

MEMORANDUM OF AGREEMENT  
BETWEEN  
JEFFERSON COUNTY BOARD OF EDUCATION  
AND  
JEFFERSON COUNTY TEACHERS ASSOCIATION

In accordance with Article 37 Section C of the JCBE/JCTA Agreement, the Parties hereby agree to add an extra service category labeled "LEAP pool" at the rate of .4 (no steps for service) and replace the current language of Article 8 of the JCBE/JCTA Agreement with the below language:

ARTICLE 8 – EMPLOYEE EVALUATION

The performance of all employees shall be evaluated according to procedures developed by the Employer or its agents. Such procedures shall be limited by the provisions of Section A. Upon the observation of significant deficiencies in work performance, the provisions of Section B or C, whichever is applicable, shall be followed in addition to those in Section A. Any evaluation used as a basis for adverse action shall be conducted according to Section B or C in addition to Section A.

Section A    General Evaluation Procedure

1. All monitoring or observation of work performance of an employee shall be conducted openly and with full knowledge of the employee.
2. All evaluations shall be in writing. If evaluation forms not requiring narrative style are used, they shall be jointly designed by the Parties.
3. Observations by the evaluator shall be required prior to the evaluation of an employee's classroom work performance.
4. Evaluations shall acknowledge the strengths of employees, as well as deficiencies, and shall note all data used to support the conclusions made by the evaluator. The evaluator shall make a fair and objective effort to determine whether deficiencies have been corrected.
5. Employees shall be evaluated only by appropriate administrators with rating authority in compliance with state law and regulation.
6. The evaluator shall take into consideration and note in writing any circumstances that may adversely affect an employee's performance.

7. Student test scores may be used to evaluate achievement and progress of students and the district's instructional program; however, these scores shall only be used to evaluate the work performance of employees as specified by the JCPS Certified Evaluation Plan.
8. A conference shall be held between the evaluator and the employee after the written evaluation is received by the employee.
9. Observations for which advance notice (date and time) is required shall be identified in the Certified Evaluation Plan.
10. Evaluations must be completed no later than April 15 and submitted to the employees by no later than May 1 except for those employees who have been identified as having significant deficiencies in which case the provisions in Section B of this article will apply.
11. The performance of all Special Area Teachers/Traveling employees shall be evaluated by each principal.
12. An Advisory Committee, including employees nominated by the Association shall be established annually for the purpose of reviewing and recommending modification, if any, to the evaluation plan.
13. Tenured employees will be evaluated at least every three years. Non-tenured employees will be evaluated yearly. Employees on deficiency may be evaluated within the year of the deficiency.
14. Mini observations will only be included in the personnel file as part of the summative evaluation.

Section B Intensive Support: When significant deficiencies in work performance have been observed an employee may be placed in Intensive Support as follows:

1. Significant deficiencies in work performance shall be noted in writing and discussed with the employee in a conference.
2. The evaluator shall observe the employee's work performance a minimum of four (4) 30-minute periods within a twelve-week period (60 worked days) beginning with notification. For the employee not assigned to a classroom, the evaluator must observe the work performance of the employee for four (4) 30-minute periods when the employee is fulfilling the employee's job responsibilities. The employee shall be notified in advance of the time and date of one (1) observation for evaluative purposes during the Intensive Support

period. Intensive Support observations shall be documented on a mutually agreeable form.

