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JCBE-JCTA Agreement
2013-2018

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Equal Opportunity/Affirmative Action Employer
Offering Equal Educational Opportunities

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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.

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- 14. Vacancy means a position in the bargaining unit approved by the Board but not having a teacher of record.
- 15. Teacher of Record means an individual in the bargaining unit who is filling a position with a change form completed by Personnel to verify the same.
- 16. Overstaff means a condition where a teacher is involuntarily placed on the transfer list.
- 17. Laid Off is a condition in which a teacher's contract is suspended due to lack of a teaching position.
- 18. Restricted Certification is a condition in which a teacher's certificate is not considered valid for teaching in the Jefferson County Public Schools due to lack of adequate teaching positions in the certification area. The teacher would be laid off in a restricted certification area if it were not for having a second certification that allows a teacher to maintain a position with the Employer.
- 19. Least Restrictive Environment is that education setting or program in which the identified child can function most effectively based upon his/her unique needs and capabilities.
- 20. Resource Room is a special education class configuration in which a student identified by an ARC may spend up to 50% of the student day.
- 21. Special Area Teacher is an elementary art, music, physical education or computer teacher who is assigned to work in different building locations on different days of the week.
- 22. Traveling Teacher means a teacher who works at different building locations on the same day of the work week.
- 23. Certificated means possessing a certificate issued by the Commonwealth of Kentucky.
- 24. School Centers shall mean a building(s) in which teachers are assigned to supervise students.
- 25. Home School means where the employees report their time and attendance.

1 ARTICLE 2 – SCHOOL BOARD AUTHORITY

2
3 Section A The Board of Education of Jefferson County, Kentucky hereby
4 specifically retains and reserves unto itself, the Superintendent, the
5 principals/school heads, and other administrative personnel of the school system
6 all powers, rights, authority, duties and responsibilities, and the exercise thereof,
7 as conferred upon and delegated to and vested in them by the Constitutions and
8 the Laws and Regulations of the United States of America and the
9 Commonwealth of Kentucky except as otherwise specifically provided for in this
10 agreement.

11
12 Section B All school management personnel shall carry out the following
13 responsibilities:

- 14 1. Adhering to the provisions of this Agreement
- 15 2. Complying with the Board’s rules and regulations which are necessary
16 to implement the provisions of this Agreement.
17
18
19
20

21 ARTICLE 3 – RECOGNITION

22
23 The Employer recognizes the Association as the official representative of
24 certificated personnel in the school system who are employees as defined in
25 Article 1 – Definitions, in addition to employees who function as teachers and are
26 paid on the Teachers Salary Schedule, Job Family III. In addition, Occupational
27 Therapists, Physical Therapists, and Speech Therapists shall be considered a
28 part of the bargaining unit. Personnel who are substitutes (including those who
29 are temporary appointees in positions reserved for employees under contract)
30 and those holding any other position for which the school system requires
31 certification in administration or supervision and/or for which the pay is calculated
32 on the teachers’ salary schedule plus the administrators addendum including
33 Acting and Intern are specifically excluded from this recognition.
34
35

36 ARTICLE 4 – ASSOCIATION RIGHTS

37
38 Section A The Parties agree that the Association as representative of
39 employees shall have the right to use the school system’s courier service (to the
40 extent permitted by statute, regulation, or court order) and employee distribution
41 boxes for the purpose of distributing Association communiqués to employees.
42 Such communiqués shall be considered personal and shall not be opened by any
43 person other than the addressee. The Association shall have the privilege of
44 posting notices of the activities and matters of Association concern on employee
45 bulletin boards, at least one of which shall be provided in each school. The
46 Employer shall provide PONY pick-up service every Tuesday at the Association

1 office between the hours of 3:30 p.m. and 4:00 p.m. Any items picked up on
2 Tuesday will be delivered to members on Wednesday of the same week. No
3 overtime will be authorized for distribution of JCTA materials through the PONY.

4
5 Material endorsing or opposing a candidate for public office, material which
6 encourages employees to violate any law or this Agreement, or material which
7 has as its effect the interfering with employees' rights guaranteed by law or this
8 Agreement shall not be distributed through the courier service or employee
9 distribution boxes nor distributed in any manner which would interfere with or
10 interrupt normal school operations or posted in any schools by the Parties or any
11 of their agents.

