

JCBE-JCTA Agreement
2018-2023

Published by:

Jefferson County Board of Education
3332 Newburg Road
P.O. Box 34020
Louisville, Kentucky 40232-4020

Distributed to Employees by:
Jefferson County Teachers Association
Watterson City West Building
1941 Bishop Lane, Suite 300
Louisville, Kentucky 40218

Equal Opportunity/Affirmative Action Employer
Offering Equal Educational Opportunities

TABLE OF CONTENTS

Preamble		Page 5
Articles		
1	Definitions	Page 6
2	School Board Authority	Page 8
3	Recognition	Page 9
4	Association Rights	Page 9
5	Employee Rights	Page 13
6	Academic Freedom	Page 16
7	Student Discipline	Page 17
8	Employee Evaluation	Page 18
9	Employee Discipline	Page 24
10	Personnel Files	Page 27
11	Teaching Load and Duty Hours	Page 28
12	Class Size	Page 32
13	Materials and Facilities	Page 36
14	Safety	Page 38
15	Assignment	Page 38
16	Transfers	Page 40
17	Promotions	Page 45
18	Layoff/Recall	Page 45
19	Inservice/Professional Development	Page 47
20	Assistance in Assault/Injury	Page 48
21	Summer School/Extended School Services	Page 49
22	School Calendar	Page 50
23	Team Leaders, Department Heads, and Grade Group Chairpersons	Page 52
24	Librarians	Page 52
25	Exceptional Child Education	Page 52
26	Leaves of Absence	Page 53
27	Compensation Schedules	Page 61
28	Miscellaneous	Page 65
29	Grievance Procedure	Page 67
30	Certified Early Childhood Teachers/Early Childhood Instructional Coaches	Page 72
31	Job Sharing	Page 74
32	Speech & Language Pathologists	Page 75
33	Enhanced Support Schools	Page 77
34	Negotiation of a Successor Agreement	Page 80
35	Printing the Agreement	Page 81
36	Savings Clause	Page 82
37	Duration	Page 82

TABLE OF CONTENTS CONTINUED

Signature Sheet
Teams
Index
MOA's

Page 83
Page 84

PREAMBLE

The Jefferson County Board of Education and the Jefferson County Teachers Association do hereby agree that the welfare and success of the children of Jefferson County is paramount and will be promoted by both parties.

The parties further recognize that diversity is one of Jefferson County Public Schools greatest assets in the education of our students. With that recognition, we renew our commitment to foster a school system that treats each student, parent, and employee with respect, dignity, and sensitivity to their unique needs and culture.

This Agreement is made and entered into by and between the Board of Education of Jefferson County, Kentucky, hereinafter called the "Employer" and the Jefferson County Teachers Association, hereinafter called the "Association;" the Employer and the Association when jointly referred to are hereinafter called the "Parties."

Therefore, the Parties mutually and in good faith agree to the following:

ARTICLE 1 – DEFINITIONS

As used in this Agreement, the following definitions apply:

1. Employer means the Board of Education of Jefferson County, Kentucky.
2. Association means Jefferson County Teachers Association.
3. Members or Membership means only employees belonging to the Association.
4. Days when used in this Agreement refer to school calendar days unless otherwise specified.
5. Worked Days means those days which the employee is on duty.
6. Certificated Personnel means those persons holding positions for which certificates may be issued except substitutes and superintendents as defined under applicable state laws and who are employed by the Employer.
7. Employee means any certificated person who is represented by the Association.
8. Superintendent means the Superintendent of Schools of Jefferson County, Kentucky.
9. Negotiations means a process and a method that provides for the Employer and the Association to negotiate on matters of mutual concern, to reach agreement on such matters, and to make provisions for resolving disagreement in the event of impasse.
10. Exceptional Child Education Pupil means a pupil covered under the provisions of IDEA – Individuals with Disabilities Education Act as amended.
11. Seniority shall be computed from the first compensable day of employment as a regular employee in the Jefferson County Public Schools following last break in service; ties in seniority dates will be broken by the largest sum of the final four digits of the employees' Social Security numbers.
12. ARC means the Admissions/Release Committee.
13. Part-timers means any employee working less than a full duty day.
14. Vacancy means a position in the bargaining unit approved by the Board but not having a teacher of record.

- 1 15. Teacher of Record means an individual in the bargaining unit who is filling a
2 position with a change form completed by Personnel to verify the same.
3
- 4 16. Overstaff means a condition where a teacher is involuntarily placed on the
5 transfer list.
6
- 7 17. Laid Off is a condition in which a teacher's contract is suspended due to lack
8 of a teaching position.
9
- 10 18. Restricted Certification is a condition in which a teacher's certificate is not
11 considered valid for teaching in the Jefferson County Public Schools due to
12 lack of adequate teaching positions in the certification area. The teacher would
13 be laid off in a restricted certification area if it were not for having a second
14 certification that allows a teacher to maintain a position with the Employer.
15
- 16 19. Least Restrictive Environment is that education setting or program in which the
17 identified child can function most effectively based upon his/her unique needs
18 and capabilities.
19
- 20 20. Resource Room is a special education class configuration in which a student
21 identified by an ARC may spend up to 50% of the student day.
22
- 23 21. Special Area Teacher is an elementary art, music, physical education or
24 computer teacher who is assigned to work in different building locations on
25 different days of the week.
26
- 27 22. Traveling Teacher means a teacher who works at different building locations
28 on the same day of the work week.
29
- 30 23. Certificated means possessing a certificate issued by the Commonwealth of
31 Kentucky.
32
- 33 24. School Centers shall mean a building(s) in which teachers are assigned to
34 supervise students.
35
- 36 25. Home School means where the employees report their time and attendance.
37
- 38 26. Level 1, 2 and 3 Schools are schools that the District identifies as needing
39 additional support.
40
- 41 27. Employee Resolution Agreement means an agreement between the Employer,
42 the Association, and one or more employees to resolve disciplinary,
43 assignment, payment or other employment issues involving the identified
44 employee(s), where no grievance has been filed. Such an agreement does not

1 require approval of the Board and is not reported to the Board. Although
2 Employee Resolution Agreements, Grievance Resolution Agreements, and
3 Tribunal Resolution Agreements do not require Board approval or reporting to
4 the Board, alterations to job type, employment status, or the like that are
5 included in such agreements may be reported to the Board within normal and
6 customary reports to the Board.

7
8 28. Grievance Resolution Agreement means an agreement between the employer,
9 the Association, and one or more employees to resolve a written grievance,
10 which has been filed pursuant to this collective bargaining agreement. Such
11 an agreement does not require approval of the Board and is not reported to the
12 Board.

13
14 29. Tribunal Resolution Agreement means an agreement between the Employer,
15 the Association, and an employee to resolve a tribunal proceeding under KRS
16 161.790. Such an agreement does not require approval of the Board and is
17 not reported to the Board.

18
19 30. Memorandum of Understanding ("MOU") means an agreement between the
20 Employer and the Association which resolves (1) the interpretation and
21 application of this collective bargaining agreement; (2) operational, logistical
22 and timing issues; (3) compliance with legislative and regulatory requirements;
23 or (4) other collaborative and cooperative endeavors that the parties want to
24 memorialize. MOUs may temporarily modify or suspend specific contract
25 provisions to address unusual situations that may arise; however, a MOU may
26 not permanently modify this collective bargaining agreement. A MOU may be
27 used instead of a Grievance Resolution Agreement if the resolution will have
28 an impact on a significant number of employees or on Employer operations.
29 All MOUs must be reported to the Board, but MOUs do not require Board
30 approval.

31
32 31. Memorandum of Agreement ("MOA") means an agreement between the
33 Employer and the Association that (1) alters, amends or modifies the terms of
34 the collective bargaining agreement; (2) by Board policy or by law requires
35 Board action; or (3) the parties agree should be submitted to the Board for
36 approval. MOAs will not become effective except upon approval by the Board.

37 38 39 ARTICLE 2 – SCHOOL BOARD AUTHORITY

40
41 Section A The Board of Education of Jefferson County, Kentucky hereby specifically
42 retains and reserves unto itself, the Superintendent, the Principal/administrator, or
43 designee, and other administrative personnel of the school system all powers, rights,
44 authority, duties and responsibilities, and the exercise thereof, as conferred upon and

1 delegated to and vested in them by the Constitutions and the Laws and Regulations of
2 the United States of America and the Commonwealth of Kentucky except as otherwise
3 specifically provided for in this agreement.

4
5 Section B All school management personnel shall carry out the following
6 responsibilities:

- 7
8 1. Adhering to the provisions of this Agreement _____
9
10 2. Complying with the Board's rules and regulations which are necessary to implement
11 the provisions of this Agreement.
12

13 14 ARTICLE 3 – RECOGNITION

15
16 The Employer recognizes the Association as the official representative of certificated
17 personnel in the school system who are employees as defined in Article 1 – Definitions,
18 in addition to employees who function as teachers and are paid on the Teachers Salary
19 Schedule, Job Family III. In addition, Occupational Therapists, Physical Therapists, and
20 Speech Therapists shall be considered a part of the bargaining unit. Personnel who are
21 substitutes (including those who are temporary appointees in positions reserved for
22 employees under contract) and those holding any other position for which the school
23 system requires certification in administration or supervision and/or for which the pay is
24 calculated on the teachers' salary schedule plus the administrators' addendum including
25 Acting and Intern are specifically excluded from this recognition.
26

27 28 ARTICLE 4 – ASSOCIATION RIGHTS

29
30 Section A The Parties agree that the Association as representative of employees shall
31 have the right to use the school system's courier service (to the extent permitted by
32 statute, regulation or court order) and employee distribution boxes for the purpose of
33 distributing Association communiqués to employees. Such communiqués shall be
34 considered personal and shall not be opened by any person other than the addressee.
35 The Association shall have the privilege of posting notices of the activities and matters of
36 Association concern on employee bulletin boards, at least one of which shall be provided
37 in each school. The Employer shall provide PONY pick-up service every Tuesday at the
38 Association office between the hours of 3:30 p.m. and 4:00 p.m. Any items picked up on
39 Tuesday will be delivered to members on Wednesday of the same week. No overtime will
40 be authorized for distribution of JCTA materials through the PONY.

41
42 Material endorsing or opposing a candidate for public office, material which encourages
43 employees to violate any law or this Agreement, or material which has as its effect the
44 interfering with employees' rights guaranteed by law or this Agreement shall not be

1 distributed through the courier service or employee distribution boxes nor distributed in
2 any manner which would interfere with or interrupt normal school operations or posted in
3 any schools by the Parties or any of their agents.

4
5 The Association shall provide in advance to the office of the Superintendent or designee
6 four (4) copies and to the office of the Principal/administrator, or designee one (1) copy
7 of any material to be distributed or posted.

8
9 The Employer agrees to permit the Association access to the email system. The same
10 rules, as stipulated in the labor agreement that govern use of the school system's courier
11 service by the Association, as well as the JCPS Net Employee Acceptable Use Policy,
12 shall apply.

13
14 The Association shall save the Employer harmless against any claims, legal or otherwise,
15 arising out of use of the Employer Courier Service or email system.

16
17 In compliance with this Article, the Association shall have the right to use the District's
18 PONY or email system to provide information or advocate a position on matters of public
19 interest.

20
21 Section B The Association shall have the right to use schools for meetings at
22 reasonable times before or after the employees' normal workday, scheduling such use in
23 advance with the Principal/administrator, or designee. Should special custodial services
24 be required or should there be any damage in excess of the normal wear the Employer
25 shall make a reasonable charge for such services or damage. The Association shall save
26 the Employer harmless against any claims, legal or otherwise, arising out of such use
27 provided the Association is given the opportunity to provide all necessary legal services
28 to defend such claims.

29
30 Section C Full-time staff employed by the Association, the Association President or
31 identified designee and Association building representatives exclusively shall have the
32 right to transact official legal Association business on school property at such reasonable
33 times as will not interfere with or interrupt normal school operations. The Association
34 shall provide the Superintendent or designee and each Principal/administrator, or
35 designee with a list of persons serving in these capacities and maintain its currency. The
36 list provided to each Principal/administrator, or designee need not contain the names of
37 building representatives for other schools.

38
39 Section D The Association building representative shall upon request be given time
40 prior to or after each faculty meeting for brief announcements. The school communication
41 system shall be made available according to procedures of the school for use by an
42 Association building representative to make brief announcements concerning
43 meetings. The building representative shall be provided a school roster showing the
44 names, addresses, and assignments of all employees.

1 Section E The Employer shall provide to the Association upon request a copy of the
2 official agenda in advance of Board meetings except for those items privileged by
3 law. The Employer shall make available for inspection to the Association upon request
4 any information available to the public. The Parties shall make available upon written
5 specific request to each other any statistics and records routinely compiled which are not
6 confidential which are relevant to negotiations or necessary for the proper administration
7 of the terms of this Agreement.

8
9 Section F The Employer agrees to deduct from the salaries of employees an amount
10 equal to the membership dues of the Association as said employees individually and
11 voluntarily authorize in writing the Employer to deduct and to transmit the monies to the
12 Association or its designated representative. The Association shall certify to the
13 Employer in writing the current and proper amount of its membership dues at least thirty
14 (30) days prior to the requested initial deduction. The deductions shall be made in twenty
15 (20) equal installments September through May. The Employer will authorize, as part of
16 the dues structure, .0016 of Step 0, Rank 1, per member per payroll deduction for the
17 payment of unified Association Membership. Dues will be deducted based on two (2)
18 rates only.

19
20 In the event that payroll dues deduction is prohibited by law, the Employer shall provide
21 to the Association the electronic funds routing information each payroll cycle for all
22 employees who have consented to membership in the Association.

23
24 Employees new to the school district will be provided with a JCTA membership form
25 through which they can actively opt into membership of JCTA.

26
27 The Employer will deduct specified dues from those individuals that have notified the
28 Employer in writing of their desire for membership as noted by their signature on the JCTA
29 membership form. The Employer will cease the deduction of dues upon notification by the
30 Association. JCTA will provide an electronic file which includes the JCPS employee
31 identification number if available to the JCPS Payroll department of all individuals who
32 have provided a signed membership form along with a copy of the form.

33
34 When said employee chooses membership, a copy of that form complete with hire date
35 and date of membership will be provided to the Association.

36
37 When amounts have been correctly deducted and remitted by the Employer the
38 Association shall save the Employer harmless against any claims, legal or otherwise, for
39 deduction of dues based on information furnished by the Association if the Association is
40 given the opportunity to provide all necessary legal services to defend such claims.

41
42 Section G The Principal/administrator, or designee of each school and the Association
43 building representative(s) shall meet upon request at least bimonthly to discuss
44 implementation of the provisions of this Agreement and other items of mutual concerns.

1 Section H The Superintendent and/or designee and the Association President and/or
2 designee shall meet at least bimonthly to discuss implementation of the provisions of this
3 Agreement and other items of mutual concern.
4

5 Section I The Employer shall provide the Association on the same schedule as
6 used for dues deduction transmittal, the following information electronically:
7

- 8 1. Employee's name (last, first)
 - 9 2. Dues deduction status
 - 10 3. Employee's Social Security number
 - 11 4. Employee's mailing address (including zip code)
 - 12 5. Employee's work location (where the employee reports their time and attendance)
 - 13 6. Employees seniority date
 - 14 7. Current valid certificates (up to 8 endorsements)
 - 15 8. Race/sex code
 - 16 9. Salary schedule placement (rank and step)
 - 17 10. Career incentive increments
 - 18 11. Extra Service Pay Schedule assignments
 - 19 12. Employee's home phone number(s)
- 20

21 The Association shall save the Employer harmless against any claims, legal or otherwise,
22 related to the providing of this information to the Association and its use of such
23 information.
24

25 Section J An employee shall be afforded an opportunity to have a representative of
26 the Association present in any conference which may lead to disciplinary action.
27

28 Section K The Employer shall make available upon written request by the Association
29 copies of each school building's monthly budget report, activity fund, vending machine
30 funds, any athletic funds, and any and all other building accounts. The reports will be
31 provided electronically or hard copy at the District's discretion.
32

33 Section L Any and all district-wide committees shall have Association
34 representation. All such Association representation shall be appointed by the President
35 of the Association. The Association shall be entitled to at least two (2) representatives
36 on committees and where a committee has three (3) or more subcommittees, the
37 Association shall be entitled to at least three (3) representatives. Should either party
38 object to an employee appointed by the other party, the parties shall meet and confer
39 prior to final appointment.
40
41
42
43
44
45

1 ARTICLE 5 – EMPLOYEE RIGHTS

2
3 Section A The Employer agrees there shall not be any discrimination against any
4 employee by reason of age, color, disability, marital or parental status, national origin,
5 race, sex, sexual orientation, gender identity, gender expression, veteran status, genetic
6 information, religious or political affiliation or beliefs or whether said employee is a
7 member of the Association.

8
9 Section B The Association agrees not to discriminate with regard to representation of
10 employees in the administration of this agreement or with regard to terms and conditions
11 of membership because of age, color, disability, marital or parental status, national origin,
12 race, sex, sexual orientation, gender identity, gender expression, veteran status, genetic
13 information, religious or political affiliation or beliefs, or because an employee is not a
14 member of the Association.

15
16 Section C The Parties agree that the provisions of this Agreement shall be applied to
17 all employees without discrimination on the basis of membership or non-membership in
18 the Association.

19
20 Section D Nothing contained herein shall be construed to deny or restrict any rights
21 any employees may have under the Constitutions and Laws of the United States or of the
22 Commonwealth of Kentucky.

23
24 Section E No adverse action of any kind shall be taken by the Employer or any of its
25 agents against any employee for reason of participation in negotiations, the administration
26 of this Agreement, the performance of duties or the exercise of the rights of
27 citizenship. No adverse action of any kind shall be taken by the Association or any of its
28 members or agents against the Employer, the Superintendent or other administrators for
29 reason of participation in negotiations, the administration of this Agreement, the
30 performance of duties, or the exercise of the rights of citizenship.

31
32 Section F The private life of an employee is not within the appropriate concern or
33 attention of the Employer except when it adversely affects fulfillment of the employee's
34 professional responsibility.

35
36 Section G An employee shall not be required to carry out an order which is not a part
37 of the employee's professional responsibility.

38
39 Section H All employees shall carry out the following responsibilities:

- 40
41 1. Complying with the Employer's rules and regulations which are not inconsistent
42 with this Agreement.
43
44 2. Adhering to the provisions of the Agreement.

Section I Neither the employee nor the Employer shall record a meeting without knowledge of the other.

Section J When information is available in the School Center office, employees shall be informed when special education students and/or students with special needs/health are placed into a particular class.

Section K The Employer and the Employees agree to implement and comply with all applicable provisions of Commonwealth of Kentucky law governing student discipline records and reporting procedures. The Employer shall notify each employee, where applicable, of the existence of any permanent student discipline records, as defined by law, that pertain to the students to whom the employee provides educational or related services. The Employer shall share the contents of those student discipline records with each employee within seven (7) days that the student is placed in their classroom. The parties agree to comply with all confidentiality and reporting requirements concerning student records as required by law.

Section L If any school chooses to consider a deviation from this Agreement, the decision making process shall include an opportunity for all employees to share their opinion. Such a decision shall not be implemented in any school year without at least two-thirds (2/3) concurrence of the employees. It is expressly understood that any and all contract deviations sunset at the end of each school year. Should the employees wish to maintain a sun-setting deviation, a new deviation of the agreement must occur. A contract deviation vote that fails to obtain the needed two-thirds (2/3) concurrence may not be re-voted on for twelve (12) months from the original vote unless both parties agree.

The following articles shall not be deviated from in the implementation of SBDM:

Article 7	Student Discipline
Article 8	Employee Evaluation
Article 9	Employee Discipline
Article 10	Personnel Files
Article 16	Transfers
Article 18	Lay-Off/Recall
Article 27	Compensation
Article 29	Grievance Procedure

Employees who participate on committees established by SBDM Councils will be selected in accordance with local school Council policy. All committee participation that exceeds the weekly meeting maximum as defined in Article 11 – Teaching Load and Duty Hours will be voluntary.

Section M The Parties agree that SBDM Councils may adopt and enforce policies pertaining to the matters that are dealt with in the provisions of the Agreement that are

1 listed below even if the adopted policies conflict with these provisions. However, the
2 provisions of the Agreement that are listed below shall be enforceable and recognized as
3 binding throughout the District, except to the extent that a SBDM Council has taken lawful
4 actions at a specific school that are contrary to the provisions listed below. If the policies,
5 decisions or actions of a SBDM Council conflict with any provisions of the Agreement that
6 are not listed, those policies, decisions and actions shall not be enforceable or recognized
7 as valid:

8
9 Article 6 – Academic Freedom; Sections C and D

10 Article 11 – Teaching Load and Duty Hours; Sections A, B, C, D, E, F, H, K, and Q

11 Article 12 – Class Size; Sections A, B, C, E and F

12 Article 13 – Materials and Facilities; Sections A, B, C, E, F and H

13 Article 15 – Assignment; Preamble and Sections A, B, C and I

14 Article 23 – Team Leaders, Dept. Heads and Grade Group Leaders

15 Article 24 – Librarians; Section B

16
17 Section N The provisions of this Agreement apply to part-time employees, including
18 any retirees included in the bargaining unit, except Article 11 – Teaching Load and Duty
19 Hours, Article 15 – Assignment, Article 16 – Transfers, Article 26 – Leaves of Absence,
20 Section C (Emergency Leave) and Section D (Personal Leave), and Article 27 – Section
21 A (Compensation Schedules), Section B (Insurance), and Section C (Sick Leave Pay-Out
22 Upon Retirement).

23
24 Sick leave shall be prorated monthly or major fraction thereof and compensation shall be
25 prorated from the salary schedules in Article 27.

26
27 Section O Employees and administrators shall be treated in a professional manner at
28 all times.

29
30 Section P Employees shall not be required to transport parents. Employees will also
31 not be required to transport students unless it is a part of the regularly assigned duties.

32
33 Section Q Employees, except Resource Teachers, shall not be required to chair
34 ARC's.

35
36 Section R Early Childhood classrooms shall be staffed according to the requirements
37 of the Commonwealth of Kentucky.

38
39 Section S All student records, when requested, shall be forwarded to the receiving
40 school within seven (7) days, if available.

41
42 Section T The Employer shall provide Safe Crisis Management training for any
43 employee requesting such training.

1 Section U If requested by an employee, employee votes shall be by secret ballot.

2
3 Section V Employees shall be free to join or not join the Association. No employee
4 shall be discriminated against by either the Employer or the Association because of
5 membership or non-membership in any organization.

6
7 Section W The Employer acknowledges that all Employees have a right to steps on
8 the salary schedule.

9
10 Section X Employer Provided Training
11 The District will make available all ongoing professional development and training
12 required by federal and state law and board policy. The District will make available
13 professional development relating to the seclusion and restraint of students, student
14 bullying prevention, restorative practices, and diversity training.

15 16 17 ARTICLE 6 – ACADEMIC FREEDOM

18
19 The Parties agree that academic freedom is an integral part of the attainment of education
20 goals of the school system.

21
22 Section A The Parties agree that young people should be educated in the democratic
23 tradition which fosters a recognition of individual freedom and social responsibility,
24 inspires meaningful awareness of and the respect for the Constitutions and Laws and
25 instills appreciation for the value of individual personality. It is recognized that these
26 values can best be transmitted in an atmosphere which is free from censorship and
27 artificial restraints upon free inquiry and learning, and in which academic freedom is
28 encouraged and enjoyed.

29
30 Section B In performing their teaching duties, employees shall strive to provide
31 students opportunity to investigate all facets, sides, and/or opinions of and about any and
32 all topics and materials introduced or presented including those which are or may be of a
33 controversial nature. Such material presented to students must be relevant to the course
34 and appropriate to the maturity level and intellectual ability of the students. Employees
35 shall permit the expression of the views and opinions of others and encourage each to
36 form individual views and opinions through such procedures. Employees shall at all times
37 strive to promote tolerance for the views and opinions of others and for the privilege of
38 individuals to form and hold differing views and opinions.

39
40 Section C The plan book and grade book used in the district shall be mutually agreed
41 upon between the parties of this Agreement. Individual employees and supervisors can
42 agree to use an alternate plan book and/or grade book. Lesson plan books may be used
43 as a collaborative tool between supervisor and teacher to enhance the quality and
44 delivery of instruction. Teachers may refer to other documents and materials (such as

1 curriculum guides, IEPs, 504 Plans or teacher guides) but are not required to copy them
2 into the lesson plan books.

3
4 The Employer and the Association mutually agree to use Infinite Campus or any
5 subsequent state adopted electronic grade and attendance software system provided by
6 the Employer. The Employer shall make available adequate and appropriate ongoing
7 professional development on the use of the electronic grade and attendance software
8 system. Online access to the electronic grade and attendance system will be provided
9 by the Employer. Employees shall be required to enter assignments with grades no more
10 than once every three (3) weeks. Teachers shall not be required to enter a specific
11 number of grades per grading period but may be required to enter all grades that will be
12 part of a student's final grade once every three (3) weeks with the exception of teachers
13 who see students less frequently such as Special Area teachers who do not have graded
14 work for students during a three (3) week period. Multiple assignments may be combined
15 for grade entry purposes but all entered work must be clearly identifiable.

16
17 For middle school and high school teachers, if a student is exhibiting unsatisfactory
18 performance or is experiencing changes in performance, the parent/guardian must be
19 notified by the teacher at least one week prior to the end of the six (6) week grading cycle.
20 For elementary, if a student is not making satisfactory progress, the parent(s)/guardian(s)
21 must be notified, by phone or in writing, by the teacher at least two (2) weeks prior to the
22 end of the grading period

23
24 Employees shall be required to enter attendance once daily prior to the start of instruction
25 in elementary school locations, and by class period in middle and high school locations.
26 For middle and high school, attendance shall be turned in by the end of the class period.
27 In the event, the speed of onsite data transfer is not adequate for timely data entry, the
28 employer will allow for alternative methods for collecting onsite classroom date.

29
30 In addition, Teachers will make a record of phone calls, emails, and face-to-face
31 parent/teacher conferences and will submit this information to designated office personnel
32 for submission to the district information system(s) or teachers may enter this information
33 into the district information system(s).

34
35 Section D Employees shall be given four (4) days after the end of each grading period
36 to submit students' grades except for the end of semester grades for students classified
37 as seniors which shall be due thirty-six (36) hours after the last final exam administered.

40 ARTICLE 7 – STUDENT DISCIPLINE

41
42 Section A The Parties agree to effectively carry out the *Student Support and Behavior*
43 *Intervention Handbook* and the *Student Bill of Rights* adopted by the Employer. The
44 Association shall be a party to any evaluations and necessary revision of this Handbook
45 that shall continue to provide for elementary, middle and high school needs.

1 Section B Principal/administrator, or designee shall review annually with employees
2 the procedures and provisions of the *Student Support and Behavior Intervention*
3 *Handbook* and the *Student Bill of Rights*

4
5 Section C The provisions of the *Student Support and Behavior Intervention*
6 *Handbook* and the *Student Bill of Rights* shall be subject to the Grievance Procedure.

7
8 Section D The Employer shall strive to provide a learning environment that is safe and
9 free from interruptions by disruptive students.

10
11 Section E Employees may, in compliance with the *Student Support and Behavior*
12 *Intervention Handbook* and the *Student Bill of Rights* temporarily remove a disruptive
13 student from the classroom.

14 15 16 ARTICLE 8 – EMPLOYEE EVALUATION

17
18 The performance of all employees shall be evaluated according to procedures developed
19 by the Employer or its agents. Such procedures shall be limited by the provisions of
20 Section A. Upon the observation of significant deficiencies in work performance, the
21 provisions of Section B or C, whichever is applicable, shall be followed in addition to those
22 in Section A. Any evaluation used as a basis for adverse action shall be conducted
23 according to Section B or C in addition to Section A.

24 25 Section A General Evaluation Procedure

- 26
27 1. All monitoring or observation of work performance of an employee shall be
28 conducted openly and with full knowledge of the employee.
29
30 2. All evaluations shall be in writing. If evaluation forms not requiring narrative style
31 are used, they shall be jointly designed by the Parties.
32
33 3. Observations by the evaluator shall be required prior to the evaluation of an
34 employee's classroom work performance.
35
36 4. Evaluations shall acknowledge the strengths of employees, as well as deficiencies,
37 and shall note all data used to support the conclusions made by the evaluator. The
38 evaluator shall make a fair and objective effort to determine whether deficiencies
39 have been corrected.
40
41 5. Employees shall be evaluated only by appropriate administrators with rating
42 authority in compliance with state law and regulation.
43

1 6. The evaluator shall take into consideration and note in writing any circumstances
2 that may adversely affect an employee's performance.

3
4 7. Student test scores may be used to evaluate achievement and progress of
5 students and the district's instructional program; however, these scores shall not
6 be used in any way to evaluate the work performance of employees unless they
7 agree voluntarily.

8
9 8. A conference shall be held between the evaluator and the employee after the
10 written evaluation is received by the employee.

