**Memorandum Of Understanding**

**Between**

**West St. Paul Federation of Teachers**

**And**

**Independent School District 197**

**For the 2015-2017 Contract Period**

**Teacher Development and Evaluation Joint Agreement**

**I. Purpose**

This Agreement is entered into between West St. Paul Federation of Teachers (“Union”) and Independent School District No. 197 (“District”). The Union and the District are parties to a collective bargaining agreement governing the terms and conditions of employment for teachers employed by the District, pursuant to the Public Employment Labor Relations Act (“PELRA”), Minn. Stat. §179A.01 *et*. *seq*.

Through joint agreement, the parties have developed a teacher development and evaluation plan and implementation process pursuant to the requirements of Minn. Stat. §122A.40, Subd. 8 (“TDE Plan”)**.**

The TDE Plan created by a joint Union-District committee and ratified by the Union’s general membership and adopted by the District School Board is detailed in the TDE Plan document, Teacher Development and Evaluation/ATPPS Plan dated May 2014.

**II. Term**

This Agreement will remain in effect until the parties agree to modifications or until one party notifies the other party of its intent to withdraw from the Agreement at the beginning of the next school year. Such notice must be given prior to March 15 of the school year prior to withdrawal. The Agreement will end on June 30th following the notification of withdrawal. Both parties understand that the state plan created and published by the Minnesota Department of Education (“MDE”) pursuant to Minn. Stat. §122A.40, Subd. 8(c) (“State Plan”) will be implemented at that time unless the parties agree on a successor process.

**III. Teacher**

The TDE Plan is applicable to all members of the teacher bargaining unit represented by the exclusive representative.

**IV. TDE/ATPPS Oversight Committee**

A joint Union and District TDE/ATPPS Oversight Committee (“TDE/ATPPS Oversight Committee” or “Committee”) shall be responsible for overseeing the TDE Plan and will also oversee the ATPPS plan.

1. Members. The Committee will consist of up to 12 representatives: 6 representatives of the Union are appointed by the Union President; 6 representatives of the District are appointed by the Superintendent or designee.
2. Meetings. During the school year the Committee must meet at minimum quarterly, with the option of additional meetings as needed. Summer meetings may be scheduled if necessary. If a meeting is scheduled during a school day, the District shall pay the cost of any necessary substitutes. Teachers on the Oversight Committee will be paid $41 per hour from the ATPPS budget for work performed outside the contract hours/days authorized by the Federation President and designated District Administrator.
3. Additional Duties.
4. The School District and Federation will oversee the ATPPS budget to ensure that budget expenditures are being used in compliance with the provisions of this ATPPS Agreement. Decisions that affect the budget need to be approved by the School District and Federation. Financial reports with itemization of expenditures will be available to the TDE/ATPPS Oversight Committee on a quarterly basis. Any monies not distributed at the end of a plan year will be carried over into the next plan year and be added to the available distribution of dollars for that plan year.
5. The Committee will work to ensure that communications about the TDE/ATPPS Plan to teachers and administrators occur in a timely and consistent manner.
6. The Committee will make recommendations to the District and Union on modifications to the TDE/ATPPS Plan.
7. The Committee will review any statutory changes to the requirements in Minn. Stat. §122A.40, Subd. 8 and any changes to the State Plan, if applicable, and make recommendations to the District and Union on modifications to the TDE/ATPPS Plan.
8. The Committee will discuss and address any inquiries regarding the TDE/ATPPS Plan by the MDE.

**V. Plan Modifications**

The parties agree any suggested modifications to the TDE/ATPPS Plan will be discussed at a TDE/ATPPS Oversight Committee meeting. Any modifications to the TDE/ATPPS Plan will be made by mutual agreement. Neither party may unilaterally modify the TDE/ATPPS Plan. The TDE/ATPPS Plan in effect will remain in effect until the TDE/ATPPS Oversight Committee has adopted the proposed modifications.

**VI. Posting Requirements**

The Committee will determine the appropriate electronic venue to post copies of the TDE Plan so that it is always available. Notice to all teachers and administrators must be provided electronically within ten (10) days of any changes to the TDE/ATPPS Plan.

**VII. Compensation**

Compensation for duties or positions associated with the TDE Plan and the TDE/ATPPS Oversight Committee will be paid in accordance with the ATPPS plan ($41 per hour).

**VIII. Grievabilty**

The parties agree that this Agreement and items incorporated herein will be processed in accordance with the grievance process of the collective bargaining agreement between the parties.

Signatures below signify agreement by all parties:

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For the District Date

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For the Federation Date