12
13 The Association shall provide in advance to the office of the Superintendent or
14 designee four (4) copies and to the office of the principal or school head one (1)
15 copy of any material to be distributed or posted.

16
17 The Employer agrees to permit the Association access to the email system. The
18 same rules, as stipulated in the labor agreement that govern use of the school
19 system's courier service by the Association, as well as the JCPS Net Employee
20 Acceptable Use Policy, shall apply.

21
22 The Association shall save the Employer harmless against any claims, legal or
23 otherwise, arising out of use of the Employer Courier Service or email system.

24
25 In compliance with this Article, the Association shall have the right to use the
26 District's PONY or email system to provide information or advocate a position on
27 matters of public interest.

28
29 Section B The Association shall have the right to use schools for meetings at
30 reasonable times before or after the employees' normal workday, scheduling
31 such use in advance with the principal or school head. Should special custodial
32 services be required or should there be any damage in excess of the normal
33 wear the Employer shall make a reasonable charge for such services or damage.
34 The Association shall save the Employer harmless against any claims, legal or
35 otherwise, arising out of such use provided the Association is given the
36 opportunity to provide all necessary legal services to defend such claims.

37
38 Section C Full-time staff employed by the Association, the Association
39 President or identified designee and Association building representatives
40 exclusively shall have the right to transact official legal Association business on
41 school property at such reasonable times as will not interfere with or interrupt
42 normal school operations. The Association shall provide the Superintendent or
43 designee and each principal or school head with a list of persons serving in these
44 capacities and maintain its currency. The list provided to each principal or school
45 head need not contain the names of building representatives for other schools.

1 Section D The Association building representative shall upon request be given
2 time prior to or after each faculty meeting for brief announcements. The school
3 communication system shall be made available according to procedures of the
4 school for use by an Association building representative to make brief
5 announcements concerning meetings. The building representative shall be
6 provided a school roster showing the names, addresses, and assignments of all
7 employees.

8
9 Section E The Employer shall provide to the Association upon request a copy
10 of the official agenda in advance of Board meetings except for those items
11 privileged by law. The Employer shall make available for inspection to the
12 Association upon request any information available to the public. The Parties
13 shall make available upon written specific request to each other any statistics
14 and records routinely compiled which are not confidential and which are relevant
15 to negotiations or necessary for the proper administration of the terms of this
16 Agreement.

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

29
30 Employees new to the school district will be provided with a window of thirty (30)
31 calendar days during which they may indicate their desire to not have any money
32 equal to the dues stipulated by the Jefferson County Teachers Association
33 deducted from their paychecks.

34
35 The thirty (30) calendar day period for rejection of membership into the Jefferson
36 County Teachers Association will begin on the date the employee new to the
37 school system signs a contract of employment with the school district.

38
39 The Employer will deduct specified dues except from those individuals that have
40 notified the Employer in writing within thirty (30) calendar days after eligibility for
41 representation, or who have notified the Association in writing during the
42 membership resignation period designated as July 1 through July 30.

43
44 When said employee declines membership or accepts membership, a copy of
45 that form complete with hire date and date of membership drop or acceptance
46 will be provided to the Association.

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

6
7 Failure of any employee to revoke dues deductions or decline membership by
8 the agreed upon method and/or within the agreed upon timelines specified in the
9 Article will result in membership in the Association.

10
11 Section G The principal or head of each school and the Association building
12 representative(s) shall meet upon request at least bimonthly to discuss
13 implementation of the provisions of this Agreement and other items of mutual
14 concerns.

15
16 Section H The Superintendent and/or designee and the Association President
17 and/or designee shall meet at least bimonthly to discuss implementation of the
18 provisions of this Agreement and other items of mutual concern.

