

Collective Bargaining Agreement (Sample)

Implementing district-wide use of video for teacher evaluation or professional development will require working with the local teachers unions and, in rare cases, involve collective bargaining. Before starting those conversations it is important to be fully aware of the collective bargaining practices in your state or district. As you know, gaining the support of the teachers unions is critical to the success of video observations.

On the next page, we have provided an example of how one district has addressed the use of video in teacher evaluations in their collective bargaining agreement. This is by no means the only way to address the use of video but hopefully the language provides a starting point to draw from in your own context.

7. The parties agree to create an evaluator form that will allow evaluators to rate and delineate between all components observed during a classroom observation as well as (for components 1a, 1e, and 4e only) observed within fifteen (15) school days prior to the classroom observation as part of an assessment of a teacher's preparation and professionalism. Each evaluator form shall contain lesson-specific evidence for components observed during a classroom observation and teacher-specific evidence for components observed as part of an assessment of a teacher's preparation and professionalism.
8. An evaluator shall not include or consider evidence regarding the preparation and professionalism on an evaluator form if such evidence (or conduct) is also contained in a disciplinary letter to the teacher's file, unless the evidence was directly observed by the evaluator during a classroom observation (in which case the evidence may be on both an evaluator form and in a disciplinary letter). Evidence not related to components 1a, 1e, and/or 4e, or directly observed by the evaluator in the fifteen (15) school day period immediately preceding a classroom observation shall not be considered in a teacher's evaluation.
9. Consistent with the Commissioner's Decision, there shall be Initial Planning Conferences ("IPC") and Summative End of Year Conferences (as defined therein). Teachers shall have the sole discretion of setting professional goals as part of the IPC. The DOE will explicitly state this in guidance for evaluators and educators for the 2014-15 school year and thereafter.

Videotaping and Photographing

1. All observations shall be conducted in person. The teacher and evaluator may mutually consent to evaluators not being present when videotaping.
2. A teacher may choose to have his/her observations videotaped. If a teacher chooses to have his/her observations videotaped he/she shall select among the following options:
 - (a) the evaluator will choose what observations, if any, will be videotaped; or (b) the evaluator shall videotape the observations in the following manner: (i) if the teacher selected Option 1, the formal observation shall be videotaped; (ii) if the teacher selected Option 2, two (2) of the informal observations shall be videotaped (at the evaluator's option); or (iii) if the teacher selected Option 3, one (1) of the informal observations shall be videotaped (at the evaluator's option).
3. Evaluators who take photographs during observations relevant to the Danielson Rubric, should, to the extent practicable, be unobtrusive (for example, photographs may be taken at the end of the observation).

Covered Employees

1. The DOE and the UFT agree to jointly request that the State Education Department issue a determination as to whether teachers of programs for suspended students and teachers of programs for incarcerated students are subject to Education Law § 3012-c (and therefore subject to this APPR Plan). Such decision shall be incorporated by reference into this APPR Plan.
2. In order for a classroom teacher to be covered by this APPR Plan, the teacher must be teaching for at least six (6) cumulative calendar months in a school year. If the teacher does not satisfy this requirement he/she shall not be covered by this APPR Plan and shall be subject to the evaluation system set forth in Article 8J of the collective bargaining agreement and Teaching for the 21st Century.
3. The following shall apply to teachers who are teaching for more than six (6) cumulative calendar months in a school year but less than the full year due to either (a) paid or unpaid leave of absence; (b) reassignment from teaching responsibilities; or (c) the teacher commenced, or separated from, employment mid-year:
 - (a) When a teacher is absent from the first day of school until the last Friday of October, the IPC (as defined in this APPR Plan) shall be conducted within ten (10) school days of his/her return to school.
 - (b) When a teacher is absent between the last Friday of April and the last Friday of June, and the absence was foreseen and the evaluator was aware that the teacher would not be present during this period (e.g., they are taking a maternity leave), the Summative Conference shall be held before the teacher leaves.
 - (c) When a teacher is absent between the last Friday of April and the last Friday of June and the absence was unforeseen (e.g., extended leave) and therefore the evaluator could not conduct the Summative Conference ahead of time, the Summative Conference shall be held no later than the last Friday of October in the following school year. Evaluators shall have the discretion to conduct the IPC and Summative Conference at the same time but must fulfill all the requirements of both conferences.
 - (d) When a teacher is unexpectedly absent for the remainder of the school year (e.g., extended leave), the teacher shall have a minimum of two (2) observations, which shall fulfill the observation requirements set forth herein.
 - (e) When a teacher is absent during the period when the baseline or post-test assessments are administered, and the teacher was assigned individual target populations for his/her State and/or Local Measures, the teacher will still receive Local and/or State Measures for individual target populations.