

**Q-COMP**  
**MEMORANDUM OF UNDERSTANDING**  
**between**  
**Independent School District No. 271**  
**Bloomington, Minnesota**  
**and**  
**Bloomington Federation of Teachers**  
**Local #1182, Education Minnesota**  
**AFT, NEA, AFL-CIO**

This Memorandum of Understanding (MOU) is entered into between Independent School District No. 271, Bloomington, MN (District) and the Bloomington Federation of Teacher (Federation) to establish and implement an alternative teacher professional pay system (Q-Comp).

With the approval of BFT membership and the Bloomington School Board, Q-Comp began in the 2012-13 school year. Q-comp fulfils the requirements of the MN teacher evaluation law (MN Stat. 122A.414 or 122A.415). It is contingent upon approval from the Federation general membership and the District School Board. The District and the Federation agree that the terms of this Memorandum of Understanding will continue into successive years, unless by April 1 of a given year, the District or the Federation gives notice of intent to withdraw from Q-Comp at the end of that school year. The District and Federation may mutually agree to minor revisions to Q-Comp without renewing this entire document.

Should there be any change to the alternative teacher professional pay systems statutes (MN Stat. 122A.414 or 122A.415) both parties agree to discontinue all provisions of Q-Comp unless an alternative agreement is reached. The discontinuation will occur at on June 30, with all funds accounted for as of that date.

**1. Funding**

- 1.1 All alternative compensation funding from the State of Minnesota and from the local alternative compensation levy will be used exclusively for Q-Comp.
- 1.2 The District may, at its discretion, supplement the funding of Q-Comp from the general fund or other funding sources.
- 1.3 If the State of Minnesota increases the per capita dollar amount of alternative compensation funding, the extra funds will be allocated by the Q-Comp Governing Board with a preference given to increasing performance pay.
- 1.4 Any Q-Comp funds not used in one school year will automatically carry over to the following year's Q-Comp budget.
- 1.5 The Q-Comp Governing Board will make recommendations for the annual Q-Comp budget to the School Board for approval.

**2. Eligibility for Q-Comp**

- 2.1 All teachers, as defined by MN Stat. 122A.40 and the Master Contract, are eligible for all portions of compensation.
- 2.2 Teachers who work a partial year due to late hire, severed employment, leave of absence, sabbatical, parental leave, or retirement will be eligible for all incentive payments, with the pay incentives prorated by the number of observations completed according to when the teacher was hired.

2.3 For the school year, part-time teachers will be eligible for pay incentives on a tiered basis, determined by the teacher FTE:

FTE	PERFORMANCE PAY
0.0-0.332	33.3% of the full incentive amounts
0.333-0.666	66.7% of the full incentive amounts
0.667-1.0	100% of the full incentive amounts

Part-time teachers are eligible to receive full incentive pay provided they notify the Q-Comp Coordinator no later than October 1st annually and meet all of the other Q-Comp requirements for full-time teachers.

2.4 No teacher will receive more than one hundred percent (100%) of Q-Comp incentive amounts.

### **3. Career Ladder Positions**

#### **3.1 Q-Comp Coordinator**

3.1.1 Assignment: One (1) full-time Teacher on Special Assignment (TOSA)

3.1.2 Responsibilities

- a. Lead the team of peer observers to support the development and implementation of Q-Comp.
- b. Conduct peer observations of district-wide Teachers on Special Assignment and assist Peer Coaches with observations as needed.
- c. Work with others to develop assessment tools to measure impact of Q-Comp on teacher practice and student achievement.
- d. Organize and facilitate teacher training for all teachers that supports the Q-Comp plan while supporting ongoing district staff development agenda.
- e. Provide leadership in developing job embedded teacher professional development as outlined in the Q-Comp plan.
- f. Work closely with the Q-Comp team, Federation leadership, Teaching and Learning staff, and PLC site leaders.
- g. Keep all teachers and administrators regularly informed of Q- Comp progress and changes.
- h. Organize and keep record of completed observations, timelines, and other pertinent information necessary for the organization and documentation of the Q-Comp program.
- i. Prepare District and State reports.
- j. Serve as liaison between the District and the MDE.

3.1.3 Qualifications

- a. A valid Minnesota teacher's license. At least eight years of experience working as a teacher.
- b. Experience in a leadership role, experience in Bloomington Public Schools preferred.

- c. Experience working with district administration and Federation leadership preferred.
- d. Demonstrated experience in developing programs as well as orchestrating the necessary services and resources for staff.