19
20 Section I The Employer shall provide the Association on the same schedule
21 as used for dues deduction transmittal, the following information electronically:

- 22
- 23 1. Employee's name (last, first)
- 24 2. Dues deduction status
- 25 3. Employee's Social Security number
- 26 4. Employee's mailing address (including zip code)
- 27 5. Employee's work location (where the employee reports their time and
28 attendance)
- 29 6. Employee's seniority date
- 30 7. Current valid certificates (up to 8 endorsements)
- 31 8. Race/sex code
- 32 9. Salary schedule placement (rank and step)
- 33 10. Career incentive increments
- 34 11. Extra Service Pay Schedule assignments
- 35 12. Employee's home phone number(s)

36
37 The Association shall save the Employer harmless against any claims, legal or
38 otherwise, related to the providing of this information to the Association and its
39 use of such information.

40
41 Section J An employee shall be afforded an opportunity to have a
42 representative of the Association present in any conference which may lead to
43 disciplinary action.

44
45 Section K The Employer shall make available upon written request by the
46 Association copies of each school building's monthly budget report, activity fund,

1 vending machine funds, any athletic funds, and any and all other building
2 accounts. The reports will be provided by computer disk or hard copy at the
3 District's discretion.

4
5 Section L Any and all district-wide committees shall have Association
6 representation. All such Association representation shall be appointed by the
7 President of the Association. The Association shall be entitled to at least two (2)
8 representatives on committees consisting of ten (10) to twenty (20) members;
9 and at least three (3) representatives on committees larger than twenty (20)
10 members. Nothing contained herein shall preclude the Employer from appointing
11 up to an equivalent number of employees to committees that are not appointed
12 by the Association, but in no case shall the number of Employer selected
13 employees exceed the number of employees selected by the Association.
14 Should either party object to an employee appointed by the other party, the
15 parties shall meet and confer prior to final appointment.

16
17
18 ARTICLE 5 – EMPLOYEE RIGHTS
19

20 Section A The Employer agrees there shall not be any discrimination against
21 any employee by reason of race, creed, color, marital status, gender, sexual
22 orientation, disability, age, national origin, or whether said employee is a
23 member of the Association.

24
25 Section B The Association agrees not to discriminate with regard to
26 representation of employees in the administration of this Agreement or with
27 regard to terms and conditions of membership because of age, gender, sexual
28 orientation, disability, race, marital status, color, creed or national origin.

29
30 Section C The Parties agree that the provisions of this Agreement shall be
31 applied to all employees without discrimination on the basis of membership or
32 non-membership in the Association.

33
34 Section D Nothing contained herein shall be construed to deny or restrict any
35 rights any employees may have under the Constitutions and Laws of the United
36 States or of the Commonwealth of Kentucky.

37
38 Section E No adverse action of any kind shall be taken by the Employer or
39 any of its agents against any employee for reason of participation in negotiations,
40 the administration of this Agreement, the performance of duties or the exercise of
41 the rights of citizenship. No adverse action of any kind shall be taken by the
42 Association or any of its members or agents against the Employer, the
43 Superintendent or other administrators for reason of participation in negotiations,
44 the administration of this Agreement, the performance of duties, or the exercise
45 of the rights of citizenship.

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

4
5 Section G An employee shall not be required to carry out an order which is not
6 a part of the employee's professional responsibility.

7
8 Section H All employees shall carry out the following responsibilities:

- 9
10 1. Complying with the Employer's rules and regulations which are not
11 inconsistent with this Agreement.
12
13 2. Adhering to the provisions of the Agreement.

14
15 Section I Neither the employee nor the Employer shall record a meeting
16 without knowledge of the other.

17
18 Section J When information is available in the School Center office,
19 employees shall be informed when special education students and/or students
20 with special needs/health are placed into a particular class.

21
22 Section K The Employer and the Employees agree to implement and comply
23 with all applicable provisions of Commonwealth of Kentucky law governing
24 student discipline records and reporting procedures. The Employer shall notify
25 each employee, where applicable, of the existence of any permanent student
26 discipline records, as defined by law, that pertain to the students to whom the
27 employee provides educational or related services. The Employer shall share
28 the contents of those student discipline records with each employee within seven
29 (7) days that the student is placed in their classroom.

30
31 The parties agree to comply with all confidentiality and reporting requirements
32 concerning student records as required by law.