3. Each observation shall be followed by an evaluator/evaluatee conference within the first five (5) days the employee is at work following the observation.
4. The evaluator shall identify professional staff services and/or materials that the employee may use to help correct the identified deficiencies. There shall be identified at least one (1) professional staff person who will not evaluate the employee, but who will be available to assist/help a teacher on deficiency correct the identified deficiency areas.
  - a) Once the Employer has identified the professional staff person to be assigned, the employee on deficiency will have the option of waiving any contractual right to assistance from the non-evaluative professional staff person assigned.
  - b) The employee, the Association and the Employer will confirm in writing via a mutually agreeable form that the required assistance has been offered and/or the employee has waived their right to the assistance. This will occur within the first ten (10) days after the notice of significant deficiency is issued. Should the employee refuse to confirm the offer in writing, the Employer will confirm the refusal in writing and provide the Association a copy.
  - c) The Association and the Employer agree that the non-evaluative professional staff person assigned to provide assistance will not provide any testimony or evidence, before any arbitrator, concerning the teacher on deficiency. However, the Employer may provide evidence of dates, times, and description of assistance provided.
5. The Evaluator shall summarize the observations and conferences in writing and provide a copy to the employee.
6. Intensive Support observations will only be included in the personnel file as part of the resulting summative evaluation.
7. An employee who has been placed in Intensive Support may appeal the summative evaluation resulting from Intensive Support, but employment decisions based on the Intensive Support process cannot be appealed to a LEAP.

Section C Exception

When a significant deficiency in work performance is recurring but does not lend itself to 30-minute observations, the evaluator shall note the deficiency in writing and hold a conference with the employee to discuss the deficiency, identify professional staff services and/or materials and to establish a specific timeline of no more than forty-five (45) worked days for correcting the deficiency. Periodic conferences shall take place within the specified time to assess progress towards correcting the deficiency. At the end of the specified timeline, the evaluator shall write a summary of the conferences and provide a copy to the employee.

Section D KTIP interns will be provided release time to observe other employees if recommended by their KTIP committee.

Section E Non-Renewal

The Superintendent's right of non-renewal will be exercised according to the following terms and conditions:

1. Non-tenured teachers shall have a mid-year performance evaluation if the teacher worked full time in the classroom at least two-thirds (2/3) of the period before the Evaluation Deadline. This mid-year evaluation will replace one of the mini observations required by the current evaluation process. The mid-year evaluation process will include:
  - a) Completion of a mid-year evaluation form including ratings and evidence for the domains specified in the Certified Evaluation Plan;
  - b) A narrative section where specific recommendations for improvement will be listed; and
  - c) A recitation of support services offered for areas of improvement noted
2. When issuing a mid-year performance evaluation, the principal shall meet and discuss the evaluation with the teacher. The evaluation will be placed in the teacher's personnel file after the teacher has had the opportunity to comment upon the evaluation in writing [which must be received by the principal within twenty-one (21) calendar days following receipt by the teacher of the evaluation] and said comment, if timely received, shall also be included in the personnel file.
3. The performance evaluation will be provided to the teacher by February 15.
4. Mid-year evaluations will only be done for teachers the principal believes could be recommended for non-renewal based on performance.

5. The Parties agree that the Superintendent retains the right to non-renew the limited contract of a teacher pursuant to KRS 161.750 and such right to non-renewal is not impacted, abrogated or diminished by or subject to the Agreement between the Employer and the Association. The Association will not arbitrate or litigate the non-renewal of the limited contract of any teacher, or seek the re-employment of a teacher who has been non-renewed as a remedy to any grievance or litigation, except that the Association may file a grievance seeking renewal on behalf of a non-renewed teacher if that teacher worked full time in the classroom at least two-thirds (2/3) of the period before the Evaluation Deadline and did not receive a mid-year performance evaluation prior to February 15. The subject of the grievance shall be expressly limited to whether the mid-year performance evaluation was drafted and made available to the teacher by the principal before the Evaluation Deadline.
6. The Parties agree that non-renewal based on employee misconduct/discipline is not subject to the procedural requirements of Article 8 of the Agreement. Employee misconduct/discipline that occurs during a contract term may be grieved under Article 9 of the Agreement; however, the grievant may not seek as a remedy in such grievance-arbitration process renewal of the contract.
7. The Employer will agree not to report to EPSB the non-renewal of a non-tenured teacher's contract for failure to meet local standards for quality of teaching performance unless such a report is otherwise required by law.
8. In a non-tenured teacher's fourth year, the Superintendent shall use the following process prior to not renewing the teacher's contract for performance reasons (and thereby denying the teacher tenure):
  - a) If performance issues are noted that could lead to non-renewal, the teacher shall be notified of the potential for non-renewal by March 1 and shall be provided assistance, including but not limited to:
    - i) An evaluator shall observe the employee's work performance a minimum of two (2) 30-minute periods within a six-week period (30 worked days) beginning with notification. For the employee not assigned to a classroom, the evaluator must observe the work performance of the employee for two (2) 30-minute periods when the employee is fulfilling the employee's job responsibilities.

