

DECEMBER 12, 2011

Agenda Item: **VIA. Approval of Transformation Model Memorandum of Agreement with the Jefferson County Teachers Association**

Recommendation: Superintendent Donna Hargens recommends the Board of Education approve the attached Memorandum of Agreement with the Jefferson County Teachers Association that provides a description of a Transformation Model that may be used by State identified Jefferson County persistently low-achieving (PLA) schools.

Rationale: When the Kentucky Department of Education identifies a school as being persistently low-achieving (PLA), the district is required to adopt one of four intervention models for that school. The options include closing the school, choosing an education management organization (EMO) to operate the school, restaffing the school, or adopting a Transformation Model. To date, the district has adopted the Restaffing Model for the PLA schools that were identified for the 2009-10 and 2010-11 school years.

Since the Federal and State requirements for the Transformation Model contain a number of provisions that are inconsistent with some of the Jefferson County Teachers Association's (JCTA) labor agreement provisions, the administration has been working to come up with an agreement that is acceptable to the Association and still meets those requirements. The attached document outlines how the Transformation Model would operate if, in the future, the Board of Education should choose to adopt it as an intervention alternative.

Administration intends to bring forth recommendations for the PLA schools identified for the 2011-12 school year in January.

Submitted by: W. S. Eckels

Attachment: Transformation Model MOA

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered in to by and between the Board of Education of Jefferson County, Kentucky ("the school district"), and the Jefferson County Teachers Association ("the teachers association"), hereinafter, "the parties".

The parties mutually and in good faith agree to the following:

1. This Memorandum of Agreement ("MOA") constitutes a modification of the existing collective bargaining agreement between the parties ("the Agreement") for those schools that fall within its scope (see ¶ 2 below) and it shall expire with the current Agreement, unless extended by mutual agreement of the parties.
2. The procedures set forth herein shall apply to a school that has been identified as a "persistently low-achieving school" ("PLA school") during the 2011-2012 school year and is engaged in the "transformation option" within the meaning of KRS 160.346(9)(d). This MOA shall only apply to a PLA school during the years that it is engaged in the transformation option. This MOA shall not apply to a non-PLA school, and shall not apply to a PLA school not engaged in the transformation option. Provisions of the parties' existing Agreement that are not modified herein shall remain in full force and effect for PLA schools engaged in the transformation option.
3. The parties shall make every effort to interpret and apply this MOA in a manner consistent with the terms and conditions of the parties' existing Agreement. However, the terms of this MOA shall take precedence over any inconsistent provision in the Agreement.
4. Except as provided in Section 6 and subsection b of Section 11 of this MOA, the evaluation process set forth in this MOA shall not be used to make personnel decisions or for any purpose other than to inform instructional practice and guide professional growth for the next three years.
5. Teacher Evaluation. A joint Educator Quality Oversight Committee shall be established. The committee shall consist of equal numbers of representatives appointed by the superintendent of the Jefferson County Public Schools and the president of the Jefferson County Teachers Association. All appointments shall be made by mutual agreement. **The Educator Quality Oversight Committee shall implement the Kentucky Department of Education Teacher Effectiveness Framework by developing and implementing a performance evaluation system that, at a minimum, includes the following:**
 - a. An evaluation structure that establishes four performance classifications: "Developing", "Accomplished", "Exemplary", and "Ineffective."
 - b. Formative evaluations which shall include the components set forth in this subsection:

- i. Developing teacher:
 - a) Individual Professional Growth Plan;
 - b) Evaluation of evidence to demonstrate student growth toward learning targets as set forth in subsection f. of this section;
 - c) Five (5) formative observations with immediate feedback to be provided no later than five (5) working days after each evaluation; and
 - d) Immediate implementation of supports to assist in moving toward Accomplished status.
 - ii. Accomplished or Exemplary teacher:
 - a) Individual Professional Growth Plans based on goals within one of two career ladder tracks (see ¶ 8 below); and
 - b) Evaluation of evidence to demonstrate student growth toward learning targets as set forth in subsection f. of this section.
 - iii. Ineffective teacher:
 - a) Individual Professional Growth Plan;
 - b) Evaluation of evidence to demonstrate student growth toward learning targets as set forth in subsection f. of this section;
 - c) Five (5) formative observations with immediate feedback to be provided no later than five (5) working days after each evaluation; and
 - d) Immediate implementation of individualized supports to address weaknesses or deficiencies.
- c. Summative evaluations shall be conducted as follows:
- i. Annual evaluations for Developing and Ineffective teachers;
 - ii. Evaluations every three (3) years for Accomplished and Exemplary teachers whose students exhibit adequate student growth toward learning targets based on evidence as set forth in subsection f. of this section; and
 - iii. Annual evaluations for Accomplished and Exemplary teachers whose students do not exhibit adequate student growth toward learning targets based on evidence as set forth in subsection f. of this section; and
- d. The formative and summative evaluations are to be conducted by a school administrator (principal or appointee) and a school district representative. The school district and teachers association shall work to identify appropriate school district representatives that are mutually agreeable to the parties.
- e. The summative evaluations shall include the components set forth in this subsection:
- i. Developing teacher:
 - a) Two (2) formal classroom observations;
 - b) Evaluation of evidence to demonstrate student growth toward learning targets as set forth in subsection f. of this section; and

- c) Tenure review at the end of four years pursuant to KRS 161.740.
 - ii. Accomplished or Exemplary teacher:
 - a) Two (2) formal classroom observations; and
 - b) Evaluation of evidence to demonstrate student growth toward learning targets as set forth in subsection f. of this section.
 - iii. Ineffective teacher:
 - a) Individual Professional Growth Plan;
 - b) Three (3) formal classroom observations; and
 - c) Evaluation of evidence to demonstrate student growth toward learning targets as set forth in subsection f. of this section.
- f. Sources of evidence for a comprehensive summative and formative evaluation system to demonstrate student growth toward learning targets:
 - i. Shall include:
 - a) Formative student assessment results and interim benchmarks assessments;
 - b) Summative student assessment results, including, but not limited to:
 - 1. Evidence of student growth on tests required under the state assessment system for teachers whose content areas and grade levels are assessed; and
 - 2. End-of-course exams required under the state assessment system for teachers whose content areas and grade levels are assessed; and
 - c) Results of program reviews required under the state assessment system for teachers whose content areas and grade levels are reviewed; and
 - ii. May include:
 - a) Student work analysis;
 - b) Data disaggregation matrix;
 - c) Gap goals and progress documentation;
 - d) College readiness;
 - e) Graduation rates;
 - f) Dropout rates;
 - g) Student performance;
 - h) NRTs;
 - i) Authentic assessments including performance-based assessments;
 - j) Culminating projects and exhibitions of learning; and
 - k) Additional sources of evidence as determined by the Educator Quality Oversight Committee.
- g. Formative and summative evaluations and related materials shall be considered confidential and shall not be released, except as required by law.

6. Renewal or Nonrenewal of Limited Contracts. The provisions of KRS 161.750, related to the renewal or nonrenewal of limited contracts, shall remain in effect for teachers in a school engaged in the transformation option under this MOA.
7. Supports for Professional Growth. The school district shall provide a variety of individualized supports to teacher to promote professional growth, to include the following components:
 - a. Developing teacher:
 - i. Individualized professional growth plan;
 - ii. Funding to attend professional development directly aligned with the teacher's professional growth plan; and
 - iii. At a minimum, one (1) monthly scheduled planning session. If a scheduled planning session is missed due to an absence, it shall be rescheduled as soon as practicable.
 - b. Accomplished or Exemplary teacher:
 - i. Individualized professional growth plan based on goals within one of two career ladder tracks (see ¶ 8 below); and
 - ii. Funding to attend professional development directly aligned with the teacher's professional growth plan.
 - c. Ineffective teacher:
 - i. Individualized Professional Growth Plan;
 - ii. Funding to attend professional development directly aligned with the teacher's professional growth plan; and
 - iii. At a minimum, one (1) weekly scheduled planning session with a master teacher. If a scheduled planning session is missed due to an absence, it shall be rescheduled as soon as practicable.
8. Career Ladder Tracks. The Educator Quality Oversight Committee shall develop and implement a career ladder system with two tracks, a Classroom Track available to Accomplished or Exemplary teachers, and a Master/Consulting Teacher Track available to Exemplary teachers only. Each Career Ladder level will be competitive and require at least a two (2) year commitment.
 - a. Classroom Teacher Track - For Accomplished or Exemplary teachers wishing to remain in the classroom or become instructional leaders within a school. Examples of Classroom Track positions may include, but not be limited to, team leader, peer teacher, or department chair.
 - b. Master/Consulting Teacher Track - For Exemplary teachers wishing to become instructional leaders at the district level. Examples of Master/Consulting Track positions may include, but not be limited to, resource teacher, staff development leader, consulting teacher, or instructional coach.