33
34 Section L If any school chooses to consider a deviation from this Agreement,
35 the decision making process shall include an opportunity for all employees to
36 share their opinion. Such a decision shall not be implemented in any school year
37 without at least two-thirds (2/3) concurrence of the employees. It is expressly
38 understood that any and all contract deviations sunset at the end of the each
39 school year. Should the employees wish to maintain a sun-setting deviation, a
40 new deviation of the agreement must occur. A contract deviation vote that fails
41 to obtain the needed two-thirds (2/3) concurrence may not be re-voted on for
42 twelve (12) months from the original vote unless both parties agree.

43
44 The following articles shall not be deviated from in the implementation of SBDM:

- 45 Article 7 Student Discipline
46 Article 8 Employee Evaluation

1	Article 9	Employee Discipline
2	Article 10	Personnel Files
3	Article 16	Transfers
4	Article 18	Lay-Off/Recall
5	Article 27	Compensation
6	Article 29	Grievance Procedure

7
8 Employees who participate on committees established by SBDM Councils will be
9 selected in accordance with local school Council policy. All committee
10 participation that exceeds the weekly meeting maximum as defined in Article 11
11 – Teaching Load and Duty Hours will be voluntary.

12
13 Section M The Parties agree that SBDM Councils may adopt and enforce
14 policies pertaining to the matters that are dealt with in the provisions of the
15 Agreement that are listed below even if the adopted policies conflict with these
16 provisions. However, the provisions of the Agreement that are listed below shall
17 be enforceable and recognized as binding throughout the District, except to the
18 extent that a SBDM Council has taken lawful actions at a specific school that are
19 contrary to the provisions listed below. If the policies, decisions or actions of a
20 SBDM Council conflict with any provisions of the Agreement that are not listed,
21 those policies, decisions and actions shall not be enforceable or recognized as
22 valid:

- 23
- 24 Article 6 - Academic Freedom; Sections C and D
- 25 Article 11 - Teaching Load and Duty Hours;
- 26 Sections A, B, C, D, E, F, H, K and Q
- 27 Article 12 – Class Size; Sections A, B, C, E and F
- 28 Article 13 – Materials and Facilities; Sections A, B, C, E, F and H
- 29 Article 15 – Assignment; Preamble and Sections A, B, C and I
- 30 Article 23 – Team Leaders, Dept. Heads and Grade Group Leaders;
- 31 Article 24 – Librarians; Section B
- 32

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

39
40 Sick leave shall be prorated monthly or major fraction thereof and compensation
41 shall be prorated from the salary schedules in Article 27.

42
43 Section O Employees and administrators shall be treated in a professional
44 manner at all times.

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

4
5 Section Q Employees, except Resource Teachers, shall not be required to
6 chair ARC's.

7
8 Section R Early Childhood classrooms shall be staffed according to the
9 requirements of the Commonwealth of Kentucky.

10
11 Section S All student records, when requested, shall be forwarded to the
12 receiving school within seven (7) days, if available.

13
14 Section T The Employer shall provide Safe Crisis Management training for
15 any employee requesting such training.

16
17 Section U If requested by any employee, employee votes shall be by secret
18 ballot.

19
20 Section V Employees shall be free to join or not join the Association. No
21 employee shall be discriminated against by either the Employer or the
22 Association because of membership or non-membership in any organization. In
23 the event an employee chooses not to become a member of the Association, the
24 Association reserves the right to require that the employee contribute to the
25 Association the fair share of the cost of representation by the Association, as
26 certified to the Employer by the Association. The Employer shall deduct the fair
27 share amount from the wages of said non-members and shall forward such
28 amounts to the Association, at the same time, and in the same manner, as for
29 membership dues paid by those employees holding Association membership.

30
31 The Association agrees to certify to the Employer only such fair share costs as
32 are allowed by law, and further agrees to abide by the decision of courts of
33 competent jurisdiction and any arbitrators' decision, in this regard. The
34 Association agrees to inform the Employer of any change in the amount of fair
35 share costs.

36
37 The Association shall provide employees who are not members of the
38 Association with an internal mechanism within the Association which is
39 consistent with the requirements of State and Federal law, and which will allow
40 those employees to challenge the fair share amount certified by the Association
41 as the cost of representation and receive, where appropriate, a rebate of any
42 monies to which they are entitled.

43
44 When amounts have been correctly deducted and remitted by the Employer, the
45 Association shall save the Employer harmless against any claims, legal or
46 otherwise, for deduction of fees based on information furnished by the

1 Association if the Association is given the opportunity to provide all necessary
2 legal services to defend such claims.

3
4
5 ARTICLE 6 – ACADEMIC FREEDOM
6

7 The Parties agree that academic freedom is an integral part of the attainment of
8 education goals of the school system.

9
10 Section A The Parties agree that young people should be educated in the
11 democratic tradition which fosters a recognition of individual freedom and social
12 responsibility, inspires meaningful awareness of and the respect for the
13 Constitutions and Laws and instills appreciation for the value of individual
14 personality. It is recognized that these values can best be transmitted in an
15 atmosphere which is free from censorship and artificial restraints upon free
16 inquiry and learning, and in which academic freedom is encouraged and enjoyed.

17
18 Section B In performing their teaching duties, employee shall strive to provide
19 students opportunity to investigate all facets, sides, and/or opinions of and about
20 any and all topics and materials introduced or presented including those which
21 are or may be of a controversial nature. Such material presented to students
22 must be relevant to the course and appropriate to the maturity level and
23 intellectual ability of the students. Employees shall permit the expression of the
24 views and opinions of others and encourage each to form individual views and
25 opinions through such procedures. Employees shall at all times strive to promote
26 tolerance for the views and opinions of others and for the privilege of individuals
27 to form and hold differing views and opinions.

28
29 Section C The plan book and grade book used in the district shall be mutually
30 agreed upon between the parties of this Agreement. Individual employees and
31 supervisors can agree to use an alternate plan book and/or grade book. Lesson
32 plan books may be used as a collaborative tool between supervisor and teacher
33 to enhance the quality and delivery of instruction. Teachers may refer to other
34 documents and materials (such as curriculum guides, IEPs, 504 Plans or teacher
35 guides) but are not required to copy them into the lesson plan books.

36
37 The Employer and the Association mutually agree to use Infinite Campus or any
38 subsequent state adopted electronic grade and attendance software system
39 provided by the Employer. The Employer shall make available adequate and
40 appropriate ongoing professional development on the use of the electronic grade
41 and attendance software system. Online access to the electronic grade and
42 attendance system will be provided by the Employer. Employees shall be
43 required to enter assignments with grades no more than once every three (3)
44 weeks. Employees shall be required to enter attendance once daily prior to the
45 start of instruction in elementary school locations, and by class period in middle
46 and high school locations. In the event, the speed of onsite data transfer is not

1 adequate for timely data entry, the employer will allow for alternative methods for
2 collecting onsite classroom data.

3
4 Section D Employees shall be given four (4) days after the end of each
5 grading period to submit students grades except for the end of semester grades
6 for students classified as seniors which shall be due in a minimum of thirty-six
7 (36) hours.

8
9
10 ARTICLE 7 – STUDENT DISCIPLINE

11
12 Section A The Parties agree to effectively carry out the *Code of Acceptable*
13 *Behavior and Discipline* and the *Student Bill of Rights* adopted by the Employer.
14 The Association shall be a party to any evaluations and necessary revision of this
15 Code that shall continue to provide for elementary, middle and high school
16 needs.

17
18 Section B Principals and school heads shall review annually with employees
19 the procedures and provisions of the *Code of Acceptable Behavior and Discipline*
20 and the *Student Bill of Rights*.

21
22 Section C The provisions of the *Code of Acceptable Behavior and Discipline*
23 and the *Student Bill of Rights* shall be subject to the Grievance Procedure.

24
25 Section D The Employer shall strive to provide a learning environment that is
26 safe and free from interruptions by disruptive students.

27
28 Section E Employees may, in compliance with the *Code of Acceptable*
29 *Behavior and Discipline* and the *Student Bill of Rights*, temporarily remove a
30 disruptive student from the classroom.

31
32
33 ARTICLE 8 – EMPLOYEE EVALUATION

34
35 The performance of all employees shall be evaluated according to procedures
36 developed by the Employer or its agents. Such procedures shall be limited by
37 the provisions of Section A. Upon the observation of significant deficiencies in
38 work performance, the provisions of Section B or C, whichever is applicable,
39 shall be followed in addition to those in Section A. Any evaluation used as a
40 basis for adverse action shall be conducted according to Section B or C in
41 addition to
42 Section A.

43
44 Section A General Evaluation Procedure
45

- 1 1. All monitoring or observation of work performance of an employee
2 shall be conducted openly and with full knowledge of the employee.
3
- 4 2. All evaluations shall be in writing. If evaluation forms not requiring
5 narrative style are used, they shall be jointly designed by the Parties.
6
- 7 3. Observations by the evaluator shall be required prior to the evaluation of
8 an employee's classroom work performance.
9
- 10 4. Evaluations shall acknowledge the strengths of employees, as well as
11 deficiencies, and shall note all data used to support the conclusions
12 made by the evaluator. The evaluator shall make a fair and objective
13 effort to determine whether deficiencies have been corrected.
14
- 15 5. Employees shall be evaluated only by appropriate administrators with
16 rating authority in compliance with state law and regulation.
17
- 18 6. The evaluator shall take into consideration and note in writing any
19 circumstances that may adversely affect an employee's performance.
20
- 21 7. Student test scores may be used to evaluate achievement and
22 progress of students and the district's instructional program; however,
23 these scores shall not be used in any way to evaluate the work
24 performance of employees unless they agree voluntarily.
25
- 26 8. A conference shall be held between the evaluator and the employee
27 after the written evaluation is received by the employee.
28
- 29 9. The employee shall be notified in advance of the time and date of one
30 (1) observation for evaluative purposes.
31
- 32 10. Evaluations must be completed no later than April 15 and submitted to
33 the employees by no later than May 1 except for those employees who
34 have been identified as having significant deficiencies in which case
35 the provisions in Section B of this article will apply.
36
- 37 11. The performance of all Special Area Teachers/Traveling employees
38 shall be evaluated by each principal.
39
- 40 12. An Advisory Committee, including employees nominated by the
41 Association shall be established annually for the purpose of reviewing
42 and recommending modification, if any, to the evaluation plan.
43
- 44 13. Tenured employees will be evaluated at least every three years. Non-
45 tenured employees will be evaluated yearly. Employees on deficiency
46 may be evaluated within the year of the deficiency.

1
2 Section B When significant deficiencies in work performance have been
3 observed:

- 4
5 1. They shall be noted in writing and discussed with the employee in a
6 conference.
7
- 8 2. The evaluator shall observe the employee's work performance a
9 minimum of four (4) 30-minute periods within a twelve-week period (60
10 worked days) beginning with notification. For the employee not
11 assigned to a classroom, the evaluator must observe the work
12 performance of the employee for four (4) 30-minute periods when the
13 employee is fulfilling the employee's job responsibilities.
14
- 15 3. Each observation shall be followed by an evaluator/evaluatee
16 conference within the first five (5) days the employee is at work
17 following the observation.
18
- 19 4. The evaluator shall identify professional staff services and/or materials
20 that the employee may use to help correct the identified deficiencies.
21 There shall be identified at least one (1) professional staff person who
22 will not evaluate the employee, but who will be available to assist/help
23 a teacher on deficiency correct the identified deficiency areas.
24
 - 25 a) Once the Employer has identified the professional staff person to
26 be assigned, the employee on deficiency will have the option of
27 waiving any contractual right to assistance from the non-evaluative
28 professional staff person assigned.
29
 - 30 b) The employee, the Association and the Employer will confirm in
31 writing via a mutually agreeable form that the required assistance
32 has been offered and/or the employee has waived their right to the
33 assistance. This will occur within the first ten (10) days after the
34 notice of significant deficiency is issued. Should the employee
35 refuse to confirm the offer in writing, the Employer will confirm the
36 refusal in writing and provide the Association a copy.
37
 - 38 c) The Association and the Employer agree that the non-evaluative
39 professional staff person assigned to provide assistance will not
40 provide any testimony or evidence, before any arbitrator,
41 concerning the teacher on deficiency. However, the Employer may
42 provide evidence of dates, times, and description of assistance
43 provided.
44
- 45 5. The Evaluator shall summarize the observations and conferences in
46 writing and provide a copy to the employee.

1
2 Section C Exception

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

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

15
16 Section E Non-Renewal

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

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

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

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

4 ii) An evaluator/evaluatee conference within the first ten (10)
5 days the employee is in attendance following each
6 observation. The evaluator will provide recommendations
7 for improvement.
8

9 iii) The evaluator's written summary of observations and
10 conferences.
11

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

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

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

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

33 iv) The Review Committee shall then issue a recommendation
34 to the Superintendent concerning the teacher's request for
35 an additional contract. If possible, the Review Committee
36 will submit a joint recommendation. If not, differing
37 recommendations will be submitted.
38

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

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

- 3
4 9. All the preceding provisions of Article 8, Section E, do not apply to
5 tenured teachers.
6

7
8 ARTICLE 9 – EMPLOYEE DISCIPLINE
9

10 Section A No employee (including tenured, non-tenured) covered under the
11 terms of this agreement shall be disciplined, reduced in compensation,
12 suspended for disciplinary reasons, terminated, or adversely evaluated without
13 just cause. To have just cause, the Employer or its agents must comply with the
14 following:
15

- 16 1. The employee has had opportunity to have foreknowledge of the
17 possible or probable disciplinary consequences of the conduct or
18 performance.
19
20 2. The rule or order is reasonably related to the efficient and safe
21 operation of the District.
22
23 3. Before administering discipline, the Employer did made an effort to
24 discover whether the employee did, in fact, violate a rule, regulation or
25 order of management.
26
27 4. The Employer’s investigation was conducted fairly and objectively.
28
29 5. The investigation produced substantial evidence or proof that the
30 Employee was guilty as charged.
31
32 6. The District applied its rules, orders and penalties without
33 discrimination.
34
35 7. The degree of discipline administered in the particular case reasonably
36 related to:
37
38 a) The seriousness of the employee’s proven offense; and
39
40 b) The employee’s record of District service.
41

42 All information forming the basis for disciplinary action will be made available to
43 the employee.
44

45 Section B Any employee who is to be reprimanded in writing or formally
46 disciplined by the Employer or its agents shall have the right to a meeting with

1 the Superintendent/designee. A Representative of the Association may be
2 present when requested by the employee. Any employee who is to be
3 reprimanded in writing shall have the right to a meeting with the person issuing
4 the written reprimand.

5
6 Section C Any complaint made against an employee which may be used in
7 any manner to adversely affect the employee shall be first promptly called to the
8 attention of the employee. The employee must be afforded an opportunity to
9 answer the complaint and meet with the complainant within two (2) weeks of
10 receipt of the complaint in order to clarify the situation.

11
12 In order for the complaint to be made a matter of record, the principal or
13 appropriate administrator must then discuss the matter in a conference with the
14 employee absent the complainant at which time the employee may have a
15 representative of the Association present. A written summary of the conference
16 shall be made with a copy provided to the employee who will have the
17 opportunity to make a written response for inclusion in the record. The written
18 summary may then be used to support a reprimand, if appropriate, or as a part of
19 the next formal written evaluation.

20
21 Section D When a tenured employee is being terminated, the Association will
22 meet with the employee and notify the Employer of which alternative remedy of
23 appeal will be pursued. The employee may select either the tribunal process
24 provided for by statute or the arbitration process provided for in this Agreement.
25 If the employee selects the tribunal process, the employee will notify the state of
26 intent to appeal and thus waive the contractual rights to arbitration under this
27 Agreement. If the employee and the Association opt to use the grievance-
28 arbitration procedure, the employee waives the right to a tribunal. If the
29 employee opts to pursue a complaint using another agency, the Parties agree to
30 hold the grievance in abeyance until the agency complaint is resolved.

