

Philadelphia Education Fund

**Collective Bargaining Agreements for Teachers:
Specific Clauses from Selected Cities**

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Table of Contents

Executive Summary

Part I:	Overview and Purpose	page 1
Part II:	Comparative Charts: Specific Clauses from Selected Cities	
Question 1:	How long is the teacher day?	page 4
Question 2:	How long is the student day?	page 4
Question 3:	How many class periods are teachers required to teach?	page 6
Question 4:	How many non-teaching, preparatory periods are teachers entitled to on a weekly basis?	page 8
Question 5:	What non-teaching duties are required of teachers?	page 10
Question 6:	How are teachers evaluated?	page 13
Question 7:	What is the voluntary transfer policy?	page 16
Question 8:	What professional development opportunities are provided/required?	page 20
Part III:	Unique Ideas and Promising Practices	page 23
	Rochester excerpt: Professional expectations for teachers	page 26
	Denver excerpt: Pay for performance	page 31
	Seattle excerpt: Student achievement and teacher evaluations	page 36
	Minneapolis excerpt: Guidelines for a teacher professional development plan	page 46
	Montgomery County excerpt: Collective bargaining agreement preamble	page 48

References

Contacts

Executive Summary

This report presents an overview and highlights clauses from teacher collective bargaining agreements in ten selected cities throughout the United States. The purpose of this report is to provide objective information gleaned from the pages of formal written contracts. The clauses, or areas of the contract, chosen for comparative purposes were selected because of their actual or perceived relationship to the effective operation of the school system or local school improvement efforts. Additionally, this research was used to gain an understanding of the overall tone and trends in teacher collective bargaining agreements and identify innovative practices that may inform discussions between the School District of Philadelphia and the Philadelphia Federation of Teachers as they move toward a new working agreement.

This research does not attempt to craft an overall argument for or against a certain set of solutions to educational issues confronting the school district and teachers union. Instead, it objectively states what is revealed in teacher agreements in comparable cities. Through our contract reviews and interviews we grew increasingly aware of the contextual nature of contracts. It is, therefore, misleading to make direct comparisons between cities and across states. There are many variations in state law that limit or shape the topics that are “bargainable” between school districts and teacher unions.

In the ten teacher contracts we reviewed for this report, we found that most districts continue to make centralized decisions about issues and record those decisions in the contract. A promising trend, however, is that school-based decision making is permitted under the umbrella of “school based options” or “site based decision making” in several of the contracts. Follow-up phone calls to cities included in this research confirms two additional findings. First, when there exists a level of trust and climate of cooperation between the school district and union leadership, the importance of the formal, written contract is diminished. Second, there is often a great deal of “paper” beyond the contract. It is a common practice for districts and unions to negotiate “side bar” agreements that permit “flexibility”, or “creative problem solving”. Such flexibility may take the form of specific “waivers” to contractual clauses or simply memorialize an understanding between school and union leadership. Additionally, although most districts appear to continue to adhere to a traditional salary schedule, based upon seniority, we are seeing some innovative approaches that link salary to student achievement or provide compensation based upon leadership in professional development. Some districts have crafted special salaries for work in innovative programs or innovative schools. Others have begun work on peer review for new teachers.

In specific areas of the contracts we reviewed we found creative and promising alternatives to the voluntary transfer procedure currently in place in Philadelphia. Many cities have instituted a cap on the percentage of teachers who may transfer to or from a given school and several have developed a school based personnel review committee. It is also not uncommon for districts to protect the continuity of teaching by placing strict parameters around transfers.

The school districts included in this study were:

Baltimore
Boston
Chicago
Denver
Los Angeles Unified
New York
Pittsburgh
Rochester
Seattle
Philadelphia

Finally, this report is divided into three sections:

Part I	Overview: Purpose and Process
Part II	Comparative Charts: Specific Clauses from Selected Cities
Part II	Summary: Unique Ideas and Promising Practices

Part I

Overview: Purpose and Process

Part I

Overview: Purpose and Process

Overview

This report presents an overview and highlights clauses from teacher collective bargaining agreements in ten selected cities throughout the United States. The clauses, or areas of the contract, chosen for comparative purposes were selected because of their actual or perceived relationship to the effective operation of the school system or local school improvement. This report provides information on approaches used to address specific educational and employment issues in other cities and to gain an understanding of the overall tone and trends in teacher collective bargaining agreements in large cities.

Purpose and Process

The purpose of this review is to gain insight into the design of teacher collective bargaining agreements in large urban school districts in order to inform discussions and deliberations between the School District of Philadelphia and Philadelphia Federation of Teachers.

In December 1999, the Philadelphia Education Fund contacted the comparison cities to obtain copies of current contracts between school districts and teacher unions. The school districts included in this study were:

Baltimore
Boston
Chicago
Denver
Los Angeles Unified
Pittsburgh
New York
Rochester
Seattle
Philadelphia

Districts were selected for the following reasons:

- The school district is located in a large urban area and faces challenges and complexities similar to those found in the City of Philadelphia. (New York, Chicago, Los Angeles Unified)
- The school district and teacher union is recognized as progressive in terms of the relationship between the district and union. (Denver, Seattle, Rochester)

Researchers generated a list of questions to guide the contract review process. The following questions guided the investigation:

1. How long is the teacher day?
2. How long is the student day?
3. How many class periods are teachers required to teach?
4. How many non-teaching, preparatory periods are teachers entitled to on a weekly basis?
5. What non-teaching duties are required of teachers?
6. How are teachers evaluated?
7. What is the voluntary transfer policy?
8. What professional development opportunities are provided/required?

We were also interested in exploring any unique features or emerging trends in these collective bargaining agreements. Brief telephone interviews were also conducted with representatives in each of the cities to both ensure our accurate interpretation of the agreements and to further elucidate agreement issues. Where appropriate, answers to the above questions are charted for the reader's convenience. If a District's collective bargaining agreement did not specify an answer to a question, that District is not included in the chart. In some

instances, and particularly in Question 5 (What non-teaching duties are required of teachers?), many of the answers are provided using language directly from the contract for the sake of clarity. Finally, it should be noted that we were unable to speak to a Boston representative to verify our understanding of their agreement's information. Boston officials were in the midst of collective bargaining negotiations during the writing of this report and not able to grant us an interview.

Part II
Comparative Charts:
Specific Clauses from Selected Cities

Question 1: How long is the teacher day?

	Elementary	Middle	Secondary
Baltimore	7 hours, 30 minutes	7 hours, 20 minutes	7 hours, 20 minutes
Chicago	6 hours, 45 minutes	6 hours, 45 minutes	6 hours, 46 minutes
Denver	8 hours	8 hours	8 hours
Los Angeles	5 hours, 50 minutes	5 hours, 50 minutes	5 hours, 50 minutes
New York	6 hours, 20 minutes	6 hours, 20 minutes	6 hours, 20 minutes
Pittsburgh	6 hours, 55 minutes	6 hours, 55 minutes	6 hours, 50 minutes
Rochester	6 hours, 15 minutes	6 hours, 45 minutes	6 hours, 45 minutes
Seattle	6 hours, 30 minutes	7 hours	7 hours
Philadelphia	6 hours, 34 minutes	6 hours, 34 minutes	6 hours, 34 minutes

Question 2: How long is the student day?