3.1.4 Term: Two years in duration with a maximum of five years, as determined by the Q-Comp Governing Board.

3.1.5 Compensation: Per Master Contract.

### **3.2 Peer Coaches**

3.2.1 Assignment: Teacher on Special Assignment (TOSA)

3.2.2 Responsibilities

- a. Conduct peer observations for tenured teachers and provide feedback to tenured teachers on the Q-Comp system.
- b. Train tenured staff in the evaluation/ observation process as outlined in the Q-Comp plan.
- c. Act as resource for professional development opportunities for all staff that would improve the observation and evaluation process.
- d. Maintain ongoing contact with Q-Comp Coordinator. Participate in local, state and national training as needed. Maintain records of observations and other information necessary for the successful implementation of the Q-Comp program.

3.2.3 Qualifications

- a. Tenured Bloomington Public Schools teacher with a minimum of five years' experience teaching in the Bloomington School District.
- b. Displays knowledge of effective, evidence-based teaching practices and employs those practices in his or her role (teacher, counselor, psychologist, etc.).
- c. Demonstrated ability to use data for instructional planning.
- d. Effective participant in a Professional Learning Community.

3.2.4 Term: Two years in duration with a maximum of five years, as determined by the Q-Comp Governing Board.

3.2.5 Compensation: Per Master Contract.

### **3.3 PLC Facilitator**

3.3.1 Assignment: Co-curricular Extra Assignment for classroom teachers.

3.3.2 Responsibilities

- a. Extra co-curricular assignment for classroom teachers.
- b. Works with tenured and probationary teachers.
- c. Facilitates and schedules PLC meetings.
- d. Reports to building administration regarding the team's SMART Goals and PLC Action Plan implementation.
- e. Participates in building level meetings for PLC facilitators. Attends district wide PLC facilitator meetings and training.

3.3.3 Qualifications: Contracted teacher with an interest in staff development and leadership.

3.3.4 Ratio: Minimum one to three

3.3.5 Compensation: \$500.00 per year.

### **3.4 Evaluation**

3.4.1 Each position will be evaluated on the same frequency level as the classroom.

3.4.2 Standards of Effective Practice and a corresponding rubric specific to the career ladder position will be used.

3.4.3 PLC Facilitators will be evaluated by their PLC members and the building principal.

3.4.4 Peer Coaches will be evaluated by the Director of Teaching and Learning, or Building Administrators with input from the Q-Comp Coordinator.

3.4.5 The Q-Comp Coordinator will be evaluated by the Executive Director of Learning and Teaching with input from the BFT President using the Peer Coach/Q-Comp Coordinator forms.

3.4.6 If a TOSA is found to be non-proficient in his or her career ladder position during the school year, he or she will be provided with support and coaching. If by the end of the year he or she is determined to have been ineffective in the year-end evaluation, the teacher will be reassigned the following year.

3.4.7 All TOSAs are eligible to earn performance pay for a site achievement goal. To earn pay for achieving a building goal, they will use the goal from a site where they 1) most recently taught in the district or 2) a site where they are serving as a TOSA. To earn performance pay for an individual achievement goal, it will be written as a growth goal for an audience that is a target of their specific professional service. They will be observed three times per year and will earn performance pay for observations if they are Proficient. They are expected to participate in a PLC and may earn performance pay for completing the PLC expectations that all PLCs are subject to achieve.

#### **4. Observation/Evaluation Process**

##### **4.1 Continuing Contract Teachers**

###### **4.1.1 Peer Observation Cycle:**

<b>Event</b>	<b>Time Period</b>
Fall Planning Conference (may occur with first pre-conference)	September – October
Observation #1 (with pre- and post-conference)	October – November
Observation #2 (with pre- and post-conference)	December – February
Observation #3 (with pre- and post-conference)	February – April
Spring Summative	March – June

4.1.2 The observation process is based on a research based instructional frameworks model for teacher evaluation with adaptations for non-instructional or non-classroom personnel. The process begins with goal setting and concludes with a summative evaluation conference. Standards of Effective Practice provide the foundation for assessing instruction. Rubrics define levels of quality associated with the teaching standards. Peer coaches will use the rubrics to document teacher's performance to the level of proficiency. Administrators may use all levels of the rating scale.

4.1.3 Teachers must identify at least one Domain for growth as part of their individual goal setting process. Classroom teachers may select from Domain 1, 2 or 3 and will rotate through the remaining domains in subsequent years. The Domain selected must have observable elements. Specialists may

select from any Domain that has observable elements. Peer coaches and principals will use a rubric to determine proficiency in the areas selected for observation. Administrators will observe all 4 Domains and may use the full rubric.

4.1.4 Teachers will engage in a minimum of three observations as a means of formative evaluation. Each observation will include a pre- and post- conference. Prior to the initial planning conference, teachers will individually complete the self-assessment. Teachers then select one Domain for growth and create a goal based on an aspect of that Domain.

