

**LETTER OF AGREEMENT**  
**To Address New Labor and Employment Legislation**

Between  
Lenawee Intermediate School District (LISD)  
and the  
Lenawee Intermediate Education Association (LIEA), HLCEA, MEA/NEA

This Letter of Agreement (LOA) is entered into this 26th day of June, 2024, by and between the Lenawee Intermediate School District (the "Board") and the Lenawee Intermediate Education Association (LIEA), HLCEA, MEA/NEA (the "Association").

The Board and the Association agree to recognize that the terms and conditions of the current Collective Bargaining Agreement (CBA) dated July 1, 2023, remain in place and are not due to expire until June 30, 2026. However, due to new labor laws and employment legislation that became effective after the current CBA was ratified, the Board and Association have agreed to address the following items only in this LOA:

1. Performance evaluations
2. Current CBA Article I: Recognition and Term, Paragraph A
3. LOA expiration and other terms

**Performance evaluations:** The current performance evaluation process and tools used in 2023-2024 for all LIEA staff will continue for 2024-2025 and 2025-2026 with changes implemented for classroom teachers as required by Section 380.1249 of the Revised School Code specifically for student growth and assessment data or student learning objectives metrics to be 20% of the final evaluation score, and the final evaluation rating to be reported as required will be one of three ratings as follows: Needs Improvement, Developing, or Effective. The attached Exhibit A further illustrates the changes agreed upon.

**CBA Article I: Recognition and Term, Paragraph A.** Recognize the ~~Strike through~~ changes to current CBA Paragraph A as illustrated below.

A. The Board recognizes the Association as the sole and exclusive bargaining agent for all professional Special Education programs and services personnel, Certified Occupational Therapy Assistants, Physical Therapist Assistants, Teacher Assistants, and Health Care Assistants who assist those personnel, who are employed by the Board (does not include contracted personnel). A list of those positions that are included in and excluded from the bargaining unit are listed in Appendix I. The highlighted and italicized provisions of this Agreement do not apply to bargaining unit members whose employment is regulated by the Teachers' Tenure Act ~~and shall~~

~~instead apply only to those bargaining unit members whose employment is not regulated by that statute. In the event Michigan law pertaining to prohibited subjects of bargaining for employees whose employment is regulated by the Teachers' Tenure Act is changed, the Association may request that this Agreement be reopened for renegotiation to address whether provisions of this Agreement affected by the change should be modified.~~ Both the Board and the Association mutually agree that the highlighted and italicized provisions in this Agreement do ~~not~~ apply to all Teachers and Speech and Language Pathologists who hold a teaching certificate. Any other position subject to the Michigan Teacher's Tenure Act or that is required to hold a Michigan teacher certificate by the State of Michigan or the Board, the highlighted and italicized provisions will also ~~not~~ apply.

Expiration and other terms: The parties agree that the terms of this LOA will fully expire on June 30, 2026, with no precedent being set on any subject expressed or implied herein, and all subjects not included herein. Negotiations regarding any other recently repealed prohibited subject of bargaining except for the subjects specifically contained in this LOA will be governed by Board Policies. The parties further acknowledge that during negotiations which resulted in this LOA, each had the unlimited right and opportunity to make demands and proposals with respect any other subject matter not removed by law from the area of collective bargaining, and the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this LOA. Therefore, the Board and the Association, for the life of this LOA and current CBA, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with regard to any subject or matter not specifically referred to or covered in this LOA and current CBA, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this LOA.

Lisa Kelly LIEA Treasurer

For the Association

Deane Starnes LIEA President

For the Association

Mark W.

For the Board

Daniel J. Harno

For the Board

8.1.2024 10/3/24

Date

8.1.2024 10/3/24

Date

08.01.24

Date

8/1/2024

Date

# Exhibit A

Lenawee Intermediate School District

Lenawee Intermediate Education Association (LIEA)

Annual Performance Evaluation Rating Key and Performance Compensation Eligibility

Transition Explanation from 2023-2024 Performance Evaluation Tool/Process to 2024-2025 New Law

Current 2023-2024 Annual Performance Evaluation Tools and Process Used for All LIEA staff

**Final Annual Rating Calculation Method:**  
**Non-Teachers:** 60% Subjective Measures, 40% Objective Measures, Includes Aggregate Student Growth = 100%  
**Teachers:** 60% Subjective Measures, 40% Objective Student Growth Measures = 100%

Separate Element/ Component Scoring by Points	1 1-----1.99	2 2.00-----2.99	3 3.00-----3.99	4 4.00-----4.00
Separate Element/ Component Rating	Ineffective	Minimally Effective	Effective	Highly Effective
Combined Final Annual Rating of all Components All LIEA Staff	Ineffective	Minimally Effective	Effective	Highly Effective
Required Teacher Final Annual Rating Reported to State	Ineffective	Minimally Effective	Effective	Highly Effective
	Not Eligible for Next Year Annual Performance Compensating Increase		Eligible for Next Year Annual Performance Compensation Increase	

Ends  
June 30  
2024

Ends  
June 30  
2024

Begins  
July 1  
2024

Begins  
July 1  
2024

Separate Component/ Element Scoring by Points	1 1-----1.99	2 2.00-----2.99	3 3.00-----	4 -----4.00
Separate Element/ Component Rating	Ineffective	Minimally Effective	Effective	Highly Effective
Combined Final Annual Rating of all Components All LIEA Staff	Ineffective	Minimally Effective	Effective	Highly Effective
Required Teachers Final Annual Rating Reported to State	Needing Support	Developing	Effective	Effective
	Not Eligible for Next Year Annual Performance Compensating Increase		Eligible for Next Year Annual Performance Compensation Increase	

2023-2024 Annual Performance Evaluation Tools and Process Used for All LIEA Staff Continues with compliance of MCL - Section 380.1249 as amended and Board Policy

**Final Annual Rating Calculation Method:**  
**Non-Teachers:** 80% Non-Student Growth Measures and Aggregate Student Growth, 20% other Objective Measures = 100%  
**Teachers:** 80% Non-Student Growth Measures, 20% Objective Student Growth Measures = 100%

Final Evaluation Tool/Process Rating Calculation by %		State Rating
Rating	Range	
Highly Effective (90.01% or greater)	3.61 to 4.00	Effective
Effective (75% or greater)	3.00 to 3.60	Effective
Minimally Effective (50%-74.99%)	2.00 to 2.99	Developing
Ineffective (less than 50%)	less than 2.00	Needs Improvement

Russa Ribz, LIEA Treasurer  
 Elaine Staeger LIEA President

8-1-2024 10/3/24  
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