	Elementary	Middle	Secondary
Baltimore	7 hours, 5 minutes	7 hours, 5 minutes	7 hours, 5 minutes
Chicago	6 hours, 15 minutes	6 hours, 15 minutes	6 hours, 16 minutes
Denver	Site based decision	Site based decision	Site based decision
Los Angeles	5 hours, 10 minutes	5 hours, 10 minutes	5 hours, 10 minutes
New York	5 hours	5 hours, 30 minutes	5 hours, 30 minutes
Pittsburgh	6 hours, ten minutes	6 hours 10 minutes	6 hours, 47 minutes
Rochester	6 hours	6 hours, 30 minutes	6 hours, 30 minutes
Seattle	6 hours	6 hours, 30 minutes	6 hours, 30 minutes
Philadelphia	6 hours, 24 minutes	6 hours, 34 minutes	6 hours, 34 minutes

Question 1 & 2 Notes

- The schedule of the teacher and student days in Denver is determined by the Collaborative Decision Making (CDM) Committee at each school and must fall within the parameters of the eight-hour work day which is mandated by the state.
- In Pittsburgh, teachers work eight hours on Teacher Interaction and Planning (TIP) Time days (once weekly between September and May).
- In Rochester, teachers are scheduled to be at their schools fifteen minutes before the start of the school day and can technically leave when their duties are finished. There is no ending time designated in the collective bargaining agreement.
- In Chicago, the length of the student and teacher days are not to exceed the times depicted in the chart. Several schools, however, organize their individual schedules differently.
- Overall, the length of time that elementary teachers are required to be in their schools ranges from five to eighty minutes longer than the students. The average length of time that teachers are required to be in their schools longer than the students is thirty-three minutes.
- The length of time teachers are required to be in their schools ranges from fifteen to fifty minutes longer than the students. Middle school teachers are required to be in their schools an average of thirty-two minutes longer than the students.
- The length of time that secondary teachers are required to be in their schools ranges from three minutes to fifty minutes longer than the students. The average length of time that teachers are required to be in their schools longer than the students is twenty-six minutes.

Question 3: How many class periods are teachers required to teach?

	Elementary	Middle	Secondary
Baltimore	Not applicable	25 per week	25 per week
Boston	240 minutes of instruction	240 minutes of instruction	240 minutes of instruction
Chicago	Not applicable	Not applicable	25 per week
Denver	Not applicable	Not applicable	Traditionally, 5 periods a day
New York	25 per week	25 per week, 22 in special junior high schools	25 per week
Los Angeles	Not applicable	25 per week	25 per week
Pittsburgh	30 per week	25 per week	25 per week
Rochester	Not applicable	25 per week	25 per week
Philadelphia	30 periods per week	Advisors, 25 periods per week; non-advisors, 28	25 periods per week

Question 3 Notes

- In Baltimore, many secondary schools are moving to block rosters and 90-minute periods; the number of periods is becoming less an indicator of teaching load than the amount of instructional time.
- The teaching load in Denver is determined by the Collaborative Decision Making (CDM) Committee at each school; the traditional secondary teaching load, however, is five teaching periods per day unless the CDM decides otherwise. Further, the teaching load at the elementary and middle school levels is based on subject, not class periods.
- In Philadelphia middle schools, the number of periods taught in a major subject is 25 or 24 depending on the number of different levels of students for whom the teacher has responsibility. Also, the number of consecutive teaching periods may be limited.
- In New York and Rochester schools can utilize site-based scheduling options, including re-organizing the school day into block rosters.
- In Seattle (not charted), teachers are required to teach a designated number of minutes per day (rather than a number of classes). The class period schedule is decided at the site level.

Question 4: How many non-teaching, preparatory periods are teachers entitled to on a weekly basis?

	Elementary	Middle	Secondary
Baltimore	One 45 minute period	Five per week	Five per week
Boston	Four per week	Five per week	Five per week
Chicago	Three to four per week	Three to four per week	Five 45 minute periods
Denver	Four hours	Four hours	Four hours
Los Angeles	150 minutes per week	Five periods	Five periods
New York	Five periods	Five periods	Five periods
Pittsburgh	Five per week	Five per week	Five per week
Rochester	Five periods	Ten periods for half a year	Ten periods for half a year
Seattle	150 minutes per week	One period per day	One period per day
Philadelphia	Five periods, seven periods for 7 th grade	Advisors, eight periods; non-advisors, six periods	Advisors, eight periods; non-advisors, six periods

Question 4 Notes

- In most of the cities, teachers are allotted four to five preparation periods per week.
- In Baltimore, elementary teachers are allotted one preparation period per week.
- In Boston, elementary teachers receive one common planning period per week.

Question 5: What non-teaching duties are required of teachers?

BALTIMORE

Teachers are required to attend one faculty meeting per month for no more than one hour in length. Teachers are required to attend three parent/teacher organization meetings a year. The Board acknowledges that a teacher's primary responsibility is to teach and that his energies should be utilized to that end.

BOSTON

The (collective bargaining) parties agree that the current practice of assigning teachers to non-teaching duties is uneconomical, and as a result are working toward limiting teacher participation in lunch duty, traffic duty, money collection and so on.

CHICAGO

High School teachers are assigned one 45 minute advisory period, one 45 minute advisory prep period, one 45 minute staff development period and one 45 minute teacher collaboration period. In addition, teachers are urged to participate in two report card pick up days during each school year. They are non-student attendance days for which the hours are 12:00 noon to 6:00pm and include a 45 minute duty-free meal period.

DENVER

Assignment of teachers to non-teaching duties not done by aides will be rotated so that no teacher will have the same assignment for more than four consecutive semesters unless the teacher agrees to such assignment. Reassignment to such non-teaching duty can only be after an interim of at least two consecutive semesters.

LOS ANGELES

No employee shall be expected to attend more than three such meetings (faculty, departmental, grade level, staff development, committee) per school month, plus three additional meetings during the school year (but not more than four in any month). These meetings, except in special circumstances or emergencies, should not exceed one hour in duration.

LOS ANGELES cont'd

It is understood that all full-time classroom teachers at a particular school or center (excluding those in the Division of Adult and Career Education) shall be assigned a minimum on-site duty obligation of uniform duration, but may have differing class schedules, hours of assignment and starting times.

Other professional duties include the following examples: instructional planning; preparing lesson plans in a format appropriate to the teacher's assignment; preparing and selecting instructional materials; reviewing and evaluating the work of pupils; communicating and conferring with pupils, parents and administrators; maintaining appropriate records; providing leadership and supervision of student activities; supervising pupils both within and outside of the classroom; supervising teacher aides when assigned.

NEW YORK

Only those non-teaching duties considered administrative assignments, such as tutoring, departmental meeting, and meetings with parents are required of teachers.

PITTSBURGH

Teachers in middle schools shall normally be scheduled...the modular equivalent of one period to be utilized (for example) for in-service training, planning, conferences, tutorial work duties and study assistance. At the high school level, teachers shall meet weekly for Teacher Interaction and Planning (TIP) time.

ROCHESTER

In Rochester, at the secondary level non-teaching duties are scheduled at the rate of five per week for one semester and at the rate of ten per week for the other semester.

SEATTLE

The non-teaching duties are site specific and are shared among the teaching staff.

PHILADELPHIA

To the extent possible, teachers shall be relieved of non-teaching duties such as hall patrol, lunchroom, locker room, lavatory, clerical and yard duties.

Question 5 Notes

- Across the selected cities, agreements describe non-teaching duties in a variety of ways ranging from tutoring, departmental meetings, parent meetings and supervising teacher aides to supervising student activities.
- Baltimore specifically stipulates that teachers will not be expected to participate in activities such as cafeteria and playground duty, detention duty and lavatory duty.
- In three of the comparative cities, teachers' rosters include "administrative" or "duty" periods in addition to classroom instruction and preparation periods.

Question 6: How are teachers evaluated?

BALTIMORE

The contract states that a revised teacher evaluation policy will be implemented after review by the CEO and Board; generally speaking the evaluations are performance based. That revision was ongoing at the time of this report.

BOSTON

All staff will generally be evaluated formally every two years. An administrator may also evaluate a staff member if assistance, supervision or intervention are deemed appropriate based on informal observation.

CHICAGO

Both probationary and tenured teachers are provided efficiency ratings by principals. Regularly tenured teachers are graded once yearly except for those who are graded “unsatisfactory”. Effective with the 2000-2001 school year, tenured teachers rated “excellent” will be rated once every two years. Tenured teachers rated “satisfactory” will be rated yearly. Only principals that have been in their buildings for at least five months can evaluate tenured teachers.

DENVER

Appraisals for probationary teachers are conducted by the principal on a semester basis. Non-probationary appraisals are conducted by the principal once every three years.