11
12 9. Observations for which advance notice (date and time) is required shall be
13 identified in the Certified Evaluation Plan.

14
15 10. Evaluations must be completed no later than April 15 and submitted to the
16 employees by no later than May 1 except for those employees who have been
17 identified as having significant deficiencies in which case the provisions in Section
18 B of this article will apply.

19
20 11. The performance of all Special Area Teachers/Traveling employees shall be
21 evaluated in a collaborative effort among the employee's cost center heads.

22
23 12. An Advisory Committee, including employees nominated by the Association shall
24 be established annually for the purpose of reviewing and recommending
25 modification, if any, to the evaluation plan.

26
27 13. Tenured employees will be evaluated at least every three years. Non-tenured
28 employees will be evaluated yearly. Employees receiving Intensive Support may
29 be evaluated within the year of the Intensive Support.

30
31 Section B Intensive Support: When significant deficiencies in work performance have
32 been observed, an employee may be placed in Intensive Support as follows:

33
34 1. Significant deficiencies in work performance shall be noted in writing and
35 discussed with the employee in a conference.

36
37 2. The evaluator shall observe the employee's work performance a minimum of three
38 (3) 30-minute periods within a ten-week period (50 worked days) beginning with
39 notification. For the employee not assigned to a classroom, the evaluator must
40 observe the work performance of the employee for three (3) 30-minute periods
41 when the employee is fulfilling the employee's job responsibilities. The employee
42 shall be notified in advance of the time and date of one (1) observation for
43 evaluative purposes during the Intensive Support period. Intensive Support
44 observations shall be documented on a mutually agreeable form.

- 1 3. Each observation shall be followed by an evaluator/evaluatee conference within
2 the first five (5) days the employee is at work following the observation
3
- 4 4. The evaluator shall identify the professional staff services and/or materials that the
5 employee may use to help correct the identified deficiencies. There shall be
6 identified at least one (1) professional staff person (who may be a staff person at
7 the teacher's work site) who will not evaluate the employee, but who will be
8 available to assist/help a teacher on deficiency correct the identified deficiency
9 areas.
10
- 11 a. Once the Employer has identified the professional staff person to be
12 assigned, the employee on deficiency will have the option of waiving any
13 contractual right to assistance from the non-evaluative professional staff
14 person assigned.
15
- 16 b. The employee, the Association and the Employer will confirm in writing via
17 a mutually agreeable form that the required assistance has been offered
18 and/or the employee has waived their right to the assistance. This will occur
19 within the first ten (10) days after the notice of significant deficiency is
20 issued. Should the employee refuse to confirm the offer in writing, the
21 Employer will confirm the refusal in writing and provide the Association a
22 copy.
23
- 24 c. The Association and the Employer agree that the non-evaluative
25 professional staff person assigned to provide assistance will not provide any
26 testimony or evidence, before any arbitrator, concerning the teacher on
27 deficiency. However, the Employer may provide evidence of dates, times,
28 and description of assistance provided.
29
- 30 5. The Evaluator shall summarize the observations and conferences in writing and
31 provide a copy to the employee.
32
- 33 6. Intensive Support observations will only be included in the personnel file as a part
34 of the resulting summative evaluation.
35
- 36 7. An employee who has been placed in Intensive Support may appeal the
37 summative evaluation resulting from Intensive Support, but employment decisions
38 based on the Intensive Support process cannot be appealed to a LEAP.
39
40
41
42
43
44

1 Section C Exception

2
3 When a significant deficiency in work performance is recurring but does not lend itself to
4 30-minute observations, the evaluator shall note the deficiency in writing and hold a
5 conference with the employee to discuss the deficiency, identify professional staff
6 services and/or materials and to establish a specific timeline of no more than forty-five
7 (45) worked days for correcting the deficiency. Periodic conferences shall take place
8 within the specified time to assess progress towards correcting the deficiency. At the end
9 of the specified timeline, the evaluator shall write a summary of the conferences and
10 provide a copy to the employee.

11
12 Section D KTIP interns will be provided release time to observe other employees if
13 recommended by their KTIP committee.

14
15 Section E Non-Renewal

16
17 The Superintendent's right of non-renewal will be exercised according to the following
18 terms and conditions:

- 19
20 1. Non-tenured teachers shall have a mid-year performance evaluation if the teacher
21 worked full time in the classroom at least two-thirds (2/3) of the period before the
22 Evaluation Deadline. This mid-year evaluation will replace one of the
23 observations/E-2 required by the current evaluation process. The mid-year
24 evaluation process will include:
- 25
26 a. Completion of a mid-year evaluation form including ratings and evidence for
27 the domains specified in the Certified Evaluation Plan;
- 28
29 b. A narrative section where specific recommendations for improvement will
30 be listed; and
- 31
32 c. A recitation of support services offered for areas of improvement noted
- 33
34 d. This E-2 may be delivered by certified mail.
- 35
36 2. When issuing a mid-year performance evaluation, the principal shall meet and
37 discuss the evaluation with the teacher. The evaluation will be placed in the
38 teacher's personnel file after the teacher has had the opportunity to comment upon
39 the evaluation in writing [which must be received by the principal within twenty-one
40 (21) calendar days following receipt by the teacher of the evaluation] and said
41 comment, if timely received, shall also be included in the personnel file.
- 42

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

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

3
4 ii. An evaluator/evaluatee conference within the first ten (10) days the
5 employee is in attendance following each observation. The
6 evaluator will provide recommendations for improvement.

7
8 iii. The evaluator's written summary of observations and conferences.

9
10 b. Following the recommendation of non-renewal by a principal, the matter
11 shall be referred to a Review Committee:

12
13 i. The Review Committee will be selected on an annual basis and shall
14 consist of five (5) persons; three (3) teachers designated by the
15 Association and two (2) administrators designated by the Employer,
16 hereinafter referred to as the "Review Committee". The teachers will
17 be excused from their normal duties and there will be no Association
18 Leave charged for the time spent on Review Committee activities;

19
20 ii. The Review Committee shall review the personnel record of the
21 teacher and hear presentations, if any, from: the teacher, his or her
22 Association Representative, the principal, the evaluator discussed
23 above, and a representative of Human Resources:

24
25 iii. The Review Committee shall also consider the Teacher's
26 performance since the mid-year performance evaluation and any
27 other matter that the Parties wish to present;

28
29 iv. The Review Committee shall then issue a recommendation to the
30 Superintendent concerning the teacher's request for an additional
31 contract. If possible, the Review Committee will submit a joint
32 recommendation. If not, differing recommendations will be
33 submitted.

34
35 c. The Superintendent, after considering the recommendation(s) of the
36 Review Committee, shall determine whether the teacher's contract will or
37 will not be renewed. However, if no recommendations are received prior to
38 the fifteen (15) days before the deadline established by KRS 161.750 for
39 issuing non-renewal notices, the Superintendent shall make a
40 determination based on any information he or she deems appropriate. A
41 fourth-year teacher will have no right to grieve the Superintendent's decision
42 not to renew, except on the grounds that the required evaluation and non-
43 renewal process described herein was not followed.
44

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

3
4 Section F Local Evaluation Appeal Panel (LEAP)

5
6 1. Evaluations may be appealed to a LEAP in accordance with the JCPS Certified
7 Evaluation Plan (CEP); after deliberation, LEAP may decide to do one or more of the
8 following:

9
10 a. Uphold the evaluation; or

11
12 b. Call for an additional or a replacement evaluation by the same or a different
13 trained evaluator; or

14
15 c. Rule in favor the appellant, either in whole or in part. (If the LEAP rules in
16 favor the appellant, the LEAP shall have the authority to modify the
17 evaluation or to delete/remove some or all of the evaluation).

18
19 However, a LEAP will be without authority to amend, delete, or otherwise affect
20 any employment action made by JCBE such as but not limited to termination or
21 non-renewal of an employee's contract.

22
23 2. Employees may choose to appeal an evaluation either through a LEAP or through
24 the grievance process. If the employee opts to use a LEAP for appeal, the
25 employee waives the right to the grievance procedure. If the employee opts to use
26 the grievance procedure, the employee waives the right to a LEAP for appeal.

27
28 3. The parties agree that form E-2 and mid-year evaluation are not appealable
29 through the LEAP.

30
31
32 **ARTICLE 9 – EMPLOYEE DISCIPLINE**

33
34 Section A No employee (including tenured, non-tenured) covered under the terms of
35 this agreement shall be disciplined, reduced in compensation, suspended for disciplinary
36 reasons, terminated, or adversely evaluated without just cause. To have just cause, the
37 Employer or its agents must comply with the following:

38
39 1. The employee has had opportunity to have foreknowledge of the possible or
40 probable disciplinary consequences of the conduct or performance.

41
42 2. The rule or order is reasonable related to the efficient and safe operation of the
43 District.
44

1 3. Before administering discipline, the Employer did make an effort to discover
2 whether the employee did, in fact, violate a rule, regulation or order of
3 management.

4
5 4. The Employer's investigation was conducted fairly and objectively.

6
7 5. The investigation produced substantial evidence or proof that the employee was
8 guilty as charged.

9
10 6. The District applied its rules, orders and penalties without discrimination.

11
12 7. The degree of discipline administered in the particular case reasonably related to:

13
14 a. The seriousness of the employee's proven offense; and

15
16 b. The employee's record of District service.

17
18 All information forming the basis for disciplinary action will be made available to the
19 employee.

20
21 Section B Any employee who is to be reprimanded in writing or formally disciplined by
22 the Employer or its agents shall have the right to a meeting with the
23 Superintendent/designee. A Representative of the Association may be present when
24 requested by the employee. Any employee who is to be reprimanded in writing shall have
25 the right to a meeting with the person issuing the written reprimand.

26
27 Section C Any complaint made against an employee which may be used in any
28 manner to adversely affect the employee shall be first promptly called to the attention of
29 the employee, or a District-level administrator if the complainant prefers (a complaint to a
30 District-level administrator should be made in writing). The employee must be afforded
31 an opportunity to answer the complaint and meet with the complainant (or the District-
32 level administrator) within two (2) weeks of receipt of the complaint in order to clarify the
33 situation and/or resolve it informally.

34
35 In order for the complaint to be made a matter of record, the principal or appropriate
36 administrator must then discuss the matter in a conference with the employee absent the
37 complainant at which time the employee may have a representative of the Association
38 present. A written summary of the conference shall be made with a copy provided to the
39 employee who will have the opportunity to make a written response for inclusion in the
40 record. The written summary may then be used to support a reprimand, if appropriate, or
41 as a part of the next formal written evaluation.

42
43 Section D When a tenured employee is being terminated, the Association will meet
44 with the employee and notify the Employer of which alternative remedy of appeal will be

1 pursued. The employee may select either the tribunal process provided for by statute or
2 the arbitration process provided for in this Agreement. If the employee selects the tribunal
3 process, the employee will notify the state of intent to appeal and thus waive the
4 contractual rights to arbitration under this Agreement. If the employee and the
5 Association opt to use the grievance-arbitration procedure, the employee waives the right
6 to a tribunal. If the employee opts to pursue a complaint using another agency, or in court,
7 the Parties will move forward with the grievance but work collaboratively in regard to
8 scheduling to limit the amount of duplicated effort and the possibility of inconsistent results
9 until either the grievance or the complaint is resolved.

10
11 Both parties understand that by policy of the Employer and related administrative
12 procedures, after due process, the following types of misconduct may cause immediate
13 discharge without prior discipline (the following are examples only, other matters may,
14 depending on the specific details of the occurrence, also warrant discharge without prior
15 discipline):

- 16
17 1. Theft of Employer's property,
- 18
19 2. Inappropriate and/or unlawful contact with a student,
- 20
21 3. Putting a student in serious jeopardy,
- 22
23 4. Immoral Conduct while on Employer property/duty hours,
- 24
25 5. Insubordination,
- 26
27 6. Fighting on Employer's property or during duty hours,
- 28
29 7. Failure to report an accident,
- 30
31 8. Willful or negligent damage of Employer's property,
- 32
33 9. Possession or use or being under the influence of narcotics, hallucinatory drugs or
34 alcohol on duty/on Employer's property,
- 35
36 10. Carrying a deadly weapon in violation of the law,
- 37
38 11. Falsification of the Employer's records and reports,
- 39
40 12. Refusal to submit to a reasonable suspicion drug or alcohol test,
- 41
42 13. Violations of the Kentucky Professional Code of Ethics as pertaining to KAR 1:020.
- 43
44

ARTICLE 10 – PERSONNEL FILES

Section A Contents

1. No documents except those listed below shall be placed in an employee's personnel file:
 - a. Certification/license, ranks under Foundation Program;
 - b. Change of Status forms, re-election forms, requests/approvals of leaves of absence and correspondence relating to such requests;
 - c. Transcripts, official notifications from universities/colleges;
 - d. Applications, letters of application, verification of experience and training, Retirement System membership application;
 - e. Résumé;
 - f. Contracts of employment, job offers, acceptance of job offers;
 - g. Confidential information (See Section A 3);
 - h. Evaluations (Including form E-2's when "disciplinary ____ yes" box is checked), complaints which have been made a matter of record, reprimands, and commendations;
 - i. Previous employment data;
 - j. Professional staff data forms; and
 - k. Salary change information and rank position change documents.
2. An employee may within ten (10) days after receipt of an evaluation, complaint, or discipline action file a written response to the document. The employee shall provide a copy of the response to the originator of the evaluation or discipline action and a copy to Personnel Services for attachment to the document. The employee shall provide a copy of the response to a complaint to the Principal or immediate Supervisor and a copy to Personnel Services for attachment to the complaint.
3. All references and information originating outside the school system on the basis of confidentiality, references and letters of recommendation obtained within the system in the process of recommending the employee for employment or change

1 in position shall not be available for review by the employee. This is the only
2 confidential information that may be kept in the personnel file.

3
4 4. There shall not be established a separate confidential personnel file.

5
6 Section B Review of File

- 7
8 1. Except for the confidential contents therein, an employee may examine the personnel
9 file upon request. A Personnel Services representative must be present when the
10 file is reviewed.
11
12 2. An employee may request and shall receive at the employee's expense a
13 reproduction of any item in the personnel file, exclusive of the confidential contents.
14
15 3. An employee may have a representative of the Association present at any time the
16 personnel file is being reviewed by the employee.
17
18

19 ARTICLE 11 – TEACHING LOAD AND DUTY HOURS

20
21 Section A The normal weekly teaching load in the senior high schools, middle schools,
22 and special schools (except exceptional child education schools) will be no more than
23 twenty-five (25) teaching periods or equivalent time, and five (5) preparation periods. If
24 a school is structured so that it has more or less than six (6) periods in a school day, the
25 teachers will be provided no less than fifty (50) consecutive minutes for planning. A
26 supervised study or lunch period or similar duty of equivalent time shall be considered a
27 teaching period for which volunteers will be given priority. Student
28 intervention/remediation for which lesson plans are not required shall not be considered
29 a teaching period. Intervention/remediation time shall not be considered planning time.
30

31 Professional Learning Communities (PLC's) can be required no more than one (1) time
32 per week during planning time. Every other PLC agenda may be developed in
33 collaboration between the teacher members of the PLC and the building
34 Principal/designee. The other PLC meetings will be developed by the teacher members
35 of the PLC. PLC's will follow norms and guiding questions mutually agreed upon by the
36 Educator Quality Oversight Committee. The total number of faculty meetings plus the
37 total number of times a Principal/designee may use teacher planning time in a manner
38 that causes teachers to have less than their minimum amount of planning time (Sections
39 A and F of this Article – 250 minutes per week for elementary schools, 50 minutes per
40 day in middle and high schools) shall not exceed five (5) during any four-week period.
41 Special Area teachers will be provided PLC opportunities with other Special Area
42 teachers.
43

44 Examples may include:

1 Example 1: (1 Faculty Meeting + 4 Lost Planning Times Due to PLCs = 5 Total)

2 Week 1: 1 Faculty Meeting (up to 90 minutes) + 1 PLC*

3 Week 2: No Faculty Meeting + 1 PLC*

4 Week 3: No Faculty Meeting + 1 PLC*

5 Week 4: No Faculty Meeting + 1 PLC*

7 Example 2: (4 Faculty Meetings + 1 Lost Planning Time Due to PLC = 5 Total)

8 Week 1: 1 Faculty Meeting (up to 90 minutes) + 1 PLC*

9 Week 2: 1 Faculty Meeting (up to 60 minutes) + No PLC

10 Week 3: 1 Faculty Meeting (up to 60 minutes) + No PLC

11 Week 4: 1 Faculty Meeting (up to 60 minutes) + No PLC

13 *Prevents minimum planning time

15 Section B The normal duty hours of all Employees, except for Social Workers,
16 Resource Teachers, Special Instructional Assistants in schools, and other such
17 Employees, shall not exceed seven (7) consecutive hours including a duty-free lunch
18 period and any early or late duty. Principals shall first seek volunteers for early or late
19 duty. If there are not enough volunteers, the principal shall assign employees on a
20 rotation basis to early or late duty.

22 The normal duty hours of Social Workers, Resource Teachers, Special Instructional
23 Assistants in schools, and other such Employees shall not exceed seven and one-half
24 (7.5) consecutive hours in length including a duty-free lunch period.

26 Upon notification to the school office and approval by the Principal/Administrator or
27 Designee, an Employee may leave the premises during duty hours.

29 Those Social Workers, Resource Teachers, Special Instructional Assistants in schools,
30 and other such Employees subject to a seven and one half hour (7.5) work day will be
31 compensated at their hourly rate of pay for any additional time worked in excess of the
32 seven and one half hours (7.5). The hourly rate of pay for an employee subject to a
33 seven and one half hour (7.5) work day shall equal their daily rate divided by seven (7).

35 Section C Routine matters should be handled in such a way (written communications,
36 announcements, etc.) as to permit optimum use of faculty meeting time for discussion,
37 planning, and evaluation of the school's program. A written agenda with specificity shall
38 be distributed by noon of the day before regularly scheduled faculty meetings. Absent a
39 timely agenda, a faculty meeting will not occur. Faculty meetings shall begin no later than
40 twenty (20) minutes after the student day. Faculty meetings may be used for professional
41 development. Total faculty meetings time shall be no more than ninety (90) consecutive
42 minutes on any given day and no more than five (5) hours total in a month. Mandatory
43 meetings shall not be scheduled before and after school on the same day. A minimum

1 of two (2) weeks notice will be provided for any before or after school meeting exceeding
2 the one (1) hour per week meeting.

3
4 Section D Every reasonable effort will be made to schedule Open House as far in
5 advance as possible. There will be no mandatory faculty meetings during the week that
6 Open House is held. Attendance at all other meetings and all other duties beyond the
7 Employee's normal duty hours shall be voluntary except for parent conferences which
8 shall be scheduled when possible to take place within normal duty hours. Mandatory
9 attendance at meetings, including ARCs, beyond the one (1) hour per week will be paid
10 at the hourly rate of pay except for one Open House per year, parent conferences, and
11 one (1) faculty meeting per calendar month not to exceed 90 minutes.

12
13 The appropriate forms for all teachers to complete and turn in to be paid for extra service
14 for mandatory meetings and/or making up their planning time after school shall be
15 available online on the Employer's website.

16
17 Section E Employees in the senior high schools and middle schools shall not be
18 required to have more than three (3) teaching preparations concurrently during any one
19 major grading period. Student intervention/remediation for which no lesson plans are
20 required, shall not be considered a teaching period and any preparation shall not be
21 considered in the determination of this three (3) preparation maximum.

22
23 Principals/administrators or designee shall make every reasonable effort to keep to a
24 minimum the number of different courses taught per employee.

25
26 Section F Elementary teachers (primary program through grade 5) shall normally be
27 provided two hundred and fifty (250) minutes of preparation time per week for the school
28 year.

29
30 To the extent possible, planning time will be provided each day and will be balanced
31 throughout the week. The principal/administrator or designee will make efforts to
32 schedule planning time for special area teachers in increments of at least twenty-five (25)
33 minutes.

34
35 Section G All Employees shall have a duty-free lunch period of at least twenty (20)
36 minutes.

37
38 Section H The Parties recognize that a teacher's primary responsibility is to teach.
39 The school day shall be organized toward ensuring that the energies of the teacher are
40 used primarily to this end. Every reasonable effort will be made to contain and reduce
41 non-instructional duties through the use of all available school resources.

1 Section I Employees shall not be required to give medication to students unless they
2 have been provided with specific written instructions and training where appropriate and
3 with signed notarized requests by parents or guardians.

4
5 Section J The Employer shall maintain a program to provide substitutes for teachers
6 when they are absent. This provision shall not apply to providing substitutes for Social
7 Workers, Reading and Math Resource Teachers, Special Instructional Assistants,
8 Speech and Hearing Impaired Teachers, Middle School and High School and special
9 school Librarians, Elementary Exceptional Child Education Resource Teachers, Federal
10 Program/Grant Award Teachers, and other such Employees.

11
12 When a teacher is not provided a substitute due to lack of availability, following approval
13 of the Substitute Teacher Center, volunteers will be sought to provide coverage of
14 classes. Employees will provide coverage only during planning time and will complete
15 their planning time at the end of the same school day at the work site. Employees shall
16 be paid their hourly rate for the extra assigned duties.

17
18 Section K Employees are to attend the faculty meeting at the school where they end
19 their day. If an employee works at multiple schools, his/her principals/designees may in
20 consultation with the teacher agree to an alternate arrangement to allow participation at
21 a different faculty meeting at another school to which the teacher is assigned.

22 Section L Every reasonable effort will be made to reduce paperwork.

23
24 Section M Elementary Special Area Teachers shall collaborate in the development of
25 their teaching schedule with the building teaching staff and the building principal. The
26 Special Area teaching schedule shall not be altered without involving the same
27 collaborative process.

28
29 Section N Special Area Elementary Art, Music, Physical Education and Computer
30 Teachers shall have no more than one (1) hall bulletin board assigned to them for
31 preparation per building assigned.

32
33 Section O Special Area Elementary Art, Music, Physical Education and Computer
34 Teachers shall have no more than one major and one minor exhibition in each school. It
35 is also the responsibility of the Special Area Teachers to work with regular teachers when
36 preparing other programs.

37
38 Section P Special Area/Traveling Teachers are to report their absence to the Principal
39 of the first school to which they are assigned on the days of the absence, and are to
40 request a substitute through the substitute center. All Principals are responsible for
41 reporting Special Area/Traveling Teachers' absences daily to the home location for
42 payroll records.

1 Section Q If faculty meetings are used for professional development as planned by the
2 SBDM process, that time shall be counted as referred to in Article 11, Section C.

3
4 Section R Special Area Teachers of the hearing impaired shall have the right to stay
5 at a home school in their assigned region where they are already established, regardless
6 of the number of students that are currently enrolled at that school, subject to availability
7 of space, materials and equipment, principal and teacher acceptance, and region
8 changes.

9
10 Section S Special Area Teachers of the Vision Impaired shall have the right to stay at
11 a home school in their assigned region where they are already established, regardless of
12 the number of students that are currently enrolled at that school, subject to availability of
13 space, materials and equipment, Principal and teacher acceptance and region changes.

14 15 16 ARTICLE 12 – CLASS SIZE

17
18 Section A The Parties agree that the following are important factors in establishing
19 class size:

- 20
21 1. Range of pupil age and achievement levels;
- 22
23 2. Pupil enrollment in achievement levels and courses;
- 24
25 3. Exceptionality of pupils enrolled in regular classes;
- 26
27 4. Number of available usable pupil stations;
- 28
29 5. Appropriateness of the facility to the curriculum and methods of instruction to
30 be used;
- 31
32 6. Availability of equipment for adequate teaching demonstration and pupil use;
- 33
34 7. Conditions which affect the health, safety and supervision of pupils;
- 35
36 8. Other professional and paraprofessional staff and technology;
- 37
38 9. Financial resources of the District; and
- 39
40 10. Law and regulations.

41
42 Section B Pupil class size after the 20th pupil day from the beginning of the school
43 year will not exceed the standards set forth by the state in laws and regulations with
44 *maximum limits* established as follows unless the teacher agrees:

1
2 1. Elementary Schools

3
4 Primary - 24
5 Grade 4 - 28
6 Grade 5 - 29
7

8 General Music will follow the class sizes identified above. Physical Education, Choral
9 and Instrumental Music classes are exempt from the class size limitations listed above.

10
11 2. Middle Schools

12
13 Grade 6 - 29 (150 daily load)
14 Grade 7/8 - 31 (150 daily load)
15 Physical Education - 50
16

17 Exceptions – Choral and Instrumental Music

18
19 Classrooms that require a student workstation (Computer or lab setting) shall
20 not exceed the number available.
21

22 3. High Schools

23
24 Maximum Daily Load -150
25 Individual - 31 (daily load)
26 Classroom Setting - 31 (non-CTE or CTE)
27 Career Technical Courses - 27 (courses with small equipment, robotics, agriculture, engineering, etc.)
28 Career Technical Courses with Lab - 20 (Rotational Classroom/Lab Settings: Trades, Culinary, Welding, Automotive)
29 *Capstone Nursing Course - 15
30 Physical Education - 50
31 Exceptions – Choral and Instrumental Music
32

33 Classrooms that require a student workstation (Computer or lab setting) shall
34 not exceed the number available.
35

36 4. Exceptional Child Education

37
38 The JCPS District operates Exceptional Child Education classes according to
39 membership for each disability and class plan as outlined in the chart below.
40

41 “Caseload for Special Classes” means the number of children with disabilities
42 assigned to a teacher of exceptional children for the purpose of providing
43 individualized specially designed instruction and related service in a special
44 class setting.
45

“Caseload for Resource Teachers” refers to the maximum number of student records for which a teacher can be assigned.

“Class Size for Resource Classes” means the number of children with disabilities assigned to a teacher of exceptional children per period, block, or specified length of time set by the individual schools.

DISABILITY AND CLASS PLAN	CASELOAD	TOTAL GRADE RANGE	MAX. NO PER PERIOD	GRADE RANGE PER PERIOD
<u>Visually Impaired</u>				
Special Class	10	Grade Range of Assigned School	NA	NA
Resource Room	10	Grade Range of Assigned School	8	4 grades
Itinerant	10	K-12	8	4 grades
<u>Hearing Impaired</u>				
Special Class	6	Grade Range of Assigned School	NA	NA
Resource Room	8	Grade Range of Assigned School	8	4 grades
Itinerant	10	K-12	8	4 grades
<u>Physical Disability and Other Health Impaired</u>				
Special Class	16	Grade Range of Assigned School	NA	NA
Resource Class	20	Grade Range of Assigned School	10	6 grades
<u>Speech-Language</u>	65	NA	NA	NA
<u>Emotional- Behavioral Disability</u>				
Special Class	8	Grade Range of Assigned School	NA	NA
Resource Class	15	Grade Range of Assigned School	8	4 grades
<u>Mental Disability – Mild Level</u>				
Special Class				
Primary – 6	15	Grade Range of Assigned School	NA	NA
Secondary 7 – 12	15	Grade Range of Assigned School	NA	NA
Resource Class				
Primary – 5	15	Grade Range of Assigned School	8	4 grades
Grade 6	15	Grade Range of Assigned School	10	4 grades
Secondary 7 – 12	20	Grade Range of Assigned School	10	4 grades
<u>Moderate/Severe Disability</u>				
Special Class	10	Grade Range of Assigned School	NA	NA
Resource Class	10	Grade Range of Assigned School	8	6 grades

Specific Learning

Disability

Special Class

Primary – 6	10	Grade Range of Assigned School	NA	NA
Secondary 7 – 12	15	Grade Range of Assigned School	NA	NA

Resource Class

Primary – 5	15	Grade Range of Assigned School	8	4 grades
Grade 6	15	Grade Range of Assigned School	10	4 grades
Secondary 7 – 12	20	Grade Range of Assigned School	10	4 grades

Multiple Disabilities

Special Class	10	Grade Range of Assigned School	NA	NA
Resource Class	10	Grade Range of Assigned School	8	6 grades

Home/Hospital

Special Area Teacher 12

Hospital Instruction 15

5. "Collaboration" means, for purposes of determining a class size, a teacher of exceptional children who works with children with disabilities in the regular classroom to provide specially designed instruction and related services. If a teacher of exceptional children provides services through the collaborative model, the maximum caseload shall not exceed twenty (20) children with disabilities for secondary, and fifteen (15) children with disabilities for primary. When using the Collaborative Teaching Model, the Special Education Teacher does not count as an additional teacher in the general education classroom for the purpose of increasing the number of students in a given class.
6. The teacher pupil ratio for on-site state agency school programs serving state agency children shall average no more than ten (10) students to one (1) teacher without a classroom aide and fifteen (15) students to one (1) teacher with a classroom aide. A classroom that exclusively serves students with the educational disabilities shall comply with teacher pupil ratios for ECE classrooms.
7. Children with disabilities that meet the definition of autism; deaf-blindness; developmental delay for ages six (6), seven (7) and eight (8); and traumatic brain injury shall be served in regular classes, special classes, or resource classes as determined by the ARC.

- 1 8. If caseload for special classes or class size for resource classes exceeds the
2 maximum specified in this section for thirty (30) days, a LEA shall submit a
3 waiver request to the Kentucky Department of Education.
4

5 Section C The *maximum limits* for split grade classes shall be those established for
6 the lowest grade in class.
7

8 Section D The Parties agree that further reductions in pupil class size are desirable
9 and every reasonable effort will be made to make such reductions.
10

11 Section E Every reasonable effort will be made to keep the number and range of all
12 pupil instructional achievement levels to a minimum.
13

14 Section F Optimum consideration shall be given to the number of exceptional child
15 education pupils mainstreamed into regular classes in determining class size and
16 balancing workload.
17

18 Section G The Parties agree that Section B will be automatically re-opened for
19 negotiations within twelve (12) days following action to change by law or regulations any
20 class size maximum limits as of the effective date of this Agreement when such changes
21 are different from the limitations specified therein and that such negotiations will be limited
22 to the affected changes within that section.
23

24 Section H If it becomes necessary to exceed maximum class size, the involved
25 teacher will have the following alternatives:

- 26 1. Compensation – Teachers will receives one-twelfth (1/12) of 10% of the daily
27 rate for Step 0, Rank III per day above their regular daily compensation for each
28 thirty (30) minutes or major fraction thereof [sixteen (16) minutes] for each
29 student that exceeds their maximum class size after the 20th pupil day from the
30 start of the school year; OR
31
- 32 2. Instructional Assistance – Teachers will receive a fulltime instructional assistant
33 for the period of time following the 20th pupil day that their class size exceeds
34 the maximum. If the class exceeds the maximum by three (3) students or more,
35 the teacher will receive two (2) full time instructional assistants for the period of
36 time following the 20th pupil day that their class size exceeds the maximum.
37

38 39 ARTICLE 13 – MATERIALS AND FACILITIES 40

41 Section A The Parties recognize that optimum school facilities for both students and
42 employees are desirable to enhance a high quality of education. Appropriate texts, library
43 reference materials, maps and globes, laboratory equipment, audio-visual equipment, art
44 supplies, physical education equipment, current periodicals, lesson plan books, standard

1 tests and questionnaires, telephones, computers and computer networks and similar
2 materials are the tools of the teaching profession.

3
4 Section B Employees shall be provided with materials and facilities for lesson
5 preparations and other assigned duties. The Employer shall provide for employees the
6 following:

- 7
8 1. Access to duplicating services for the preparation of instructional materials;
9
- 10 2. White boards, fans, file cabinets and bulletin boards where applicable;
11 (The District and the Association will create a plan to provide whiteboards where
12 desired based upon available funding.)
13
- 14 3. Curriculum guides and desk copies of textbooks and workbooks required for
15 classes which will remain the property of the Employer and shall be returned;
16 however, desk copies of state adopted textbooks shall be in the form of teaching
17 manuals;
18
- 19 4. Classrooms or workspace as defined and approved according to state regulations;
20
- 21 5. Record books, lesson plan books, paper supplies, erasers and other such supplies
22 and materials required by the Employer in daily teaching responsibilities including
23 materials for art, music, physical education and computer in the elementary
24 schools;
25
- 26 6. Restrooms;
27
- 28 7. Custodial care and maintenance;
29
- 30 8. A telephone in each standard classroom;
31
- 32 9. Restoration of teaching areas damaged by vandalism or other causes;
33
- 34 10. Internet access;
35
- 36 11. Access to electronic mail service; and
37
- 38 12. Lockable storage space.

39
40 Section C The Employer will make every reasonable effort to provide for Employees:

- 41
42 1. Lockable desk where applicable;
43
- 44 2. Lounges for which they will be expected to exercise reasonable care;

1
2 3. Parking facilities (preferably off-street); and
3

4 4. A system whereby Employees can effectively and expeditiously communicate with
5 the school office in the event of an emergency.
6

7 Section D The Parties agree to encourage SBDM Councils to provide an opportunity
8 to request budget expenditures for instructional materials and supplies.
9

10 Section E Development of the school budget shall be the responsibility of the SBDM
11 Council.
12

13 Section F All Employees shall know the amount of money budgeted for their
14 classrooms at least thirty (30) days prior to expending the
15 money. Principals/administrators, or designees shall provide the Employees with
16 information on the amount of money budgeted for instructional purposes prior to
17 expending the money.
18

19 Section G Upon the request of Employees, Principals shall install drink and snack
20 vending machines in the lounges or other suitable locations.
21
22

23 ARTICLE 14 – SAFETY 24

25 Section A The Parties agree that it is the responsibility of the Employer to provide and
26 maintain a safe place of employment. Consistent with the Employee's assignment, it is
27 the responsibility of the Employee to report observed unsafe or hazardous practices or
28 conditions. The Principal or immediate Supervisor will contact duly qualified personnel
29 who will in turn make a timely inspection and take steps to remedy the conditions.
30 Employees shall not be required to work under reported conditions found to be
31 detrimental to their health, safety or well-being.
32

33 Section B Employees shall not be required to perform tasks which endanger their
34 personal health, safety or well-being and/or the personal health, safety and well-being of
35 their pupils.
36
37

38 ARTICLE 15 – ASSIGNMENT 39

40 Section A In high schools and middle schools, the Principal/administrator, or
41 designee, after consulting with the Department Head, will decide which courses to offer
42 in each department. The Principal shall have the responsibility and the authority to assign
43 teacher employees within a school to a department(s) based upon the following criteria:

1 certification, preference, measurable employee capabilities, needs of educational
2 program, seniority, and balance of workload.

3
4 The Principal, after meeting with members of a department to discuss application of the
5 above mentioned criteria, shall apply the criteria in determining class assignments.

6
7 Section B In the elementary school, the Principal/administrator, or designee will meet
8 with the teacher employees in the school to determine any changes in the assignment of
9 teacher employees to each grade level(s). Assignments will be made using the following
10 criteria: certification, preference, measurable employee capabilities, needs of education
11 program, seniority, and balance of workload.

12
13 Section C Employees shall be given written notice of their intra-school assignments
14 for the forthcoming year not later than June 15th. In the event that changes in these
15 assignments are made after June 15th, the Employees so affected will be notified promptly
16 of the unforeseen situation.

17
18 Section D Employees will not be assigned, except temporarily or for good cause,
19 outside the scope of their teaching certificates or their major or minor fields of study unless
20 they agree.

21
22 Section E When Employees are involuntarily assigned to a position outside the scope
23 of their teaching certificate, they will be given an opportunity for assignment to a position
24 for which they are properly certificated when vacancies occur.

25
26 Section F In arranging schedules for Employees who are assigned to more than one
27 school, the amount of inter-school travel will be limited. Employees who are assigned to
28 more than one school in a school day will receive mileage reimbursement consistent with
29 the Commonwealth of Kentucky approved rate and procedures. Rate changes, if any,
30 will become effective July 1 each year. The Employer will provide time to travel between
31 schools.

32
33 Section G Special Area teachers such as elementary art, music, physical education
34 and computer services shall not be provided for early childhood classes.

35
36 Section H All Special Area teachers shall be provided with five (5) minutes between
37 classes for set up purposes when there is a change in grade level.

38
39 Section I The following provisions will be utilized in staffing and determining
40 conditions of employment for employees in the Jefferson County High School:

- 41
42 1. Teaching opportunities in the Jefferson County High School are advertised in *The*
43 *Job List* for a two (2) week period. To be assured of first consideration,
44 applications must be received in the Personnel Office by the announced time. All

1 Employees must have a valid Kentucky teaching license to satisfy the program
2 needs.

3
4 2. Hiring priority will be given to regular day Employees who apply and then to
5 Employees on lay-off. Applications of all others will be considered thereafter.

6
7 3. Employees under regular contract will be employed on extra service basis for the
8 Jefferson County High School and will be compensated according to the applicable
9 provisions of the collective bargaining agreement.

10 11 12 ARTICLE 16 – TRANSFERS

13 14 Section A General Procedures

15
16 1. On request, the Employer shall electronically provide the Association a list of
17 all known teaching vacancies that need staffing for the forthcoming school year.
18 Prior to any teaching vacancies being posted system-wide, Employees within
19 the schools affected shall have first consideration for said positions as per the
20 Assignment Article.

21
22 2. Employees desiring to transfer to another school shall electronically file a
23 request with Personnel Services between February 22 and March 22. Such
24 requests shall include the organizational level(s) and/or the area(s) for which
25 the Employee is certificated and desires to be assigned, the school(s) [a
26 maximum of five (5) in high school, middle school, elementary school, and
27 special schools] to which the employee desires to be transferred in order of
28 preference. An additional five (5) schools may be added to the list if they are
29 Level 2 and 3 schools. An Employee may list a professional frame of reference
30 on the transfer form. The professional frame of reference shall include only
31 one of the following options:

32
33 a) Any position for which the Employee is certified;

34
35 b) Only positions covered by specific area(s) of certification listed by the
36 Employee;

37
38 c) Primary only;

39
40 d) Intermediate only;

41
42 e) Instrumental Music only; or

43
44 f) Vocal Music only.

3. Employees requesting transfers will be ranked on a list according to their seniority in the Jefferson County Public Schools. Employees must re-submit requests each year by March 22 in order to remain on the transfer list.
4. Any Employee who is designated as overstaff or who is returning from leave of absence for which a specific position is not being reserved shall be notified by the Employer of the need to submit a request to be placed in the proper ranking on the transfer list.
5. If a position is not available within the professional frame of reference, the Employee will not be voluntarily transferred. A transferred Employee will be assured an assignment within the professional frame of reference for one year unless there are changes in the classroom configuration, student enrollment, or teacher allocations at the school center in which case, Article 15 - Assignment shall be implemented.
6. At the time the transfer is processed, the highest preference available will be granted to the Employee. The processing of a transfer removes an Employee from the transfer list.
7. Transfers will be granted and vacancies staffed from the transfer list according to the needs of the educational program, certification, seniority, employee preference, state laws and court orders.
8. An Employee requesting a transfer must accept the transfer made prior to the opening of school unless the Employee has previously notified in writing the appropriate administrator in Personnel Services of a desire to withdraw the request.
9. The Association will be provided a transfer list by March 23rd of each school year. The list shall include the Employee's name, seniority date, race, transfer status and assignment schools requested.
10. Every reasonable effort will be made to determine programs, including federal programs, and identify the locations to which they are assigned as early as practicable so that Employees may take this information into account as they exercise their transfer rights.
11. A voluntary transfer is not available to a teacher on intensive support evaluation.

Section B Teacher Transfer Selection

1. By March 23rd of each school year, bargaining unit members shall elect by secret ballot three (3) representatives to serve with the Principal on the Teacher Transfer Selection Committee. The election of this Committee shall be conducted by the JCTA Professional Representative and the Principal at a duly-called faculty meeting.
2. The Teacher Transfer Selection Committee shall receive from Personnel Services the names of the eight (8) most senior teachers requesting a transfer and agreeing to interview at that school. The Committee shall interview up to eight (8) teachers seeking the transfer and based on those interviews shall select, by majority vote, the teacher to be offered the transfer. The Committee shall interview each teacher on the list provided by Personnel Services in seniority order until the Committee offers the transfer to an interviewed teacher. Should the teacher offered the transfer decline, the Committee may resume interviews and may offer the position to one of the remaining interviewed applicants. The Teacher Transfer Selection Committee shall comply with all applicable state and federal statutes in their selection process.
3. If there are fewer than four (4) employees seeking transfer to a particular position, the Employer may interview as many candidates, including new hires, for employment as needed to allow for at least four (4) interviews. The Employer may also interview involuntary transfer candidates not on the school's list, but in no case shall the total number of interviews exceed eight (8).
4. A teacher declining an interview or a transfer offer from their voluntary list of transfer choices will have their voluntarily list destroyed and will be removed from the transfer list if their transfer is a voluntary choice only.
5. The Employer reserves the right, in compliance with the JCBE/JCTA Agreement, to veto the Teacher Transfer Selection Committee's decision should there be certified staff under contract that would remain surplus if not assigned.
6. Schools utilizing the Teacher Transfer Selection process will have from March 30th of the current school year until March 21st of the following school year to make their selections in accordance with the above procedures.
7. Beginning June 1st, overstaffed teachers will be placed from the overstaff list according to the needs of the educational program, certification, seniority, employee preference, state laws, and court orders. Upon placement of all overstaffed employees, the Employer will notify the Association.

- 1 8. Beginning July 1st through the July 15th, the Teacher Transfer Selection process
2 will not be utilized to fill vacancies. Vacancies filled during this time will be filled
3 only by teachers interviewed from the current voluntary and involuntary transfer
4 lists (no new hires). Only locations where no transfer requests exist will be
5 filled via new hires, except that new hires may be considered if less than four
6 (4) candidates are on a location's transfer list.
7
- 8 9. To allow ample time for existing teachers to plan for the coming school year,
9 the teacher transfer process will be suspended beginning July 16th. Remaining
10 vacancies will be filled by new hires after posting vacant positions on the job
11 list. The standard Teacher Selection process will resume August 1.
12
- 13 10. Beginning August 1, Employees eligible for an interview for mid-year openings
14 will be interviewed in February. The Teacher Transfer Selection Committee
15 will interview eligible employees and the teacher currently in the position. The
16 teachers selected using the Teacher Transfer Selection process shall be
17 placed in (or shall continue in) the granted position at the beginning of the
18 following school year.
19

20 Section C Transfers Resulting from Overstaff

- 21
- 22 1. Employees may be declared overstaff in a school as a result of reduced pupil
23 enrollment, educational program changes, or adjustments in staff allocations.
24 Employees in schools which are closed or where the existing program is closed
25 and a new program implemented may be considered overstaff.
26
- 27 2. Principals/administrator, or designee shall have the responsibility and authority
28 to designate employees who are overstaff according to certification and
29 seniority. Employees serving as athletic directors, head football and head
30 basketball coaches in the senior high schools shall be exempt from this
31 provision.
32
- 33 3. Overstaffed employees will be offered an opportunity to return to vacancies in
34 the school from which they were overstaffed within the first two weeks after
35 school begins.
36
- 37 4. Classroom teachers transferred involuntarily after the beginning of the school
38 term shall be provided one day to set up the classroom when it has not
39 previously been organized.
40
- 41 5. When the number of resource employees is reduced, the affected employees
42 shall be overstaffed according to their certification and seniority by program
43 area.
44

- 1 6. The District shall not use Section E of this Article to create a vacant position
2 (i.e., overstaff a teacher) for a coach.

3
4 Section D Transfer of Special Area Teachers

- 5
6 1. When the composition of a grouping of schools changes because of a
7 fluctuation in pupil enrollment, school closings, educational programs, or
8 adjustments in staff allocations, any Employee who was assigned to a school
9 in the previous grouping(s) shall be considered for the new grouping(s)
10 according to the needs of the educational program, certification, seniority, and
11 employee preference.
12
13 2. School groupings not staffed by Section D1 shall be considered vacancies.
14
15 3. Employees not assigned to schools according to Section D1 or employees
16 applying for a voluntary transfer shall be placed on the transfer list.
17
18 4. The Parties agree that the stability of Special Area Teachers pairings is
19 important. To assist in achieving this goal, the Employer shall form a committee
20 to develop the yearly pairings. Teacher representatives on any such committee
21 shall be nominated by the Association. Except in extraordinary circumstances,
22 the Employer will not override the decision of the Pairings Committee in
23 creating pairings. Schools that have asked to be a part of the pairings process
24 will not be permitted to remove themselves from the process once the Pairings
25 Committee has created the pairings.
26
27 5. Special Area Teachers in art, music, computer and physical education will be
28 offered the opportunity for assignment to a full-time art, music, computer or
29 physical education position which has become available in their specific school
30 grouping.

31
32 This action will be taken prior to declaring the opening vacant and available for
33 staffing according to Article 16, Sections A, B, C, D or E.

34
35 Special Area Teachers who decline the opportunity will be assigned according
36 to Article 16, Section D.

37
38 This provision applies only to art, music, computer and physical education
39 Special Area Teacher groupings in the elementary schools.

40
41 Section E The Superintendent or designee for good cause and extenuating
42 circumstances will execute transfers as may be necessary for the efficient operations of
43 the school district.
44

1 Section F The Employer could Section E a coach into a building.

2
3 A coach transferred into a building to accept a coaching responsibility would be subject
4 to being overstaffed to create a new vacancy for a newly assigned coach when the
5 employee is no longer coaching.

6
7 Coach for this provision means head football, head basketball and athletic director.
8
9

10 ARTICLE 17 – PROMOTIONS

11
12 The Parties recognize that assignments to promotional positions must be consistent with
13 and conform to state and federal laws and regulations, court orders and affirmative action
14 programs.

15
16 Section A Promotional and/or administrative positions are defined as regular positions
17 in the organization approved by the Board and paid at a higher rate than the teachers'
18 salary schedule and/or for which a certificate in administration and/or supervision may be
19 required.

20
21 Section B Promotional and/or administrative positions will be advertised. General
22 qualifications, range of compensation, and performance responsibilities will be included
23 in the online posting for available positions.

24
25 Section C Employees desiring to be considered for promotional positions shall submit
26 to Human Resources such applications, transcripts, evidence of professional experience,
27 references and resumes as may be required. Human Resources shall acknowledge in
28 writing the receipt of all such applications.

29
30 Section D All qualified employees shall be provided an opportunity to make an
31 application for administrative positions. Consideration shall be given to the applicant's
32 general qualifications according to the requirements of the position.

33
34 Section E Applicants for a specific position who are not appointed by the
35 Superintendent will be notified.
36
37

38 ARTICLE 18 – LAYOFF/RECALL

39
40 Any layoff in teaching staff shall conform to this article and federal and state laws and
41 regulations and court orders.

42
43 Section A The following procedures shall apply to layoff:
44

1. The Superintendent/designee will meet with representatives of the Association to discuss the need for the layoff and the approximate number of possible positions prior to the individual personnel agenda notification to the Board.
2. The Employer shall suspend the contracts of the least senior teachers in the teaching fields affected by the reduction when the reason is decreased enrollment of pupils.
3. The contract of a teacher employee on continuing contract shall not be suspended until all contracts of teacher employees on limited contracts in fields affected by the layoff have been suspended. No less senior person shall be allowed to remain in a teaching position for which a more senior person is subject to layoff. The less senior person shall have certification restricted for use in this District until all more senior employees in the certification area have been recalled.

Section B The assignments of employees whose contracts are not suspended shall be restricted to teaching fields in which the reduction is not sufficient to cause suspension of their contracts except for a minor portion of their duty time for good cause.

Section C Employees on layoff shall have the right of recall in order of seniority to vacant positions in the representation unit for which they are qualified or become qualified before these positions are staffed by new applicants. Continuing contract teacher employees shall be recalled prior to limited contract teacher employees.

Section D Employees on layoff: (1) will initially be offered recall to any assignment for which they are certificated (fulfills legal obligations and removes from unemployment), (2) will be allowed to decline recall to assignment outside their professional frame of reference which they have previously designated, and (3) will, after the first contact, be offered recall only to assignments within their professional frame of reference.

Section E Employees on layoff shall have the option at their expense to remain active participants in all Employer and State paid insurance benefit programs to the extent they are available to the employees from the carriers.

Section F Employees on layoff may apply for employment as substitute teachers and shall be selected before other substitute teacher applicants are employed.

Section G Employees will be credited with unused accumulated sick leave and placed on the proper rank and step of the salary schedule upon return to active employment. They will not receive salary increment credit for non-active employment time nor will such time count toward acquiring continuing contract status.

Section H The Employer will provide to the Association upon request the employees' names, certification if in the computers, seniority dates and work locations for all employees with less seniority than the most senior employees affected by the layoff.

1
2 Section I The Parties agree that every reasonable effort shall be made to acquire and
3 use the most current data and information to establish accurate staffing projections as
4 soon as possible for making layoff decisions in order to avoid retaining less senior
5 employees during layoff.
6

7
8 ARTICLE 19 - INSERVICE/PROFESSIONAL DEVELOPMENT
9

10 Section A The parties agree that employees should use the resources available
11 through the school system's staff development efforts, the curriculum center, school and
12 central office professional libraries, college and university sponsored training programs,
13 seminars, workshops and professional publications.
14

15 Section B The Parties agree that continued accreditation by the AdvancED may be
16 desirable. During AdvancED evaluations employees will carry out assigned
17 responsibilities as they pertain to accreditation procedures. The employees'
18 responsibilities shall be assigned as nearly equally among them as practicable.
19

20 Section C The Employer will pay salary or stipend, and expenses to employees
21 participating on an optional basis in courses, workshops, seminars, conferences, in-
22 service training and other such programs which employees are requested to take by the
23 Employer to the extent provided under federal and other externally and internally funded
24 programs.
25

26 Section D The Employer will pay full salary to employees participating in workshops,
27 seminars, conferences, in-service training and other such programs where employees
28 are required by the Employer to participate. A teacher cannot receive both professional
29 development credit and compensation for attending courses, workshops, seminars,
30 conferences, in-service training and other such programs.
31

32 Section E Employees who complete six (6) clock hours of school system-approved in-
33 service credit shall be entitled to have one (1) flexible in-service day off. Employees not
34 completing the minimum six (6) hours credit shall report to the assigned location on the
35 flexible in-service day. Any State mandated in-service requirement that employees are
36 notified of prior to June 1 of each year will be fulfilled using flexible in-service time.
37

38 Section F The Employer shall establish a procedure for the purpose of receiving
39 employees' suggestions in professional development training programs. The procedure
40 shall include a provision for a meeting with JCTA representatives. Professional
41 development activities left to the discretion of the local schools shall be designed and
42 planned after the employees at the schools have been provided with an opportunity to
43 make suggestions and volunteer for participation in the planning.
44
45

1 ARTICLE 20 – ASSISTANCE IN ASSAULT/INJURY

2
3 Section A Any case of assault/injury on an employee on or off school property when
4 the employee is engaged in school business shall be promptly reported in writing by the
5 principal to the appropriate administrator. An injury that is a result of disruptive behavior
6 by a student(s) or adult, where the employee was not a contributing factor, shall be
7 considered an assault. Any dispute as to disruptive behavior and/or contributing factor
8 shall be settled by a joint committee of two administrators appointed by the
9 Superintendent and two employees appointed by the Association President.

10
11 Section B The Employer shall provide assistance for the purpose of advising the
12 employee of rights and, upon request, to accompany the employee in court
13 appearances. The Employer shall assist the employee by obtaining from the police and
14 the principal relevant information concerning the alleged offender and by acting in other
15 appropriate ways as liaison between employee, school officials and police. The
16 assistance is intended to apply solely to the criminal aspect of any cases arising from
17 such assault/injury.

18
19 Section C Time required for appearance in any criminal aspect of a legal proceeding
20 connected with an assault/injury on an employee sustained in the course of employment
21 shall be granted as leave and shall not be deducted from sick, personal or emergency
22 leave days.

23
24 Section D There shall be no loss of wages to an employee for work time lost because
25 of personal injury incurred on the employee while in performance of assigned duties for
26 a period up to and including one hundred eighty-five (185) days subsequent to the first
27 day of absence related to the assault/injury. This benefit will be coordinated with worker's
28 compensation plan and the regulations related thereto. An employee shall not incur the
29 loss of emergency, personal or sick leave days as a result of the injury while performing
30 duties on the job.

31
32 Wages lost because of disability resulting from the assault/injury for a period longer than
33 one hundred eighty-five (185) days shall be reimbursed to the extent of Employer and/or
34 state employee benefits programs.

35
36 The Employer may require the Employee to submit to a physical exam by the Employer's
37 physician to determine ability to return to work. Such exam shall be paid by the Employer.

38
39 Section E Employees shall be reimbursed for the costs of medical, surgical, hospital
40 or rehabilitative services exceeding the amount of any insurance reimbursement to which
41 the employee is entitled under coverage provided by the Employer and/or the state for
42 personal injury incurred as the result of an assault sustained in the course of employment
43

1 Section F In the case of a serious assault/injury every effort will be made to allow an
2 employee to transfer to another work location. Such an assault/injury must have occurred
3 while the employee was performing his/her duties.
4
5

6 ARTICLE 21 – SUMMER SCHOOL/EXTENDED SCHOOL SERVICES 7

8 Section A Teaching positions in the Summer School/Extended School Services will be
9 staffed first by qualified persons who are current employees in the Jefferson County
10 Public Schools.
11

12 Section B In filling Summer School teaching positions the Employer will use the
13 following process:
14

- 15 1. The Employer shall advertise that all employees interested in teaching Summer
16 School may apply and be placed on a rotation list by seniority. An employee will
17 remain on the Summer School rotation list and will be considered for Summer
18 School employment any year in which the employee submits an application to
19 teach Summer School.
20
- 21 2. Employees may apply for specific school locations(s) and teaching assignment or
22 may submit applications for any summer assignment for which qualified.
23
- 24 3. In extenuating circumstances an employee may at any time prior to an offer of
25 summer school employment withdraw an application and maintain his/her position
26 on the summer school rotation list.
27
- 28 4. Employees employed in Summer School rotate to the bottom of the list for the next
29 year.
30
- 31 5. Employees who have applied to teach Summer School and are offered a Summer
32 School position but refuse the position will drop to the bottom of the rotation list
33 along with those who worked Summer School.
34
- 35 6. Employees on lay-off or on leave are eligible to apply for Summer School positions
36 and will be placed on the list according to seniority. Employees applying for
37 Summer School positions while on leave must have formally requested to return
38 to active status in the fall.
39
- 40 7. Employees who apply in years following formation of the first rotation list will be
41 placed on the bottom of the Summer School rotation list by seniority.
42

43 Section C Projected locations and teaching positions for Summer School if known
44 shall be published by May 1.

1
2 Section D Those employed in the Summer School may use up to two (2) days of sick
3 leave accumulated as of the end of their preceding contract year. Those employed in
4 Extended School Services where the program is conducted as an extended school year,
5 and students are in attendance on a daily basis, a teacher working in a program of 1 to
6 29 days is eligible to utilize one (1) sick leave day. Those employed 30 days or more will
7 be eligible to utilize two (2) sick leave days.

8
9 Section E The articles on School Board Authority, Academic Freedom, Assistance in
10 Assault/Injury, Safety, Student Discipline, Employee Rights, Employee Discipline, and
11 Materials and Facilities shall apply to extended school services and tuition Summer
12 School.

13
14 Section F

- 15
16 1. Employees providing services under the Extended School Services of KERA shall
17 be paid their hourly rate.
18
19 2. Selection of employees for teaching responsibilities in the Extended School
20 Services program with KERA and summer school shall be by:
21
22 a. Employees of the school will be selected in accordance with Article 15,
23 Section A and B.
24 b. If the position is not filled by one of the above methods, the position will be
25 filled by the process outlined in Section B of this article.
26

27 Section G Employees requested to teach an additional period shall be paid their hourly
28 rate for the extra hour of assigned duties which shall be a planning period to be completed
29 at their work location. No employee shall be required to teach an additional period.
30 Employees shall be selected for this assignment using Article 15 of this Agreement.
31

32
33 ARTICLE 22 – SCHOOL CALENDAR

34
35 Section A The Parties agree that the Superintendent will appoint employees to serve
36 on the School Calendar Committee from among those nominated by the Association.
37

38 Section B The employee representatives on the Committee shall have the opportunity
39 to offer suggestions and make recommendations with respect to the development of the
40 annual School Calendar.
41

42 Section C The Superintendent's recommendation to the Employer pertaining to the
43 annual adoption of the School Calendar will be provided to the Association at least two
44 weeks in advance of the recommendation.

Section D The School Calendar shall provide:

For the 2018-2019 School year, there will be 187 paid days, which will include:

- 4 paid holidays
- 4 in-service days of which at least three (3) will be flexible in-service days
- 2 Gold Days
- 1 opening day
- 1 closing day

For the 2019-2020 School year and beyond, there will be 187 paid days, which will include:

- 4 paid holidays
- 4 in-service days of which at least two (2) will be flexible in-service days
- 2 Gold Days
- 1 opening day
- 1 closing day

One-half (1/2) of the opening and closing days shall be used solely for the purpose of the employees opening and closing their assigned areas.

Half of each Gold Day at all grade levels shall be reserved for grade group, team, or department meetings for purposes such as analyzing student work, reviewing portfolio inventories, designing assessments, developing graphic organizers and other instructional tools, developing unit assessments, and using Core Curriculum Guides for grade group, team or department planning and lesson development, disaggregating and/or monitoring student data and developing strategies to address the key findings, and formulating grade group, team or department plans for applying lessons from the school's professional development sessions.

Two (2) parent-teacher conference days are added to the School Calendar as extended employment. Teachers will be paid their normal per diem as defined in the Agreement for participating in the scheduled parent-teacher conference days. Schools may alter the normal scheduled workday start time in order to better accommodate parents. Schools may schedule other functions in lieu of parent-teacher conferences. If parent-teacher conference days are used for other purposes, then one-half (1/2) of each day at all grade levels shall be reserved for grade group, team, or department meetings for purposes such as analyzing student work, reviewing portfolio inventories, designing assessments, developing graphic organizers and other instructional tools, developing unit assessments, and using Core Curriculum Guides for grade group, team, or department planning and lesson development, disaggregating and/or monitoring student data and developing

1 strategies to address the key findings, and formulating grade group, team or department
2 plans for applying lessons from the school's professional development sessions.

3
4 A work day during the five (5) weekdays preceding the opening day of the School
5 Calendar may be an extended employment day for teachers. Teachers will be paid at
6 their normal per diem as defined in the Agreement for participating in the scheduled work
7 day.

8
9 General Election day will be designated as a non-work day for employees in the adopted
10 School Calendar.

11
12 When the start of the student school day is delayed by two or more hours, teachers will
13 operate on a delay of one hour less than the delay for students.

14
15
16 ARTICLE 23 – TEAM LEADERS, DEPARTMENT HEADS AND GRADE GROUP
17 CHAIRPERSONS

18
19 Team Leaders, Department Heads and Grade Group Chairpersons will be selected
20 annually by the principal/administrator, or designee in conjunction with the employees in
21 that department, team or grade group.

22
23
24
25
26 ARTICLE 24 – LIBRARIANS

27
28 Section A One librarian in each school shall be employed on a one hundred ninety
29 four (194) day calendar. When requested by the librarian and approved by the
30 principal/administrator, or designee, the extended time may be divided between the
31 opening and closing of school. The principal/administrator, or designee will schedule
32 days beyond 187 in consultation with the librarian.

33
34 Section B The librarian(s) shall collaborate with the building teaching staff and the
35 building principal in developing the library schedule. The library schedule shall not be
36 altered without involving the same collaborative process. The principal/administrator, or
37 designee will make efforts to schedule planning time for librarians in increments of at least
38 twenty-five (25) minutes.

39
40 Section C The employer shall strive to see that all school library media centers meet
41 guidelines of the AdvancED.

42
43
44 ARTICLE 25 – EXCEPTIONAL CHILD EDUCATION

1
2 The Employer recognizes its responsibility to provide exceptional child education
3 employees with facilities, materials, and services appropriate to fulfilling their duties
4 consistent with the provisions of IDEA – Individuals with Disabilities Education Act as
5 amended and resulting regulations.

6
7 Section A All appropriate employees shall have the opportunity to participate in ARC
8 meetings as required by federal and state laws/regulations. All employees involved in the
9 instruction of exceptional child education students shall have a copy of the IEP and have
10 it explained, if needed.

11
12 Section B Conferences or meetings with parents or legal guardians resulting from
13 IDEA – Individuals with Disabilities Education Act – as amended in which employees are
14 required to participate shall be scheduled during employees' duty hours whenever
15 possible. The ARC chairperson or designee will take into consideration the classroom
16 teacher(s) schedule when arranging for ARC meetings.

17
18 Section C Art, music, physical education and computer shall be provided to
19 exceptional child education pupils as written on the student's Individual Education
20 Program (IEP).

21
22 Section D Exceptional child education employees shall be provided time during duty
23 hours to use for the required placement testing of pupils. Teachers will not be required
24 to use planning time for this purpose.

25
26 Section E Student ECE records, when requested, shall be forwarded to the receiving
27 school within seven (7) days if available.

28
29 Section F Alternative portfolios for ECE students shall be completed in accordance
30 with Commonwealth of Kentucky requirements.

31
32 Section G The District and local school will give consideration to different levels of
33 functionalities when combining ECE students with different disabilities into any classroom.

34
35 Section H When requested, ECE Resource Consultants will work to develop
36 appropriate interventions for students.

37 38 39 ARTICLE 26 – LEAVES OF ABSENCE

40
41 The Employer shall grant leaves to employees in accordance with state and federal laws
42 and regulations and the provisions of this article.

43
44 Section A Sick Leave

1. Sick leave with pay shall be granted to an employee if the employee presents a personal affidavit or a certificate of a reputable physician stating that the employee or a member of the employee's "immediate family"¹ was ill on the day or days absent and providing the employee has not exhausted current or accumulated sick leave credit.
2. All employees shall be credited with ten (10) days sick leave per school year.
3. Sick leave will be credited on the initial day of employment and shall accumulate without limitation. All sick leave granted under this section shall be in units of full days.
4. Employees may not engage in any gainful employment while on sick leave except as allowed under the Family Medical Leave Act.
5. If an employee uses all accumulated sick leave and is still unable to return to assigned duties, the employee shall apply for and be placed on unpaid medical leave of absence in accordance with Section B 2 of this article. An employee need not exhaust all sick leave credit in order to exercise the option of requesting to be placed on unpaid medical leave of absence.
6. All provisions herein shall apply to pregnancy related matters.
7. A sick leave bank shall be established into which employees may voluntarily contribute one (1) day from their accumulated sick leave. Only voluntary contributors shall qualify for use of leave in the bank according to standards consistent with those applying to use of regular sick leave. A three (3) person committee composed of employees selected by the Association shall be responsible for approving use of sick leave in the bank by employees who have exhausted their leave. The parties further agree that bargaining unit members shall not be permitted to contribute sick leave days to any employee of another bargaining unit.

The association shall save the Employer harmless against any claims, legal or otherwise, for Sick Leave Bank enrollment if the Association is given the opportunity to provide all necessary legal services to defend such claims.

Section B Medical Leave

¹ "Immediate Family" means the Employee's spouse, child(ren), including step-child(ren), parent(s), spouse's parent(s) without reference to the location of said relative.

- 1 1. A medical leave of absence shall be granted for a period of two (2) consecutive
2 school years and, upon subsequent request, may be renewed for two (2) additional
3 years. The written request shall be made to Personnel Services.
4
- 5 2. Whenever any employee has been advised by a physician or otherwise knows of
6 any interruption of assigned duties due to anticipated medical reasons and which
7 may reasonably be expected to last thirty (30) or more days, the employee shall
8 notify Personnel Services and upon request be granted a medical leave of absence
9 according to Section A 5 of this article. Such notice shall be given in writing and
10 accompanied by a physician's statement setting out the anticipated date of
11 commencement of interruption of duties and whether the employee is to retain the
12 same assignment.
13
- 14 3. The employee shall notify the Employer as soon as possible of any change in the
15 return date. Said notice shall be accompanied by the written permission of the
16 physician.
17
- 18 4. The Employer will keep the employee's assignment available upon resumption of
19 assigned duties provided:
20
 - 21 a. Such assignment has not been eliminated during the employee's absence
22 for any valid reason
23
 - 24 b. The employee's planned absence does not exceed ninety (90) days
25
 - 26 c. An employee must return to work for a minimum of ten (10) days to re-start
27 the ninety (90) day count whether using paid or unpaid leave
28
- 29 5. Employees returning from a long-term leave of absence (an absence exceeding
30 90 days) will fill out the JCBE/JCTA agreed upon form "Release to Return from
31 Leave of Absence" and return the form to the District Leave Center (in person or
32 via fax) along with any medical documentation if applicable.
33
 - 34 a. Upon receipt of the necessary information, the employee will be provided
35 with a "District Release" form that they will present to their administrator
36 upon their return to work (employees can request that this form be emailed
37 to them).
38
 - 39 b. Employees returning from a long-term leave of absence are encouraged to
40 return the "Release to Return from Leave of Absence" form in person to the
41 District Leave Center but are not required to do so.
42

- 1 6. Employees who qualify for and are awarded workers compensation payments shall
2 be placed on medical leave with unused sick leave coordinated with the workers
3 compensation payments so as to sustain the level at a total of 100% regular wages.
4

5 The Employer shall save the Association harmless against any legal claims related
6 to the implementation of this section.
7

8 Section C Emergency Leave

9

10 For the purpose of the section "emergency" shall mean a sudden unexpected happening;
11 an unforeseen occasion or condition; a sudden or unexpected occasion for action.
12

- 13 1. Legitimate reasons for granting emergency leave with pay shall include:
14

- 15 a. Death or funeral of relative by blood or marriage (specify relationship)
16
17 b. Emergency situations resulting from natural disasters; i.e., tornado, flood
18 (specify exact reason)
19
20 c. Such other reasons of emergency or extraordinary nature as approved by
21 the Superintendent's designee. (Letter of explanation required.)
22

- 23 2. All employees shall be credited with two (2) days of emergency leave per
24 year. Emergency leave will be credited on the initial day of employment and will
25 not accumulate from year to year. All emergency leave granted under this section
26 will be granted in units of full days.
27

28 Section D Personal Leave

29

- 30
31 1. All employees shall be credited with three (3) days of personal leave per year. The
32 use of these days shall be at the employee's discretion. Unused personal leave
33 shall accumulate as sick leave.
34
35 2. Personal leave will be granted upon request to employees who give prior notice to
36 the principal or immediate supervisor by noon of the preceding day.
37
38 3. Personal leave days will not be granted for the last five (5) days of the school term
39 (student attendance days) except for the purpose of attending graduation
40 ceremonies for the employee, their spouse, children, step-children, foster children,
41 or grandchildren. A principal/administrator or designee may approve personal
42 leave during the last five (5) days for the purpose of attending graduation
43 ceremonies for other extended relatives by blood or marriage when sufficient proof
44 of the relationship and event is provided.

4. The principal or immediate supervisor may deny personal leave if the total requests exceed 10% of the teaching staff for any one day.
5. Job share employees who have signed a Job Share Agreement with another teacher and their principal to share one full-time job, will each receive 2 personal days, at a rate of 3.5 hours per day.
6. Part-time teachers who work at least 50% (654.50 hours per year) of the full-time teacher work year (1,309 hours per year) and are assigned to an approved working calendar will receive 2 personal days, at a rate of 3.5 hours per day.
7. Part-time employees that work a 7-hour day described in #5 and #6 above will receive 1 personal day.
8. Employees working at least 92 days will receive personal leave as defined in numbers 6 and 7.
9. Part-time retirees are not eligible for personal leave.

Section E Adoption/Child Rearing Leave

1. An employee presenting the required evidence shall upon request to Personnel Services be granted an unpaid leave of absence necessary to meet child adoption requirements and for the purpose of rearing the preschool child(ren).
2. The Employer will keep the employee's assignment available upon resumption of assigned duties provided:
 - a. Such assignment has not been eliminated during the employee's absence for any valid reason; and
 - b. The employee has requested such leave at least four (4) weeks prior to the anticipated date on which the leave is to commence;
 - c. The employee's planned absence does not exceed ninety (90) days.
3. A single adoption/child rearing leave shall be granted for a period of no less than thirty (30) days and no more than two (2) consecutive work years or major portions thereof upon written request by the employee to Personnel Services.

Section F Professional Leave

- 1 1. The Employer shall budget and establish a bank of four hundred (400) Professional
2 Leave days.
- 3
- 4 2. The use of seventy-five (75) of the four hundred (400) Professional Leave days
5 shall be used solely at the discretion and direction of the JCTA President, but
6 exclusively for professional development/training of employees.
- 7
- 8 3. Bargaining unit members wishing to use paid Professional Leave shall make
9 application on the appropriate form which shall be mutually agreed upon by the
10 parties.
- 11
- 12 4. All bargaining unit members application for said leave shall be reviewed for
13 approval or denial by the Professional Leave Committee except as outlined in
14 number 2 above.
- 15
- 16 5. The Professional Leave Committee shall be composed of three (3) bargaining unit
17 members appointed by the Association and three (3) administrators appointed by
18 the Superintendent.

19 Section G Educational Leave

20
21
22 A leave of absence of up to three (3) years shall be granted to any employee upon
23 application for educational or professional purposes. Upon return if the employee submits
24 evidence in accordance with established procedures that this leave was used for the
25 stated purpose for which it was granted, the employee shall be placed on the salary
26 schedule at the level which would have been achieved had the employee remained
27 actively employed in the system during the period of absence, provided however that time
28 spent on said leave will not count toward the fulfillment of the time requirements for
29 acquiring a continuing contract.

30
31 A teacher's seniority status will be maintained and the teacher will be placed in the line of
32 seniority where they would have been had they not taken the leave.

33 Section H Military Leave

34
35
36 Any employee who enters active duty shall be granted an unpaid leave for a period not
37 to exceed the initial period of service. Any employee on military leave and within ninety
38 (90) days after the employee's separation from military service shall upon written
39 application be restored to a position in the employment of the Employer, provided the
40 employee shall furnish proof of discharge or separation from service under honorable
41 conditions and be found by a physician selected by the Employer to be in a satisfactory
42 state of health for the performance of teaching duties. Upon return the employee shall
43 be placed on the salary schedule at the level which would have been achieved had the
44 employee remained actively employed in the system during the period of absence.

1
2 Section I Political Activity Leave

3
4 An unpaid leave of absence shall be granted to any employee upon application for the
5 purpose of campaigning for or serving in public office once the employee becomes a bona
6 fide candidate for such office. The employee's assignment will be kept available for
7 resumption of teaching duties provided the employee's planned absence does not exceed
8 ninety (90) days.

9
10 Section J Jury Duty Leave

11
12 Any employee who serves on a jury in any duly constituted local, state or federal court
13 shall be granted leave with full compensation less any compensation received as jury
14 pay, for the period of actual jury service, which leave shall be in addition to all other leave
15 to which the employee may be entitled.

16
17 Employees claiming compensation for jury duty shall comply with the following
18 procedures:

- 19
20 1. A copy of the jury subpoena must be provided to the school principal or immediate
21 supervisor prior to the first day involving jury duty service.
22
23 2. If assigned to jury duty, the Verification of Jury Duty form (available from the payroll
24 department) must be completed each pay period and forwarded with the Payroll
25 Exception card which the school submits to the Payroll Office.
26
27 3. A personal check (payable to the Treasurer, Jefferson County Board of Education)
28 for the amount of compensation received for jury duty service only and excluding
29 the travel expense shall be delivered to the principal or immediate supervisor for
30 transmittal to the Payroll Office.

31
32 Section K Association President and Vice-President Leave

33
34 The Employer shall upon request grant a full-time leave to the President of the Association
35 for the school year(s) for which the President is elected, without the loss of salary, step
36 increment, or Employer paid fringe benefits.

37
38 Following the leave the employee will be returned to the assignment held prior to leave. In
39 the event the assignment is not available, the employee will be given a comparable
40 assignment.

41
42 The duly elected President of the Association will be assigned by the District to the
43 Association for 187 days. During this time, he/she will work on area/issues of mutual
44 concern related to the welfare of the students of Jefferson County Public Schools as

1 determined by the Association. For this 187-day period, he/she shall be considered in an
2 active duty status and shall receive compensation and benefits in accordance with the
3 labor agreement. Should the Association elect to extend the President's work year
4 beyond the 187 days, the Association will reimburse the Employer for any cost associated
5 with the extension. The Association may provide for additional benefits, such as sick
6 leave on a pro-rated basis, based on additional days worked by the JCTA President. The
7 Association will bear the cost of these additional days. The JCTA President will report
8 time for purposes of salary using the current mutually agreed upon forms and procedures
9 unless the Employer and the Association mutually agree to changes.

10
11 Upon petition by the Association by June 1 of the preceding school year, the Employer
12 will allow the duly elected Vice-President of the Association to be released from his/her
13 teaching duties for one-half (1/2) of each school day for the next school year. The parties
14 shall meet and plan how to minimize any adverse effect resulting from the Vice
15 President's absence. During this time, he/she will work on areas/issues of mutual concern
16 related to the welfare of the students of Jefferson County Public Schools as determined
17 by the Association. For this 187-day period, he/she will be considered in an active duty
18 status and shall receive compensation and benefits in accordance with the labor
19 agreement. The Association will compensate the District for one-half (1/2) the salary and
20 benefits of the Vice-President.

21 22 Section L Association Leave

23
24 The Employer shall grant the Association an annual maximum of two hundred seventy
25 five (275) days. The Association shall request use of the days as needed at least five (5)
26 days in advance, except for extenuating circumstances, for attendance at regional, state
27 or national meetings for the conduct of necessary Association business. The allocation
28 of such paid Association leave days shall be determined by the Association except that
29 no employee shall use more than eight (8) days per school year. The Association may
30 authorize a maximum for five (5) employees to be exempt from the eight (8) day per year
31 limitation; however, in no case shall an employee utilize more than twenty (20)
32 Association leave days without mutual agreement of the Employer and the Association.
33 When an employee who is exempt from the eight (8) day limitation uses Association
34 leave, the Parties shall meet and plan how to minimize any adverse effect resulting from
35 the employee's absence. This may include the use of substitute personnel serving as an
36 assistant for which the cost shall be reimbursed to the Employer by the Association. The
37 Association will reimburse the Employer for the cost of any substitute employee for these
38 leave days.

39
40 The Association will provide a minimum of three (3) days notice for association leave
41 requests for the Association Vice-President.

42 43 Section M Resumption of Benefits Following Leave

1 When the employee resumes service in the district following leave any unused
2 accumulated sick leave will be restored. Any employee granted a leave which affects the
3 continuation of benefits provided by the Employer shall assume responsibility for making
4 arrangements for continuation of said benefits during the term of said leave. The
5 Employer will provide assistance and information with the ultimate responsibility for all
6 notices remaining with the employee.

7 8 Section N Length of Consecutive Leaves of Absence

9
10 The Employer may deny Adoption/Child Rearing Leave, or Educational Leave when the
11 granting of such leave would result in an absence from duty for a period longer than two
12 (2) consecutive school years without at least one-half (1/2) intervening year of active
13 service as an employee. Time while an employee is on unpaid Education Leave serving
14 as a released full-time salaried officer of the Association or the Kentucky Education
15 Association or the National Education Association shall not apply under this section.

16 17 Section O Court Appearance Leave

18
19 Any employee who is summoned to a local, state, or federal court for reasons directly
20 connected with the employee's employment shall be granted paid leave after properly
21 presenting the approved form certifying the court appearance. This section shall not
22 apply when the employee is a plaintiff or witness against the Employer or its agents, or
23 when the employee is a plaintiff in cases without Employer sanction.

24 25 Section P Notarizing Leave Affidavits

26
27 The principal will make arrangements for notarizing, without charge, the personal
28 affidavits of employees for leave where required.

29 30 Section Q "Substitute Status"

31
32 An employee who qualifies for professional leave or child rearing leave may instead
33 choose to go to "substitute status". In this status an employee may serve as a substitute
34 teacher assigned through the Substitute Teacher Center office. An employee in this status
35 has the same rights and benefits, including representation, of a substitute teacher. If an
36 employee wishes to return to employee status, the employee has the same rights to return
37 to service as an employee on the above referenced leave of absence.

38 39 40 ARTICLE 27 – COMPENSATION SCHEDULES

41 42 Section A Salary Schedule

1 The Teacher Salary Schedule will be increased by .5% effective July 1, 2018. This
2 increase will be retroactive, but only employees who are active, full-time employees on
3 the date the Board of Education ratifies this Agreement shall be eligible to receive
4 retroactive pay.

5
6 The Teacher Salary Schedule will be increased by .5% effective July 1, 2019.

7
8 The Salary Schedule for subsequent years will be negotiated by the Employer and the
9 Association prior to the beginning of the 2020-21 fiscal year.

- 10
11 1. The increment for earned doctorate (Rank I +) in subject fields or areas approved
12 by the State Board of Education for certification purposes.
- 13
14 2. Employees paid on these schedules shall be paid on a 26-pay check
15 plan. Employees shall retain their right to receive summer checks at the beginning
16 of summer break.
- 17
18 3. One check per payroll period will be generated to include all monies due, including
19 but not limited to, regular compensation, ESS, parent/teacher conference day,
20 coaching, opening day, etc. Individual items will be listed/defined on the pay
21 stub/direct deposit advice.
- 22
23 4. Job Family III salary schedule includes teachers and other non-managerial,
24 professional employees who work directly with students.
- 25
26 5. Direct deposit to one account will be mandatory for all employees. The credit union
27 will remain as a payroll deduction.

28
29 Section B¹ Insurance Benefits

- 30
31 1. Employee Health and Hospitalization insurance provided for by the
32 Commonwealth of Kentucky Employee Health Plan.
- 33 2. \$20,000 term life insurance – when full premium paid by state.
- 34
35 3. Term life insurance equal to pay on the Teachers Salary Schedule, with maximum
36 payment of \$50,000 – full premium paid by Employer.
- 37
38 4. Workers compensation insurance – full premium paid by Employer.
- 39
40 5. Long term disability income protection insurance – full premium paid by Employer.
- 41
42 6. Unemployment compensation insurance – full premium paid by Employer.
- 43

¹ For regular full-time teachers working on limited or continuing contracts and other full-time employees.

1 Section C² Sick Leave Payout Upon Retirement from Jefferson County Public Schools

2
3 Upon retirement from the Jefferson County Public School District, a teacher shall receive
4 thirty (30) percent of the teacher's unused accumulated sick leave as a cash payment
5 (less appropriate deductions) up to a maximum equal to the teacher's accumulated sick
6 leave on the thirtieth (30th) year of credited service in the teachers' retirement
7 systems. The cash payment shall be calculated by using the teacher's last year of service
8 daily rate.

9
10 This benefit is available only to employees who give appropriate notice and retire from
11 active service with Employer. Employees whose employment ends due to resignation,
12 termination or any other reason besides retirement shall not receive this benefit.

13 Should a teacher's balance of unused sick leave fall below the number reached at the
14 thirtieth year of service, it is understood that the teacher can continue to accrue sick leave
15 and will be paid up to a maximum of that reached in the thirtieth year.
16

17 Section D Summer School, Curriculum Writing, Optional In-service Pay; Incentive
18 Stipends.

- 19 1. Summer school, Jefferson County High School, and part-time teachers' salaries
20 shall be prorated. Annual salaries are divided by base days to determine daily
21 rates. Daily rates are divided by seven (7) to determine an hourly rate. The
22 number of class hours will be multiplied by the hourly rate to arrive at the salary for
23 less than a full duty day.

24 Section E Extra Service Pay Schedule 2018-19

25 $1.0 = .1088 \times \text{Rank III, Step 0}$ (for a 187 day teacher salary schedule)

- 26 1. High School Athletics [see extra service compensation table]
27
28 2. Other Activities H.S. & YPAS [see extra service compensation table]
29
30 3. Middle School Athletics [see extra service compensation table]
31
32 4. Elementary School Athletics [see extra service compensation table]
33
34 5. School Funded Sport/Support [see extra service compensation table]
35
36 6. Extra Service Rates [see extra service compensation table]
37

² For regular full-time teachers working on limited or continuing contracts and other full-time employees.

- 1 7. Department Head (Middle and Senior High Schools) 2 or more teachers
2 in department - \$125 per teacher.
- 3
- 4 8. Extra Service Pay Schedule increments are paid only for services actually
5 rendered.
- 6
- 7 9. These increments are based upon meeting approved criteria for the activities. A
8 coach will not be paid less than the full increment when the approved criteria is
9 met.
- 10
- 11 10. Elementary Team Leaders - \$125 per teacher on team or grade group.
- 12
- 13 11. The following activities will be paid at the tutoring rate of \$15.00 per hour:
- 14
- 15 a. Aiding students in the completion of homework assignments given in class
16 and completing students' notes;
- 17
- 18 b. Supervising study time;
- 19
- 20 c. Providing classroom and resources for project completion (i.e.,
21 supervision of science lab);
- 22
- 23 d. Making up classroom activities missed because of absentees;
- 24
- 25 e. Computer Curriculum Corporation (CCC);
- 26
- 27 f. Study skills program;
- 28
- 29 g. Tutoring centers;
- 30
- 31 h. Supervising National Honor student volunteers in peer tutoring;
- 32
- 33 i. Supervising students in computer lab;
- 34
- 35 j. One on one; and
- 36
- 37 k. Supervising students completing long term projects.
- 38
- 39 l. Student supervision for high school activities related to career
40 pathways. The pathway addressed must be Kentucky Department of
41 Education approved as recognized by Technical Education Database
42 System (TEDS)
- 43

44 Section F

1
2 Beginning with errors which are made after the effective date of this Agreement, recovery
3 of underpayments or overpayments of compensation of any type shall be no more than
4 the amount of the underpayment or overpayment that occurred during the school year in
5 which the error is discovered and the preceding five (5) school years. In the event a claim
6 is brought against the Association following an application of this Section, the Employer
7 shall hold the Association harmless as to the costs of resolving the claim provided the
8 Association contests the claim through to final resolution.
9

Table A

JOB FAMILY III SALARY SCHEDULE						
2018 - 19						
STEP	RANK III	RANK III + 15	RANK II	RANK II + 15	RANK I	DOCTORATE
0	42,914.07	44,651.07	48,700.69	50,433.54	54,481.01	56,984.70
1	43,687.00	45,419.81	49,469.41	51,204.38	55,249.75	57,759.77
2	44,459.96	46,192.81	50,240.26	51,779.87	56,024.81	58,526.38
3	45,224.51	46,963.65	51,009.00	52,743.99	56,791.47	59,297.27
4	47,929.86	47,929.86	53,019.16	53,514.86	58,100.04	60,070.20
5	48,700.69	49,278.28	53,323.70	55,058.65	59,106.12	61,611.92
6	49,858.01	50,820.00	54,865.39	56,596.13	60,645.75	63,151.49
7	50,624.64	52,357.49	56,407.09	58,146.23	62,187.43	64,693.23
8	52,168.44	53,905.54	57,950.89	59,685.82	63,731.23	66,239.14
9	53,705.99	55,445.09	59,490.50	61,225.45	65,272.95	67,776.64
10	55,249.75	56,984.70	61,032.24	62,765.04	66,810.43	69,316.26
11	58,337.36	60,070.20	64,117.70	65,848.46	69,902.21	72,401.73
12	59,876.97	61,611.92	65,659.42	67,392.28	71,441.82	73,945.52
13	61,418.69	63,151.49	67,196.94	68,933.96	72,981.43	75,491.45
14	62,960.39	64,693.23	68,742.81	70,473.55	74,523.18	77,028.97
15	64,499.98	66,239.14	70,286.61	72,017.35	76,062.75	78,570.63
16	67,587.60	69,316.26	73,370.07	75,104.98	79,150.35	81,649.88
17	69,902.21	71,632.99	75,676.30	77,417.50	81,462.92	83,964.53
18	69,902.21	71,632.99	75,676.30	77,417.50	81,462.92	83,964.53
19	69,902.21	71,632.99	75,676.30	77,417.50	81,462.92	83,964.53
20	71,441.82	73,176.80	77,222.19	78,957.08	83,004.61	85,506.22
21	71,441.82	73,176.80	77,222.19	78,957.08	83,004.61	85,506.22
22	71,441.82	73,176.80	77,222.19	78,957.08	83,004.61	85,506.22
23	71,441.82	73,176.80	77,222.19	78,957.08	83,004.61	85,506.22
24	71,441.82	73,176.80	77,222.19	78,957.08	83,004.61	85,506.22
25	72,594.95	74,332.01	78,377.40	80,112.35	84,157.74	86,665.65

The 2018-2019 teacher salary schedule reflects an increase of .5%. Annual salary is based on a 187 days, 7 hours per day work year.

Table B1

EXTRA SERVICE (coaching) PAY SCHEDULE 2018-2019

1.0 = .1088 x Rank III, Step 0 (for a 187 day teacher salary schedule)
 Rank III, Step 0 = \$42,914.07
 times .1088 = \$4,669

Prepared 8/1/2018

Athletic & Related Activities in Senior High Schools										
Title	Step 0		Step 1		Step 2		Step 3		Step 4	
Athletic Director	1.2	5,603	1.3876	6,479	1.5750	7,354	1.7626	8,229	1.9500	9,105
Head Football	1.0	4,669	1.1563	5,399	1.3125	6,128	1.4688	6,858	1.6250	7,587
Head Basketball	1.0	4,669	1.1563	5,399	1.3125	6,128	1.4688	6,858	1.6250	7,587
Asst. Football (1,2)	0.6	2,801	0.6938	3,239	0.7875	3,677	0.8813	4,115	0.9750	4,552
JV Basketball (1,2)	0.6	2,801	0.6938	3,239	0.7875	3,677	0.8813	4,115	0.9750	4,552
Track (1)	0.6	2,801	0.6938	3,239	0.7875	3,677	0.8813	4,115	0.9750	4,552
Baseball (2)	0.6	2,801	0.6938	3,239	0.7875	3,677	0.8813	4,115	0.9750	4,552
Softball (2)	0.6	2,801	0.6938	3,239	0.7875	3,677	0.8813	4,115	0.9750	4,552
Wrestling	0.6	2,801	0.6938	3,239	0.7875	3,677	0.8813	4,115	0.9750	4,552
Volleyball	0.6	2,801	0.6938	3,239	0.7875	3,677	0.8813	4,115	0.9750	4,552
Cheerleaders	0.6	2,801	0.6938	3,239	0.7875	3,677	0.8813	4,115	0.9750	4,552
JROTC Rifle Team	0.6	2,801	0.6938	3,239	0.7875	3,677	0.8813	4,115	0.9750	4,552
School Technology Coordinator	0.6	2,801	0.6938	3,239	0.7875	3,677	0.8813	4,115	0.9750	4,552
Drill Corps	0.5	2,335	0.5782	2,699	0.6563	3,064	0.7344	3,429	0.8125	3,794
Cross Country (1,2)	0.5	2,335	0.5782	2,699	0.6563	3,064	0.7344	3,429	0.8125	3,794
Field Hockey (1,2)	0.5	2,335	0.5782	2,699	0.6563	3,064	0.7344	3,429	0.8125	3,794
Soccer (1,2)	0.5	2,335	0.5782	2,699	0.6563	3,064	0.7344	3,429	0.8125	3,794
Tennis (1,2)	0.5	2,335	0.5782	2,699	0.6563	3,064	0.7344	3,429	0.8125	3,794
JV Volleyball	0.4	1,868	0.4625	2,160	0.5250	2,451	0.5875	2,743	0.6500	3,035
Golf (1,2)	0.4	1,868	0.4625	2,160	0.5250	2,451	0.5875	2,743	0.6500	3,035
Swimming (1,2)	0.4	1,868	0.4625	2,160	0.5250	2,451	0.5875	2,743	0.6500	3,035
Chess Sponsor	0.4	1,868	0.4625	2,160	0.5250	2,451	0.5875	2,743	0.6500	3,035
ROTC Drill Team	0.4	1,868	0.4625	2,160	0.5250	2,451	0.5875	2,743	0.6500	3,035
Asst. Wrestling (2)	0.4	1,868	0.4625	2,160	0.5250	2,451	0.5875	2,743	0.6500	3,035
Asst. Field Hockey (2)	0.4	1,868	0.4625	2,160	0.5250	2,451	0.5875	2,743	0.6500	3,035
Assistant Track (1,2)	0.3	1,401	0.3469	1,620	0.3938	1,838	0.4406	2,057	0.4875	2,276
Assistant Soccer (1,2)	0.3	1,401	0.3469	1,620	0.3938	1,838	0.4406	2,057	0.4875	2,276
Freshman Basketball (1,2)	0.3	1,401	0.3469	1,620	0.3938	1,838	0.4406	2,057	0.4875	2,276
Freshman Football (1,2)	0.3	1,401	0.3469	1,620	0.3938	1,838	0.4406	2,057	0.4875	2,276
Bowling	0.1	467	0.1156	540	0.1313	613	0.1469	686	0.1625	759

Table B2

Other Activities High Schools & YPAS									
Title	Step 0	Step 1		Step 2		Step 3		Step 4	
Band Director	0.9	4,202	1.0407	4,859	1.1813	5,515	1.3219	6,172	1.4625
Band Camp (4)	0.2022	944							
Academic Activities Coordinator	0.6	2,801	0.6938	3,239	0.7875	3,677	0.8813	4,115	0.9750
Asst. Band Director (3)	0.4	1,868	0.4625	2,160	0.5250	2,451	0.5875	2,743	0.6500
Choral Director*	0.4	1,868	0.4625	2,160	0.5250	2,451	0.5875	2,743	0.6500
Newspaper Sponsor	0.4	1,868	0.4625	2,160	0.5250	2,451	0.5875	2,743	0.6500
Yearbook Sponsor	0.4	1,868	0.4625	2,160	0.5250	2,451	0.5875	2,743	0.6500
Drama*	0.4	1,868	0.4625	2,160	0.5250	2,451	0.5875	2,743	0.6500
Speech and Debate	0.4	1,868	0.4625	2,160	0.5250	2,451	0.5875	2,743	0.6500
Instrumental Band Director*	0.4	1,868	0.4625	2,160	0.5250	2,451	0.5875	2,743	0.6500
Instrumental Strings Director*	0.4	1,868	0.4625	2,160	0.5250	2,451	0.5875	2,743	0.6500
Orchestra (Concert) Director*	0.4	1,868	0.4625	2,160	0.5250	2,451	0.5875	2,743	0.6500
Quick Recall Sponsor	0.4	1,868	0.4625	2,160	0.5250	2,451	0.5875	2,743	0.6500
Science Fair Sponsor	0.073	341	0.0844	394	0.0958	447	0.1072	501	0.1186
Science Olympiad Sponsor	0.073	341	0.0844	394	0.0958	447	0.1072	501	0.1186
JV Quick Recall Sponsor (5)		647							
Future Problem Solving Sponsor (5)		441							

MIDDLE SCHOOL ATHLETICS & OTHER ACTIVITIES									
Title	Step 0	Step 1		Step 2		Step 3		Step 4	
School Technology Coordinator	0.5	2,335	0.5782	2,699	0.6563	3,064	0.7344	3,429	0.8125
Activity/Athletic Director	0.4	1,868	0.4625	2,160	0.5250	2,451	0.5875	2,743	0.6500
Activities Sponsor	0.1	467	0.1156	540	0.1313	613	0.1469	686	0.1625
Basketball (1)	0.3	1,401	0.3469	1,620	0.3938	1,838	0.4406	2,057	0.4875
Academic Activities Coordinator	0.3	1,401	0.3469	1,620	0.3938	1,838	0.4406	2,057	0.4875
Football	0.3	1,401	0.3469	1,620	0.3938	1,838	0.4406	2,057	0.4875
Asst. Football	0.1	467	0.1156	540	0.1313	613	0.1469	686	0.1625
6th Grade Basketball	0.1	467	0.1156	540	0.1313	613	0.1469	686	0.1625
Baseball Softball	0.1	467	0.1156	540	0.1313	613	0.1469	686	0.1625
Volleyball	0.1	467	0.1156	540	0.1313	613	0.1469	686	0.1625
Soccer	0.1	467	0.1156	540	0.1313	613	0.1469	686	0.1625
Flag Football	0.1	467	0.1156	540	0.1313	613	0.1469	686	0.1625
Cross Country	0.1	467	0.1156	540	0.1313	613	0.1469	686	0.1625
Track	0.1	467	0.1156	540	0.1313	613	0.1469	686	0.1625
Field Hockey	0.1	467	0.1156	540	0.1313	613	0.1469	686	0.1625

MIDDLE SCHOOL ATHLETICS & OTHER ACTIVITIES									
Title	Step 0	Step 1		Step 2		Step 3		Step 4	
Cheerleaders	0.2	934	0.2313	1,080	0.2625	1,226	0.2938	1,372	0.3250
Drill Corps	0.1	467	0.1156	540	0.1313	613	0.1469	686	0.1625
Quick Recall Coach	0.1	467	0.1156	540	0.1313	613	0.1469	686	0.1625
Future Problem Solving Coach	0.1	467	0.1156	540	0.1313	613	0.1469	686	0.1625
Extra Service Pay Schedule 2018-2019									

Table B3

ELEMENTARY SCHOOL										
Title	Step 0	Step 1		Step 2		Step 3		Step 4		
School Technology Coordinator	0.4	1,868	2,160	0.4625	2,160	0.5250	2,451	0.5875	2,743	3,035
Quick Recall	0.1	467	540	0.1156	540	0.1313	613	0.1469	686	759

SCHOOL FUNDED SPORTS & SUPPORT										
Title	Step 0	Step 1		Step 2		Step 3		Step 4		
Asst Athletic Director/Game Manager (6)		1,700	2,000		2,000		2,300		2,600	3,000
School Funded Sport/Support (6)		200	500		500		800		1,100	1,400

LOCAL EVALUATION APPEALS PANEL (LEAP)										
Title	Step 0	Step 1		Step 2		Step 3		Step 4		
LEAP POOL (7)	0.4044	1,888								

- (1) The total increment paid to a person who coaches both teams is calculated at 1.5 times the listed Increment.
 - (2) Increment is for teams which meet approved participation levels.
 - (3) Increment is for 100 or more members of marching band.
 - (4) Band Camp is not subject to step increases.
 - (5) Paid by the Academic Competition Department and not subject to step increases.
 - (6) Schools are required to pay the listed Board approved scale. Increment is not adjusted for cost of living increases. Step progression is not mandatory for these two positions (per MOA agreement).
 - (7) LEAP is not subject to step increases.
- *Positions are not subject to shared duty including those of head coaches.

Safe School Sponsor: \$467

Safte School Coordinator: \$1403

Tournament Manager: 1 Day-\$100, 2 Days-\$150, 3 Days-\$200, 4 Days-\$250, 5 Days-\$300

Table C

**JCTA EXTRA SERVICE RATES
2018-2019**

Teachers / Librarians / Resource Teachers - Job Family III

Instruction (example: ESS)	Daily/Hourly Rate
Substitute Shortage (make-up planning one hour after school)	Hourly Rate
Mandatory Professional Development - Participation	Hourly Rate
Professional Development - Presentation	Hourly Rate
Professional Development - Participation*	\$21.3870 per hour
Professional Development - Preparation*	\$21.3870 per hour
(Up to 3 hours prep for each hour of presentation may be paid)	
Overcap (Class Size Overage).	\$1.9124 per 1/2 hr per student
(1/12 of 10% of the daily rate for Step 0, Rank III)	
New Teacher Induction	\$18.9327 per hour
(8.25% of the daily rate of Step 0, Rank III)	
Department Head (Middle & High School) 2+ teachers in department.	\$125.00 per full-time teacher in department
Team Leader/Grade Group Leader (Elementary School)	\$125.00 per full-time teacher on team
Cultural Contact	\$250.00 per year
Curriculum Preparation	\$10.78 per hour
Other Extra Service Duties (non-certified work, activity bus driver).	\$10.00 per hour
Transportation Support (monitor, driver, supervision)	\$15.00 per hour
Tutoring for the following activities	\$15.00 per hour
Aiding students in the completion of homework assignments and completing students' notes;	
Supervising study time;	
Providing classroom and resources for project completion (i.e supervision of science lab);	
Making up classroom activities missed because of absentees;	
Computer Curriculum Corporation (CCC);	
Study skills program;	
Tutoring centers;	
Supervising National Honor Student volunteers in peer tutoring;	
Supervising students in computer lab;	
One on one;	
Supervising students completing long term projects; and	
Student supervision for TEDS high school activities related to career pathways.	

*Professional Development Participation & Preparation rate is adjusted each year by the same percentage as the Extra Service (coaching) Pay Schedule.

1 ARTICLE 28 - MISCELLANEOUS

2
3 Section A The Employer's procedure for placement of student teachers shall contain
4 a provision which provides teacher employees with an opportunity to request that student
5 teachers be placed with them. The Association will be involved with the development of
6 this provision in the procedure.

7
8 Section B The Employer will provide a mentoring program for new teachers on
9 emergency certificates or enrolled in District alternative certification programs. Services
10 will be provided by mentors who have participated in professional development related to
11 effective mentoring strategies/practices as well as current programs implemented in
12 schools.

13
14 Section C Mileage Reimbursement

15
16 Teachers who travel at the request of the Employer will receive mileage reimbursement
17 consistent with the Employer approved travel reimbursement guidelines. The employer
18 will provide adequate time to travel between schools.

19
20 Section D Any teacher who initiated the program outlined in this Section before July
21 1, 2018 may complete the program on the terms outlined below. Unless authorized and
22 funded by their particular school, no additional teachers may enroll in this program after
23 July 1, 2018.

24
25 If a teacher voluntarily opts to participate in the Bellarmine Literacy Project (BLP) training,
26 they will agree to stay at a BLP school [not limited to only one (1) BLP school] for three
27 (3) years beginning with the year immediately following the completion of the initial year
28 of BLP training. If a teacher voluntarily leaves the BLP school(s) or the District prior to
29 the completion of those three (3) years, they agree to repay the District for the cost of the
30 training that was paid by JCPS to Bellarmine University. The repayment shall be pro-
31 rated based on the portion of the 3-year agreement that has not been met.

32
33 Any teacher who is assigned to or in any way required to obtain the BLP training will not
34 be held responsible for reimbursement of any funds expended for BLP training. The
35 provisions herein above shall not apply to any subsequent years of BLP training that a
36 teacher opts to obtain.

37
38 Section E If a teacher relocates their primary residence a distance of 100 miles or
39 greater in order to fulfill their employment duties with JCPS, JCPS will provide stipends
40 as follows:

- 41
42 1. A Teacher relocating between 100 and 200 miles will receive a \$1000 stipend in
43 October of the given year and an additional \$1000 in April of the given year. The
44 teacher must provide proof of relocation to receive these stipends.

2. A Teacher relocating more than 200 miles will receive a total of \$4000 in two (2) installments. The first installment will be paid within three (3) weeks of submission of moving expenses in the amount of the submitted expenses and the balance of the \$4,000 will be paid at the end of the school year.
3. A Teacher relocating a distance of 100 miles or greater may receive only one of the benefits outlined in numbers 1 or 2 of this Section and, after receiving one of those benefits, will not be eligible for additional relocation stipends in the future for any reason.

Section F The District will pay 60% of the cost for each of the four (4) NBCT components upon proof of completion. Teachers who avail themselves of this reimbursement will work four (4) years for the District. Participating teachers who voluntarily leave prior to completion of four (4) years with the District will reimburse the District on a prorated basis for their NBCT component training expense.

Section G For new experienced teachers hired by the District, JCPS will recognize up to 20 years of service in high needs disciplines as determined on a yearly basis by mutual agreement between the Association and the Employer.

ARTICLE 29 - GRIEVANCE PROCEDURE

Section A Definitions

1. Grievance means an allegation or complaint that there has been a violation, misinterpretation or improper or arbitrary application of one or more specific provisions of this Agreement.
2. Grievant means the person(s) or Association making the allegation or complaint.
3. Party-in-interest means the person(s) or Association making the allegation or complaint or any party who might be required to take action or against whom action might be taken in order to resolve the grievance.
4. Immediate Supervisor means –
 - a. The Principal/administrator, or designee;
 - b. The Principal/administrator, or designee with whom the grievance has been filed when the employee is assigned to more than one location; or
 - c. The administrator by whom the employee is evaluated when the employee is not assigned to an individual school location.

1 Section B Purpose

2
3 1. The purpose of this Grievance Procedure is to secure, at the lowest possible
4 administrative level, equitable solutions to the problems which may arise affecting
5 the welfare or working conditions of employees. The Parties agree that these
6 proceedings will be kept as informal as may be appropriate at any level of the
7 procedure.

8
9 2. Nothing contained herein will be construed as limiting the right of any employee
10 having a grievance to discuss the matter informally with any appropriate member
11 of the administration, and to have the grievance adjusted without intervention by
12 the Association, provided that the adjustment is not inconsistent with the terms of
13 this Agreement and that the Association after Level I A has been given an
14 opportunity to be present at such adjustment and to state its views.
15

16 Section C Representation

17
18 A grievant may be represented by the Association at all stages of the Grievance
19 Procedure after Level I A.
20

21 Section D Procedure

22
23 Since it is important that grievances be processed as rapidly as possible, the timetable
24 specified at each level should be considered as a maximum and every effort should be
25 made to expedite the process. The time limits specified may, however, be extended by
26 mutual agreement.
27

28 In the event a grievance is filed at such a time that it cannot be processed through all the
29 steps in this Grievance Procedure by the end of the school year, the time limits set forth
30 herein will be reduced so that the procedure may be exhausted prior to the end of the
31 school year or as soon thereafter as is practicable.
32

33 Level I A An employee with a grievance shall first inform the immediate
34 supervisor or the appropriate administrator within fifteen (15) days of awareness
35 of the incident or condition which is the basis of the grievance with the objective of
36 resolving it informally.
37

38 Level I B If the grievant is not satisfied with the disposition of the grievance a
39 meeting with the Principal/administrator, or designee shall be held with the
40 objective of resolving the grievance informally.
41

42 Level I C If the grievance is not resolved informally the grievant may file the
43 grievance in writing with the immediate supervisor or appropriate

1 administrator. The immediate supervisor or appropriate administrator shall
2 respond in writing within three (3) days.

3
4 Level II If the grievant is not satisfied with the disposition of the grievance at
5 Level I C, or if no decision has been rendered within three (3) days after receipt of
6 the grievance, the grievant may within ten (10) days submit the written grievance
7 to the Superintendent/designee with copies to the administrator, and the
8 Association. The Superintendent/designee shall have a hearing within five (5) days
9 after receipt of the written appeal. The Superintendent/designee shall have a
10 written decision within seven (7) days.

11
12 Level III If the grievant is not satisfied with the disposition of the grievance at
13 Level II, or if no written decision has been rendered within twelve (12) days after
14 the grievance has been submitted at Level II the Association may submit the
15 grievance to arbitration. The Association shall notify the Superintendent/designee
16 by email within twenty-five (25) days. If a question as to the arbitrability of an issue
17 is raised by either party, such question shall be determined in the first instance by
18 the arbitrator.

19
20 The parties have jointly established a six (6) member panel of arbitrators that will be
21 utilized on a rotating basis for arbitration cases. The Parties will meet every three (3)
22 months, if needed, to review the panel and the Employer and the Association may
23 mutually agree to strike a panel member. Annually, the parties will meet to review the
24 panel and the Employer and the Association may each choose to strike one panel
25 member, who will then be replaced by mutual agreement to maintain a six (6) member
26 panel.

27
28 The Employer and the Association will identify and confirm the arbitrator who will hear the
29 case from the rotation list. The Association will contact the arbitrator selected, with a copy
30 of the email sent to Employee Relations to request available dates. Once the dates are
31 received, the Association will confirm their availability as will the Employer. The date will
32 be confirmed between the parties.

33
34 The Employer and the Association agree to select hearing dates from those presented by
35 the arbitrator and not cancel hearings once scheduled, except in extraordinary
36 circumstances, such as the unavailability of witnesses or emergencies. Should a
37 scheduled arbitration be resolved or withdrawn, the Parties may, by mutual agreement,
38 move forward an arbitration pending with the same arbitrator.

39
40 The Parties agree to schedule arbitrations during the summer months with high school
41 arbitrations receiving priority for the month of June.

42
43 The arbitrator shall have authority to hold hearings and make procedural rules consistent
44 with this Agreement. Such hearings shall be held as promptly as practicable after the

1 request for arbitration and the arbitrator shall issue the decision within a reasonable time
2 but no later than sixty (60) days after the date of the close of the final hearing. If the
3 Parties mutually agree, hearings may be waived and the arbitrator's decision made on
4 the basis of final statements and evidence submitted to the arbitrator. The Employer and
5 the Association agree to select hearing dates from those presented by the arbitrator and
6 not cancel hearings once scheduled, except in extraordinary circumstances, such as the
7 unavailability of witnesses or emergencies.

8
9 The arbitrator shall be without power or authority to alter, amend or modify any of the
10 terms of this Agreement or to make any decision which requires the commission of an act
11 prohibited by law or which is violative of the terms of this Agreement. The decision of the
12 arbitrator will be submitted in writing and shall set forth findings of fact and conclusions to
13 the Parties and will be binding on the Parties, unless rejected by a four-fifths (4/5) vote of
14 the seven (7) members of the Jefferson County Board of Education voting at a public
15 meeting to be held within fifteen (15) days. Prior to the Board voting the Association shall
16 have the right to have a representative appear and present the Association's position.
17 The costs for the services of the arbitrator, including per diem expenses if any, travel and
18 subsistence expenses and the cost of any hearing room will be borne equally by the
19 Parties. All other costs will be borne by the party incurring them.

20 21 Section E Grievances Filed at Level Above Immediate Supervisor

22
23 If grievances arise from action or inaction on the part of an administrator at a level above
24 the immediate supervisor the grievant may file such grievance in writing at Level II after
25 first attempting to resolve it informally. If the grievance is not resolved it shall be
26 processed through the applicable steps of Section D. The Association may process such
27 a grievance through all levels of the procedure.

28 29 Section F Grievance Meetings and Hearings

30
31 All meetings and hearings provided for by this Grievance Procedure shall be held in
32 private and shall include only such parties in interest, their representative(s), and
33 witnesses as necessary.

34 35 Section G Grievance Records

36
37 All official records of processing a grievance shall be filed separately from the personnel
38 file of the grievant.

39 40 Section H Grievance Forms

41
42 Grievance forms and other necessary documents will be prepared jointly by the
43 Superintendent/designee and the Association. The Association shall have the

responsibility for appropriate distribution of the forms for filing grievances. The costs of grievance forms will be borne by the Employer.

Section I Miscellaneous

1. The Employer and the Association shall make available upon written specific request to the other such information as is necessary to effectively process grievances.
2. Neither the Employer nor the Association shall assert or submit any ground or evidence before a grievance arbitrator which has not been previously disclosed to the other party.
3. The Association and the aggrieved should exhaust this Grievance Procedure including arbitration before seeking alternative remedies, provided that by doing so they will not be deemed to have waived or otherwise prejudiced any constitutional, statutory, or other legal rights that they may have. If another action or proceeding overlaps with a pending Grievance Procedure, matters will be addressed in compliance with Article 9, Section D.
4. If in the judgment of the Association a grievance affects a group or class of employees, the Association may initiate and submit such a grievance in writing. When such a grievance arises outside of a building the Association will attempt to resolve it informally before processing it through the applicable steps of Section D, starting at Level II. The Association may process such a grievance through all levels of the procedure.
5. When it is necessary for the aggrieved party, a Grievance Representative and/or other representative designated by the Association to participate in a mutually scheduled grievance meeting or hearing during the school day, the party will, upon notice to the principal or appropriate administrator by the Association be released without loss of pay as necessary in order to permit participation in the meeting. Any employee whose appearance is necessary in such meetings or hearings as a witness will be accorded the same right.
6. Decisions rendered at Levels I C and II of the Grievance Procedure will be in writing, setting forth the decision and the reason therefore and will be transmitted promptly to all parties-in-interest and to the Association. Decisions rendered at Level III will be in accordance with the procedure set forth in Section D, Level III.
7. The parties agree that Evaluation Form E-2 when "disciplinary: _____ yes" box is not checked, the E-2 will not be placed in the teacher's personnel file and shall not be grievable, except to the extent that it is incorporated or referenced in

1 subsequent disciplinary action or summative evaluation that is grievable under the
2 just cause provisions of Article 9.
3
4

5 ARTICLE 30 – CERTIFIED EARLY CHILDHOOD TEACHERS/EARLY CHILDHOOD
6 INSTRUCTIONAL COACHES
7

8 Section A The provisions included in this article will take precedence over any other
9 provisions found in the Agreement addressing the same or similar issues.
10

11 Section B
12

- 13 1. The normal duty hours of certified early childhood teachers and early childhood
14 instructional coaches shall not exceed seven and one-half (7.5) hours in length
15 including a 20-minute duty-free lunch period. Those employees subject to a seven
16 and one half hour (7.5) work day will be compensated at their hourly rate of pay
17 for any additional time worked in excess of the seven and one half hours (7.5) The
18 hourly rate of pay for an employee subject to a seven and one half hour (7.5) work
19 day shall equal their daily rate divided by seven (7).
20
- 21 2. Certified early childhood teachers shall normally be provided two hundred fifty
22 (250) minutes of duty free preparation time per week for the school year.
23
- 24 3. Class size maximum shall comply with state law and regulations.
25
- 26 4. In addition to a certified early childhood teacher, each classroom will be staffed
27 with at least one (1) instructional assistant. Substitutes for instructional assistants
28 will be provided when available to ensure appropriate staffing within the classroom.
29
- 30 5. If a certified early childhood teacher or early childhood instructional coach is
31 required to work beyond the normal duty hours, compensation will be determined
32 according to Article 27, Compensation Schedules.
33
- 34 6. Certified early childhood teachers will be observed and evaluated by the immediate
35 supervisor or building administrator.
36
- 37 7. All early childhood teachers and early childhood instructional coaches will be
38 provided access to a computer, internet, and other appropriate technology when
39 and where available.
40
- 41 8. Certified early childhood teachers and early childhood instructional coaches will be
42 provided the opportunity to participate in professional
43 development. Reimbursement for expenses will be subject to the Board approved
44 Jefferson County Public Schools Travel Guidelines.

- 1 9. Early childhood instructional coaches, that hold the appropriate certification,
2 requesting assignment to a certified early childhood teaching position will have
3 transfer rights as defined in Article 16, Transfer.
4
- 5 10. Vacant certified early childhood teaching vacancies will be staffed using an
6 interview process that will include a team of two (2) teachers from early childhood,
7 appointed by the Association President, and one (1) administrator, as well as
8 parents (where applicable). Preferential consideration will be given to classified
9 and certified early childhood employees that obtain the appropriate teaching
10 certification.
11
- 12 11. Certified early childhood teachers will perform home visits. Home visits will be
13 incorporated into the regular work day. On request, for home visits where there
14 are safety/security concerns, the Employer will, when possible, assign a second
15 individual to accompany the certified early childhood teacher.
16
- 17 12. Attendance at faculty meetings, as defined in Article 11, Teaching Load and Duty
18 Hours, will be mandatory, unless student supervision requirements prohibit.
19
- 20 13. Only certified early childhood teachers assigned to classrooms that have students
21 assigned on the first K-12 student attendance day will be eligible for the one (1)
22 day of extended employment available to the K-12 teachers during the first five (5)
23 week days preceding the opening day of the school calendar, as described in
24 Article 22, School Calendar. Certified early childhood teachers assigned to
25 classrooms that do not have students assigned on the first K-12 student
26 attendance day will be allowed one half of one of their first five (5) days of work to
27 prepare their rooms.
28
- 29 14. Only Tuition based certified early childhood teachers, having five (5) student days
30 per week, will be eligible for the two (2) extended employment days allocated for
31 parent/teacher conferences, as described in Article 22, School Calendar.
32
- 33 15. Tuition based early childhood programs will be provided a "box" for each classroom
34 where parents can deposit the required tuition. The school will be responsible for
35 taking the money from the box, accounting for the contents and forwarding the
36 tuition to the appropriate central office location. The teacher will not be required to
37 "follow-up" with parents concerning tuition payments.
38
- 39 16. Changing pads, gloves and wipes will be provided in the classrooms for the
40 purposes of changing students. An appropriate area will be provided where
41 students can be attended to accordingly.
42
43
44

ARTICLE 31 – JOB SHARING

The following procedures for Job Sharing will be implemented for all job sharing agreements:

1. A job sharing proposal must be submitted in writing annually no later than May 1 of each year by those requesting assignments to do job sharing positions. Teachers returning from leave must complete all requirements no later than July 15.
2. Job sharing proposals must include plans for a meeting to explain the program to the parents of students involved before implementation of the proposal.
3. The principal must approve job sharing proposals.
4. Job sharing assignments shall be filled only by full-time teachers who are under active continuing contract with the school district who have jointly agreed to work together and who have signed a contract designed for that purpose.
5. Each teacher in a job-sharing assignment must elect to teach one-half of the allotted time for a full-time position (plus an overlap period in the middle of the school day) where applicable.
6. Both teachers in a job sharing position must record grades and make appropriate reports and records using the mutually agreed upon and state-adopted electronic grade and attendance system provided by the employer.
7. Employees participating in the program must adhere to all rules and regulations which govern the conditions of employment of full-time school employees and will perform all duties required of any teacher, under a full contract, i.e., conferences, extra duty assignments, staff meeting, Professional Learning, etc.
8. Since the time worked is less than a four (4) hour day, teachers who elect to be assigned to job sharing positions do not receive benefits reserved for full-time employees except as stipulated in the JCBE-JCTA Agreement provisions relative to part-time employees.
9. Compensation will be computed as one-half of the annual salary that the individual teacher would have made as a full-time teacher based on the individual teacher's rank and step on the teachers' salary schedule.
10. Step increases based on experience will be credited in accordance with state statute governing part-time employment, KRS 157.320(10).

- 1 11. Job sharing teachers will be credited with one-half (.5) sick leave days per month
2 and will be deducted on the basis of .5 days for each absence.
3
- 4 12. Certification renewal is the responsibility of the teacher and information from the
5 state certification agency will be provided to each teacher participating in the
6 program.
7
- 8 13. Any teacher participating in the shared-time program who desires to return to full
9 time employment must submit such a request in writing to Personnel Services.
10
- 11 14. When returning to full-time employment, a part-time/shared-time teacher will be
12 placed on the transfer list in order of his/her seniority date and a school assignment
13 will be made in accordance with the transfer provisions of the Agreement.
14
- 15 15. For purposes of these procedures, participation in the job sharing program shall
16 not be considered a break in service when determining the seniority date of the job
17 sharing program participant.
18
- 19 16. The seniority date of the most senior teacher in a job sharing position will be
20 considered the seniority date of the team. A principal will use this date, applicable
21 only if a job sharing position is renewed, when making overstaff decisions.
22
- 23 17. When a job sharing position is dissolved or not renewed, the teacher who initially
24 occupied the position has the first right to that full-time position. If neither teacher
25 held the initial position, the most senior member of the job sharing team has first
26 rights to the position.
27
- 28 18. Job sharing teachers are subject to suspension of contract during staff reductions
29 and have recall rights to positions for which they are or become qualified.
30
- 31 19. The job performance of each participant will be evaluated annually by the principal.
32
- 33 20. The participants, the principal and appropriate instructional staff, will evaluate the
34 effectiveness of the program annually in writing.
35

36 ARTICLE 32 – SPEECH AND LANGUAGE PATHOLOGISTS 37

38
39 A joint Committee consisting of five (5) Speech and Language Pathologists appointed by
40 the Association, two (2) Speech and Language Pathologists appointed by the Employer,
41 and three (3) administrators appointed by the Superintendent will determine the school
42 pairings for Speech and Language Pathologists. The Committee will meet in March to
43 determine the pairings for the coming school year based on the needs of the individual
44 schools and the caseloads of Speech and Language Pathologists.

1 Speech and Language Pathologists will be provided with travel time between schools not
2 including their lunch.

3
4 Section A Transfer Process

- 5
6 1. By April 25th of each school year, bargaining unit members shall elect by secret
7 ballot three (3) representatives as well as three (3) alternates to serve with the
8 Communication Disorders Program Specialist on the SLP Transfer Selection
9 Committee. The election of this committee shall be conducted by the JCTA SLP
10 Caucus.
11
12 2. The SLP Transfer Selection Committee will receive up to eight (8) most senior
13 SLPs requesting a transfer and agreeing to interview with the SLP Transfer
14 Selection Committee. The committee shall interview all SLPs interested and
15 meeting the above requirements and based on those interviews shall select, by
16 majority vote, the SLP to be transferred to the district pairing.
17
18 3. Known pairing openings with pending transfers will be reflected as "pending
19 transfers" at the April choose up meeting.
20
21 4. Prior to and during transfer window opening, Communication Disorders Program
22 Specialist will provide to speech language pathologists (SLPs) all known open
23 pairings with particulars.
24
25 5. August 1 through end of each school year, new hires will be placed into any open
26 pairings by the Communication Disorder district office, however the new hires will
27 not be granted rights to the pairing in which they are placed.
28
29 6. SLPs will have their own transfer window opening the Wednesday after the annual
30 pairings committee and closing in conjunction with the district transfer window of
31 April 18th.
32
33 7. SLPs desiring to transfer to another pairing shall email the request on the provided
34 form to the Communication Disorders district office with a maximum of five (5)
35 desired pairings. Communication Disorders district office will provide Personnel
36 Services and JCTA with the compiled list.
37
38 8. Up to eight (8) SLPs (based on seniority) will have an opportunity to interview for
39 the open pairing with the SLP Transfer Selection Committee.
40
41 9. Pairings with transfers will be reflected as "pending transfer" at annual choose up
42 meeting.
43

1 10. Transfers and choose ups are two (2) separate, independent options for SLPs to
2 have opportunities for movement within the district.

3
4 11. Each year from April 19th through choose ups (1st or 2nd Thursday after close of
5 transfer window) will be considered a "dead period" for transfers.

6
7 Section B Committee Representation

8
9 JCTA will appoint two (2) members from every role group (including but not limited to
10 Speech and OT/PT) who will implement and utilize any newly adopted logging/graphing
11 systems to the District Committee responsible for reviewing the requirements and bids of
12 said systems and making the ultimate recommendation to the JCBE for acceptance of a
13 system.

14
15
16 ARTICLE 33 – ENHANCED SUPPORT SCHOOLS

17
18 The parties agree that schools identified as Level 2 or 3 shall require enhanced
19 support. The following shall be enacted for schools currently identified as Level 2 or 3
20 and will remain in effect until the school is no longer identified as either Level 2 or 3. The
21 provisions of this Article apply solely to Level 2 and 3 schools.

22
23 Section A

24
25 To better address staffing needs and promote student success at enhanced support
26 schools, the normal Employee transfer process (Article 16) will be modified as follows for
27 Level 2 and 3 schools: Any school identified as a Level 2 or 3 school will be exempt from
28 any requirements in the Agreement that mandate placement of voluntary transfer or
29 overstaffed employees until such time as the school is no longer identified as Level 2 or
30 3. Level 2 and 3 schools shall participate in the transfer process but will not be required
31 to select any staff from the transfer list. Level 2 and 3 schools shall receive the entire
32 transfer list one week earlier than other schools. Level 2 and 3 school principals may
33 recruit and recommend employees for a transfer that are on the transfer list but did not
34 request a transfer to their school. Such employees who are recruited are not obligated
35 to accept interviews at or a transfer to the Level 2 or 3 school.

36
37 The Parties agree that pursuant to state law, the provisions of this collective bargaining
38 agreement shall not supersede the statutory requirements for Comprehensive
39 Improvement Schools.

40
41 Section B

42
43 Employees who teach at Level 2 and 3 schools will receive the following stipends, in
44 addition to their normal salary and benefits, on the days noted, provided they have been

employed at a Level 2 or 3 school since the date of payment of the preceding stipend (or for the first stipend, since the first student day of school). For example, a teacher who begins teaching at a Level 2 or 3 school September 1 will receive the December 1 stipend, but a teacher beginning September 2 (or thereafter up to November 30) would not receive a stipend until March 1.

September 1- \$400

December 1- \$400

March 1- \$400

June 30- \$400

The above stipends will be paid on the first regular payroll cycle after the dates listed above.

For teachers who have served five (5) consecutive years at a Level 2 or 3 school, each of the above stipend payments will be increased by \$100. For each additional five (5) consecutive years of service at a Level 2 or 3 school, the above stipend payments will be increased by \$100.

Teachers who travel to multiple schools must spend half or more of their work time at Level 2 or 3 schools to be eligible for the full amount of the above stipends. No partial stipend will be paid to those who spend less than half of their work time at a Level 2 or 3.

For purposes of this section, five (5) consecutive years at a Level 2 or 3 school shall mean years completed beginning with the 2018-19 school year and those completed thereafter. Service prior to 2018-19 shall not be credited to the five (5) year period.

In addition to the above benefits, any teacher at a school other than a Level 2 or 3 school with eight (8) years or more of teaching experience within the District will receive a \$1000 stipend upon completion of a voluntary transfer to a Level 2 or 3 school. A teacher is eligible only once for this benefit from the Employer. The stipend will be paid on the first payroll following the teacher completing three (3) months of service at a Level 2 or 3 school. If the teacher fails to complete two (2) full years of service at a Level 2 or 3 school after receiving the stipend, the entirety of the stipend must be repaid to the District.

The Employer may, at its discretion, increase any of the monetary amounts listed in this Section at any time before the expiration of this Agreement. Any decrease of the monetary amounts in this Section would require mutual agreement of the Employer and the Association pursuant to Article 37, Section C.

Section C

Employees at a Level 2 or 3 school who obtain National Board Certification and teach at a Level 2 or 3 school for three (3) full school years thereafter will be reimbursed for fees

1 paid obtaining National Board Certification upon request and presentation of documents
2 evidencing the fees paid. Employees who have been at a Level 2 or 3 school for three
3 (3) years or more who obtain a recertification of an existing National Board Certification
4 will be reimbursed for their recertification fees upon request and presentation of
5 documents evidencing the fees paid.

6 7 Section D

8
9 In an effort to recruit, retain, and develop highly effective teachers in Level 2 and 3
10 schools, the Employer and the Association agree to work in collaboration to provide the
11 following comprehensive supports:

- 12
13 1. The Employer may offer certified teachers hourly pay in order to provide targeted
14 interventions for students either before or after school.
- 15
16 2. The Employer, in collaboration with teachers, may provide additional instructional
17 resources and materials in order to provide struggling students with needed
18 resources and materials for learning.
- 19
20 3. Starting in the 2019-2020 school year, Level 2 and 3 schools will extend the school
21 year for teachers by adding five (5) additional professional development days at
22 the beginning of the school year, paid at the hourly rate. Level 2 and Level 3
23 schools may adjust when these extra days are utilized by using the normal
24 contract deviation procedure prior to February 1.
- 25
26 4. The Association and the District agree to work together to develop a plan for the
27 2019-2020 school year to provide extended planning (professional learning time
28 during the instructional day) for Level 2 and 3 schools.
- 29
30 5. The Association and the District agree to explore reducing class sizes at Level 2
31 and 3 schools.
- 32
33 6. Employees at Level 2 and 3 schools may apply for designated funds for
34 professional development and professional team development, to address
35 identified professional and student needs.

36 37 Section E

38
39 The Association and the Employer agree that the entry of assignments with grades may
40 need to be more frequent at Level 2 and 3 schools.

1 Section F

2
3 The Association and the Employer agree that improvement of Level 2 and 3 schools is of
4 critical importance and that the Superintendent, in consultation with school principals,
5 may transfer a teacher from a Level 2 or 3 school to another school for good cause and
6 to address educational needs.
7

8
9 ARTICLE 34 – NEGOTIATION OF A SUCCESSOR AGREEMENT

10
11 The Parties agree that negotiation on a successor Agreement will begin no later than the
12 Monday following the last teacher day of the school year in which the Agreement expires.
13

14 The parties to this Agreement jointly agree to the following terms and conditions as a
15 process for settling any bargaining dispute between the respective governing bodies. The
16 parties also agree that this Agreement, and the provisions in this Article regarding
17 negotiation of a replacement Agreement when it expires, shall apply to any successor
18 should either party be replaced or reconstituted.
19

20 The parties agree to negotiate at a mutually determined site. The parties agree that
21 bargaining will take place from 9:00 a.m. until 4:00 p.m. daily, but that any session may
22 be terminated at any time by either party.
23

24 Should the negotiations between the parties fail to produce an agreement, the parties
25 mutually agree to enter into mediation. The parties mutually agree to begin mediation no
26 later than the third week after bargaining begins. The parties further agree to use a
27 mutually agreed upon mediator. The mediation sessions shall take place at the mutually
28 agreed to site. The length of the mediation sessions shall be determined by the parties.
29 All communications at the mediation session will remain confidential. The mediator will
30 serve solely as a facilitator to help the Parties reach an agreement. The mediator shall
31 not serve as the fact finder or arbitrator discussed below.
32

33 Should mediation fail to produce an agreement between the parties a fact finding hearing
34 will be conducted. The fact finder shall be mutually agreed upon and the hearing shall be
35 held no later than the fourth week after bargaining begins. The fact finder shall make a
36 recommendation(s) on all unresolved bargaining issues, issue by issue, no later than
37 seven (7) calendar days after the hearing. The parties shall have two (2) calendar weeks
38 to accept or reject the fact finder recommendation(s).
39

40 Should mediation and fact finding fail to produce an agreement between the parties, the
41 outstanding issues that are still unresolved, as identified in the advisory fact finding
42 opinion, shall be submitted to issue by issue last best offer binding arbitration. Both
43 parties shall submit their issue by issue last best offer to each other and to the arbitrator
44 in a sealed envelope at the beginning of the arbitration hearing. The arbitration hearing

1 shall be conducted no later than one (1) week after rejection of the fact finders
2 recommendation at a mutually agreed to site. The arbitrator shall be without power or
3 authority to alter, amend, or modify the final issue by issue offers of the respective parties.
4 The arbitrator shall render a binding decision on each issue submitted. No decision will
5 be binding on either party, issue by issue, that is not the "last best offer" of one of the
6 parties as submitted to the arbitrator prior to the arbitration hearing. The parties will
7 mutually agree on an arbitrator or use the FMCS process for arbitration selection.

8
9 The decision of the arbitrator shall be submitted in writing to the parties within five (5)
10 days of the hearing and will be final and binding on the parties unless rejected by a four-
11 fifths (4/5) vote of the seven (7) members of the Jefferson County Board of Education or
12 the membership of the Jefferson County Teachers Association within fifteen (15) calendar
13 days of the issuing of the arbitrator's award. The parties' bargaining teams agree to
14 recommend the arbitrator's decision to the respective constituencies.

15
16 Timelines contained herein may be amended by mutual agreement of the parties.

17
18 The cost of the process shall be borne equally by the parties.

19
20 This Agreement is in full force and effect for the next negotiations between parties. Any
21 and all future negotiation impasses shall be controlled by the terms of the existing
22 Agreement between the parties. In the event a successor agreement is not agreed to
23 prior to expiration of this Agreement, this Agreement shall continue in full force and effect
24 until (1) the Association and the Employer ratify a new agreement or (2) mutually agree
25 to terminate this Agreement or (3) the procedures for resolving an impasse set forth in
26 this Article have been completed without a successor agreement being adopted, at which
27 time this Agreement will terminate unless extended by mutual agreement of the Employer
28 and Association.

30 ARTICLE 35 – PRINTING THE AGREEMENT

31
32
33 The Agreement shall be published on the Employer's website.

34
35 The Employer shall print and furnish 2500 copies of the Agreement to the Association.

36
37 Upon request by the Association, the Employer will provide additional copies of the
38 Agreement. All costs associated with printing of additional copies will be reimbursed by
39 the Association.
40
41
42
43
44

1 ARTICLE 36 – SAVINGS CLAUSE

2
3 Should any Article, Section or Clause of this Agreement be declared illegal or contrary to
4 federal or state regulations by a court of competent jurisdiction, it shall be automatically
5 deleted from the Agreement to the extent that it violates the law or regulation. The
6 remaining Articles, Sections and Clauses shall remain in full force and effect for the
7 duration of the Agreement, if not affected by the deleted Article, Section or Clause.
8

9
10 ARTICLE 37 – DURATION

11
12 Section A This Agreement shall remain in full force and effect from July 1, 2018
13 through June 30, 2023 with the exception of Article 27, Compensation Schedules, which
14 will be reopened for negotiations for the 2020-21 school year and each subsequent year
15 unless bargained otherwise.
16

17 Section B The Employer agrees to take such action as is necessary to give full force
18 and effect to the provisions of this Agreement. The Employer shall make no change in
19 past policy, rule or practice affecting employees' wages, hours or working conditions
20 without mutual agreement between the Employer and the Association. This Agreement
21 shall supersede any rules, regulations or practice of the Employer that shall be contrary
22 to or inconsistent with its terms.
23

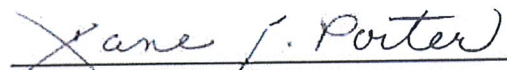
24 Section C Either party desiring changes, additions or deletions in the Agreement shall
25 notify the other party in writing and request a conference which must be held within thirty
26 (30) days. Changes, deletions, or additions will be negotiated only upon mutual consent
27 of both parties.
28

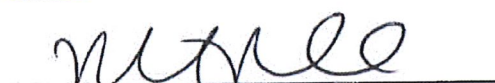
29 Any changes to this Agreement will be incorporated into the language of this Agreement
30 at the time of the change and published electronically.
31


32 Section D This Agreement is made and entered into on this August 7, 2018 by and
33 between the Jefferson County Board of Education and the Jefferson County Teachers
34 Association.
35
36
37
38
39
40
41
42
43
44

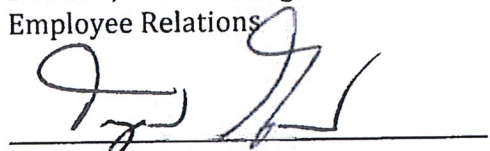
Section D. This Agreement is made and entered into on this August 7, 2018 by and between the Jefferson County Board of Education and the Jefferson County Teachers Association.

Board of Education of Jefferson County, Kentucky

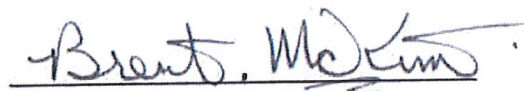

Diane L. Porter
Chairperson

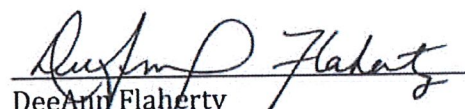

Martin A. Pollio, Ph.D.
Superintendent


O'Dell Henderson
Director, Labor Management &
Employee Relations


C. Tyson Gorman
Outside Counsel for JCBE, Chief Negotiator

Jefferson County Teachers Association


Brent McKim, President
Chief Negotiator


DeeAnn Flaherty
Executive Director
Negotiator

JEFFERSON COUNTY BOARD OF EDUCATION
NEGOTIATION TEAM

Tyson Gorman, Chief Negotiator
JCBE Outside Counsel

Cordelia Hardin
Chief Financial Officer

O'Dell Henderson
Director, Labor Relations

Joe Leffert
Assistant Superintendent

JEFFERSON COUNTY TEACHERS ASSOCIATION
NEGOTIATION TEAM

Brent McKim, Chief Negotiator
President

DeeAnn Flaherty
Executive Director

Tammy Berlin
Vice-President

James Hughley
Deputy Executive Director

INDEX

NOTE: A hyphen (-) separates the page and line numbers; a comma (,) separates line numbers

- ARC 6-39; 7-21; 15-34; 30-9; 35-46; 53-7,15,16
- Academic Freedom 15-9; 16-17,19,27; 50-9;
- Advisory Committee 19-23
- Affirmative Action 45-13
- Agenda
 - Faculty Mtg 29-37,39
 - JCBE 11-2
 - PLC 28-32
- Arbitration
 - Grievances 22-26; 26-2,4,5; 69-15,21,37,38; 70-1; 71-15
 - Meetings 69-40,41
 - Negotiations 80-42,44; 81-6,7
- Assault 48-1,3,7
 - Assistance 48-11,13,16
 - Lost Work Time/Wages 48-19,20,21,22,24,25,26,28,29,30,32,33,34
 - Return to work exam 48-36,37
 - Relocation 49-1,2
 - Workers Comp 48-27,28
- Assignment 38-38
 - Application of Criteria 38-42,43; 39-1,2,4,5,7,8,9,10,11
 - Criteria 38-43; 39-1,2
 - Notice of Assignment 39-13,14,15,16
 - Outside of Certification 39-18,19,20, 22,23,24
- Association
 - Building Representatives 10-39,40,41,42,43,44
 - Business During School Hours 10-30,31,32,33
 - Leave 60-22
 - General 60-24,25,26,28,31,32
 - Meetings 60-26,27
 - President 59-32,42,43
 - Professional 57-42; 58-1,2
 - Vice President 59-32; 60-12,13,40,41
 - Membership 6-9; 11-24,25,27,28,29,34,35
 - Representation
 - Committees 12-33,34,35,36,37; 17-44,45; 19-23; 23-11; 28-36; 42-1,2,3,4,5; 44-19,20,21; 48-8,9; 50-35,36; 54-28,29,30,31; 58-16,17,18; 75-39,40,41,42; 77-7,9,10,11
 - Employees 12-25,26; 25-23,24,37,38; 28-15,16
 - Representative 9-16,17,30

- Rights 9-31,32,35,36,38; 10-9,17,18,19,21,22; 17-6,7,8,9; 40-16,17; 41-31; 46-1,2,3
- Board Authority 8-39
- Bulletin Boards 9-36; 37-10
- Calendar 50-33
 - Committee 50-35,36
 - Delayed Start to Day 52-12,13
 - Gold Days 51-8,17,24
 - Holidays 51-6,15,
 - Flexible Inservice 47-32,33,34,35; 51-7,16
 - Opening/Closing Days 51-9,10,18,19,21,22
- Certification 7-10; 27-8; 46-13,14; 62-12
- Changes to Agreement 81-1817,18,19,20,21,22,24,25,26,27,29,30
- Class Size
 - Choral and Instrumental Music Class Size 33-8,9,17,31
 - Elementary 33-2,4,5,6,8,9
 - Exceeding Class Size 32-42,43,44; 36-24,25
 - General 32-18,19
 - High School 33-22,24,25,26,27,28,29,30,31,33,34
 - Middle School 33-11,13,14,15,17,19,20
 - Physical Education 33-8,15,30
- Communications
 - Courier Service 9-31; 10-15
 - Email/PONY 9-37,38; 10-9,10,11,12,17,18
 - Employee Distribution Boxes 9-32,33
 - Political Materials 9-42,43,44; 10-1,2,3
 - Posting Notices 9-35,36
- Compensation
 - General 61-40,42; 62-1,6,8
 - Over/Underpayments 65-2,3,4,5
 - Retirement Sick Leave Benefit 63-1
 - Schedules
 - Regular Compensation Art. 27, Table A
 - Extra Service Schedule Art. 27, Table B-1,2,3
 - Extra Service Rates Art. 27, Table C
- Complaints
 - By Teacher 26-6,9; 67-26
 - Against Teacher 25-27,30,31,32,35; 27-25,34
- Conferences, Parent 17-31; 30-7,10; 51-37; 53-12; 73-31
- Constitution, Federal Laws, Regulations 8-44; 9-1,2,3; 13-20,21,22; 14-8,9; 16-11,12,22,23,24,25; 45-12,13,14,40,41; 53-2,3,4,5,29,30; 77-37,38,39; 82-5
- Contracts
 - Continuing 46-9,21,40; 58-29; 62-29; 63-1
 - Limited 22-8,9,12; 46-10,22; 62-29; 63-1

- Suspension of 7-7; 46-5,9,10,11,15; 75-28,29
- Termination of 24-20,21; 63-11,12
- Curriculum
 - Guides 17-1; 37-14; 51-27,42
 - Writing 63-17
- Department Heads 38-40,41; 52-16,19; 64-1,2
- Discrimination 13-3,9,17;16-4; 25-10
- Disruptive Students 18-9,12,13; 48-5,7
- Dues Deductions 11-10,13,14,15,16,17,20,27,29; 12-6,9
- Duration of Agreement 82-7,10
- Early Childhood
 - Duty Free Lunch/Prep Time 72-15,21,22
 - Duty Hours 72-13
 - Faculty Meetings 73-17
 - General 72-5
 - Home Visits 73-12,13
 - Professional Development 72-41,42,43
 - Setup Day 73-20,21,22,23,24,25,26,27
 - Special Area 39-33,34
 - Staffing 72-26,27,28; 73-5,6
 - Tuition Based 73-29,33
- Educational Program Needs 39-1,2; 41-22,23; 42-39,40; 44-9,10
- Enhanced Support Schools
 - General 77-16
 - Extended School Year 79-20,21,22
 - Stipends 77-43,44; 78-1,2,3,4,5,7,8,9,10,12,15,16,17,18,20,21,22,24,25,26,29,30,31,32,33,34
 - Transfers 77-27,28,29,30,31,32,33,34,35
 - Years Completed 78-24,25,26
- Employees
 - Capabilities 39-1,10
 - Discipline 22-22,23,24; 24-32,34,35,36; 25-1,12,21; 26-12,13,14,15; 27-34,35,36,37; 50-9,10,11,12
 - Duty-Free Lunch 29-17,24; 30-35; 72-15
 - Duty Hours
 - Conduct 26-11,12,13,23,27,33,34
 - Extra Assignments 29-1,2,3; 30-35,36,37,38,39
 - Length 29-15,16,17,18,22,23,24
 - Faculty Meetings 28-36,37,38,39,40; 29-1,2,3,4,5,7,8,9,10,11,36,37,38,39,40; 30-5; 31-18,21
 - As Professional Development 29-40,41; 32-1,2
 - Exceeding 1 hour 29-41,42,43; 30-1,2,8,9,10,11
 - Leaving Premises During Duty Hours 29-26,27
 - Lounges 37-44

- Materials/Facilities/Supplies 36-39
- Non-Instructional Duties 30-41
- Parking Facilities 38-2
- Preference 39-1,10; 40-28; 41-18,24; 42-41; 44-11
- Private Life 13-32
- Restrooms 37-26
- Seniority 6-34,36; 12-13; 39-2,11; 41-3,23,32; 42-13,40; 43-29,42; 44-10; 46-19,43,44; 49-16,36,41; 58-31,32
- Teaching Periods 28-23
- Teaching Preps 30-17,18
- Evaluation 18-16
 - Conferences, General 19-9,34,35; 20-1,30
 - Dates 19-15,16; 21-39,40; 22-1,2,3,37
 - Intensive Support 19-28,29,31,32,43; 20-33,36,37,38; 41-40,41
 - LEAP 20-38; 24-4,6,7,8,15,16,19,23,24,26,28,29
 - Non-Renewal
 - General 21-15,17; 22-8,9,11,12,13,14,15,28
 - 4th year 22-32,33,34
 - Significant Deficiency 21-3,4,5,6,7,8,9,10
- Exceptional Child Education
 - ARC Meetings 53-7,8,12,13,14,15,16
 - Class Sizes 33-36,38,39,41
 - General 52-29,31
 - IEP 53-9,10,19,20
 - Resource Teachers 15-33; 29-22,23,24; 31-9; 34-1,2,4,5,6
 - Schools, Teaching Load 28-21,22
 - Testing 53-22,23,24
- Extended School Services 49-6,8; 50-3,4,5,6,16,17,19,20,22,23,24,25
- Grade Group Chair 52-19,20,21; 64-11
- Grievance Procedure
 - Class Action Grievance 71-21
 - Forms 70-40,42; 71-1,2
 - General 26-5,6,7,8,9; 67-22,26; 68-3
 - Hearings 69-8,34,35,43,44
 - Records 70-35,37,38
- Hold Harmless
 - Association 10-14,25; 11-38; 12-21; 54-35
 - Employer 55-5,6; 65-7,8
- Inservice/Professional Development 16-11,13; 17-7; 29-40,41; 32-1,2; 47-8,20,22,26,27,28,32,33; 51-31; 52-2
- Insurance Benefits 15-17,21; 46-30,31; 48-39,40,41,42; 62-29
- Job Sharing
 - Benefits/Compensation 74-34,38,42
 - General 74-1,3; 75-15,16,17

- Leave Time 75-1,2
- Seniority 75-19,20,21,23,24,25,26
- Timelines 74-6,7,9
- Just Cause 24-36; 72-2
- Layoff/Recall 45-40,43; 46-19,24
- Leaves
 - Adoption Leave 57-21,23,24,25,38,39,40
 - Affidavits 53-2; 61-25,27,28
 - Benefits following Leave 60-43
 - Child Rearing Leave 57-21,23,24,25,38,39,40
 - Consecutive Leaves 61-8,10,11,12,13,14,15
 - Court Appearance Leave 61-17,19,20,21,22,23
 - Education Leave 58-20,22,23
 - Emergency Leave 56-8,10,11
 - General 53-39,41,42
 - Jury Duty 59-10,17,18
 - Medical Leave 54-39; 55-1,2,3
 - Employee Assignment 55-18,19
 - Release to Return 55-29,30,31,32
 - Military Leave 58-34,36,37,38,39,40,41,42
 - Personal Leave 56-29,31,32,35,36,38,39,40,41
 - Political Activity 59-2,4,5,6
 - Sick Leave 53-44; 55-2,3,4,8,10
 - Gainful Employment 55-14,15
 - Sick Leave Bank 55-25,26
- Lesson Plan Books 16-40,41,42; 17-1,2; 36-44; 37-21
- Librarians 52-26
 - Librarians Per School/Calendar Days 52-28,29,30,31,32
 - Library Schedule 52-34,35,36
 - Planning Time 52-36,37,38
- Management Rights/Responsibilities 9-5,6,8,10,11
- Meetings, Recording 14-1,2
- National Board Certification
 - General 67-11,12,13,14,15
 - Enhanced Support Schools 78-43,44; 79-1,2,3,4,5
- Open House 30-4,5,6,8,9,10
- Paperwork, Reduction 31-22
- Part-time Teachers 6-41; 15-17,18; 57-9,10,11,13,14,19; 63-19,20
- Past Practice/Policy 82-18,19,20
- Personnel Files 27-1
 - Confidential Contents 27-22,42,43,44; 28-1,2,4
 - Review of File 28-6,8,9
- Planning Time
 - After School and Compensation 30-13,14,15; 31-14,15,16

- Elementary 30-26,27,28
- Intervention/Remediation 28-29
- Middle and High School 28-23,24,25
- PLC's 28-31,36,37,38,39,40
- Printing of Agreement 81-31,35
- Promotions 45-10
- Recognition 9-14,16,17
- Safety 38-23,25,26,27,28,30,31,33,34,35
- Social Workers
 - Duty Hours 29-22,23,24
 - Compensation 29-29,30,31,32,33
- Special instructional Assistants
 - Duty Hours 29-22,23,24
 - Compensation 29-29,30,31,32,33
- Special Area 7-23
 - Evaluation 19-20
 - Grades 17-12,13,14,15
 - Home School Rights
 - Hearing Impaired 32-4,5,6
 - Vision Impaired 32-10,11,12
 - Pairings 44-4,5
 - Committee 44-19,20,21,22,23
 - Schools 44-23,24,25
 - Planning 30-31,32,33
 - PLC's 28-41,42
 - Program Preparation 31-29,30,31,33,34,35,36
 - Reporting Absences 31-38,39,40
 - Schedule Collaboration 31-24,25,26,27
 - Set-up Time Between Classes 39-36,37
- Speech and Language Pathologists 74-37
 - Class Size 34-30
 - Committee Representation 77-7,9,10,11,12,13
 - Pairings 75-39,40,41,42,43
 - Transfers 76-4
 - Travel Time 76-1,2
- Student Teachers 66-3,4,5
- Substitute Teachers 31-5,6; 46-34,35; 61-30
- Summer School
 - Assignment 49-21,22
 - Leave 50-2,3
 - Staffing 49-42,43
- Transfers 40-12
 - Building Rights 40-18,19,20
 - Frame of Reference 40-29,30,31

Intensive Support 41-40,41
Overstaffed Teachers 43-20,22,24,25,27,28,29
 Exemptions 43-29,30,31
 Return to Vacancies 43-33,34,35
 Setup Day 43-37,38,39
Mid-Year Openings 43-13,14
No New Hires 43-1,2,3,4,5,6
Process Suspended 43-8,9,10,11
Requesting a Transfer 40-22,23
Superintendent 44-41,42,43
Teacher Transfer Selection Committee 41-43; 42-1,2,3,4,5
 Declining an Interview or Transfer 42-26,27,28
 Interviews 42-9,10,11,12,13,14,15,16
 Surplus Prevention 42-30,31,32,33
Vacancies 40-16,17

MOA #1

Joint Statement of Commitment for the Collaborative Development of a Jefferson County Educator Growth System

With this Statement of Commitment, the Jefferson County Board of Education, the administration of Jefferson County Public Schools and the leadership of the Jefferson County Teachers' Association agree on the following:

In order to improve student learning, growth and development, we will design, field test, pilot, and recommend for approval a comprehensive and congruent Educator Growth System (EGS) that will support continuous professional growth and development, throughout an educator's career in JCPS, including induction, goal setting, evaluation and peer learning.

1. To improve the quality of hiring we will screen candidates using the Charlotte Danielson domains for high quality teaching.
2. To improve teacher efficacy and retention in the early years, we will improve the induction experience (including revamping KTIP so that it aligns with the Danielson domains of high quality teaching) and provide orientation to cultures, systems, processes, procedures, practices, routines and school-wide PLC norms.
3. To continue to improve teacher efficacy throughout an educator's career, we will recommend implementation of an Educator Growth System (EGS). The EGS will resolve teacher isolation, foster continuous professional growth, and ensure high quality instruction in every classroom. The EGS will recognize the complexity and importance of teaching in a high-performing school system, one in which there is an emphasis on continuous improvement and shared responsibility for student learning. Good teaching is nurtured and cultivated in a school and district culture that values continuous feedback, analysis, and refinement of the quality of teaching. The EGS integrates two important components: professional growth and a meaningful approach to teacher evaluation.
4. To ensure consistency and quality control, all aspects and components of the EGS will be aligned to a common language and set of expectations as established in the KDE Teacher Effectiveness Framework based on Charlotte Danielson. To further achieve consistency and quality control, we will explore systems of checks and balances, such as peer assistance and/or peer assistance and review.

The purpose of this agreement is to define the framework for the development and recommended implementation of this Educator Growth System. To this end, the parties agree to the following:

- A. The development and recommended implementation of the EGS will be done by a jointly appointed Core Design Committee, which shall be the Educator Quality Oversight Committee (EQOC).
- B. The EQOC is comprised of five representatives appointed by the JCTA president and five representatives appointed by the Superintendent.
- C. The EQOC will make decisions by organizational consensus within the group, not majority vote. Organizational consensus shall mean that JCPS and JCTA must agree that each organization, respectively, can accept/support a decision in order for the decision to be enacted.
- D. A full-time JCPS Project Manager will facilitate the collaborative work of the EQOC. The Project Manager shall be collaboratively selected from among the members of the EQOC and shall be mutually agreeable to both JCPS and JCTA.
- E. To facilitate collaborative decision-making and efficient use of time, the EQOC will be trained in interest-based decision-making processes.
- F. A facilitator for interest-based decision-making will be retained for at least six months to maintain these processes and culture.
- G. Mutually agreed upon entities, will, with agreement of both parties, provide coaching and facilitation to the EQOC.
- H. The EQOC will have the power to recommend changes in the collective bargaining agreement, in School Board Policy and District practices and procedures. The right to accept/reject these recommendations is reserved exclusively to each separate party. This agreement does not compromise the authority and roles of these parties.
- I. Recommendations to make certain changes may require state agency approval. The parties agree to jointly advocate for such changes that are mutually accepted.
- J. There will be joint communications for the purpose of educating teachers, administrators, school board members, and the community regarding the goals and progress of the EQOC's work on the EGS.

The charges to the EQOC will be to:

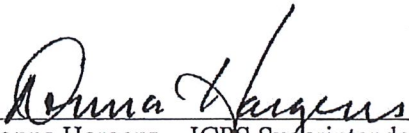
- 1. Develop a design, field test, pilot, and potential implementation timeline for the Educator Growth System, ensuring alignment to a common language and set of expectations as established in the KDE Teacher Effectiveness Framework based on Charlotte Danielson.

2. Oversee the development and/or the revision of component parts to support the whole in an Educator Growth System.
3. Develop recommendations, as needed, for changes in the collective bargaining agreement, in School Board Policy, and District practices and procedures. The right to accept/reject these recommendations is reserved exclusively to each separate party.
4. Communicate with all internal and external stakeholders regarding the goals and progress of the committee's work on the EGS.

It is further agreed that any party, for any reason, can terminate this collaborative endeavor at any time, by giving written notice to the other parties with two-weeks notice.

Note: This agreement does not in any way alter the collectively bargained JCTA-JCBE labor agreement.

The undersigned parties hereby commit to collaboratively develop an Educator Growth System, as outlined above:


Donna Hargens – JCPS Superintendent

1-28-13
Date


Brent McKim – JCTA President

1 Feb 2013
Date


DeeAnn Flaherty – JCTA Executive Director

2-4-13
Date


Diane Porter – JCBE Chair


28 January 13
Date

MOA #2

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

- 1). The recently adopted Goal Clarity Coach ("GCC") job description will be a 190-day work schedule.
- 2). All Gheens-based Resource Teachers who were assigned to a specific school during the 2012-13 school year will have the right to be appointed to the school-based GCC position at the same school to begin in the 2013-2014 school year. If such a Resource Teacher exercises this right, he/she will not have to compete with other Resource Teachers for the position. Resource Teachers desiring to exercise this right must advise the District on a form provided by the District of that election no later than March 18, 2013. Other than the right created by this Paragraph, Gheens-based Resource Teachers shall not have "building rights". Any Resource Teacher exercising this right will be eligible for an optional extended day for the duration of their time in the GCC position. Any GCC positions not filled under this Paragraph, any newly created GCC position, and any GCC vacancies that are filled in the future, will not be eligible for the optional extended day.
- 3). Any Gheens-based Resource Teacher who was assigned to a specific school during the 2012-2013 school year who does not exercise the right outlined in Paragraph 2 above will have the option of either remaining at their school in an instructional position or be overstaffed at the conclusion of that school year and placed on the transfer list for the 2013-2014 school year.
- 4). All GE Grant Staff Developers/Resource Teachers assigned to a specific school during the 2013-14 school year will have the right to be appointed to the school-based Goal Clarity Coach position at the same school to begin in the 2014-2015 school year. If such a Staff Developer exercises this right, he/she will not have to compete with other Staff Developers for the position. Staff Developers desiring to exercise this right must advise the District of that election no later than March 1, 2014.
- 5). Any GE Grant Staff Developers/Resource Teacher who was assigned to a specific school during the 2013-2014 school year who does not exercise the right outlined in Paragraph 4 above will bounce back to a teaching position in the school to which they are currently assigned.
- 6). After the placement of GCC's described herein is complete, all future GCC positions will be filled via standard postings, interviews and school-based hiring decisions.
- 7). This settlement is the complete resolution of all issues related to the subject of this memorandum of agreement, including the following class action grievances: 1) 195 Day RT Position Grievance filed on or about 1/30/13, grievance number T13-00030-01, and 2) Resource Teachers Silver Day filed on or about 1/16/13, grievance number T13-000-22-02.

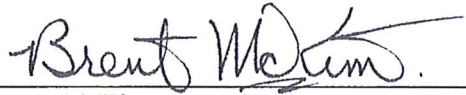
- 8). This specific resolution/settlement is recognized as being no precedent, shall not be construed in any way to be precedent or be used to substantiate any present or future claim by any party to rights by past practice.


Donna Hargens
Superintendent, Jefferson County Board of Education

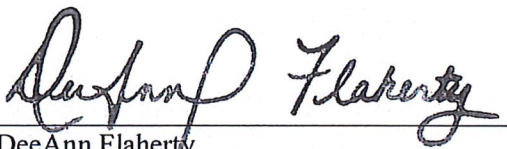
3/11/13
DATE


Diane Porter
Chair, Jefferson County Board of Education

20 march 13
DATE


Brent McKim
President, Jefferson County Teachers Association

3/20/13
DATE

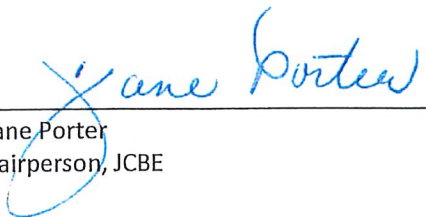

DeeAnn Flaherty
Executive Director, Jefferson County Teachers Association

3/20/13
DATE


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

The parties to this agreement are the Jefferson County Teachers Association (JCTA), and the Jefferson County Board of Education (JCBE). The JCBE and JCTA negotiation teams hereby tentatively agree, subject to JCBE approval and ratification by the JCTA membership, to the following:


1. Collective Bargaining Agreement (CBA) language changes in Articles 16, 21, 28, and 33. See attached articles with changes noted.
2. Mental Health Practitioners (MHP) are on a stand-alone salary schedule, equivalent to Job Family II Grade 6. Effective July 1, 2022, the MHP salary schedule will adjust to be equivalent to the Job Family II Grade 7 salary schedule.
3. Effective school year 2021-2022, "Robotics Sponsor" will be added to the High School and Middle School Extra Service Pay Schedule at the same rate as the Speech and Debate Sponsor.
4. Effective July 1, 2021, Building Assessment Coordinators are eligible for up to twelve (12) paid extended hours to be used on an hourly basis, as needed, to complete the work related to the position.
5. Consistent with the allowable use of district and federal funds and in consideration of the importance of the continuity of educational services during the pandemic and in consideration of additional duties and services that will be required during the 2021-2022 school year as a result of the pandemic, a one-time, reasonable and necessary schedule of fringe-benefit payments shall be made to employees as follows:
 - All active full and permanent part-time employees who have an active contract on July 1, 2021, and who are paid at least one contract day by August 20, 2021, will receive a one-time payment of \$2,500 on September 17, 2021.
 - All full and permanent part-time employees active as of November 12, 2021, will receive a one-time payment of \$1,250 on November 26, 2021.
 - All full and permanent part-time employees active as of May 6, 2022, will receive a one-time payment of \$1,250 on May 27, 2022.
6. All employees in FY23 (2022-2023) are guaranteed a 1.5% pay increase. This percentage will be revisited during FY22 (2021-2022) to possibly raise.



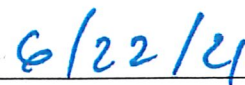
Diane Porter
Chairperson, JCBE



Date




Dr. Martin Pollio
Superintendent, JCBE



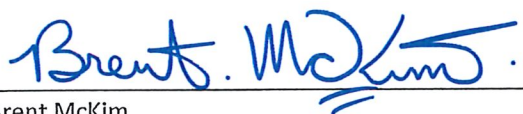
Date



O'Dell Henderson
Director, Labor Management and Employee Relations,
JCBE



Date



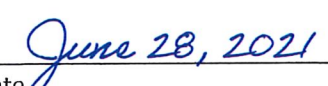
Brent McKim
President, JCTA



Date



DeeAnn Flaherty
Executive Director, JCTA



Date

ARTICLE 16 – TRANSFERS

Section A General Procedures

1. Beginning March 1 the Employer will begin posting internally known vacancies for the coming school year using the current job advertisement system. The postings will be accessible to internal teacher candidates for 7 calendar days. Teachers wishing to transfer to the position at the location must electronically submit an application through the District's job application system in order to be considered.
2. Teachers must meet certification requirements at the time of application and their teaching credentials must remain valid through the coming school year.
3. In the event that fewer than four teachers apply for a transfer for the position, the school will receive the names of external candidates to allow for between four (4) and eight (8) interviews per position.
4. June 23rd marks the end of the transfer process for the coming school year. Positions posted after June 23rd will be filled by external candidates only. Internal candidates may still apply for said positions, but will not be considered to fill the position until the following February at which time the teacher transfer selection committee will re-interview the external candidate hired for the position and the internal candidates who applied for the position per the process outlined in the agreement. The successful candidate from the February interview will assume the position at the start of the subsequent school year.
5. Any Employee designated as overstaff indicates their preference for a transfer by applying to the posted positions.
6. Any Employee who is returning from leave of absence for which a specific position is not being reserved shall be notified by the Employer of the need to apply for positions of interest.
7. A transferred Employee will be assured an assignment for which they applied, were recommended, and accepted a transfer for one year unless there are changes in the classroom configuration, student enrollment, or teacher allocations at the school center in which case, Article 15 - Assignment shall be implemented.
8. The processing of an accepted transfer removes an Employee from any other school's applicant pool for consideration.
9. Transfers will be granted and vacancies staffed from the applicant pool according to the needs of the educational program, certification, seniority, employee preference, state laws and court orders.
10. An Employee requesting a transfer must accept the transfer when offered unless the Employee has previously notified in writing the appropriate administrator in Personnel Services of a desire to withdraw the request. Declining an interview for a transfer or declining an offer for a transfer will remove the teacher from consideration of transfers at non-Accelerated Improvement Schools.

11. The Association can access the list of job posting through the public JCPS Employment website. A listing of qualified candidates for posted positions will be provided to JCTA in seniority order.
12. Every reasonable effort will be made to determine programs, including federal programs, and identify the locations to which they are assigned as early as practicable so that Employees may take this information into account as they exercise their transfer rights.
13. A voluntary transfer is not available to a teacher on intensive support evaluation.
14. As an incentive to notify the District of an intent to retire at the end of a school year, teachers who on or before January 30th submit their intent to retire beginning June 1st, July 1st, or August 1st of the same year will receive a \$500 payment included in their last paycheck from JCPS as long as they retire on the date indicated on the intent form. No other retirement dates will be afforded this opportunity.

Section B Teacher Transfer Selection

1. By March 1st of each school year, bargaining unit members shall elect by secret ballot three (3) representatives to serve with the Principal on the Teacher Transfer Selection Committee. The election of this Committee shall be conducted by the JCTA Professional Representative and the Principal at a duly-called faculty meeting.
2. The Teacher Transfer Selection Committee shall receive from Personnel Services the names of the eight (8) most senior teachers requesting a transfer and agreeing to interview at that school. If the percentage of students of color in the school is greater than 80% or if the percentage of teachers of color in the school is below the district average, up to three (3) additional teachers of color with the greatest seniority requesting to transfer to the school may be considered. The Committee shall interview up to eight (8) teachers seeking the transfer and based on those interviews shall select, by majority vote, the teacher to be offered the transfer. The Committee shall interview each teacher on the list provided by Personnel Services in seniority order until the Committee offers the transfer to an interviewed teacher. Should the teacher offered the transfer decline, the Committee may resume interviews and may offer the position to one of the remaining interviewed applicants. The Teacher Transfer Selection Committee shall comply with all applicable state and federal statutes in their selection process.
3. If there are fewer than four (4) employees seeking transfer to a particular position, the Employer may open the job posting to external candidates so that they may interview as many candidates, including new hires, for employment as needed to allow for at least four (4) interviews. The Employer may also interview involuntary transfer candidates not on the school's list, but in no case shall the total number of interviews exceed eight (8).
4. A teacher declining an interview or a transfer offer from their application choices will have their name removed from consideration of transfers at non-Accelerated Improvement Schools unless the Employee has previously notified in writing the appropriate administrator in Personnel Services of a desire to withdraw the request.

5. The Employer reserves the right, in compliance with the JCBE/JCTA Agreement, to veto the Teacher Transfer Selection Committee's decision should there be certified staff under contract that would remain surplus if not assigned.
6. Schools utilizing the Teacher Transfer Selection process will have from March 8th of the current school year until February 28th of the following school year to make their selections in accordance with the above procedures.
7. Beginning June 1st, overstaffed teachers will be placed from the overstaff list according to the needs of the educational program, certification, seniority, employee preference, state laws, and court orders. Upon placement of all overstaffed employees, the Employer will notify the Association.
8. Vacancies that occur from June 8th through June 23rd will be posted for internal and external candidates for no less than 4 days. Vacancies filled during this time will be filled only by internal transfer candidates, unless no internal candidates apply, in which case external candidates may be interviewed and hired for the positions.
9. To allow ample time for existing teachers to plan for the coming school year, the teacher transfer process will end on June 23rd. Remaining vacancies will be filled by new hires after posting vacant positions on the job list. Positions posted after June 23rd will be filled by external candidates only. Internal candidates may still apply for said positions, but will not be considered to fill the position until the following February at which time the teacher transfer selection committee will re-interview the external candidate hired for the position and the internal candidates who applied for the position per the process outlined in the agreement. The successful candidate from the February interview will assume the position at the start of the subsequent school year.

Section C Transfers Resulting from Overstaff

1. Employees may be declared overstaff in a school as a result of reduced pupil enrollment, educational program changes, or adjustments in staff allocations. Employees in schools which are closed or where the existing program is closed and a new program implemented may be considered overstaff.
2. Principals/administrator, or designee shall have the responsibility and authority to designate employees who are overstaff according to certification and seniority. Employees serving as athletic directors, head football and head basketball coaches in the senior high schools shall be exempt from this provision.
3. Overstaffed employees will be offered an opportunity to return to vacancies in the school from which they were overstaffed within the first two weeks after school begins.
4. Classroom teachers transferred involuntarily after the beginning of the school term shall be provided one day to set up the classroom when it has not previously been organized.
5. When the number of resource employees is reduced, the affected employees shall be overstaffed according to their certification and seniority by program area.

6. The District shall not use Section E of this Article to create a vacant position (i.e., overstaff a teacher) for a coach.

Section D Transfer of Special Area Teachers

1. When the composition of a grouping of schools changes because of a fluctuation in pupil enrollment, school closings, educational programs, or adjustments in staff allocations, any Employee who was assigned to a school in the previous grouping(s) shall be considered for the new grouping(s) according to the needs of the educational program, certification, seniority, and employee preference.
2. School groupings not staffed by Section D1 shall be considered vacancies.
3. Employees not assigned to schools according to Section D1 may apply for a transfer to a vacant position and thereby be considered on the transfer list using the process outlined in Sections A and B of this Article.
4. The Parties agree that the stability of Special Area Teachers pairings is important. To assist in achieving this goal, the Employer shall form a committee to develop the yearly pairings. Teacher representatives on any such committee shall be nominated by the Association. Except in extraordinary circumstances, the Employer will not override the decision of the Pairings Committee in creating pairings. Schools that have asked to be a part of the pairings process will not be permitted to remove themselves from the process once the Pairings Committee has created the pairings.
5. Special Area Teachers in art, music, computer and physical education will be offered the opportunity for assignment to a full-time art, music, computer or physical education position which has become available in their specific school grouping.

This action will be taken prior to declaring the opening vacant and available for staffing according to Article 16, Sections A, B, C, D or E.

Special Area Teachers who decline the opportunity will be assigned according to Article 16, Section D.

This provision applies only to art, music, computer and physical education Special Area Teacher groupings in the elementary schools.

Section E The Superintendent or designee for good cause and extenuating circumstances will execute transfers as may be necessary for the efficient operations of the school district.

Section F The Employer could Section E a coach into a building.

A coach transferred into a building to accept a coaching responsibility would be subject to being overstaffed to create a new vacancy for a newly assigned coach when the employee is no longer coaching.

Coach for this provision means head football, head basketball and athletic director.

ARTICLE 16 – TRANSFERS

Section A General Procedures

1. Beginning March 1 the Employer will begin posting internally known vacancies for the coming school year using the current job advertisement system. The postings will be accessible to internal teacher candidates for 7 calendar days. Teachers wishing to transfer to the position at the location must electronically submit an application through the District's job application system in order to be considered.
- ~~1. On request, the Employer shall electronically provide the Association a list of all known teaching vacancies that need staffing for the forthcoming school year. Prior to any teaching vacancies being posted system-wide, Employees within the schools affected shall have first consideration for said positions as per the Assignment Article.~~
2. Teachers must meet certification requirements at the time of application and their teaching credentials must remain valid through the coming school year.
- ~~2. Employees desiring to transfer to another school shall electronically file a request with Personnel Services between February 22 and March 22. Such requests shall include the organizational level(s) and/or the area(s) for which the Employee is certificated and desires to be assigned, the school(s) [a maximum of five (5) in high school, middle school, elementary school, and special schools] to which the employee desires to be transferred in order of preference. An additional five (5) schools may be added to the list if they are Level 2 and 3 schools. An Employee may list a professional frame of reference on the transfer form. The professional frame of reference shall include only one of the following options:
 - a) Any position for which the Employee is certified;
 - b) Only positions covered by specific area(s) of certification listed by the Employee;
 - c) Primary only;
 - d) Intermediate only;
 - e) Instrumental Music only; or
 - f) Vocal Music only.~~
3. In the event that fewer than four teachers apply for a transfer for the position, the school will receive the names of external candidates to allow for between four (4) and eight (8) interviews per position.
- ~~3. Employees requesting transfers will be ranked on a list according to their seniority in the Jefferson County Public Schools. Employees must re-submit requests each year by March 22 in order to remain on the transfer list.~~
4. June 23rd marks the end of the transfer process for the coming school year. Positions posted after June 23rd will be filled by external candidates only. Internal candidates may still apply for said positions, but will not be considered to fill the position until the following February at which time the teacher transfer selection committee will re-interview the external candidate hired for

the position and the internal candidates who applied for the position per the process outlined in the agreement. The successful candidate from the February interview will assume the position at the start of the subsequent school year.

5. Any Employee ~~who is~~ designated as overstaff indicates their preference for a transfer by applying to the posted positions.
- 4-6. Any Employee ~~or~~ who is returning from leave of absence for which a specific position is not being reserved shall be notified by the Employer of the need to apply for positions of interest ~~submit a request to be placed in the proper ranking on the transfer list.~~
- 5-7. ~~If a position is not available within the professional frame of reference, the Employee will not be voluntarily transferred.~~ A transferred Employee will be assured an assignment for which they applied, were recommended, and accepted a transfer within the professional frame of reference for one year unless there are changes in the classroom configuration, student enrollment, or teacher allocations at the school center in which case, Article 15 - Assignment shall be implemented.
- 6-8. ~~At the time the transfer is processed, the highest preference available will be granted to the Employee.~~ The processing of an accepted transfer removes an Employee from any other school's applicant pool for consideration ~~the transfer list.~~
- 7-9. Transfers will be granted and vacancies staffed from the applicant pool ~~transfer list~~ according to the needs of the educational program, certification, seniority, employee preference, state laws and court orders.
- 8-10. An Employee requesting a transfer must accept the transfer when offered ~~made prior to the opening of school~~ unless the Employee has previously notified in writing the appropriate administrator in Personnel Services of a desire to withdraw the request. Declining an interview for a transfer or declining an offer for a transfer will remove the teacher from consideration of transfers at non-Accelerated Improvement Schools.
- 9-11. The Association can access the list of job posting through the public JCPS Employment website. A listing of qualified candidates for posted positions will be provided to JCTA in seniority order. will be provided a transfer list by March 23rd of each school year. The list shall include the Employee's name, seniority date, race, transfer status and assignment schools requested.
- 10-12. Every reasonable effort will be made to determine programs, including federal programs, and identify the locations to which they are assigned as early as practicable so that Employees may take this information into account as they exercise their transfer rights.
13. A voluntary transfer is not available to a teacher on intensive support evaluation.
- 11-14. As an incentive to notify the District of an intent to retire at the end of a school year, teachers who on or before January 30th submit their intent to retire beginning June 1st, July 1st, or August 1st of the same year will receive a \$500 payment included in their last paycheck from JCPS as long as they retire on the date indicated on the intent form. No other retirement dates will be afforded this opportunity.

Section B Teacher Transfer Selection

1. By March ~~23rd~~ 1st of each school year, bargaining unit members shall elect by secret ballot three (3) representatives to serve with the Principal on the Teacher Transfer Selection Committee. The election of this Committee shall be conducted by the JCTA Professional Representative and the Principal at a duly-called faculty meeting.
2. The Teacher Transfer Selection Committee shall receive from Personnel Services the names of the eight (8) most senior teachers requesting a transfer and agreeing to interview at that school. If the percentage of students of color in the school is greater than 80% or if the percentage of teachers of color in the school is below the district average, up to three (3) additional teachers of color with the greatest seniority requesting to transfer to the school may be considered. The Committee shall interview up to eight (8) teachers seeking the transfer and based on those interviews shall select, by majority vote, the teacher to be offered the transfer. The Committee shall interview each teacher on the list provided by Personnel Services in seniority order until the Committee offers the transfer to an interviewed teacher. Should the teacher offered the transfer decline, the Committee may resume interviews and may offer the position to one of the remaining interviewed applicants. The Teacher Transfer Selection Committee shall comply with all applicable state and federal statutes in their selection process.
3. If there are fewer than four (4) employees seeking transfer to a particular position, the Employer may open the job posting to external candidates so that they may interview as many candidates, including new hires, for employment as needed to allow for at least four (4) interviews. The Employer may also interview involuntary transfer candidates not on the school's list, but in no case shall the total number of interviews exceed eight (8).
4. A teacher declining an interview or a transfer offer from their application choices voluntary list of transfer choices will have their name removed from consideration of transfers at non-Accelerated Improvement Schools unless the Employee has previously notified in writing the appropriate administrator in Personnel Services of a desire to withdraw the request ~~voluntarily list destroyed and will be removed from the transfer list if their transfer is a voluntary choice only.~~
5. The Employer reserves the right, in compliance with the JCBE/JCTA Agreement, to veto the Teacher Transfer Selection Committee's decision should there be certified staff under contract that would remain surplus if not assigned.
6. Schools utilizing the Teacher Transfer Selection process will have from March ~~30th~~ 8th of the current school year until ~~March 21st~~ February 28th of the following school year to make their selections in accordance with the above procedures.
7. Beginning June 1st, overstaffed teachers will be placed from the overstaff list according to the needs of the educational program, certification, seniority, employee preference, state laws, and court orders. Upon placement of all overstaffed employees, the Employer will notify the Association.
8. Vacancies that occur from Beginning July 1st June 8th through the July 15th June 23rd will be posted for internal and external candidates for no less than 4 days. ~~the Teacher Transfer Selection~~

~~process will not be utilized to fill vacancies.~~ Vacancies filled during this time will be filled only by internal transfer candidates, unless no internal candidates apply, in which case external candidates may be interviewed and hired for the position ~~teachers interviewed from the current voluntary and involuntary transfer lists (no new hires).~~ Only locations where no transfer requests exist will be filled via new hires, except that new hires may be considered if less than four (4) candidates are on a location's transfer list.

9. ~~To allow ample time for existing teachers to plan for the coming school year, the teacher transfer process will be suspended beginning July 16th end on June 23rd.~~ Remaining vacancies will be filled by new hires after posting vacant positions on the job list. ~~The standard Teacher Selection process will resume August 1. Positions posted after June 23rd will be filled by external candidates only. Internal candidates may still apply for said positions, but will not be considered to fill the position until the following February at which time the teacher transfer selection committee will re-interview the external candidate hired for the position and the internal candidates who applied for the position per the process outlined in the agreement. The successful candidate from the February interview will assume the position at the start of the subsequent school year.~~

- ~~10.9. Beginning August 1, Employees eligible for an interview for mid-year openings will be interviewed in February. The Teacher Transfer Selection Committee will interview eligible employees and the teacher currently in the position. The teachers selected using the Teacher Transfer Selection process shall be placed in (or shall continue in) the granted position at the beginning of the following school year.~~

Section C Transfers Resulting from Overstaff

1. Employees may be declared overstaff in a school as a result of reduced pupil enrollment, educational program changes, or adjustments in staff allocations. Employees in schools which are closed or where the existing program is closed and a new program implemented may be considered overstaff.
2. Principals/administrator, or designee shall have the responsibility and authority to designate employees who are overstaff according to certification and seniority. Employees serving as athletic directors, head football and head basketball coaches in the senior high schools shall be exempt from this provision.
3. Overstaffed employees will be offered an opportunity to return to vacancies in the school from which they were overstaffed within the first two weeks after school begins.
4. Classroom teachers transferred involuntarily after the beginning of the school term shall be provided one day to set up the classroom when it has not previously been organized.
5. When the number of resource employees is reduced, the affected employees shall be overstaffed according to their certification and seniority by program area.
6. The District shall not use Section E of this Article to create a vacant position (i.e., overstaff a teacher) for a coach.

Section D Transfer of Special Area Teachers

1. When the composition of a grouping of schools changes because of a fluctuation in pupil enrollment, school closings, educational programs, or adjustments in staff allocations, any Employee who was assigned to a school in the previous grouping(s) shall be considered for the new grouping(s) according to the needs of the educational program, certification, seniority, and employee preference.
2. School groupings not staffed by Section D1 shall be considered vacancies.
3. Employees not assigned to schools according to Section D1 may apply for a transfer to a vacant position and thereby be considered on the transfer list using the process outlined in Sections A and B of this Article~~or employees applying for a voluntary transfer shall be placed on the transfer list.~~
4. The Parties agree that the stability of Special Area Teachers pairings is important. To assist in achieving this goal, the Employer shall form a committee to develop the yearly pairings. Teacher representatives on any such committee shall be nominated by the Association. Except in extraordinary circumstances, the Employer will not override the decision of the Pairings Committee in creating pairings. Schools that have asked to be a part of the pairings process will not be permitted to remove themselves from the process once the Pairings Committee has created the pairings.
5. Special Area Teachers in art, music, computer and physical education will be offered the opportunity for assignment to a full-time art, music, computer or physical education position which has become available in their specific school grouping.

This action will be taken prior to declaring the opening vacant and available for staffing according to Article 16, Sections A, B, C, D or E.

Special Area Teachers who decline the opportunity will be assigned according to Article 16, Section D.

This provision applies only to art, music, computer and physical education Special Area Teacher groupings in the elementary schools.

Section E The Superintendent or designee for good cause and extenuating circumstances will execute transfers as may be necessary for the efficient operations of the school district.

Section F The Employer could Section E a coach into a building.

A coach transferred into a building to accept a coaching responsibility would be subject to being overstaffed to create a new vacancy for a newly assigned coach when the employee is no longer coaching.

Coach for this provision means head football, head basketball and athletic director.

ARTICLE 21 – SUMMER SCHOOL AND EXTENDED SCHOOL SERVICES LEARNING OPPORTUNITIES

Section A Teaching positions for Summer School and Extended School Services Learning Opportunities will be staffed first by qualified persons who are current employees in the Jefferson County Public Schools.

Section B In filling Summer School teaching positions the Employer will use the following process:

1. The Employer shall advertise that all employees interested in teaching Summer School may apply. If the number of applicants exceeds the number of positions, applicants will be placed on a rotation list by seniority. An employee will remain on the Summer School rotation list and will be considered for Summer School employment any year in which the employee submits an application to teach Summer School.
2. Employees may apply for specific school locations(s) and teaching assignment or may submit applications for any summer assignment for which qualified.
3. In extenuating circumstances an employee may at any time prior to an offer of summer school employment withdraw an application and maintain his/her position on the summer school rotation list.
4. If the number of applicants exceeds the number of positions, employees employed in Summer School rotate to the bottom of the list for the next year.
5. Employees who have applied to teach Summer School at their school shall have first consideration before employees that are not assigned to that school.
6. Employees who have applied to teach Summer School and are offered a Summer School position but refuse the position will drop to the bottom of the rotation list along with those who worked Summer School.
7. Employees on lay-off or on leave are eligible to apply for Summer School positions and will be placed on the list according to seniority. Employees applying for Summer School positions while on leave must have formally requested to return to active status in the fall.
8. If the number of applicants exceeds the number of positions, employees who apply in years following formation of the first rotation list will be placed on the bottom of the Summer School rotation list by seniority.
9. Projected locations and teaching positions for Summer School if known shall be published by May 1.
10. Those employed in the Summer School may use up to two (2) days of unpaid leave. Those employed in Extended School Services where the program is conducted as an extended school year, and students are in attendance on a daily basis, a teacher working in a program of 1 to 29 days is eligible to utilize one (1) unpaid leave day. Those employed 30 days or more will be eligible to utilize two (2) unpaid leave days.

Section C Summer Deeper Learning

The District's summer deeper learning experience for students may be in person or virtual.

In filling the summer deeper learning teaching positions the Employer will use the following process:

1. Teachers work in pairs to submit a proposal containing creative ideas to inspire students in reading, math, science, and social studies.

2. Proposals will be selected based on a rubric that the joint committee (which includes JCTA members) has established.
3. The teachers authoring a winning proposal will be assigned to teach for their summer deeper learning proposal.
4. Teachers will be paid at their hourly rate.

Section D Summer Re-Engagement

The summer re-engagement program is designed to actively involve students from every school across the district which may occur at a JCPS or community location. The curriculum provides opportunities for students to engage in critical thinking activities grounded in literacy standards.

In filling the summer re-engagement program teaching positions the Employer will use the following process:

1. Interested teachers will apply through the district's application system.
2. Program coordinators will verify staffing levels by student participation and offer positions considering teacher preference (e.g., site and geographic location).
3. If the number of applicants exceeds the number of positions, applicants will be placed by seniority.
4. Teachers will be paid at their hourly rate.

Section E The articles on School Board Authority, Academic Freedom, Assistance in Assault/Injury, Safety, Student Discipline, Employee Rights, Employee Discipline, and Materials and Facilities shall apply to extended school services and tuition Summer School.

Section F

1. Employees teaching in the learning opportunities described in this article shall be paid their hourly rate.
2. Selection of employees for teaching responsibilities in their school for the learning opportunities described in this article shall be by:
 - a. Employees of the school will be selected in accordance with Article 15, Section A and B.
 - b. If the position is not filled by one of the above methods, the position will be filled by the process outlined in Section B of this article.

Section G Employees requested to teach an additional period shall be paid their hourly rate for the extra hour of assigned duties which shall be a planning period to be completed at their work location. No employee shall be required to teach an additional period. Employees shall be selected for this assignment using Article 15 of this Agreement.

ARTICLE 21 – SUMMER SCHOOL ~~/AND~~ EXTENDED SCHOOL SERVICES LEARNING OPPORTUNITIES

Section A Teaching positions ~~in the for~~ Summer School ~~/and~~ Extended School Services Learning Opportunities will be staffed first by qualified persons who are current employees in the Jefferson County Public Schools.

Section B In filling Summer School teaching positions the Employer will use the following process:

1. The Employer shall advertise that all employees interested in teaching Summer School may apply. If the number of applicants exceeds the number of positions, applicants and will be placed on a rotation list by seniority. An employee will remain on the Summer School rotation list and will be considered for Summer School employment any year in which the employee submits an application to teach Summer School.
2. Employees may apply for specific school locations(s) and teaching assignment or may submit applications for any summer assignment for which qualified.
3. In extenuating circumstances an employee may at any time prior to an offer of summer school employment withdraw an application and maintain his/her position on the summer school rotation list.
4. If the number of applicants exceeds the number of positions, Eemployees employed in Summer School rotate to the bottom of the list for the next year.
5. Employees who have applied to teach Summer School at their school shall have first consideration before employees that are not assigned to that school.
- 5.6. Employees who have applied to teach Summer School and are offered a Summer School position but refuse the position will drop to the bottom of the rotation list along with those who worked Summer School.
- 6.7. Employees on lay-off or on leave are eligible to apply for Summer School positions and will be placed on the list according to seniority. Employees applying for Summer School positions while on leave must have formally requested to return to active status in the fall.
7. If the number of applicants exceeds the number of positions, Eemployees who apply in years following formation of the first rotation list will be placed on the bottom of the Summer School rotation list by seniority.
8. _____
8. ~~Section C~~ Projected locations and teaching positions for Summer School if known shall be published by May 1.
9. _____
- 9.10. ~~Section D~~ Those employed in the Summer School may use up to two (2) days of sick-unpaid leave ~~accumulated as of the end of their preceding contract year~~. Those employed in Extended School Services where the program is conducted as an extended school year, and students are in attendance on a daily basis, a teacher working in a program of 1 to 29 days is eligible to utilize one (1) sick-unpaid leave day. Those employed 30 days or more will be eligible to utilize two (2) sick-unpaid leave days.

Section C Summer Deeper Learning

The District's summer deeper learning experience for students may be in person or virtual.

In filling the summer deeper learning teaching positions the Employer will use the following process:

1. Teachers work in pairs to submit a proposal containing creative ideas to inspire students in reading, math, science, and social studies.
2. Proposals will be selected based on a rubric that the joint committee (which includes JCTA members) has established.
3. The teachers authoring a winning proposal will be assigned to teach for their summer deeper learning proposal.
4. Teachers will be paid at their hourly rate.

Section D Summer Re-Engagement

The summer re-engagement program is designed to actively involve students from every school across the district which may occur at a JCPS or community location. The curriculum provides opportunities for students to engage in critical thinking activities grounded in literacy standards.

In filling the summer re-engagement program teaching positions the Employer will use the following process:

1. Interested teachers will apply through the district's application system.
2. Program coordinators will verify staffing levels by student participation and offer positions considering teacher preference (e.g., site and geographic location).
3. If the number of applicants exceeds the number of positions, applicants and will be placed by seniority.
4. Teachers will be paid at their hourly rate.

Section E The articles on School Board Authority, Academic Freedom, Assistance in Assault/Injury, Safety, Student Discipline, Employee Rights, Employee Discipline, and Materials and Facilities shall apply to extended school services and tuition Summer School.

Section F

1. Employees ~~providing services under the Extended School Services of KERA teaching in the learning opportunities described in this article~~ shall be paid their hourly rate.
2. Selection of employees for teaching responsibilities in ~~their school for the learning opportunities described in this article the Extended School Services program with KERA and summer school~~ shall be by:
 - a. Employees of the school will be selected in accordance with Article 15, Section A and B.
 - b. If the position is not filled by one of the above methods, the position will be filled by the process outlined in Section B of this article.

Section G Employees requested to teach an additional period shall be paid their hourly rate for the extra hour of assigned duties which shall be a planning period to be completed at their work location. No employee shall be required to teach an additional period. Employees shall be selected for this assignment using Article 15 of this Agreement.

ARTICLE 28 – MISCELLANEOUS

Section E If a teacher relocates their primary residence a distance of 100 miles or greater in order to fulfill their employment duties with JCPS, JCPS will provide stipends as follows:

1. A Teacher relocating between 100 and 200 miles will receive a \$1000 stipend in October of the given year and an additional \$1000 in April of the given year as long as the teacher is still employed with JCPS at the time of the payment. The teacher must provide proof of relocation to receive these stipends.
2. A Teacher relocating more than 200 miles will receive a \$2000 stipend in October of the given year and an additional \$2000 in April of the given year as long as the teacher is still employed with JCPS at the time of the payment. The teacher must provide proof of relocation to receive these stipends.
3. A Teacher relocating a distance of 100 miles or greater may receive only one of the benefits outlined in numbers 1 or 2 of this Section and, after receiving one of those benefits, will not be eligible for additional relocation stipends in the future for any reason.
4. When a teacher relocates after October, the appropriate stipend payments will be made in April of the current academic year and October of the following academic year as long as the teacher is still employed with JCPS at the time of the payment.

ARTICLE 28 – MISCELLANEOUS

Section E If a teacher relocates their primary residence a distance of 100 miles or greater in order to fulfill their employment duties with JCPS, JCPS will provide stipends as follows:

1. A Teacher relocating between 100 and 200 miles will receive a \$1000 stipend in October of the given year and an additional \$1000 in April of the given year **as long as the teacher is still employed with JCPS at the time of the payment.** The teacher must provide proof of relocation to receive these stipends.
2. A Teacher relocating more than 200 miles will receive a total of \$4000 in two (2) installments. The first installment will be paid within three (3) weeks of submission of moving expenses in the amount of the submitted expenses and the balance of the \$4,000 will be paid at the end of the school year. **\$2000 stipend in October of the given year and an additional \$2000 in April of the given year as long as the teacher is still employed with JCPS at the time of the payment. The teacher must provide proof of relocation to receive these stipends.**
3. A Teacher relocating a distance of 100 miles or greater may receive only one of the benefits outlined in numbers 1 or 2 of this Section and, after receiving one of those benefits, will not be eligible for additional relocation stipends in the future for any reason.
4. **When a teacher relocates after October, the appropriate stipend payments will be made in April of the current academic year and October of the following academic year as long as the teacher is still employed with JCPS at the time of the payment.**

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

The parties to this agreement are the Jefferson County Teachers Association (JCTA), and the Jefferson County Board of Education (JCBE). The JCBE and JCTA negotiation teams hereby tentatively agree, subject to JCBE approval and ratification by the JCTA membership, to the following:

1. Collective Bargaining Agreement (CBA) language changes in Article 33. See attached article with changes noted.
2. Mental Health Practitioners (MHPs) will be added to the Teacher salary schedule (Schedule III) based on their step for the 2021-22 school year and their rank (or equivalent) effective July 1, 2022.
3. Effective school year 2022-2023, "Robotics Sponsor" will be added to the Elementary School Extra Service Pay Schedule at the same rate as the Middle/High School Robotics Sponsor.
4. Consistent with the allowable use of district and federal funds and in consideration of the importance of the continuity of educational services during the pandemic and in consideration of additional duties and services that will be required during the 2022-2023 school year as a result of the pandemic, a one-time, reasonable and necessary schedule of fringe-benefit payments shall be made to employees as follows:
 - All full and permanent part-time employees active as of November 11, 2022, will receive a one-time payment of \$500 on November 25, 2022.
 - All full and permanent part-time employees active as of May 12, 2023, will receive a one-time payment of \$500 on May 26, 2023.
5. For FY23 (2022-2023), 4% will be added to each cell of the teacher 187-day salary schedule.

Diane Porter
Diane Porter
Chairperson, JCBE

Date

Martin Pollio
Dr. Martin Pollio
Superintendent, JCBE

6/8/22
Date

O'Dell Henderson
O'Dell Henderson

6/10/22
Date

Director, Labor Management and Employee Relations, JCBE

Brent McKim

Brent McKim
President, JCTA

6/10/2022

Date

DeeAnn Flaherty

DeeAnn Flaherty
Executive Director, JCTA

June 10, '22

Date



JEFFERSON COUNTY BOARD OF EDUCATION

June 07, 2022, Board Work Session

- Agenda Item:** VI.O.10. Recommendation for Approval of Memorandum of Agreement with the Jefferson County Teachers Association- Collective Bargaining Agreement
- Recommendation:** Superintendent Martin Pollio recommends the Board of Education approve the attached Memorandum of Agreement with the Jefferson County Teachers Association.
- Rationale:** The terms of the attached Memorandum of Agreement (MOA) with the Jefferson County Teachers Association provide changes to the Collective Bargaining Agreement language in Article 33, adding Mental Health Practitioners to the Teacher salary schedule (III), a Robotics Sponsor extra service pay for elementary school sponsors, one-time payments of \$500 and \$500 based on stipulations outlined in the MOA, and a 4% pay increase in the 2022-2023 school year.

Submitted by: Dr. Aimee Green-Webb

Attachment

ARTICLE 33 – ENHANCED SUPPORT SCHOOLS

The parties agree that schools identified as Accelerated Improvement Schools (AIS) or those included in a Choice Zone shall receive enhanced support. Choice Zone schools are those serving resides students within the geographic region currently identified in the 2022 Student Assignment (School Choice) Plan. Any changes as to which schools are included in a Choice Zone require approval by the Jefferson County BOE. If such changes are made by the Jefferson County BOE, the parties agree to revisit this Article. The following shall be enacted for schools currently identified as Choice Zone schools or AIS, hereinafter “enhanced support school(s)” and will remain in effect until the school is no longer so identified. The provisions of this Article apply solely to schools receiving enhanced support.

Section A

To better address staffing needs and promote student success at enhanced support schools, the normal Employee transfer process (Article 16) will be modified as follows for enhanced support schools:

Any school identified as an enhanced support school will be exempt from any requirements in the Agreement that mandate placement of voluntary transfers until such time as the school is exiting enhanced support designation.

Active enhanced support schools shall participate in the transfer process beginning February 1 but will not be required to select any staff from the transfer list.

Active enhanced support school principals, including those entering enhanced support status, may recruit employees for a transfer. Such employees who are recruited are not obligated to accept interviews at or a transfer to the enhanced support school. Those schools exiting enhanced support status will not be allowed to recruit employees for a transfer.

The District may place overstaffed employees at enhanced support school locations due to necessary adjustments based on enrollment numbers on the 5th day (or the day determined for student enrollment counts). However, placed overstaffed employees will remain in overstaffed status and have the option of being placed in a non-enhanced support school location for the following academic year or remain at the enhanced support school location by mutual agreement of both the employee and the principal.

The Parties agree that pursuant to state law, the provisions of this collective bargaining agreement shall not supersede the statutory requirements for Comprehensive Improvement Schools.

Section B

To attract and retain high-quality teachers in enhanced support schools, the employer will pay a stipend to employees covered under this collective bargaining agreement. Employees at enhanced support schools will receive an annual stipend on the payment schedule noted below:

- 1st Stipend - paid on 2nd pay date in October and the teacher must be assigned to the enhanced support school since the first student day through 1st pay date in October.
- 2nd Stipend - paid on 1st pay date in December and the teacher must be assigned to the enhanced support school by the 1st pay date in October through last pay date in November.
- 3rd Stipend - paid on 2nd pay date in March and the teacher must be assigned to the enhanced support school by the 1st student day after December 31st through 1st pay date in March.
- 4th Stipend - paid on last regular paycheck in June and the teacher must be assigned to the enhanced support school by the 1st pay date in March through the last contract workday in the fiscal year.

The initial stipend for all employees assigned to an enhanced support school during the 2023-24 school year, and those employees who enter into employment at an enhanced support school during the school years thereafter, will be \$8,000 (annually; paid according to the schedule above). The stipend amount will increase by 1.5% each year (cumulatively) thereby creating stipend levels for each year of service an employee has in an enhanced support school up to their twentieth (20th) year. Years twenty-one (21) through twenty-four (24) will remain at the level of the twentieth (20th) year stipend. An employee who remains in an enhanced support school for twenty-five (25) or more years will receive a stipend of \$14,000.

Payment of the stipend will end at such time an employee leaves an enhanced support school. No portion of the stipend will be retroactively paid for any time period that is not met by the schedule noted above.

Teachers who travel to multiple schools must spend half or more of their work time at enhanced support schools to be eligible for the full amount of the above stipend. No partial stipend will be paid to those who spend less than half of their work time at an enhanced support school.

An employee who is involuntarily transferred to a non-enhanced support school, will no longer receive the stipend. However, an involuntarily transferred employee may resume the stipend level they previously received upon returning to an enhanced support school. An employee returning to an enhanced support school after voluntarily transferring to a non-enhanced support school will start over beginning at the initial stipend level.

Employees who move between enhanced support schools will maintain their accrued increases and will continue to receive annual increases each year they continue teaching in an enhanced support school.

Section C

Employees at a school receiving enhanced support who obtain National Board Certification and teach at an enhanced support school for three (3) full school years thereafter will be reimbursed for fees paid obtaining National Board Certification upon request and presentation of

documents evidencing the fees paid. Employees who have been at an enhanced support school for three (3) years or more who obtain a recertification of an existing National Board Certification will be reimbursed for their recertification fees upon request and presentation of documents evidencing the fees paid.

Section D

In an effort to recruit, retain, and develop highly effective teachers in enhanced support schools, the Employer and the Association agree to work in collaboration to provide the following comprehensive supports:

1. The Employer may offer certified teachers hourly pay in order to provide targeted interventions for students either before or after school.
2. The Employer, in collaboration with teachers, may provide additional instructional resources and materials in order to provide struggling students with needed resources and materials for learning.
3. Enhanced support schools will extend the school year for teachers by adding five (5) additional professional development days at the beginning of the school year, paid at the hourly rate. Enhanced support schools may adjust when these extra days are utilized by using the normal contract deviation procedure prior to February 1.
4. The Association and the District agree to work together to develop a plan to provide extended planning (professional learning time during the instructional day) for enhanced support schools.
5. The Association and the District agree to explore reducing class sizes at enhanced support schools.
6. Employees at enhanced support schools may apply for designated funds for professional development and professional team development, to address identified professional and student needs.
7. The District will work to reduce the need for teachers in enhanced support schools to fill in for absences and vacancies.
8. The District will work to provide mental wellness supports to the staff in enhanced support schools.

Section E

The Association and the Employer agree that the entry of assignments with grades may need to be more frequent at enhanced support schools.

Section F

1 The Association and the Employer agree that improvement of enhanced support schools is of
2 critical importance and that the Superintendent, in consultation with school principals, may
3 transfer a teacher from an enhanced support school to another school for good cause and to
4 address educational needs.
5

1 ARTICLE 33 – ACCELERATED IMPROVEMENT ~~ENHANCED SUPPORT~~ SCHOOLS (AIS)

2
3 The parties agree that schools identified as Level 2 or 3 Accelerated Improvement Schools (AIS)
4 or those included in a Choice Zone shall require receive enhanced support. Choice Zone schools
5 are those serving resides students within the geographic region currently identified in the 2022
6 Student Assignment (School Choice) Plan. Any changes as to which schools are included in a
7 Choice Zone require approval by the Jefferson County BOE. If such changes are made by the
8 Jefferson County BOE, the parties agree to revisit this Article. The following shall be enacted for
9 schools currently identified as Level 2 or 3 Choice Zone schools or AIS, hereinafter "enhanced
10 support school(s)" and will remain in effect until the school is no longer identified as either Level
11 2 or 3 so identified. The provisions of this Article apply solely to Level 2 and 3 schools receiving
12 enhanced support.
13

14 Section A

15 To better address staffing needs and promote student success at enhanced support schools, the
16 normal Employee transfer process (Article 16) will be modified as follows for Level 2 and 3
17 enhanced support schools:

18 Any school identified as a Level 2 or 3 an enhanced support school will be exempt from
19 any requirements in the Agreement that mandate placement of voluntary transfers until
20 such time as the school is exiting AIS enhanced support designation.

21 Active Level 2 and enhanced support schools shall participate in the transfer process
22 beginning February 1 but will not be required to select any staff from the transfer list.

23 Active Level 2 and 3 enhanced support school principals, including those entering AIS
24 enhanced support status, may recruit employees for a transfer. Such employees who
25 are recruited are not obligated to accept interviews at or a transfer to the Level 2 or 3
26 enhanced support school. Those schools exiting AIS enhanced support status will not be
27 allowed to recruit employees for a transfer.

28 The District may place overstaffed employees at AIS or enhanced support school
29 locations due to necessary adjustments based on enrollment numbers on the 5th day (or
30 the day determined for student enrollment counts). However, placed overstaffed
31 employees will remain in overstaffed status and have the option of being placed in a
32 non-AIS enhanced support school location for the following academic year or remain at
33 the AIS enhanced support school location by mutual agreement of both the employee
34 and the principal.

35 The Parties agree that pursuant to state law, the provisions of this collective bargaining
36 agreement shall not supersede the statutory requirements for Comprehensive Improvement
37 Schools.

38 Section B

39
40 Employees who teach at Level 2 and 3 schools will receive the following stipends, in addition to
41 their normal salary and benefits, on the days noted, provided they have been employed at a

Level 2 or 3 school since the date of payment of the preceding stipend (or for the first stipend, since the first student day of school). For example, a teacher who begins teaching at a Level 2 or 3 school September 1 will receive the December 1 stipend, but a teacher beginning September 2 (or thereafter up to November 30) would not receive a stipend until March 1.

September 1 - \$400

December 1 - \$400

March 1 - \$400 to June 30 - \$400

The above stipends will be paid on the first regular payroll cycle after the dates listed above.

For teachers who have served five (5) consecutive years at a Level 2 or 3 school, each of the above stipend payments will be increased by \$100. For each additional five (5) consecutive years of service at a Level 2 or 3 school, the above stipend payments will be increased by \$100.

Teachers who travel to multiple schools must spend half or more of their work time at Level 2 or 3 schools to be eligible for the full amount of the above stipends. No partial stipend will be paid to those who spend less than half of their work time at a Level 2 or 3.

For purposes of this section, five (5) consecutive years at a Level 2 or 3 school shall mean years completed beginning with the 2018-19 school year and those completed thereafter. Service prior to 2018-19 shall not be credited to the five (5) year period.

In addition to the above benefits, any teacher at a school other than a Level 2 or 3 school with eight (8) years or more of teaching experience within the District will receive a \$1000 stipend upon completion of a voluntary transfer to a Level 2 or 3 school. A teacher is eligible only once for this benefit from the Employer. The stipend will be paid on the first payroll following the teacher completing three (3) months of service at a Level 2 or 3 school. If the teacher fails to complete two (2) full years of service at a Level 2 or 3 school after receiving the stipend, the entirety of the stipend must be repaid to the District. The Employer may, at its discretion, increase any of the monetary amounts listed in this Section at any time before the expiration of this Agreement. Any decrease of the monetary amounts in this Section would require mutual agreement of the Employer and the Association pursuant to Article 37, Section C.

To attract and retain high-quality teachers in enhanced support schools, the employer will pay a stipend to employees covered under this collective bargaining agreement. Employees at enhanced support schools will receive an annual stipend on the payment schedule noted below:

- 1st Stipend - paid on 2nd pay date in October and the teacher must be assigned to the AIS **enhanced support school** since the first student day through 1st pay date in October.
- 2nd Stipend - paid on 1st pay date in December and the teacher must be assigned to the AIS **enhanced support school** by the 1st pay date in October through last pay date in November.
- 3rd Stipend - paid on 2nd pay date in March and the teacher must be

assigned to the AIS **enhanced support** school by the 1st student day after December 31st through 1st pay date in March.

- 4th Stipend - paid on last regular paycheck in June and the teacher must be assigned to the AIS **enhanced support** school by the 1st pay date in March through the last contract workday in the fiscal year.

The initial stipend for all employees assigned to an enhanced support school during the 2023-24 school year, and those employees who enter into employment at an enhanced support school during the school years thereafter, will be \$8,000 (annually; paid according to the schedule above). The stipend amount will increase by 1.5% each year (cumulatively) thereby creating stipend levels for each year of service an employee has in an enhanced support school up to their twentieth (20th) year. Years twenty-one (21) through twenty-four (24) will remain at the level of the twentieth (20th) year stipend. An employee who remains in an enhanced support school for twenty-five (25) or more years will receive a stipend of \$14,000.

Payment of the stipend will end at such time an employee leaves an enhanced support school. No portion of the stipend will be retroactively paid for any time period that is not met by the schedule noted above.

An employee who is involuntarily transferred to a non-enhanced support school, will no longer receive the stipend. However, an involuntarily transferred employee may resume the stipend level they previously received upon returning to an enhanced support school. An employee returning to an enhanced support school after voluntarily transferring to a non-enhanced support school will start over beginning at the initial stipend level.

Employees who move between enhanced support schools will maintain their accrued increases and will continue to receive annual increases each year they continue teaching in an enhanced support school.

Section C

Employees at a ~~Level 2 or 3~~ **school receiving enhanced support** who obtain National Board Certification and teach at a ~~Level 2 or 3~~ **an enhanced support** school for three (3) full school years thereafter will be reimbursed for fees paid obtaining National Board Certification upon request and presentation of documents evidencing the fees paid. Employees who have been at a ~~Level 2 or 3~~ **an enhanced support** school for three (3) years or more who obtain a recertification of an existing National Board Certification will be reimbursed for their recertification fees upon request and presentation of documents evidencing the fees paid.

Section D

In an effort to recruit, retain, and develop highly effective teachers in ~~Level 2 and 3~~ **enhanced support** schools, the Employer and the Association agree to work in collaboration to provide the following comprehensive supports:

1. The Employer may offer certified teachers hourly pay in order to provide targeted interventions for students either before or after school.

- 1 2. The Employer, in collaboration with teachers, may provide additional instructional
2 resources and materials in order to provide struggling students with needed
3 resources and materials for learning.
4
- 5 3. ~~Starting in the 2019-2020 school year, Level 2 and 3~~ **Enhanced support** schools will extend the
6 school year for teachers by adding five (5) additional professional development days at the
7 beginning of the school year, paid at the hourly rate. ~~Level 2 and Level 3~~
8 **Enhanced support** schools may adjust when these extra days are utilized by using the normal
9 contract deviation procedure prior to February 1.
10
- 11 4. The Association and the District agree to work together to develop a plan ~~for the~~
12 ~~2019-2020 school year~~ to provide extended planning (professional learning time
13 during the instructional day) for ~~Level 2 and 3~~ **enhanced support** schools.
14
- 15 5. The Association and the District agree to explore reducing class sizes at Level 2
16 and ~~3~~ **enhanced support** schools.
17
- 18 6. Employees at Level 2 and 3 **enhanced support** schools may apply for designated funds for
19 professional development and professional team development, to address
20 identified professional and student needs.
21
- 22 7. **The District will work to reduce the need for teachers in enhanced support schools to fill in for**
23 **absences and vacancies.**
24
- 25 8. **The District will work to provide mental wellness supports to the staff in enhanced support**
26 **schools.**
27

28 Section E

29
30 The Association and the Employer agree that the entry of assignments with grades may
31 need to be more frequent at ~~Level 2 and 3~~ **enhanced support** schools.
32

33 Section F

34
35 The Association and the Employer agree that improvement of ~~Level 2 and 3~~ **enhanced support**
36 schools is of critical importance and that the Superintendent, in consultation with school
37 principals, may transfer a teacher from a ~~Level 2 or 3~~ **an enhanced support** school to another
38 school for good cause and to address educational needs.
39
40