9. Compensation and Incentives for Professional Growth, Recruitment, and Retention.

The Educator Quality Oversight Committee shall develop and implement a set of compensation, recognition, and support opportunities designed to promote the pursuit of professional growth opportunities and the recruitment and retention of teachers who can be effective in a turnaround environment, to include the following components:

a. For all teachers:

- i. Common planning time;
- ii. New teacher cohort support program;
- iii. Compensation for participation in after-school professional learning communities; and
- iv. School-wide funded parent engagement program.

b. For Developing, Accomplished, and Exemplary teachers:

- i. A "basket" of incentive choices from which an eligible teacher may select. Examples of incentives may include, but not be limited to; bonus or loan forgiveness for teaching in a high-need school with a three (3) year commitment, health club membership, child care subsidies, and other incentives; and
- ii. Tuition reimbursement for pursuit of a master's degree.

c. For Accomplished, and Exemplary teachers:

- i. Fee remission for participation in the National Board for Professional Teaching Standards certification process and a bonus for successful completion; and
- ii. Summer school teaching opportunities.

d. Ineffective teachers:

- i. No additional compensation for leadership opportunities; and
- ii. Not eligible for school rewards for staff (see ¶10 below).

e. Hiring of teachers:

- i. Teachers with less than two (2) years experience must exhibit competencies established by the school district to determine the capacity of a teacher to work within a turnaround environment to meet the needs of students.

10. System to Recognize and Support School Staff. In collaboration with teachers and principals, the school district shall develop and implement a system to reward school staff through monetary and non-monetary means, based on increased student achievement and high school graduation rates.

- a. The system shall provide school-wide bonuses to all certified and classified staff, except that ineffective teachers shall not be eligible for bonuses established under this section.
- b. Bonuses shall be provided to all staff when a school meets or exceeds specific performance goals established in the Comprehensive School Improvement Plan (CSIP) developed under the requirements and guidelines for the federal School Improvement Grant (SIG) program.
- c. The teacher representatives on each school's SBDM Council or School Advisory Council and the principal shall serve as a School Improvement Committee for the given school. In the absence of elected teacher representatives serving on a school's SBDM Council or School Advisory Council, the teachers in the school shall elect three teacher representatives by secret ballot to serve with the principal on the School Improvement Committee.
 - i. The School Improvement Committee shall review all pertinent information related to school performance and recommend school performance goals for approval by the certified staff of the school.
 - ii. All goals approved by school shall be reviewed and approved by the Educator Quality Oversight Committee. The Educator Quality Oversight Committee may require a school to revisit its selected goals.
 - iii. The goals shall take into account data on student growth as a significant factor, as well as other factors such as multiple observation-based assessments of student performance, and increased high school graduation rates (if applicable).
 - iv. "Student growth" as used in this MOA means the change in achievement for an individual student between two or more points in time. For grades in which the state administers summative assessments in reading/language arts and mathematics, student growth data must be based on the State's assessment under section 111(b)(3) of the ESEA. A state may also include other measures that are rigorous and comparable across classrooms.
- d. School performance goals may be established regarding the following measures, or other measures determined by the Educator Quality Oversight Committee:
 - i. Achievement gap reduction;
 - ii. Percentage of students scoring "proficient" or "distinguished" on the statewide assessment in specific content areas;
 - iii. Percentage of students meeting statewide "college and career ready" standards established by the Kentucky Department of Education;
 - iv. Percentage of students passing statewide end-of-course assessments;
 - v. PLAN/ACT scores;
 - vi. High school graduation rate;