LOS ANGELES

Administrator conducts appraisals for qualifying and probationary teachers once every academic year. Administrators conduct appraisals for permanent teachers once every other year.

NEW YORK

New teachers are evaluated based on assessment/evaluation procedures jointly developed with the union. Tenured teachers can choose between setting annual goals and objectives with the supervisor or the traditional classroom observation with principal.

PITTSBURGH

Non-tenured teachers are rated on a semi-annual basis; tenured teachers are rated on an annual basis.

ROCHESTER

New teachers must have a minimum of three observations and one evaluation annually. Veteran teachers can choose annual or summative appraisals.

SEATTLE

New teachers must be evaluated at least twice. For veteran teachers, performance cycles are four years in length. Additionally, veteran teachers may opt for the Professional Growth Option (PGO) after four years and satisfactory ratings. In the PGO, teachers develop their own set of goals and objectives which must be tied to the school's improvement plan. The PGO is shared with the principal and colleagues and the work of the plan is assessed by the teacher and principal at the end of the year. Teachers may be removed from the PGO if their progress is deemed unsatisfactory. Seattle is also in the first year of having teachers meet with principals at the beginning of the year to discuss individual plans for how the teacher's work will help improve student academic achievement.

PHILADELPHIA

New teachers are rated semi-annually by principals conducting classroom observations. Tenured teachers are rated annually in the same manner. Tenured teachers who have been rated unsatisfactory on an annual evaluation may be rated semi-annually for a period of three years.

Question 6 Notes

- Most cities differentiate between new (probationary) and veteran teachers in terms of assessment.
- Several of the comparative cities have initiated multi-year performance cycles for veteran staff (permanent teachers). In Denver, for example, veteran teachers with satisfactory appraisal reports are evaluated once every three years.
- In New York City, satisfactory tenured teachers may choose between setting annual goals and objectives with the supervisor and the traditional classroom observation.
- In New York City and Rochester, the teachers' union collaborated on evaluation of new (probationary) teachers.
- Seattle is working toward explicitly tying student achievement to teacher performance.

Question 7: What is the voluntary transfer policy?

BALTIMORE

Teachers requesting a transfer can place their names on a Transfer Request list and must list their school choices in order of priority. Teachers will be selected for transfers at the end of the first semester and/or for the following school year. Assignment is made based upon qualifications and date of request. In the event of similarly qualified candidates who file for transfer on the same date, priority is given to the candidate with system-wide seniority. If a teacher does not receive a requested transfer, he or she must be notified in writing of the reasons why. Teachers not chosen remain on the transfer list.

BOSTON

All permanent teachers, including those on leave of absence, are eligible to apply for transfers during the month of March. Teachers can list up to five schools of preference on applications which are filed with the Office of Human Resources. The names of teachers will be forwarded automatically to the School Site Council Personnel Subcommittee when a vacancy occurs. Teachers who have received two interim unsatisfactory evaluations between September and February of that year may be rejected for transfer by the School Site Council Personnel Subcommittee.

CHICAGO

Teachers may apply for transfer after five months in their schools but can only apply to two schools. After receiving a transfer, a new transfer request can be made after two years. The principal of the receiving school can visit the classrooms of those applying to transfer. The principal also has the right of final approval on the transfer request. Maintaining a racial balance in both the sending and receiving school is a top priority.

DENVER

Vacancies are posted monthly from January 1 through May 1 and teachers must apply directly to schools of interest. The Personnel Subcommittee of the Collaborative Decision Making (CDM) Committee at each school reviews teacher candidates. (the CDM also develops criteria--with the recommendations of the faculty as a whole--for deciding which teachers should be removed when a school is losing enrollment). Teachers must apply for transfer between January 1 and April 15 for position during next school year.

LOS ANGELES

The voluntary transfer process is open to all credentialed teachers although no more than 3 teachers or 10% of a school staff can apply for a transfer in any given year. Transfer requests are limited to two locations and remain valid for a year. In magnet schools, a transfer can be delayed until a replacement has been found. Priority is given to applicants who have not been granted a transfer for two consecutive years. Priority consideration is also given to the employee with the most consecutive years at the same location. Finally, the receiving school administrator or site selection committee must approve the transfer.

NEW YORK

By the final year of the current contract (which ends November, 2000), the School Based Option staffing plan shall be extended to all schools. All schools will have personnel committees trained to staff the schools. Those committees will establish appropriate criteria for filling vacancies, establish a process for candidate review, interview candidates and select faculty for vacancies. The personnel committee shall be comprised of school staff members, the UFT Chapter Leader, the head of the school and parents selected by the school's parents association. No more than 5% of a school staff can apply for transfer in any given year.

PITTSBURGH

To be eligible to transfer, a teacher must have two years of service with the Pittsburgh school district and have received satisfactory ratings. Application must be made to the Office of Human Resources and may be submitted at any time. Teachers may not list more than two schools in order of preference; grade and subject preferences may also be listed. All transfers will be made by Human Resources.

ROCHESTER

School vacancies are announced as soon as it is known that positions will be available. School based hiring committees screen and interview candidates. Voluntary transfers are filled by the end of the school year. Second priority is given to involuntary transfers. On the first Friday in August, all involuntary transfers not chosen are given school assignments. The remaining openings go to new assignments.

SEATTLE

A school-based hiring team reflecting the diversity of the school community and the principal jointly develop the criteria for reviewing candidates; resumes are submitted directly to that team. Three names are submitted to the principal in order of preference. The principal must select a name from the list unless a reference check demonstrates that the candidate did not meet the criteria. In that case, a new list of candidates will be interviewed. This activity is not considered transfer per se; candidates both inside and outside of the district are able to apply for each opening.

PHILADELPHIA

Applications for transfer on forms furnished by the Board shall be filed by June 1 prior to the school year in which the transfer is to take effect. An employee requesting a voluntary transfer to a school may list up to, but not more than, five school choices, in order of preference or ten clusters, in order of preference. The teacher must accept the transfer unless he or she withdraws from the transfer process in writing prior to the transfer issue date. Teachers with two years building seniority may voluntarily transfer to another school in the position or subject for which he or she is presently qualified.

Question 7 Notes

- Philadelphia is unique in that it is the only city represented that relies solely on seniority with regard to the voluntary transfer process. In many of the other cities, there is staff and parental involvement in the decision making process regarding teacher transfers.
- In New York, not more than 5% of a school staff can apply for transfer. In Los Angeles, no more than three teachers or 10% of a school staff can apply for a transfer.
- In Chicago, maintaining racial balance in both the receiving and sending school is a priority.
- In Denver, a notice to vacate a position may only be presented by a teacher during the period of **January 1 through April 15**. Teachers who notify their principals prior to April 15 will be able to vacate their current position at the end of the school year.

Question 8: What professional development opportunities are provided/required?

BALTIMORE

Ten hours of professional development is required and is to be used in blocks of at least three hours each. Tuition reimbursement is also available. In 1999-2000, 20 hours of non-compensated professional development was added. For next year the required professional development will be provided during a readjusted school day six times during the year.

BOSTON

Professional development opportunities in Boston include the use of Mentor Teachers, Educational Conference days, a Peer Assistance Program and the establishment of a Center for Leadership Development. The Center for Leadership Development will provide educational leadership development opportunities to parents, teachers, paraprofessionals, substitutes and administrators.

CHICAGO

There are five professional development days per year. Two and a half of them are designed by the administration and two and a half are designed by teachers.

LOS ANGELES

Mandated training includes Open Court Reading and Early Literacy. The content of school-based professional development is decided by the shared decision council (a consultant list comprised of expert teachers is available for schools desiring professional development). The state also provides three “buy-back” days of professional development.

NEW YORK

There is a mandatory ten-day staff development for new and uncertified teachers. At the building level two periods a week is provided for staff development of new teachers. In addition, schools can use the school-based option to provide additional professional development opportunities for veteran teachers.

ROCHESTER

New teachers are provided with a mentor teacher.

SEATTLE

All new teachers receive support and advice from consulting teachers. Professional development days are determined by individual sites. Seattle is currently preparing a comprehensive professional development plan (combining the input of both the Union and the Central Office) that is designed to be site sensitive, job imbedded and continuous.

