

33 ARTICLE 8 – EMPLOYEE EVALUATION

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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 1. All monitoring or observation of work performance of an employee
2 shall be conducted openly and with full knowledge of the employee.
3
- 4 2. All evaluations shall be in writing. If evaluation forms not requiring
5 narrative style are used, they shall be jointly designed by the Parties.
6
- 7 3. Observations by the evaluator shall be required prior to the evaluation of
8 an employee's classroom work performance.
9
- 10 4. Evaluations shall acknowledge the strengths of employees, as well as
11 deficiencies, and shall note all data used to support the conclusions
12 made by the evaluator. The evaluator shall make a fair and objective
13 effort to determine whether deficiencies have been corrected.
14
- 15 5. Employees shall be evaluated only by appropriate administrators with
16 rating authority in compliance with state law and regulation.
17
- 18 6. The evaluator shall take into consideration and note in writing any
19 circumstances that may adversely affect an employee's performance.
20
- 21 7. Student test scores may be used to evaluate achievement and
22 progress of students and the district's instructional program; however,
23 these scores shall not be used in any way to evaluate the work
24 performance of employees unless they agree voluntarily.
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- 26 8. A conference shall be held between the evaluator and the employee
27 after the written evaluation is received by the employee.
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- 29 9. The employee shall be notified in advance of the time and date of one
30 (1) observation for evaluative purposes.
31
- 32 10. Evaluations must be completed no later than April 15 and submitted to
33 the employees by no later than May 1 except for those employees who
34 have been identified as having significant deficiencies in which case
35 the provisions in Section B of this article will apply.
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- 37 11. The performance of all Special Area Teachers/Traveling employees
38 shall be evaluated by each principal.
39
- 40 12. An Advisory Committee, including employees nominated by the
41 Association shall be established annually for the purpose of reviewing
42 and recommending modification, if any, to the evaluation plan.
43
- 44 13. Tenured employees will be evaluated at least every three years. Non-
45 tenured employees will be evaluated yearly. Employees on deficiency
46 may be evaluated within the year of the deficiency.

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2 Section B When significant deficiencies in work performance have been
3 observed:

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5 1. They shall be noted in writing and discussed with the employee in a
6 conference.
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- 8 2. The evaluator shall observe the employee's work performance a
9 minimum of four (4) 30-minute periods within a twelve-week period (60
10 worked days) beginning with notification. For the employee not
11 assigned to a classroom, the evaluator must observe the work
12 performance of the employee for four (4) 30-minute periods when the
13 employee is fulfilling the employee's job responsibilities.
14
- 15 3. Each observation shall be followed by an evaluator/evaluatee
16 conference within the first five (5) days the employee is at work
17 following the observation.
18
- 19 4. The evaluator shall identify professional staff services and/or materials
20 that the employee may use to help correct the identified deficiencies.
21 There shall be identified at least one (1) professional staff person who
22 will not evaluate the employee, but who will be available to assist/help
23 a teacher on deficiency correct the identified deficiency areas.
24
 - 25 a) Once the Employer has identified the professional staff person to
26 be assigned, the employee on deficiency will have the option of
27 waiving any contractual right to assistance from the non-evaluative
28 professional staff person assigned.
29
 - 30 b) The employee, the Association and the Employer will confirm in
31 writing via a mutually agreeable form that the required assistance
32 has been offered and/or the employee has waived their right to the
33 assistance. This will occur within the first ten (10) days after the
34 notice of significant deficiency is issued. Should the employee
35 refuse to confirm the offer in writing, the Employer will confirm the
36 refusal in writing and provide the Association a copy.
37
 - 38 c) The Association and the Employer agree that the non-evaluative
39 professional staff person assigned to provide assistance will not
40 provide any testimony or evidence, before any arbitrator,
41 concerning the teacher on deficiency. However, the Employer may
42 provide evidence of dates, times, and description of assistance
43 provided.
44
- 45 5. The Evaluator shall summarize the observations and conferences in
46 writing and provide a copy to the employee.

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2 Section C Exception

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

12
13 Section D KTIP interns will be provided release time to observe other
14 employees if recommended by their KTIP committee.

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16 Section E Non-Renewal

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

- 20
21 1. Non-tenured teachers shall have a mid-year performance evaluation if
22 the teacher worked full time in the classroom at least two-thirds (2/3) of
23 the period before the Evaluation Deadline. This mid-year evaluation
24 will replace one of the observations/E-2 required by the current
25 evaluation process. The mid-year evaluation process will include:
26
27 a) A checklist consisting of the ten (10) teacher standards found on
28 the standard teacher evaluation form;
29
30 b) A narrative section where specific recommendations for
31 improvement will be listed; and
32
33 c) A recitation of support services offered for areas of improvement
34 noted
35
36 2. When issuing a mid-year performance evaluation, the principal shall
37 meet and discuss the evaluation with the teacher. The evaluation will
38 be placed in the teacher's personnel file after the teacher has had the
39 opportunity to comment upon the evaluation in writing [which must be
40 received by the principal within twenty-one (21) calendar days
41 following receipt by the teacher of the evaluation] and said comment, if
42 timely received, shall also be included in the personnel file.
43
44 3. The performance evaluation will be provided to the teacher by
45 February 15.
46

- 1 4. Mid-year evaluations will only be done for teachers the principal
2 believes could be recommended for non-renewal based on
3 performance.
4
- 5 5. The Parties agree that the Superintendent retains the right to non-
6 renew the limited contract of a teacher pursuant to KRS 161.750 and
7 such right to non-renewal is not impacted, abrogated or diminished by
8 or subject to the Agreement between the Employer and the
9 Association. The Association will not arbitrate or litigate the non-
10 renewal of the limited contract of any teacher, or seek the re-
11 employment of a teacher who has been non-renewed as a remedy to
12 any grievance or litigation, except that the Association may file a
13 grievance seeking renewal on behalf of a non-renewed teacher if that
14 teacher worked full time in the classroom at least two-thirds (2/3) of the
15 period before the Evaluation Deadline and did not receive a mid-year
16 performance evaluation prior to February 15. The subject of the
17 grievance shall be expressly limited to whether the mid-year
18 performance evaluation was drafted and made available to the teacher
19 by the principal before the Evaluation Deadline.
20
- 21 6. The Parties agree that non-renewal based on employee
22 misconduct/discipline is not subject to the procedural requirements of
23 Article 8 of the Agreement. Employee misconduct/discipline that
24 occurs during a contract term may be grieved under Article 9 of the
25 Agreement; however, the grievant may not seek as a remedy in such
26 grievance-arbitration process renewal of the contract.
27
- 28 7. The Employer will agree not to report to EPSB the non-renewal of a
29 non-tenured teacher's contract for failure to meet local standards for
30 quality of teaching performance unless such a report is otherwise
31 required by law.
32
- 33 8. In a non-tenured teacher's fourth year, the Superintendent shall use
34 the following process prior to not renewing the teacher's contract for
35 performance reasons (and thereby denying the teacher tenure):
36
- 37 a) If performance issues are noted that could lead to non-renewal, the
38 teacher shall be notified of the potential for non-renewal by March 1
39 and shall be provided assistance, including but not limited to:
40
- 41 i) An evaluator shall observe the employee's work
42 performance a minimum of two (2) 30-minute periods within
43 a six-week period (30 worked days) beginning with
44 notification. For the employee not assigned to a classroom,
45 the evaluator must observe the work performance of the

1 employee for two (2) 30-minute periods when the employee
2 is fulfilling the employee's job responsibilities.
3

4 ii) An evaluator/evaluatee conference within the first ten (10)
5 days the employee is in attendance following each
6 observation. The evaluator will provide recommendations
7 for improvement.
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9 iii) The evaluator's written summary of observations and
10 conferences.
11

12 b) Following the recommendation of non-renewal by a principal, the
13 matter shall be referred to a Review Committee:
14

15 i) The Review Committee will be selected on an annual basis
16 and shall consist of five (5) persons: three (3) teachers
17 designated by the Association and two (2) administrators
18 designated by the Employer, hereinafter referred to as the
19 "Review Committee." The teachers will be excused from
20 their normal duties and there will be no Association Leave
21 charged for the time spent on Review Committee activities;
22

23 ii) The Review Committee shall review the personnel record of
24 the teacher and hear presentations, if any, from: the
25 teacher, his or her Association Representative, the
26 principal, the evaluator discussed above, and a
27 representative of Human Resources;
28

29 iii) The Review Committee shall also consider the teacher's
30 performance since the mid-year performance evaluation
31 and any other matter that the Parties wish to present;
32

33 iv) The Review Committee shall then issue a recommendation
34 to the Superintendent concerning the teacher's request for
35 an additional contract. If possible, the Review Committee
36 will submit a joint recommendation. If not, differing
37 recommendations will be submitted.
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39 c) The Superintendent, after considering the recommendation(s) of
40 the Review Committee, shall determine whether the teacher's
41 contract will or will not be renewed. However, if no
42 recommendations are received prior to the fifteen (15) days before
43 the deadline established by KRS 161.750 for issuing non-renewal
44 notices, the Superintendent shall make a determination based on
45 any information he or she deems appropriate. A fourth-year
46 teacher will have no right to grieve the Superintendent's decision

1 not to renew, except on the grounds that the required evaluation
2 and non-renewal process described herein was not followed.

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