD and AEA. Please see the attached LOA for additional detail and contact your Director or the Labor Relations office with any questions.

Due to the disruptions caused by the District closure period and current work conditions, some requirements for the evaluation process have been modified or waived, and evaluations for the 19/20 school year shall only consider performance and evaluative efforts occurring up to March 6, 2020.

Completion of evaluations for tenured teachers is still required, but the deadline for completing evaluations has been extended to no later than May 15, 2020.

Plan progress obligations for teachers (tenured & non-tenured) who are on a Plan of Improvement (POI) or Plan of Growth (POG), have been suspended from March 6, 2020, through August 12, 2020. This suspension does not modify the right of a supervisor to otherwise observe, document, or counsel teachers to ensure they continue to meet expectations of the profession. Plans for tenured teachers that did not reach the required 90 days' minimum duration before March 6th will continue into the 20/21 school year as described in the LOA.

Nontenured teachers may still be nonretained at the conclusion of the 19/20 school year if their job performance failed to meet standards. A separate memorandum from the Labor Relations office with guidance for providing notice of intent to recommend nonretention is available on the [Human Resources Support Central](#) page.

TOTEM § 614

Evaluations must be completed by May 15th.

If the evaluation indicates that an employee does not meet standards, the evaluator will in writing:

- outline the evaluator's expectations regarding improvement;
- indicate a time frame for improvement. If significant and continuing performance concerns persist, the issue will be addressed through progressive discipline.

Employees are required to acknowledge their evaluation by electronic signature within five (5) calendar days of receipt. If an employee has not acknowledged the electronic evaluation within the five-calendar-day time period, the evaluation shall be continued through the normal evaluation process without the employee's electronic signature. The employee has the right to add comments to the evaluation before signing it. The employee's electronic signature on the evaluation does not indicate the

employee's concurrence unless so noted. All evaluations will be electronically filed in Human Resources by July 1 of each year.

The employee may request that the evaluation be formally reconsidered. If a request for reconsideration is made within 30 calendar days of the principal's/supervisor's dated email notice of the completed evaluation, the employee shall be entitled to a meeting with the evaluator and the evaluator's supervisor for the purpose of determining whether or not reasonable grounds exist to warrant a rescission or modification of the evaluation. If such grounds are found to exist, the evaluation will be revised accordingly; otherwise, there are no further appeals available.

Employees are allowed to have a union representative in attendance whenever meetings or discussions between the principal/supervisor and the employee occur relative to performance expectations for improvement.

ACE § 506

Evaluations must be completed before the end of the employee's work year.

Supervisors and employees are expected to continue performance discussions throughout the work year. Employees will be formally evaluated at least once per year. Employees shall have their electronic evaluation completed **prior to the end of their work year**. The supervisor and employee shall **meet and discuss** the draft evaluation. The employee may request a follow-up meeting to include an ACE representative. Following the meeting and consideration of the employee's input, the supervisor shall finalize the evaluation.

The employee shall have access to a copy of the completed evaluation. The employee shall acknowledge the evaluation and note whether they agree or disagree with the evaluation. An employee who disagrees with the evaluation may prepare a written response to the evaluation which shall be attached to the evaluation. The employee will have five (5) workdays from the date of the finalized evaluation to respond to the evaluation. All evaluations will be electronically filed in Human Resources by July 1 each year.

Evaluation of ACE employees whose position requires them to have a certificate shall be in accordance with state statute and District certificated evaluation procedures. (*See AEA Evaluation Procedures*).

Exempt § 500

Administrative Procedures Manual for Exempt Employees available on [HR's Support Central](#) page.

Evaluations must be completed before May 15th, or as soon thereafter as practical.

In addition, supervisors may schedule informal progress reviews as often as they may judge necessary to ensure operational effectiveness. The performance review process is intended to accomplish four primary purposes:

1. Provide supervisory assessment of employee performance.
2. Promote two-way communication between supervisors and employees to improve productivity and to aid in the employee's professional and personal development.
3. Establish a framework within which performance deficiencies may be corrected.
4. Enhance the employee's current job skills and prepare the employee for future job opportunities.

Local 71 § 9

An evaluation will be completed each year by the District and used as a constructive tool to inform the employee of the strong and/or weak areas concerning job performance. Each employee shall receive a copy of the completed evaluation, which shall be discussed with the employee. The employee shall sign the evaluation and shall be given the opportunity to disagree by checking the "Disagree with Rating" box. If the employee disagrees with the evaluation, written comments by the employee concerning the method or areas of disagreement are required. A conference with Human Resources regarding the evaluation may be requested with the Shop Steward or Union Representative present.