PHILADELPHIA

New teachers have a fifteen-hour orientation program. Teachers can also apply for an observation visit to another school. Teachers have an obligation to participate in ten hours of professional development jointly planned by the principal and building committee. The principal has discretion over ten additional hours (one hour per month) for faculty meetings. Teachers are compensated for participating in other professional development opportunities.

Question 8 Notes

- Most of the cities mention specific professional development activities and opportunities; some also offer teachers tuition reimbursement packages for graduate school coursework.
- In some of the selected cities (Seattle, Philadelphia, Chicago) professional development opportunities are both designed and implemented at the site-based level.
- In Los Angeles, expert teachers are placed on a consultant list. Schools desiring professional development training or consulting services can bid for days of service from those on the list.

Part III

Unique Ideas and Promising Practices

Part III

Unique Ideas and Promising Practices

In this section, we have repeated some of what we consider to be unique features of the selected collective bargaining agreements that were addressed in questions one through eight. We underscore these notions with the hope that the creative thinking brought to bear in other districts may spark similar proactive problem solving in Philadelphia. Under the next heading, “Additional Notes”, we have included ideas, practices and information that were gleaned both from the contracts and from the telephone interviews with representatives in the comparative cities.

Summary Notes

- In Pittsburgh, teachers work after the regular school day ends on Teacher Interaction and Planning (TIP) Time days (once weekly between September and May).
- Several of the comparative cities have initiated multi-year performance cycles for veteran staff (permanent teachers). In Denver, for example, veteran teachers with satisfactory appraisal reports are evaluated once every three years.
- In New York City, satisfactory tenured teachers may choose between setting annual goals and objectives with the supervisor and the traditional classroom observation.
- Seattle is working toward explicitly tying student achievement to teacher performance.
- In many of the cities, there is staff and parental involvement in the decision-making process regarding teacher transfers.
- In New York, not more than 5% of a school staff can apply for transfer. In Los Angeles, no more than three teachers or 10% of a school staff can apply for a transfer.

- In Denver, a notice to vacate a position may only be presented by a teacher during the period of **January 1 through April 15**. Teachers who notify their principals prior to April 15 will be able to vacate their current position at the end of the school year.
- In Los Angeles, expert teachers are placed on a consultant list. Schools desiring professional development training or consulting services can bid for days of service from those on the list.

Additional Notes

- In Denver, each school site is required to form a Collaborative Decision Making (CDM) Committee. The CDM at each site will be comprised of the principal, four teachers (chosen by faculty vote), four parents/guardians (nominated by the PTSA and/or other parent or community organizations, or self-nominated and elected by the majority of voting parents who have children in the school) and one classified employee (chosen by vote of the classified employees at that site).
- Every elementary school in Chicago has an assistant principal. In smaller schools, the assistant principal also has teaching responsibilities.
- Teachers in Denver can apply to work half time and receive half pay and benefits. Teachers doing so must find another teacher willing to share the job. The duration of a shared job position is one year.
- Seattle describes its public school system as having moved from a school system to a “system of schools”. To that end, responsibility for the academic achievement plan, staffing and professional development and budget (allotted to schools based on student financial need) lies with individual sites. A building level team consisting of a minimum of five individuals from the staff (and the principal) oversees that work. Seattle also describes its “aggressive mentoring program” for new teachers (and self-selected veterans) as a major recruiting tool for its schools.
- In Los Angeles, faculty elects coordinators and deans and chooses classes by seniority. In addition, an incentive program rewards employees who have used a minimum of personal illness days each year.
- Rochester’s contract states that the salary schedule is determined by level of education and experience and includes recognition of advanced certification, intervention-school assignment and teaching professional development. This recognition, as it relates to compensation, is not currently in practice.

Unique Ideas and Promising Practices: Specific Examples

Finally, in this section we have included specific clauses, in their entirety, from five collective bargaining agreements as examples of unique ideas and promising practices that may also have applicability in Philadelphia. The following excerpts are taken directly from each District's Collective Bargaining Agreement.

- | | | |
|-----------|-------------------------------|---|
| A. | Rochester | Professional Expectations for Teachers |
| B. | Denver | Pay for Performance |
| C. | Seattle | Student Achievement and Teacher Evaluations |
| D. | Minneapolis | Guidelines for a Teacher Professional Development Plan |
| E. | Montgomery County (MD) | Collective Bargaining Agreement Preamble |

A. Rochester Contract Excerpt: Professional Expectations for Teachers

The District and the Association agree that core propositions extracted from the report of the National Board for Professional Teaching Standards (as set forth herein) together with guidelines and principals contained in the August 1989 PART report, form the basis for professional expectations for Rochester's teachers.

The core propositions, considered together with teacher expectations contained in the PART report, represent collectively a broader and more comprehensive set of expectations for teachers than previously established, and will be the point of departure for the development of a professional accountability system for teachers.

Because these core propositions and expectations define a more comprehensive work role for teachers than previously established, the following are established as a framework for the role that professional expectations will play in the teacher appraisal system

The manifestation of the professional expectation will be expressed in:

- Willingness to participate in the development of the life of the school and to share on an equitable basis in the responsibility for school improvement. Evidence of serious commitment to the life of the school as a whole will be expressed in different ways by teachers and in a variety of activities including, but not limited to, participation on committees, school site management, sponsorship of student activities, etc.
- Teacher effort and success in creating multiple and meaningful opportunities for students to receive assistance during and beyond the school day. This means that teachers will work a professional day, making time to do what is required to meet the needs of their students.

The components of the professional practice review shall reflect achievements and professional growth in the following areas (and as more fully delineated in the report from the National Board for Professional Teaching Standards and the 1989 PART report) include:

- Commitment to students and their learning (Ex: believing all students can learn; equity in treatment of students; motivating students; creating opportunities for student learning; effectiveness in a multi-cultural environment).

- Knowledge of teaching and learning (Ex: content area expertise; instructional strategies; knowledge of learning styles; examples of student work).
- Effective management of learning (Ex: engaging students; authentic assessment of student's work; time and space utilization; grouping of students; involving students in active learning and peer relationships).
- Professional development and reflective practice (Ex: familiarity with research and changes knowledge base; participation in in-service, workshops, conferences, etc.; observing other teachers; adjusting instructional strategies; risk-taking).
- Collaboration with others (Ex: term-teaching and professional collaboration: peer relationships: home contacts; involving community in students' learning; leadership roles; participation in professional organizations: school and district committees, etc.)

I. PRINCIPLES FROM THE NATIONAL BOARD FOR PROFESSIONAL TEACHING STANDARDS

1. TEACHERS ARE COMMITTED TO STUDENTS AND THEIR LEARNING

Teachers are dedicated to making knowledge accessible to all students. They act on the belief that all students can learn. They treat students equitably, recognizing the individual differences that distinguish their students one from the other and taking account of these differences in their practice. They adjust their practice, as appropriate, based on observation and knowledge of their students' interests, abilities, skills, knowledge, family circumstances and peer relationships.

Accomplished teachers understand how students develop and learn. They incorporate the prevailing theories of cognition and intelligence in their practice. They are aware of the influence of context and culture on behavior. Equally important, they foster students' self-esteem, motivation, character, civic responsibility and their respect for individual, cultural, religious and racial differences.

2. TEACHERS KNOW THE SUBJECTS THEY TEACH AND HOW TO TEACH THOSE SUBJECTS TO STUDENTS

Teachers have a rich understanding of the subject(s) they teach and appreciate how knowledge in their subject is created, organized, linked to other disciplines and applied to real-world settings. They also develop the critical and analytical capacities of their students.

3. TEACHERS ARE RESPONSIBLE FOR MANAGING AND MONITORING STUDENT LEARNING

Teachers create, enrich, maintain, and alter instructional settings to capture and sustain the interest of their students and to make the most effective use of time. They are also adept at engaging students and adults to assist their teaching and at enlisting their colleagues' knowledge and expertise to complement their own.

