**SAMPLE TEACHER DEVELOPMENT AND EVALUATION JOINT AGREEMENT**

***Instructions: Language for recommended items is provided by numeric sections.***

***Some sections have multiple options. Where options are provided, a local joint TDE team can pick Option 1 or Option 2 and delete the unused option. For any item, the joint TDE team may create original language or delete entirely.***

**I. PURPOSE.**

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

Through joint agreement, the parties have developed a teacher development and evaluation plan and implementation process pursuant to the requirements of Minn. Stat. §122A.41, Subd. 5 (“TDE Plan”)**.**

The TDE Plan created by a joint Union-District committee and ratified by the Union’s general membership and adopted by the District School Board is detailed in the TDE Plan document, [*local plan document name]*, dated [*executed date*] and as attached and incorporated.

**II. TERM**

***Option 1***

The TDE Plan will take effect on [\_\_\_\_\_\_]. This Agreement will remain in effect until the parties agree to modifications or until one party notifies the other party of its intent to withdraw from the Agreement at the beginning of the next school year. Such notice must be given prior to March 1 of the school year prior to withdrawal. The Agreement will end on June 29th following the notification of withdrawal. Both parties understand that the state plan created and published by the Minnesota Department of Education (“MDE”) pursuant to Minn. Stat. §122A.41, Subd. 5(c) (“State Plan”) will be implemented at that time unless the parties agree on a successor process.

***Option 2***

The TDE plan will take effect on [\_\_\_\_\_\_\_]. This Agreement will remain in effect through [*day/month/year*]. Prior to the expiration of this Agreement or at any point before the beginning of the [\_\_\_\_\_\_] school year the parties may renew this Agreement for a period of up to [\_\_\_\_\_\_] years. In the event the Agreement expires, the TDE Plan in effect at the time of expiration will remain in effect, without unilateral modification by either party, until a successor agreement is agree to.

**III. TEACHER**

***Option 1***

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

***Option 2***

The TDE plan is applicable to all teachers as “teacher” is defined in Minn. Stat. §122A.41.

**IV. TDE OVERSIGHT COMMITTEE.**

A joint Union and District TDE Oversight Committee (“TDE Oversight Committee” or “Committee”) shall be responsible for overseeing implementation of the TDE Plan including the process to move from the current teacher development, evaluation, or peer review process used in the District.

1. Members. The Committee will consist of a total of [ ] representatives. [ ] representatives of the Union are appointed by the Union President. [ ] representatives of the District are appointed by the School Board or its designee.
2. Meetings. The Committee must meet at least [ ] times during each school year. 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.
3. Additional Duties.
   1. The Committee will advise on the budget related to TDEexpenditures. Financial reports will be available to the Committee at the request of a member.
   2. The Committee will work to ensure that communications about the TDE Plan to teachers and administrators occurs in a timely and consistent manner.
   3. The Committee will make recommendations to the District and Union on modifications to the TDE Plan.
   4. The Committee will review any statutory changes to the requirements in Minn. Stat. §122A.41, Subd. 5 and any changes to the State Plan, if applicable, and make recommendations to the District and Union on modifications to the TDE Plan.
   5. The Committee will discuss and address any inquiries regarding the TDE Plan by the MDE.

**V. PLAN MODIFICATIONS.**

***Option 1***

The parties agree any suggested modifications to the TDE Plan will be discussed at a TDE Oversight Committee meeting. Any modifications to the TDE Plan will be made by mutual agreement. Neither party may unilaterally modify the TDE Plan. The TDE Plan in effect will remain in effect until proposed modifications have been adopted through the ratification and adoption process.

***Option 2***

The parties agree any suggested modifications to the TDE Plan will be discussed at a TDE Oversight Committee meeting. Any modifications to the TDE Plan will be made by mutual agreement. Neither party may unilaterally modify the TDE Plan. The TDE Plan in effect will remain in effect until proposed modifications have been adopted by the TDE Oversight Committee or the parties through the ratification and adoption process.

**VI. POSTING REQUIREMENTS.**

The Committee will determine the appropriate electronic venue to post copies of the TDE Plan so that it is always available. In addition, electronic copies will be sent to all staff at the commencement of the TDE Plan, to new staff at the start of each subsequent school year, and to any staff upon request. Notice to all teachers and administrators must be provided electronically within ten (10) days of any changes to the TDE Plan.

**VII. COMPENSATION.**

Compensation for duties or positions associated with the TDE Plan and the TDE Oversight Committee will be paid in accordance with the collective bargaining agreement between the parties.

**VIII. GRIEVABILITY [or APPEALS PROCESS]**

***Option 1***

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

***Option 2***

**VIII. APPEALS PROCESS.** A claim or dispute as to the interpretation or application of any provision of this Agreement or items incorporated herein will be resolved through an appeals process adopted in the TDE Plan.

Signatures below signify agreement by all parties:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

School Board Chair Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

Superintendent Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

Local Union President Date