4.1.5 Teachers and the peer coaches must have a pre-observation meeting to prepare for each classroom observation and to review the teacher's lesson plan including outcomes aligned with the curricular or professional practice and student engagement strategies. The meeting should be used to ensure that the expectations for the observation are clearly understood. An important task during the meeting is for peer coaches to identify the expectations and for teachers to describe the teaching plan for the classroom observation.

4.1.6 Following each lesson, teachers will complete a self-reflection on the lesson. This form is not submitted to peer coaches, but teachers must show that the form to peer coaches.

4.1.7 To earn performance pay, teachers must earn a overall rating of at least Proficient in the selected Domain in a minimum of two out of the three observations or earn an overall rating of at least Proficient in the third observation. An overall rating of Proficient is defined as a majority of the Elements in the Domain present in the lesson and rated as Basic, Proficient, or

Distinguished with no more than one Element marked as Basic. There can be no Unsatisfactory rating in any Element in the third observation.

4.1.8 Teachers will be informed at a summative spring conference whether they have met the conditions for performance pay.

4.1.9 Prior to the summative spring conference, peer coaches will consult with the supervising administrator to agree on feedback relating to teacher performance to share at the summative conference.

4.1.10 In the Spring Summative meeting teachers discuss the overall performance over the course of the observation cycle, as well as identify and discuss areas for growth or improvement. Teachers may also record areas for growth or improvement in the coming year. This will link observation data from year to year and between observers. In addition, teachers review necessary year end paperwork.

4.1.11 Teachers will be given a completed copy of the Teacher Summative Report. When the teacher is on high cycle this form is completed by the administrator and is placed in the teacher's personnel file.

4.1.12 If teachers do not reach the Proficiency levels targeted, they will be required to select the same Domain again for the next year. Teachers will be paired with a mentor and required to observe their classroom at least once in the following fall prior to their goal setting and initial planning conference. If they are not Proficient a second year in a row, teachers will be placed on a formal improvement plan and the supervising administrator will conduct a minimum three observations the following year.

## **4.2 Probationary Teachers**

4.2.1 Probationary teachers will be formally observed three times a year. Building administrators or program directors will conduct two formative and one summative evaluation and will hold professional dialogue meetings with teachers following each observation. The evaluation system will adhere to the same steps in the process used with tenured teachers.

4.2.2 At the end of the third year, probationary teachers must show proficiency in all components of the Danielson model.

## **4.3 Portfolio Option**

Teachers will have an option to supplement evidence of proficiency with a portfolio. The portfolio does not replace any of the defined observations.

**5. Performance Pay**

5.1 Teachers will be paid based on the salary matrix in the Master Contract.

5.2 Performance pay consists of four parts to be awarded by October 1 of each year, as follows:

School-Wide (Site) Student Achievement	Individual Student Achievement	Teacher Observations	PLC Participation & Achieving the PLC Goal
\$1.00	\$1.00	\$800.00	\$800.00
		50%	50%

5.2.1 **School-Wide (Site) Student Achievement:** Teachers who work at a site that successfully meets its annual site goal earn \$1.00 in performance pay.

5.2.2 **Individual Student Achievement:** Teachers who successfully complete their Teacher Goal through their Professional Growth Plan (PGP) earn \$1.00 in performance pay. The PGP must include an individual student achievement goal or a SMART goal relevant to the teacher’s area of assignment and site goal, and include an action plan for completion.

- a. Goals for the teacher professional growth plan will be begin with a self–analysis. Once an area for instructional improvement is selected, the teacher will complete the Student Achievement Goal and Professional Growth Planning Form that will identify his or her individual student goal and the Domain they have selected to focus on in the observation cycle as a result of completing the self-assessment.
- b. Assessment of the teacher’s professional growth will be evaluated based on peer observations aligned to the observable Domains of teaching responsibilities the teacher selected to focus on in the observation cycle.
- c. The professional growth plan may include in the action plan any of the defined professional development activities including, but not limited to: work completed within the PLC, looking at student work, creating common formative assessments, reviewing video-taped lessons for scoring consistency, action research, attending conferences, in-service sessions, and/or site visits.

5.2.3. **Teacher Observations:** Teachers who earn a overall rating of at least Proficient in the selected Domain in a minimum of two out of the three observations or earn an overall rating of at least Proficient in the third observation will earn \$800.00. An overall rating of Proficient is defined as no Unsatisfactory component rating and no more than one Basic component rating.