They know how to engage groups of students to ensure a disciplined learning environment and how to organize instruction to allow the school's goals for students to be met.

They employ multiple methods for measuring student growth and understanding and can clearly explain student performance.

4. TEACHERS THINK SYSTEMATICALLY ABOUT THEIR PRACTICE AND LEARN FROM EXPERIENCE

Teachers are models of educated persons, exemplifying the virtues they seek to inspire in students - curiosity, tolerance, honesty, fairness, respect for diversity and appreciation of cultural differences - and the capacities that are prerequisites for intellectual growth: the ability to reason and take multiple perspectives, to be creative and take risks, and to adopt an experimental and problem-solving orientation.

5. TEACHERS ARE MEMBERS OF LEARNING COMMUNITIES

Teachers contribute to the effectiveness of the school by working collaboratively with other professionals on instructional policy, curriculum development and staff development. They can evaluate school progress and the allocation of school resources in light of their understanding of state and local educational objectives.

Accomplished teachers find ways to work collaboratively and creatively with parents, engaging them productively in the work of the school.

PROFESSIONAL EXPECTATIONS FOR TEACHERS

Revised December 1990

Fundamental to the Career in Teaching Plan and other reform initiatives is the concept of extended expectations for all professional staff. The extended expectations for teachers begin with four belief statements about what teaching and learning should be and about what teaching and learning must become if schools are to change to respond to student needs. The expectations for teachers also incorporate the following five areas of professional development, interaction and involvement; the continuum of professional development and collegial interaction; professional involvement beyond the classroom; home involvement; community relationships; and promoting and enhancing the status of the profession.

These areas of professional emphasis for district teachers serve as points of departure for discussions about what schools, teaching and learning should be as we move forward into the 1990s. At the outset, professional staff need to acknowledge and support a concept of collegiality that is new to our schools. Colleagues in instruction include all who contribute to the teaching and learning composite: fellow classroom teachers, pupil personnel support, administrators, paraprofessionals and other educators.

Teaching and Learning

These four belief statements aim at improved student attainment and apply equally to all career levels and all professionals. It would be inappropriate to suggest a different focus or emphasis for the intern, resident or professional level. Rather, each of the levels may differ in the sophistication or skill or experience of the practitioner. Through self-analysis and collegial review/support, educators will be able to identify their own strengths and needs. Reflective practice will engender responsive schools-restructured schools. The expectations here, to a considerable extent, return to the question "What is good teaching?"

Effective teaching connects the student's world and content. Students are the focal point of the instructional process; all energy is channeled toward engaging the student and supporting the transformation toward community and global connection. Teaching reflects multi-voiced accounts and perspectives in all subject areas. Teaching reflects a positive attitude toward students, recognizing and appreciating the multicultural nature of Rochester's

student body. Teaching models ongoing learning, is inventive, focuses on problem identification/solution, promotes higher-level thinking and generally relates learning to life. Community service and community knowledge are linked to instruction. Teachers know the content and freely employ interdisciplinary approaches.

Effective teaching celebrates the learning process. Students and teachers are engaged in active learning and share the accountability for and pride of accomplishment. Instruction is energetic, enthusiastic and challenging for teacher and student. Instruction involves a collective search to expand what we know and what we learn so that it equitably represents all races and classes, and both genders. Teaching combines a sense of humor with a seriousness of purpose; it is flexible, creative, and positive. Teachers and students take risks: teachers know how students learn and tailor instruction to their enthusiasm and strengths. Teaching stimulates inquiry and discovery, reflection and action. Instruction embraces "learning how to learn," as well as specific content areas and skills.

Effective teaching incorporates knowledge of human development. Teachers, with the school community, analyze student needs and adjust instruction as a result of continuing collegial dialogue. Teaching and learning is viewed as an evolving process and set of relationships. Teachers incorporate experiences and research in their own professional growth. Teachers incorporate current scholarship to accurately reflect diverse cultures and groups. Instruction promotes self-esteem and self-discipline through self-assessment. Alternative styles in teaching and learning are fostered based on current research.

Effective teaching offers a safe learning environment. Teachers and students work together to create an atmosphere conducive to learning-characterized by mutual respect, fostering self-esteem and a sense of a shared mission. Teachers make decisions about instruction and school environment and share responsibility for their school's success. Student/teacher interaction fosters independence and interdependence. Teaching encourages self-discipline. School communities offer support through appropriate intervention.

B. Denver Contract Excerpt: Pay for Performance

The Board of Education and the Association agree to collaboratively design a performance pay plan for teachers.

1. Design Team. Upon ratification of the Agreement, the Board of Education and the Association will commission a Design Team responsible for planning, piloting, revising, implementing, and evaluating a performance pay plan. In addition, the Design Team will develop a dispute resolution process to address disputes that occur in setting objectives or determining whether objectives are being met.

1-1 The Design Team will make periodic reports to the Educational Initiatives Panel.

2. Composition of Design Team. The Design Team will be composed of two teachers selected by the Association President and two administrators selected by the Superintendent. Members of the Design Team will be released from other duties and work full time to lead the design effort. Design Team members will be compensated at their per diem rate for any days worked outside of their work year.

2-1 The Design Team may seek additional assistance from the District or Association within available resources.

3. Design Team.

3-1 The Design Team will design, oversee, implement, evaluate, and gather regular feedback on a pilot pay for performance plan. It will also oversee implementation and evaluation of dispute resolution processes to address disputes that occur in setting objectives or determining whether objectives are being met. It will direct training of all participating teachers, principals, administrators, and dispute resolution specialists. Finally, it will make reports and recommendations to the Board of Education and the Association.

4. Year One.

4-1 During the 1999-2000 school year the Design Team will develop an effective process for implementation, including:

- A process for setting objectives
- Identification and development of valid and reliable measures that may be used to set individual teacher pay rates under this pilot performance pay plan
- A process for evaluating the setting of objectives.

This process will include adequate preparation of all teachers, principals, related administrators, and dispute resolution specialists. The evaluation should be completed by June 30, 2000.

4-2 The Design Team will seek outside experts to ensure valid and reliable measures for setting pay rates and for determining the effectiveness of the three approaches to pay for performance objectives. The experts will assist the Design Team in evaluating the pilot plan.

4-3 In order to provide a body of data, a minimum of 12 elementary schools and 3 middle schools may volunteer by October 15, 1999, to participate in trial implementation of the pay for performance plan. Should more schools volunteer than can be accommodated, the Design Team shall select participants consistent with the purpose of the year one pay for performance plan.

4-3-1 Additional schools may be included if sufficient resources are available.

4-3-2 Participant schools must have a minimum of 85% support of the faculty, measured by a secret ballot vote, to enter into the trial implementation of the pay for performance plan. All faculty members in participant schools will participate in the trial implementation of the pay for performance plan, except faculty members on remediation plans upon implementation of the performance pay plan.

4-3-3 Each participant will collaborate with his or her principal/supervisor to establish two objectives based on school or district goals.

4-3-4 At the completion of the school year, each participant will be provided with a stipend of \$500 for participation in the trial implementation of the pay for performance plan. Should participants attain one of their objectives established as part of this trial implementation, they will be granted an additional \$500. Further, \$500 will be granted upon attainment of the second objective.

4-3-4-1 Disputes about granting participants performance pay increments will be subject to expedited binding arbitration.

4-3-5 The Design Team will be responsible for identifying participating schools and assigning them to one of three approaches. A participating school may indicate a preference among the three approaches.

- Teachers in one third of the schools will collaborate with their principal and the Design Team to develop and test objectives which measure academic achievement based on the Iowa Tests of Basic Skills.

- Teachers in one third of the schools will collaborate with their principal and the Design Team to develop and test objectives based on teacher-developed criterion referenced tests, or other teacher developed measures of academic achievement.

- Teachers in one third of the schools will collaborate with their principal and the Design Team to develop and test objectives based on increases in teacher knowledge and skill to improve student achievement and behavior.

Group, team, or school projects and objectives may be considered for all three approaches.

4-3-5-1 The Association and the District agree to jointly promote participation.

