

**Memorandum Of Understanding  
Between  
West St. Paul Federation of Teachers  
And  
Independent School District 197  
For the 2017-2019 Contract Period**

**ALTERNATIVE TEACHER PROFESSIONAL PAY SYSTEM (ATPPS)  
AGREEMENT**

The West St. Paul Federation of Teachers and ISD 197 have agreed to implement an alternative teacher professional pay system (ATPPS).

It is agreed between ISD 197 and the West St. Paul Federation of Teachers that, for the life of this memorandum of understanding, the provisions of this MOU will serve as accepted contract language if the following conditions are met:

- If the state awards \$169.00 per pupil unit state aid from 2017 – 2019 to manage the ATPPS plan.
- If the school board levies the maximum amount allowed by law, which is \$91 per pupil unit, for 2017 - 2019.
- If the members of the West St. Paul Federation of Teachers vote to accept the terms and conditions set forth in this document.
- If the members of the Board of Education vote to accept the terms and conditions set forth in this document.

This agreement will remain in effect unless either party notifies the other party of intent to withdraw from the ATPPS plan for the next school year or financial support is withdrawn from the State. Notification of withdrawal must be by March 15.

Should either party decline to renew the MOU on ATPPS at the end of the 2018 - 2019 school year, the provisions of this MOU will cease on June 30, 2019. All performance pay and performance increment/steps earned in the 2018 - 2019 school year will be paid per this MOU.

1. The salary schedule will remain in full force and effect.
2. The value of the salary schedule will not be diminished. All teachers will move to the next increment earned during the 2018 - 2019 school year.
3. Teachers will continue to make horizontal movements according to the Master Agreement, Article VI.
4. Teachers will revert back to annual step movement as per the 2017 – 2019 Master Agreement.

## **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.

- A. **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.
- B. **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.
- C. **Additional Duties.**
  - 1. 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 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.
  - 2. The Committee will work to ensure that communications about the TDE/ATPPS Plan to teachers and administrators occur in a timely and consistent manner.
  - 3. The Committee will make recommendations to the District and Union on modifications to the TDE/ATPPS Plan.
  - 4. 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.
  - 5. The Committee will discuss and address any inquiries regarding the TDE/ATPPS Plan by the MDE.

## **Teacher Leaders:**

ATPPS dollars will support the employment of the teacher leaders listed below. The qualifications and selection process for the teacher leaders will be outlined in the official postings.

- Instructional Peer Coaches: The Instructional Peer Coaches are six (6) teachers on special assignment who will be paid at the rate commensurate with their current position as defined in the Master Agreement (one Instructional Peer Coach will be half time coach and half time program coordinator). Instructional Peer Coaches will be evaluated and eligible for an ATPPS stipend as long as this document is in effect. Instructional Peer Coaches will be assigned to a particular site by September 15 to ensure that they are eligible for site goal stipends. Instructional Peer Coaches will serve up to a three year cycle so as to ensure that they are not out of the classroom long term. The hiring process for Instructional Peer Coaches is outlined in the ATPPS application, and teachers may not be placed into these positions through implementation of Article X of the master agreement or Stranding requirements.
- Site Mentor: A Site Mentor will provide assistance and guidance to all probationary teachers at a specific building as part of the ISD 197 induction program. The stipend will be \$1000.
- ATPPS Mentor Coach: Two coaches will provide support, assistance, guidance, and coaching to Mentors. The stipend will be \$1000.
- Mentor Teacher: Any probationary teacher new to ISD 197 will be provided a mentor who will earn a stipend of \$600. A mentor's role is to provide assistance and guidance to assigned probationary teacher as part of the ISD 197 induction program.

At the end of their terms as Instructional Peer Coaches, teachers hired to be Instructional Peer Coaches will be guaranteed a return to their previous assignment for the return year if these assignments still exist. A position will be considered to still exist if there remains at least one position in the same grade level and/or department in the building. If their return creates an "excess" of teachers at that grade level or department, the teacher who filled the temporary position vacated by the peer coach may be reassigned. If no teacher filled the temporary position, then another teacher will be reassigned unless another teacher volunteers to transfer. Nothing in this section will guarantee employment that is outside of the normal layoff or termination process.

## **Training:**

- All Instructional Peer Coaches and administrators with observation duties must participate in all ATPPS training prior to observing teachers.

## **High Cycle/Non-High Cycle Teachers:**

- High Cycle teachers are continuing contract teachers who are due for evaluation by a principal on a three-year cycle.
- Non-High cycle teachers are continuing contract teachers who are not on high cycle; therefore, a principal will not evaluate them. They will be formally observed and evaluated by an Instructional Peer Coach.

## **Evaluation/Observation:**

- Probationary Teachers: will be formally observed and evaluated by district/building administrators a minimum of three times per year, including both pre- and post-observation meetings. These observations and evaluations will be based on the ISD 197 Framework for Effective Teaching.
- High Cycle Teachers: Continuing contract teachers on “high cycle” will be formally observed and evaluated two times per year by district/building administrators and once by an Instructional Peer Coach, including both pre- and post- observation meetings. Teachers may request additional observations and evaluations. These observations and evaluations will be based on the ISD 197 Framework for Effective Teaching.
- Non-High Cycle Teachers: Continuing contract teachers not on “high cycle” will be formally observed and evaluated by multiple Instructional Peer Coaches a minimum of three times per year, including both pre- and post- observation meetings. Teachers may request additional observations and evaluations. These observations and evaluations will be based on the ISD 197 Framework for Effective.

Each continuing contract teacher will be observed and evaluated at least three times, by multiple individuals, during the course of the year. A summative assessment will be created based on the cumulative ratings of at least three formal observations.

Probationary teachers shall be formally observed/evaluated by district and/or building administrators at least three times during the year. Continuing contract teachers not on high cycle shall be formally observed/evaluated by Instructional Peer Coaches at least three times during the year. Continuing contract teachers on high cycle will be observed/evaluated at least twice by a building and/or district administrator and once by an Instructional Peer Coach.

Observations for other performance, non-ATPPS purposes, is not limited or affected by this Memorandum of Understanding. Nothing in this Memorandum of Understanding limits or changes the district’s rights to observe, monitor, supervise, direct, or discipline teachers.

## **ATPPS Stipend:**

- Teachers will be paid based on the salary matrix in the Master Agreement.
- For July 1, 2013 and beyond, the ATPPS stipend consists of three parts to be awarded as soon as possible after determination of success is made.
  1. Teachers who work at a site that successfully meets its annual site goal earn \$150 in performance pay.
  2. Teachers who successfully complete their Professional Growth Plan (PGP) earn \$150 in performance pay. The PGP must include an individual student achievement goal relevant to the teacher’s area of assignment and site goal, and also include an action plan for completion. Achievement of the goal will be ascertained as follows:

- For probationary teachers, the building administrator will evaluate whether or not the teacher has achieved his or her goal.
  - For continuing contract teachers, the instructional peer coach will evaluate whether or not the teacher has achieved his or her goal.
  - For continuing contract teachers on high-cycle, the instructional peer coach and building administrator will evaluate whether or not the teacher has achieved his or her goal.
3. Teachers who earn a rating of proficient on the summative assessment report for the highest two of the three evaluations conducted during the year will earn \$1335.

Staff members employed in more than one building will be eligible for the stipend in the building in which they work the greatest FTE or if equally split between buildings, the teacher will choose a building for the stipend by September 15. Teachers who serve the non-public schools or the Branch Out program will be eligible for the site goal stipend at Henry Sibley High School. Early Childhood Family Education and Early Childhood Special Education will be considered their own sites for ATPPS purposes.

- Part time teachers will be eligible for full performance pay as long as they fully participate in all aspects (site goal, PGP, and evaluations) of the pay for performance program.

### **Performance Increment:**

To meet the requirements to receive a performance increment under the ATPPS plan:

- Continuing contract teachers must be rated proficient on the summative assessment report in the two identified domains of the ISD 197 Framework for Effective Teaching.
- Probationary teachers must be rated proficient on the summative assessment report in all domains of the ISD 197 Framework for Effective Teaching.
- A continuing contract teacher will be deemed proficient in the domain area evaluated if the teacher was rated proficient or better in 75% or more of the individual assessments under the domain area evaluated using the ISD 197 observation assessment forms. Percentage will be calculated by combining the individual assessments under the identified domain area from the two observations with the highest number of proficient and exemplary ratings. If the results of this combination results in a proficiency of 75% or more, the standard for that domain area will have been met. The same method of calculation will be used for probationary teachers except that probationary teachers must be proficient in all four domain areas and the proficiency percentage will be as follows since probationary teachers are expected to be learning, growing and improving as they approach continuing contract status:
  - 1<sup>ST</sup> year probationary teachers must be 50% proficient.
  - 2<sup>ND</sup> year probationary teachers must be 60% proficient.
  - 3<sup>RD</sup> year probationary teachers and teachers who need only one year to reach continuing contract status must reach 75% to be proficient.
- “Proficiency” may be demonstrated through ratings on the ISD 197 Framework for Effective Teachers, implementation of lesson plans, instruction, student assessment, or other means during the observation process.

**Educational Increment:**

Rules of Article VI, Section 6 of the Master Agreement will continue to apply, but will be referred to as Educational Increments instead of Column Placement.

**Data:**

- Information obtained during the course of this ATPPS process is intended to be used for the professional growth of the teacher.
- Evaluation forms completed by a District or School administrator will be kept digitally in PD Express and are considered part of an employee’s personnel file.
- All teachers’ summative assessment reports completed in PD Express are considered part of an employee’s personnel file.

**Appeals Process:**

A teacher who will be denied a performance increment and evaluation stipend based on the observation/evaluation process through the ATPPS program may request up to four additional observations or file a formal, written appeal to the Appeals Committee. The Appeals Committee shall be comprised of the ATPPS Coordinator, two district appointed representatives, and two Federation appointed representatives. The ATPPS Coordinator chairs the committee as a non-voting member. If a teacher wishes to appeal the Appeals Committee decision, he/she may do so in accordance with the standard grievance process outlined in the master agreement between the parties.

**Teacher Rights Not Covered By This Agreement:**

Nothing contained in this Agreement shall be construed to restrict or deny to any teacher rights granted under Federal, State, or other applicable laws or regulations.

**Instructional Peer Coaches:**

- If extenuating circumstances arise, an Instructional Peer Coach may opt out of the position for the next year by notifying the Director of Curriculum by February 1.
- If an Instructional Peer Coach does not meet performance expectations, he/she may be recalled from his/her position by the Director of Curriculum, Instruction, and Assessment after consultation with the Superintendent and Federation President.

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For the Federation Date

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For the District Date