Food Service § 6.10

Evaluations are due fifteen (15) workdays prior to the end of school year (~May 1).

An electronic evaluation shall be completed not less than fifteen (15) working days prior to the end of each school year by the District and used as a constructive tool to inform the employee of specific job related strengths and/or weaknesses. Evaluations will be given in a constructive manner to enhance and improve individual performance while focusing on performance and work related behaviors.

Employees are required to acknowledge their evaluation by electronic signature within five (5) workdays of receipt. If an employee has not acknowledged the electronic evaluation within the five-workday time period, the evaluation shall be continued through the normal evaluation process without the employee's electronic signature. The employee has the right to add comments to the evaluation before signing it. The employee's electronic signature on the evaluation does not indicate the employee's concurrence unless so noted. All evaluations will be electronically filed in Human Resources by July 1 of each year.

Maintenance § 9.02

Employee evaluations shall be completed annually, using standard District forms provided by the Human Resources Department, beginning in July of each year. Evaluations shall be used as a constructive tool to inform the employee of strong and/or weak areas. Supervisors may consider input from co-workers, District personnel and community members. The supervisor will indicate on the completed annual evaluation whether or not an employee is recommended for promotion. Non-recommendation for promotion will be justified and coordinated with the next senior supervisor and a written explanation will be provided to the employee upon request.

**Letter of Agreement
between the
Anchorage School District
and
Anchorage Education Association**

Member Evaluations 2019-20

The Anchorage School District ("District") and Anchorage Education Association ("AEA"), in response to the State of Alaska's declared state of emergency and mandate to provide student instruction through distance delivery, and in an effort to limit disruptions to District operations and student instruction, the parties agree to the following regarding the evaluation of members for the 2019-20 contract year.

Acknowledgments

- A. The evaluation of members is subject to state law, regulation, state waivers, Article 464 of the AEA/ASD Agreement, and the District's evaluation system.
- B. Article 464(B) sets forth a schedule for evaluation. Under that schedule, evaluations of nontenured members were completed by February 15, 2020, except in cases where deadlines were extended by mutual agreement. This LOA does not apply to or modify completed evaluations, except for those nontenured members who are currently on Plans of Improvement ("POI") or Professional Support/Plans of Growth ("POG") or who may be placed on plans due to extensions to evaluation deadlines.
- C. Under the Article 464(B) evaluation schedule, tenured member evaluations are to be completed no later than May 5, although this LOA contains an extension of that deadline to May 15. Members will have ten days to respond to the evaluation from the date the evaluator submits the evaluation. This LOA does not apply to or modify any tenured member evaluations that were completed by March 6 (the last effective date of direct student instruction), except for those tenured members who are currently on Plans of Improvement ("POI") or Professional Support/Plans of Growth ("POG").
- D. Both state regulation and Article 464 require that evaluations be based on observations of the teacher in the workplace. The Parties acknowledge that workplace observations cannot be reasonably or fairly accomplished during the period of distance delivery.

Terms

In light of the above acknowledgments, and in mutual desire to provide certainty to members regarding the 2019-20 evaluations, the Parties agree as follows:

Tenured Teachers Not Currently on a POI/POG

- 1. For those tenured teachers who are not currently on a POI/POG, it is the intent of the Parties that evaluations will be completed based upon evaluative efforts accomplished up to March 6, 2020. The Parties further agree that an extension to the evaluation

deadline for tenured teachers is appropriate to account for the disruption caused by the period of transition of instruction to distance delivery. The Parties agree that tenured teacher evaluations will be completed no later than May 15, 2020.

2. AEA agrees to waive the following contractual requirements for member evaluations, to the extent those requirements were not completed by March 6, 2020: a documented formal observation, including pre- and post-conferences as set forth in 464(B)(1) and (B)(3); two formal written observations as a precondition to expressing evaluative concern with member performance as set forth in 464(B)(2); the opportunity to provide input on the performance of colleagues and administrators as set forth in 464(B)(4); and the right to request an additional observation by a mutually acceptable different evaluator as set forth in Article 464(C)(4).
3. Work completed on 2019-20 evaluations up to March 6, 2020, including observation reports and data entered into notes fields, will be incorporated into the final evaluation by the evaluator. Any ratings of basic or unsatisfactory must be substantiated by two formal observations with pre and post conferences completed before March 6th. Any evaluation area not observed will default in the evaluation system to proficient, and the evaluator may note that the area was not observed.
4. AEA members not placed on a plan of improvement or plan of growth by March 6, 2020 may be placed on a plan only in circumstances where there was mutual agreement to extend the evaluation deadline, and this agreement for extension was reached on or before March 6, 2020.