5.2.4 **PLC Participation & Achieving the PLC Goal:** Teachers who fulfill all requirements of PLC participation earn a total of \$800.00:

- a. **PLC Participation** = \$400.00
  - Participate successfully in PLC meetings
  - Attend at least eighty percent (80%) of PLC meetings
- b. **Fully achieved PLC Goal** = \$400.00
  - Partially-achieved goal defined as 50%-99% achievement = \$200.00

## **6. Salary Schedule**

6.1 The Salary Schedule in the Contract will continue in full force and effect.

6.2 The structure of the salary schedule will remain intact. Teachers will continue to make horizontal movements as outlined in Section 6.9 of the contract.

6.3 Vertical movement on the schedule will be as follows:

6.3.1 Teachers who earn a rating of Proficient or Distinguished in the selected Domain in a minimum of two out of the three observations, or be rated as Proficient or Distinguished in the third observation will be granted a step at the beginning of the subsequent school year.

6.3.2 Teachers' placement on the salary schedule in 2011-12 will serve as the starting point for determining step movement.

6.3.3 Once a step is achieved, it becomes a permanent part of a teacher's salary.

6.3.4 The values of the salary schedule will continue to be negotiated as part of the Contract.

6.3.5 As is current practice, the District and a newly hired teacher must mutually agree upon initial placement on the performance increment chart.

6.4.6 Teachers ineligible for additional steps because they have already achieved the highest performance increment will remain eligible for all other incentives.

## **7. PLC Meeting Time**

7.1 In order to meet the time required by Q-Comp for teachers to meet in PLCs, teachers may adjust their work schedules by thirty (30) minutes no more than one day per week. Teachers must submit their PLC meeting schedules to their supervisors in advance.

7.2 PLCs will meet an average of fifty (50) minutes per week over the school year.

## **8. Q-Comp Governing Board**

8.1 The Q-Comp Governing Board will be comprised of an equal number of District and BFT representatives. The Q-Comp Coordinator will chair the Q-Comp Governing Board will count as one of the Federation representatives.

## **9. Appeals Process**

9.1 Any teacher with a concern about any aspect of Q-Comp is encouraged to work with the Peer Coach, PLC Facilitator, and/or the Q-Comp Coordinator to resolve the issue.

8.2 If teachers believe that they have been unfairly denied Q-Comp compensation for observations and PLC participation, they may appeal to the Q-Comp Coordinator to mediate according to the process outlined in this section. This does not apply to attainment of personal or site goals.

8.3 A formal appeal will be made in writing to the Q-Comp Coordinator. The request will be submitted on the official appeals form within ten (10) contract days of the conference, observation, or concern. If this timeline is not met because the teacher is pursuing an informal resolution to the issue, the Q-Comp Coordinator may extend the deadline for submission of an appeal.

8.4 The Q-Comp Governing Board will meet within fourteen (14) contract days of receipt of the written appeal. The Q-Comp Coordinator will be responsible for scheduling the appeals meeting. This timeline may be extended upon mutual agreement of the Q-Comp Coordinator and the teacher.

8.5 The teacher and other involved parties will have the opportunity to speak to the Q-Comp Governing Board, though an individual may present information in writing instead if she/he so chooses. There will be a 30-minute limit to each side's arguments and/or testimony. Q-Comp Governing Board members may question individuals who testify.

8.6 The teacher has the right to Federation representation at the appeals hearing. The Federation representative may speak as part of the teacher's allotted time.

8.7 Upon conclusion of the appeals hearing, the Q-Comp Governing Board will meet in private to deliberate. Decision will be by majority vote (more than half the votes cast) when a quorum of fifty percent (50%) of the Q-Comp Governing Board is present.

8.8 The Q-Comp Governing Board may uphold an appeal, deny an appeal, or recommend another course for resolution.

8.9 The teacher must be notified in writing of the results of the appeal no more than seven (7) contract days following the hearing.

#### **10. Contingency**

Should either party give notice of intent to withdraw from Q-Comp per this MOU, the provisions of this MOU will cease on June 30 of that year. All performance pay and steps earned through that school year will be paid per this MOU.

9.1 The salary schedule will remain in full force and effect.

9.2 The value of the salary schedule will not be diminished. All teachers will move to the next step earned during that school year.

9.3 Teachers will continue to make horizontal movements according to the Section 6.9 of the Master Contract.

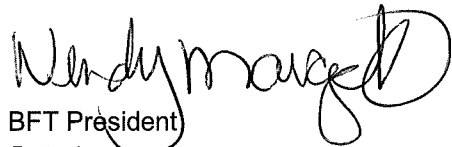
9.4 Teachers will revert back to annual step movement as per the Master Contract.

#### **10. Future Information**

Additional detail can be found in BFT-BPS Q-Comp application approved by the Minnesota Department of Education.

Signed:

**For: *Bloomington Federation of Teachers*  
*Local #1182***



BFT President

Dated:

1/24/20

**For: *Independent School District No. 271*  
*Bloomington Public Schools***



HR Director

Dated:

rev: