

**Memorandum of Agreement
between the
Kenai Peninsula Borough School District
and
Kenai Peninsula Administrators' Association**

Administrator Evaluations 2020-2021

The Kenai Peninsula Borough School District ("District" or "KPBSD") and the Kenai Peninsula Administrators' Association ("KPAA"), in response to the State of Alaska's declared state of emergency and uncertainty related the mode of instruction at the District during the COVID-19 pandemic, and in an effort to limit disruptions to District operations and student instruction, the Parties agree to the following regarding the evaluation of administrators for the 2020-2021 contract year.

Acknowledgments

- A. The evaluation of administrators is subject to state law and regulation, Board Policy 4315, and the District's Administrator Evaluation System.
- B. Both state regulation and the KPBSD Administrator Evaluation System require that evaluations be based on observations of the administrator in the workplace. The Parties acknowledge that workplace observations are more difficult to accomplish due to the fact that administrators may now be performing duties through various methods of distance delivery.

Terms

In light of the above acknowledgments, and in mutual desire to provide certainty to administrators regarding the 2020-2021 evaluations, the Parties agree as follows:

2020-2021 Administrator Evaluations

- 1. KPBSD will discontinue further evaluative efforts to complete 2020-2021 evaluations of administrators who have been employed at the District for more than two (2) years and who are subject to the Principal Enrichment Pathway ("PEP"). KPAA agrees on behalf of its administrators that contractual obligations for those evaluations are waived. As a result, KPBSD and KPAA recognize and agree that administrators subject to a PEP will not have 2020-2021 completed evaluations. It is the intent of the Parties that those evaluations will *not* be completed at a later date so that all efforts can be focused on student instructional needs.
- 2. Administrators subject to a PEP shall have their most recent evaluations, including observation reports and data entered into the notes fields, be adopted as their evaluation for the 2020-2021 school year. The reliance on these prior evaluations for the 2020-2021 school year shall be documented with a memo in the 201 file noting that due to the 2020 COVID-19 pandemic, efforts to further evaluate principals will discontinue and the 2019-2020 evaluation will also serve as the 2020-2021 evaluation.

3. Administrators subject to a PEP who did not meet with the District performance standards in their most recent evaluation may be placed on a plan of improvement during the 2020-2021 school year, in accordance with AS 14.20.149(e) and the KPBSD Administrator Evaluation System.
4. Evaluations for administrators subject to a PEP currently on a plan of improvement or a directed assistance plan will proceed in compliance with applicable law the KPBSD Administrator Evaluation System during the 2020-2021 school year.
5. This Agreement does not apply to Administrators in their first (1) and (2) year who are subject to a formal evaluation. The KPBSD Administrator Evaluation System shall be regularly applied to administrators in their first (1) and (2) year who are subject to a formal evaluation, and they may be placed on plans of improvement and directed assistance plans.
6. This suspension of evaluations does not modify the right of a supervisor to otherwise observe, document, or counsel any administrator regarding performance and conduct.
7. Administrators subject to a PEP may request and receive an evaluation in accordance with standard evaluation procedure.
8. Nothing in this Agreement modifies or limits the right of KPBSD to non-retain, lay-off, discipline, and/or terminate any administrator in accordance with law and the Negotiated Agreement between the District and the KPAA.


Additional Provisions

7. The Parties agree that this MOA reflects their mutual and best efforts to address evaluatory obligations, including those in AS 14.20.149 and 4 AAC Ch. 19, while prioritizing student instructional needs, administrator rights, and the health and safety of students, staff, and the community.
8. To the extent the State of Alaska Department of Education and Early Development requests information about this MOA, the Parties agree to cooperate in reaffirming this as their mutual intent. The Parties recognize that the Department may mandate different or additional requirements which could change the terms of this Agreement.
9. This agreement is non-precedent setting and shall not continue beyond the 2020-2021 school year.


The provisions of this agreement, unless otherwise stated, shall be effective on date the signatures set forth below.

Entered into this ___ day of August, 2020.

KENAI PENINSULA BOROUGH
SCHOOL DISTRICT:


John O'Brien Date 8.1.20

KENAI PENINSULA
ADMINISTRATOR ASSOCIATION:


Austin Stevenson Date

9/27/20