4-3-5-2 The Design Team will direct training of all participants, principals, related administrators, and dispute resolution specialists.

4-3-5-3 The Design Team will design and oversee implementation of a dispute resolution process for teachers who are unable to reach agreement with their principal/supervisor about the objectives.

4-3-5-4 The Design Team will gather feedback from participants on a regular basis.

4-4 The Design team will complete an initial draft of the objective setting process by October 1, 1999. This draft will be used by participants in the trial implementation of possible measures.

4-5 No later than June 30, 2000, the Design Team will prepare a report to the Board of Education and the Association that describes the implementation of the pilot pay for performance plan, to include results of regular feedback of the participants and outside experts and revisions to the objective setting process for the next school year based on their experience. This process is to be used in the implementation of the objective setting process in the 2000-2001 school year.

5. Year Two.

5-1 In the 2000-2001 school year, the Design Team will remain responsible for the implementation of the pay for performance plan.

5-2 The Board of Education and the Association will continue to seek outside funding for the project. Depending on available resources, additional schools and individual teachers may be permitted to participate in the pay for performance plan.

5-3 The Design Team will continue to use assistance from outside experts.

5-4 The same elementary and middle schools will be involved in the pilot pay for performance plan as were involved in the 1999-2000 school year. Participants will be compensated by receiving \$750 per achieved goal.

The purpose of continuing the pilot process in elementary schools and middle schools for a second year is to further refine the pay for performance plan. To this end the Design Team may modify the implementation procedures.

5-5 A pilot process will be initiated at a minimum of two high schools. The pilot process for high schools will be established and directed by the Design Team in a manner consistent with Section 4.

5-6 The Design Team will continue to gather feedback from participants, dispute resolution specialists and outside experts on the objective setting process, training, and the dispute resolution processes.

6. Approval of Pay for Performance

6-1 The Design Team will issue a report by June 1, 2001 regarding the pilot pay for performance plan to include recommended procedures for implementation in the next year, the effects of the three approaches as they relate to student achievement as measured by the Iowa Tests of Basic Skills and improvements in the process from year one to year two.

6-2 The Board of Education will review and approve a plan for implementation of pay for performance in the 2001-2002 school year based on the report of the Design Team.

6-3 Prior to June 15, 2001, the Association will have the opportunity to accept or reject the proposed pay for performance plan through a vote of its members. If approved, the plan will be implemented for all teachers in the 2001-2002 school year.

C. Seattle Contract Excerpt: Student Achievement and Teacher Evaluations

Introduction

The District and SEA agree that outstanding performance should be recognized, that opportunities for continuous professional development should be provided to all staff members, and that resources should be effectively allocated to provide support for performance improvement.

The District and SEA agree that the highest goals for student achievement are met when teachers, educational staff, administrators, parents, students and the entire community understand and fulfill their shared responsibility for the educational success of all students. The District and SEA are jointly committed to pursuing this vision of shared responsibility on the part of all stakeholders.

The District and SEA agree that a meaningful and effective evaluation process is based on the principles of mutual respect, shared accountability, and continuous improvement. The District and SEA agree that these principles will be advanced by evaluations that are conducted in a manner that fosters open and candid communication, recognition of all factors that affect performance, and a mutual commitment to assist all employees to meet or exceed performance expectations.

The District and SEA agree that the evaluator and staff member should share a common understanding of performance goals and expectations, both on an individual level and in the context of school and district educational goals. Individual employees and their evaluators shall jointly set goals for professional development and establish performance expectations that are consistent with the individual school's Academic Achievement Plan, the District's educational philosophy, this collective bargaining agreement, and state law.

General Terms of the Evaluation Process

1. Establishment of "Professional Growth Cycle" and "Performance Cycle".

Enhancing the total learning environment and improving academic achievement for students are the paramount purposes to be served by the evaluation process. The evaluation process will best serve these purposes by

focusing on the continuous professional growth and development of individual employees. To this end, two complementary cycles of professional development, "Performance" and "Professional Growth," have been established.

2. Annual Evaluation.

As required by state law, all educational staff, regardless of which cycle they are participating in, will receive an evaluation annually (see "Evaluation Form," Appendix H). No later than the last scheduled work day of May, the evaluator will complete an Evaluation Form and provide a copy to the employee and also provide a copy to the appropriate executive level administrator for the employee's personnel file. The employee may add his/her comments to the evaluation form. For one-year contract, provisional and probationary employees the evaluator will complete the Evaluation Form by no later than May 15 and provide copies as above.

3. Evaluation information meetings.

No later than November 1, the supervisor shall conduct an initial meeting or series of meetings with individual employees or groups of employees to discuss the evaluation process and Evaluative Criteria to communicate performance goals and expectations, and to identify resources and support needed to achieve these goals in the context of the school's Academic Achievement Plan. Supervisors will make a good faith effort to meet with the employees who missed the initial meeting(s) to discuss the above. Supervisors will meet with employees hired after October 15, within 40 days of their hire date, to discuss the above.

4. Student Achievement as a factor in teacher performance evaluation.

a. SSD and SEA affirm that students learn best in an environment of high expectations, caring, innovation and adaptability, teacher cooperation and collegiality, and the active participation of parents and the school community in children's learning.

b. Effective the first year of this labor agreement, 1997-98, student achievement will be a factor in teachers' performance evaluations. The manner in which growth in student achievement will be measured for purposes of teacher evaluation will be mutually agreed to by the principal and teacher and will be consistent

with the Academic Achievement Plan for the building. Measures may include but will not be limited to classroom evidence, test scores, and other assessments consistent with the Academic Achievement Plan. Goals and expectations for the year will be discussed by the teacher and principal prior to November 15 of the school year. A teacher may not be evaluated as unsatisfactory in the first two years of this contract on the basis of student achievement alone.

c. Beginning immediately, but no later than October 1, 1997, a joint SSD/SEA bargaining committee will seek to develop a system to be used district wide beginning in 1999-2000 for measuring the growth in student achievement on a classroom-by-classroom basis and using such measurements in teacher evaluation. The focus in measuring student achievement shall be on the progress students have made over the course of the academic year. The measure shall take into account the following mutual interests:

- To promote student learning
- To maintain and promote excellent teaching
- To foster creativity and collegiality among teachers and other instructional staff
- To recognize the unique challenges of each assignment
- To promote continuous improvement of the teaching corps
- To reduce disproportionality
- To provide opportunity for each student to meet his or her potential
- To be fair and reasonable
- To provide useful information to the teaching corps about student progress
- To be consistent with the Exit Profile System, state standards and requirements, and the District's goals for buildings

Beginning the third year of the labor contract, 1999-2000, student achievement will carry a weight in performance evaluation that will be determined by the joint committee and will be measured using the methods and measures developed by the SSD/SEA committee.

d. If the joint SSD/SEA bargaining committee is unable by September 1, 1998 to reach agreement on a system to measure student achievement, an arbiter will be mutually selected by SSD and SEA. The arbiter's decision must be made by June 1, 1999. The arbiter shall have at a minimum the following qualifications: at

least ten (10) years of experience as an arbiter, with expertise in the fields of education and performance evaluation. The cost of the arbiter will be shared equally by SSD and SEA, per the terms of Article X, Section G.

5. Designation of evaluator

a. Within each school building, the principal or his/her designee shall be responsible for completing an annual Evaluation Form for every employee whose major portion of assignment is in that building, according to the evaluation processes described in this article. Employees who are assigned to a building from central administration, however, will be evaluated by their supervisor, with input from the building principal.

b. An employee who serves equal time in two (2) buildings will receive only one evaluation. In these cases, the District will designate the evaluator by no later than November 15. The evaluation may include input from both principal(s)/program administrator(s), but the employee will receive only one annual evaluation. In cases where the assignment is consistent over a number of years, the designation of evaluator may alternate between buildings/programs on an annual basis.

c. An employee who is assigned to more than two buildings by central administration shall be evaluated by his/her supervisor, with input from the building principals.

Professional Growth Cycle

1. The Professional Growth Cycle process encourages continuous professional growth through goal setting, development of a professional growth plan, and periodic review of progress. Both the evaluator and the employee shall receive training in these skills to support the Professional Growth Cycle process.

2. The Professional Growth Cycle shall be used for all employees except those designated for the Performance Cycle in Section D, and those who are eligible for the Professional Growth Cycle but notify their supervisor prior to October 1 of the school year of their choice to be evaluated under the Performance Cycle.

3. Professional Growth Plan Development

a. Prior to November 15 of the first year of the Professional Growth Cycle, the employee will assess his/her own professional development and consider specific goals to be included in the Professional Growth Plan. The employee shall then design an initial Professional Growth Plan, including: statement of goals and/or areas of focus and how the goals support the Academic Achievement Plan; strategies for achieving the goals; means of gathering data and measuring growth toward goals; time lines for completion of plan components; and identification of resources needed to implement the plan. The employee may identify, obtain commitment(s), and make any necessary arrangements with one or more other persons (e.g. supervisors, colleagues, curricular specialists, etc.) to assist him/her in implementing the plan.

b. No later than November 15 of the first year of the Professional Growth Cycle, the employee shall arrange a conference with his/her evaluator to discuss the initial Professional Growth Plan. The evaluator shall review the Professional Growth Plan designed by the employee, make such recommendations as he/she feels may be of assistance to the employee, and discuss resources (if any) for implementation. The employee shall then record the final plan on the Professional Growth Plan Form, to be initialed by both the employee and the evaluator, and provide a copy to the evaluator.

c. Prior to the end of each school year, the employee shall review his/her Professional Growth Plan, gather data and/or evidence for growth measurement, assess progress, and make any appropriate revisions to the Plan.

d. Prior to the end of the school year, the employee shall arrange a conference with his/her evaluator to discuss the employee's review of the Professional Growth Plan as described in Section c above. The evaluator shall review the employee's growth measurements, the employee's assessment of his/her progress and revisions to the plan. The evaluator shall also make such recommendations as he/she feels may be of assistance to the employee, and discuss resources (if any) for continuous improvement. The employee shall then record the finalized information on the Professional Growth Plan Form, to be initialed by both the employee and the evaluator, and provide a copy to the evaluator.

e. One or more mid-year review conferences may be held by mutual agreement at the request of either the employee or the evaluator.

f. The intent is that employees in the Professional Growth Cycle make a good faith effort toward achieving the goals established in the plan; however, there shall be no consequences if an employee does not achieve the stated goals, provided his/her performance remains satisfactory.

4. Annual Evaluation for the Professional Growth Cycle

a. Observation. As required by state law, evaluators must conduct at least thirty (30) minutes of observation(s) of the employee in the course of the Professional Growth Cycle to ensure that all Evaluation Criteria are met as set forth in state law and this agreement. Observation(s) of the employee may be conducted inside or outside of the classroom; the thirty (30) minutes need not be continuous; no post-observation conference is required, and no report is required. However, either the evaluator or the employee may request a conference or written report.

b. In accordance with state law, a copy of the Professional Growth Plan shall not be retained in the employee's personnel file.

5. Return to Performance Cycle

An employee may not be removed from the Professional Growth Cycle unless the evaluator has reason to believe that the employee is not performing satisfactorily according to one or more of the Evaluation Criteria. In such cases, the evaluator shall inform the employee in writing of the nature of the concern and establish a meeting to discuss the matter. At said meeting, the evaluator shall disclose any data, reason(s) or situation(s) giving rise to the concern. Reasons may include, but are not limited to: inability to maintain control in the classroom; unsafe conditions or a hostile or negative learning environment in the classroom; or concerns regarding instructional skill or any of the other Evaluation Criteria (see "Observation Report Form," Appendix I). The employee may respond in writing to the concern(s) within ten working days. Following the meeting, the evaluator shall inform the employee in writing either that the concern has been resolved to the evaluator's satisfaction, or that the employee will be moved to the Performance Cycle.

Performance Cycle

1. The Performance Cycle is a process established to ensure that every certificated employee is performing satisfactorily or better according to the Evaluation Criteria (see "Observation Report Form," Appendix I) set forth in state law and this agreement, thereby ensuring effective service to all students.

2. The Performance Cycle shall be used for:

a. All beginning or experienced employees who are new to the District until four consecutive years of satisfactory or better evaluations have been achieved. At the discretion of the Human Resources Director, up to three consecutive years of satisfactory evaluations from another district or previous experience within the Seattle School District as a non-continuing contract employee may be counted as a portion of the four required satisfactory or better evaluations.

b. All employees with a non-continuing contract.

c. Any experienced employee returned to the Performance Cycle from the Professional Growth Cycle according to the procedure described in Section C Subsection 5.

3. Observations

a. The evaluator shall conduct two (2) observations of the employee's performance for a minimum total of sixty (60) minutes of observation. The evaluator shall complete an Observation Report Form (Appendix I), according to Section 4.b below.

b. The first observation shall be no less than thirty (30) minutes and shall occur before winter break. For all first year provisional and all first year non-continuing employees, this first observation must occur during the first ninety (90) calendar days of employment.

4. Pre and post observation conferences

- a. A pre-observation conference to discuss professional activities to be observed will be held prior to the first required observation and is optional for any subsequent observations.
- b. Within three (3) working days following the observation (or series of observations), the evaluator will schedule a post-observation conference with the employee and, within three (3) working days following the conference, provide the employee with a written report prepared on the Observation Report Form (Appendix I).
- c. The employee may respond to the observer regarding the Observation Report in writing within three (3) working days of receiving it. Any such response shall be attached to the Observation Report for the file.

5. Extension of the Performance Cycle

The Performance Cycle may be extended if an employee was:

- a. placed on probation but his/her contract was renewed; or
- b. returned to the Performance Cycle from the Professional Growth Cycle; or
- c. rated unsatisfactory on an annual evaluation; or
- d. rated satisfactory overall, but performance in one or more of the Evaluation Criteria is cited as an area requiring significant improvement in the annual evaluation.

Substitute Teacher Evaluation

1. All substitute teachers other than those with continuing contracts shall be evaluated in accordance with the Guidelines for Evaluation of Substitute Teachers (Appendix K) and the Substitute Teacher Evaluation Form (Appendix L). However, substitutes assigned to a building(s) and long-term substitutes may, upon mutual agreement with their principal/program manger or assigned administrator, be evaluated under Sections B, C, or D

of this Article. In the absence of mutual agreement, long-term substitutes and substitutes assigned to buildings will be evaluated under the Guidelines for Evaluation of Substitutes.

2. Employment Services shall maintain all individual evaluations of a substitute for the school year which will become a part of the employee's permanent personnel file.

3. The evaluator for a long-term substitute or a substitute assigned to a building will be designated according to provisions in Section B Subsection 5 of this Article ("Designation of Evaluator").

Probation

1. An employee may be placed on probation by the Superintendent if his/her performance is judged to be unsatisfactory based on the Evaluation Criteria and at least two (2) observations prior to winter break.

2. Prior to the Superintendent's placing any employee on probation, the evaluator must complete an Evaluation Form (Appendix H) by no later than January 15. A copy of the Evaluation Form shall be provided to the employee.

3. Any employee who is to be placed on probation shall be notified in writing by the Superintendent no later than February 1. The notice shall comply with RCW 28A.405.100. The District will provide a copy of the Superintendent's letter placing an employee on probation to the Executive Director of the SEA.

4. At the beginning of probation (on or before February 1), the employee shall be provided with a draft of the specific and reasonable program for improvement pursuant to RCW 28A.405.100. The employee will meet with the principal/supervisor within five (5) working days following the receipt of the draft plan for the purpose of discussing and finalizing the draft plan. The supervisor shall provide the employee with the final plan within five (5) working days after that meeting.

5. Probation shall end no later than May 1.

6. During probation the evaluator shall meet with the employee at least twice per month to supervise and make written evaluations of the employee's performance, including progress made, if any.

7. Upon recommendation of the evaluator, the District's Human Resources Executive Director may remove the employee from probationary status at any time before May 1 if satisfactory performance improvement has been observed and documented.

8. Non-renewal of any employee shall be accomplished in accordance with the procedures established by applicable law.

Grievances

Disputes concerning exclusively a departure by the District from the procedural requirements of this Article XI shall be subject to the grievance provisions of Article X. All other disputes, including findings made and conclusions reached by the building principal/program manager or supervisor shall not be subject to Article X, except that employees whose performance is judged to be satisfactory on the annual performance evaluation form (Appendix H) may use the grievance provisions of Article X through Step 2 for the purpose of obtaining a review of the findings made and conclusions reached. Any employee who remains dissatisfied with the results of this review shall have the right to remove the annual performance evaluation form (Appendix H) from this/her personnel file after a period of four (4) years from the date of the Step 2 grievance response. In cases of notice of probable cause for discharge, adverse change in contract status, or non-renewal of contract, any grievance then pending shall be subject to no further processing under Article X and the grievant may pursue the statutory review procedures. An arbitrator shall have the authority to direct appropriate remedies in cases properly subject to arbitration.

D. Minneapolis Contract Excerpt: Guidelines for a Professional Development Plan

Section I. Professional Development Process: Through the Professional Development Process, the Minneapolis Public Schools and the Minneapolis Federation of Teachers aspire to achieve the highest performance possible of each and every student and teacher by raising the quality of instruction in the District. It seeks to accomplish that ambitious goal by creating a high performance workplace dedicated to excellence.

The Professional Development Process (PDP) aims to improve and promote expectations and standards set for the education profession. The PDP is intended to both influence and support growth within the profession by fundamentally altering the reasons for and the ways in which professional development is done.

The Professional Development Process encourages collegial planning, assessment, analysis and reflection with a focus on individual accountability. This system acknowledges that teachers play an important role in assessing their own skills and the needs of their students. It also acknowledges that teaching peers are valuable support in trying to establish and implement professional goals and strategies. Designing and implementing improvement becomes both an individual and team effort. Improved teacher practices will result in improved student learning.

Professional development and support are key components of the District's education program. A strong professional development process focuses on improved student results and the instructional practices /strategies needed to reach those results. The professional development process must be continuous, constructive, growth oriented, and take place in an atmosphere of trust and respect. The process is a cooperative effort on the part of all involved and should be designed to encourage productive dialogue and action among staff, administrators, parents, and the community. The whole process should promote professional growth and development centered around students' needs and successes.

GOALS OF THE PDP. The goals of the Professional Development Process will be to:

- improve student results/achievement;
- promote collegial and professional growth;
- improve instruction for all students.

The Professional Development Process will:

- organize efforts around the real work of a site/classroom;
- increase peer interaction and involvement;
- improve administrator/teacher communication and interaction;
- include provisions for student and parent participation and feedback;
- be flexible and responsive to teaching and learning;
- be multicultural/gender fair/ability fair/developmentally appropriate
- incorporate options, choices;
- increase inclusive leadership;
- provide incentives, rewards, recognition;
- create an environment supportive of reflection, change, and trust;
- be research-based, action-oriented;
- incorporate site-based management/shared decision making;
- be honest, open, constructive, helpful, direct, and respectful.

FREQUENCY OF THE PDP. The Professional Development Process is implemented annually.

E. Montgomery County (MD) Contract Excerpt: Collective Bargaining Agreement Preamble

PREAMBLE

The parties to this Agreement believe that a quality education is a fundamental right of every child. All children can learn, and we do not accept the excuse that students have a right to fail. All of us have the responsibility to preserve the right of all students to succeed and to promote success for every student. We further recognize and greatly appreciate the extraordinary commitment of teachers, administrators, and all other school employees and the efforts they make every day to meet the needs and further the interest of students. This negotiated Agreement was created using an interest-based bargaining process, a new process for Montgomery County Public Schools and the Montgomery County Education Association. It is much more than a contract that describes the wages, hours, and working conditions of the unit members covered by it.

This negotiated Agreement describes a relationship of collaboration being forged between the teachers' union and the school system, dedicated to the continuous improvement of the quality of education in Montgomery County Public Schools. For the union, taking responsibility for the improvement of the quality of teaching and learning represents an expanded role, and for the administration, forging a partnership with the union over ways the system and schools can improve is also new. In effect, this Agreement becomes a compact, defining how we will work together in new ways in the interest of students. We commit to work together to obtain and/or realign resources necessary to implement the goals and concepts described throughout this Agreement.

With this compact, we re-dedicate ourselves to a shared commitment to the goals of MCPS:

1. Ensure Success for Every Student
2. Provide an Effective Instructional Program
3. Strengthen Productive Partnerships for Education
4. Create a Positive Work Environment in a Self-Renewing Organization

References

1. Agreement between the Baltimore Teachers Union American Federation of Teachers; Local 340 AFL – CIO, Baltimore City and the New Board of School Commissioners of Baltimore City, 1997–1999
2. Collective Bargaining Agreement between the Boston Teachers Union Local 66 MFT, AFT, AFL-CIO and the Boston School Committee, Effective from September 1, 1997 through August 31, 2000.
3. Agreement between the Board of Education of the City of Chicago and the Chicago Teachers Union; Local No. 1 American Federation of Teachers, AFL – CIO, July 1, 1999 – June 30, 2003
4. Agreement between Denver Classroom Teachers Association and School District NO. 1 In The City And County Of Denver And State Of Colorado, September 1, 1999 – August 31, 2002
5. Agreement between Los Angeles Unified School District and United Teachers-Los Angeles, 1998-2000
6. Agreement between The Board of Education of the City School District of the City of New York and United Federation Of Teachers; Local 2, American Federation of Teachers, AFL-CIO covering Teachers, October 16, 1995-November 15, 2000
7. Collective Bargaining Agreement for Teachers and Other Professional Employees between the Pittsburgh Board of Public Education, Pittsburgh, Pennsylvania and the Pittsburgh Federation of Teachers, Local 400, American federation of Teachers, AFL-CIO, January 1995 through 1998 and Interim Extension Agreement, January 1, 1999 through December 31, 2000.
8. The Contractual Agreement between the City School District of Rochester, New York and The Rochester Teachers Association; NYSUT/AFT – AFL/CIO JULY 1, 1996 – JUNE 30, 2000
9. Collective Bargaining Agreement between Seattle School District NO. 1 and Seattle Education Association Certificated Non-Supervisory Employees; 1997-2000

10. Agreement between the Board of Education School District of Philadelphia and the Philadelphia Federation of Teachers, American Federation of Teachers; Local 3, AFL-CIO, September 1, 1996 to August 31, 2000.
11. Contract Agreement between Montgomery County Education Association and Board of Education of Montgomery County Rockville, Maryland for the School Years 1999–2001.
12. Minneapolis Public Schools, Special School District #1 and the Minneapolis Federation of Teachers, Local #59, AFT, AFL/CIO, Contract, Agreements and Policies, July 1, 1999 to June 30, 2001.

Contacts

1. Telephone interview with Molly Carol, Field Representative, Chicago Teachers Union. March 31, 2000.
2. Telephone interview with Joseph Colletti, Special Representative, United Federation of Teachers, New York City. March 31, 2000.
3. Telephone interview with Roger Erskine, Executive Director, Seattle Educators Association, April 7, 2000.
4. Telephone interview with Tom Gillette, Rochester Teachers Association, April 7, 2000.
5. Telephone interview with Andrea Junta, Denver Classroom Teachers Association, April 7, 2000.
6. Telephone interview with Beverly Cook, Secondary Vice-President, United Teachers-Los Angeles, April 10, 2000.
7. Telephone interview with Silvia Wilson, Secretary, Pittsburgh Federation of Teachers, April 10, 2000.
8. Telephone interview with Pam Berger, Educational Issues Director, Baltimore Teachers Union, April 13, 2000.
9. Telephone interview with Bella Rosenberg, Assistant to the President, American Federation of Teachers.
10. E-mail communication with Barbara McNeil, Office of the General Counsel, School District of Philadelphia, April 7, 2000.