- vi. High school graduation rate;
 - vii. Percentage of high school students successfully completing dual credit courses;
 - viii. Percentage of students receiving a "3" or better on AP examinations; and
 - ix. Results of program reviews within the statewide assessment and accountability system.
- e. Accomplished, and Exemplary teachers shall be eligible for additional compensation based on the differentiated roles and work responsibilities connected to specific jobs within the Classroom Teacher and Master/Consulting Teacher Career Ladder Tracks (see ¶ 8 above).

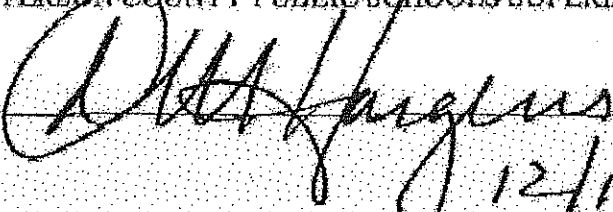
11. Discipline, Supports, and Removal of Ineffective Teachers.

- a. Disciplinary action:
- i. Disciplinary action for an Ineffective teacher based on the teacher's professional performance, including his or her removal, shall occur only after the teacher has received support and ample opportunities to improve professional practice as required by the federal SIG program and as set forth in this MOA.
 - ii. Nothing in this MOA shall be construed to limit the ability of the school district to discipline a teacher in conformity with procedures set forth in statute and the Agreement between the parties for violations of a rule, regulation or order of management not related to teacher effectiveness.
- b. Finding of significant deficiency. The significant deficiency process provided for in the Agreement may be initiated at any point during the school year based on a judgment reached by the principal that takes into account a teacher's formative and summative evaluation(s). In addition, the significant deficiency process shall be initiated if a teacher is determined to be Ineffective in his or her summative evaluation.
- c. Supports for Ineffective teachers. A teacher that has been determined to be Ineffective by a summative evaluation shall receive assistance and supports which shall include, but not be limited to:
- i. Individual Professional Growth Plan;
 - ii. Five (5) formative observations with immediate feedback to be provided no later than five (5) working days after each evaluation;
 - iii. Immediate implementation of individualized supports to address weaknesses or deficiencies;
 - iv. Funding to attend professional development;
 - v. At a minimum, one (1) weekly scheduled planning session with a master teacher. If a scheduled planning session is missed due to an absence, it shall be rescheduled as soon as practicable;


- vi. Common planning time;
 - vii. New teacher cohort support program;
 - viii. Participation in after-school professional learning communities; and
 - ix. School-wide funded parent engagement program (see ¶ 5, 7, 9 above).
- d. If a teacher, having received assistance and multiple opportunities for improvement, has not demonstrated sufficient professional success, the school district may seek the teacher's removal from the school by making an alternative assignment to a non-PLA school, or through the significant deficiency process provided for in the parties' Agreement.

This Memorandum of Agreement made and entered into on this _____ day of _____, 2011, by and between the Jefferson County Board of Education and the Jefferson County Teachers Association.

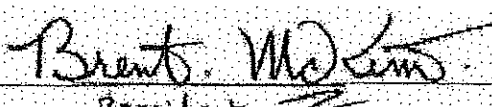
JEFFERSON COUNTY PUBLIC SCHOOLS SUPERINTENDENT

By:  12/13/11

JEFFERSON COUNTY BOARD OF EDUCATION

By:  Chair

JEFFERSON COUNTY TEACHERS ASSOCIATION

By:  12/16/2011
President