Teachers, Tenured or Nontenured, Currently on a POI/POG

5. Plan progress obligations related to plans of improvement and plans of growth are suspended for the period March 6 through August 12, 2020. The suspension of plan obligations for both the evaluator and the member includes suspension of plan-specific components and action steps. This suspension does not modify continuing expectations applicable to all teachers that professional performance is subject to evaluative standards and the code of ethics of the teaching profession. This suspension does not modify the right of a supervisor to otherwise observe, document, or counsel the member.
6. The Parties acknowledge that Alaska law requires that a plan of improvement for tenured teachers shall last not less than 90 workdays. Plans of improvement for tenured teachers that have not reached the statutory minimum of 90 workdays as of March 6, 2020, or later in cases where evaluation timelines were extended, will continue beginning on August 13, 2020. Each plan will continue until the 90 day minimum requirement is met, or until such date as was mutually agreed upon when the plan was developed if the parties chose a longer plan period. In the event less than 30 days remain in the plan period as of August 13, 2020, the plan may be extended at the request of the member so that the plan is in place for 30 workdays beginning August 13, 2020, or for a longer period if mutually agreed. All observation and other evaluative data collected during the course of plan implementation, regardless of school year, may be relied upon by the administrator in determining satisfactory completion of the plan.

7. The Parties acknowledge that timelines for plans of growth for tenured teachers will continue for the number of workdays originally agreed upon. A new completion date will be calculated from the onset date of the plan and accounting for the interruption during the period March 6 through August 12, 2020. Timelines for plans of growth for nontenured teachers may be extended in a similar fashion upon mutual agreement.
8. The Parties acknowledge that tenured teachers on plans of improvement will have the benefit of the same improvement period and same opportunity for assistance from evaluation support coaches. The Parties also agree that any remaining funds budgeted specifically for evaluation support coaches under Article 463(D) in the 2019-20 school year shall, to the extent allowed by budget rules, be carried over to support members continuing on plans during the 2020-21 school year.
9. The Parties acknowledge that any nontenured teacher who would otherwise acquire tenure upon the first day of service in the 2020-21 school year, will not acquire tenure if placed on a Plan of Improvement on or before March 6, 2020, or later if in accordance with a mutual agreement to extend evaluation timelines. A teacher on a POI has not met the statutory requirements for tenure under AS 14.20.150. Specifically, the teacher has not received an evaluation in the most recent year of employment that indicates the teacher met the District's performance standards.
10. The Parties acknowledge that the District may nonretain nontenured teachers consistent with requirements under Alaska law and the Parties' Negotiated Agreement. Nothing in this LOA shall be interpreted as a waiver or restriction of the District's authority to nonretain nontenured teachers.

Additional Provisions

11. Members on plans of improvement that are suspended under this LOA will be eligible for July 1, 2020 step movement and educational attainment on the salary schedule. The Parties acknowledge that this is a one-time, temporary amendment to the terms of Article 110(B).
12. The Parties agree this LOA reflects mutual best efforts to address evaluatory obligations, including those in AS 14.20.149 and 4 AAC Ch. 19, while prioritizing student needs, member rights, and the safety of students, staff, and the community.
13. To the extent the State of Alaska Department of Education and Early Development requests information about this LOA, the Parties agree to cooperate in reaffirming this as their mutual intent. The Parties recognize that the Department may mandate different or additional requirements which could change the terms of this Agreement.


This Agreement is not intended to establish a precedent for any similar situations that may arise prospectively or for any other similar situations, past or pending.

The provisions of this Agreement, unless otherwise stated, shall be effective on date the signatures set forth below.

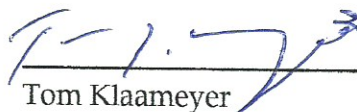
The parties agree that all other provisions of the Negotiated Agreement remain in full force and effect unless otherwise amended in this Letter of Agreement.

Entered into this 1st day of APRIL 2020.

ANCHORAGE SCHOOL DISTRICT:

 4/1/20
Matthew Teaford Date
Chief Human Resources Officer

ANCHORAGE EDUCATION ASSOC.

 4-2-20
Tom Klaameyer Date
President