- ii) An evaluator/evaluatee conference within the first ten (10) days the employee is in attendance following each observation that is documented on a mutually agreeable form. The evaluator will provide recommendations for improvement.
  - iii) The evaluator's written summary of observations and conferences.
- b) Following the recommendation of non-renewal by a principal, the matter shall be referred to a Review Committee:
  - i) The Review Committee will be selected on an annual basis and shall consist of five (5) persons: three (3) teachers designated by the Association and two (2) administrators designated by the Employer, hereinafter referred to as the "Review Committee." The teachers will be excused from their normal duties and there will be no Association Leave charged for the time spent on Review Committee activities;
  - ii) The Review Committee shall review the personnel record of the teacher and hear presentations, if any, from: the teacher, his or her Association Representative, the principal, the evaluator discussed above, and a representative of Human Resources;
  - iii) The Review Committee shall also consider the teacher's performance since the mid-year performance evaluation and any other matter that the Parties wish to present;
  - iv) The Review Committee shall then issue a recommendation to the Superintendent concerning the teacher's request for an additional contract. If possible, the Review Committee will submit a joint recommendation. If not, differing recommendations will be submitted.
- c) The Superintendent, after considering the recommendation(s) of the Review Committee, shall determine whether the teacher's contract will or will not be renewed. However, if no recommendations are received prior to the fifteen (15) days before the deadline established by KRS 161.750 for issuing non-renewal notices, the Superintendent shall make a determination based on any information he or she deems appropriate. A fourth-year teacher will have no right to grieve the Superintendent's decision not to renew, except on the grounds that the required evaluation and non-renewal process described herein was not followed.

9. All the preceding provisions of Article 8, Section E, do not apply to tenured teachers.

Section F Local Evaluation Appeal Panel (LEAP)

1. Evaluations may be appealed to a LEAP in accordance with the JCPS Certified Evaluation Plan (CEP); after deliberation, LEAP may decide to do one or more of the following:
  - Uphold the evaluation; or
  - Call for an additional or a replacement evaluation by the same or a different trained evaluator; or
  - Rule in favor of the appellant; either in whole or in part. (If the LEAP rules in favor of the appellant, the LEAP shall have the authority to modify the evaluation or to delete/remove some or all of the evaluation).

However, a LEAP will be without authority to amend, delete, or otherwise affect any employment action made by JCBE such as but not limited to termination or non-renewal of an employee's contract.

2. Employees may choose to appeal an evaluation either through a LEAP or through the grievance process. If the employee opts to use a LEAP for appeal, the employee waives the right to the grievance procedure. If the employee opts to use the grievance procedure, the employee waives the right to a LEAP for appeal.
3. The parties agree that Evaluation Form E-2 and mid-year evaluations are not appealable through the LEAP.

**BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY**

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David A. Jones Jr., Chairperson

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Date

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Donna M. Hargens, Ed.D., Superintendent

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Date

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Robert W. Tanner, Director  
Labor Management & Employee Relations

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Date

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Michael Raisor, Ph.D., Chief Operations Officer

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Date

**JEFFERSON COUNTY TEACHERS ASSOCIATION**

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Brent McKim, President

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Date

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DeeAnn Flaherty, Executive Director

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Date