31
32
33 **ARTICLE 10 – PERSONNEL FILES**

34
35 Section A Contents

- 36
37 1. No documents except those listed below shall be placed in an
38 employee's personnel file:
39
40 a) Certification/license, ranks under Foundation Program;
41
42 b) Change of Status forms, re-election forms, requests/approvals of
43 leaves of absence and correspondence relating to such requests;
44
45 c) Transcripts, official notifications from universities/colleges;
46

- d) Applications, letters of application, health data, 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 cards.

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

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

Section B Review of File

1. Except for the confidential contents therein, an employee may examine the personnel file upon request. A Personnel Services representative must be present when the file is reviewed.

2. An employee may request and shall receive at the employee's expense a reproduction of any item in the personnel file, exclusive of the confidential contents.

- 1
2 3. An employee may have a representative of the Association present at
3 any time the personnel file is being reviewed by the Employee.
4
5

6 ARTICLE 11 – TEACHING LOAD AND DUTY HOURS
7

8 Section A The normal weekly teaching load in the senior high schools, middle
9 schools, and special schools (except exceptional child education schools) will be
10 no more than twenty-five (25) teaching periods or equivalent time, and five (5)
11 preparation periods. If a school is structured so that it has more or less than six
12 (6) periods in a school day, the teachers will be provided no less than fifty (50)
13 consecutive minutes for planning. A supervised study or lunch period or similar
14 duty of equivalent time shall be considered a teaching period for which
15 volunteers will be given priority. Student intervention/remediation for which
16 lesson plans are not required shall not be considered a teaching period.
17 Intervention/remediation time shall not be considered planning time.
18

19 Section B The normal duty hours of all Employees, except for Social Workers,
20 Resource Teachers, Special Instructional Assistants in schools, and other such
21 Employees, shall not exceed seven (7) consecutive hours including a duty-free
22 lunch period and any early or late duty. Principals shall first seek volunteers for
23 early or late duty. If there are not enough volunteers, the principal shall assign
24 employees on a rotation basis to early or late duty.
25

26 The normal duty hours of Social Workers, Resource Teachers, Special
27 Instructional Assistants in schools, and other such Employees shall not exceed
28 seven and one-half (7 ½) consecutive hours in length including a duty-free lunch
29 period.
30

31 Upon notification to the school office and approval by the Principal or the School
32 head, an Employee may leave the premises during duty hours.
33

34 Section C Routine matters should be handled in such a way (written
35 communications, announcements, etc.) as to permit optimum use of faculty
36 meeting time for discussion, planning, and evaluation of the school's program. A
37 written agenda with specificity shall be distributed by noon of the day before
38 regularly scheduled faculty meetings. Absent a timely agenda, a faculty meeting
39 will not occur. Faculty meetings shall begin no later than twenty (20) minutes
40 after the student day and shall last no longer than sixty (60) minutes. Attendance
41 at faculty meetings and all other meetings beyond the Employee's normal duty
42 hours shall not exceed one (1) hour per week.
43

44 Section D Every reasonable effort will be made to schedule Open House as
45 far in advance as possible. There will be no mandatory faculty meetings during
46 the week that Open House is held. Attendance at all other meetings and all other

1 duties beyond the Employee's normal duty hours shall be voluntary except for
2 parent conferences which shall be scheduled when possible to take place within
3 normal duty hours. Mandatory attendance at meetings, including ARCs, beyond
4 the one (1) hour per week will be paid at the hourly rate of pay except for Open
5 House and parent conferences.

6
7 The appropriate forms for all teachers to complete and turn in to be paid for extra
8 service for mandatory meetings and/or making up their planning time after school
9 shall be available online on the Employer's website.

10
11 Section E Employees in the senior high schools and middle schools shall not
12 be required to have more than three (3) teaching preparations concurrently
13 during any one major grading period. Student intervention/remediation for which
14 no lesson plans are required, shall not be considered a teaching period and any
15 preparation shall not be considered in the determination of this three (3)
16 preparation maximum.

17
18 Principals or Heads of schools shall make every reasonable effort to keep to a
19 minimum the number of different courses taught per employee.

20
21 Section F Elementary teachers (primary program through grade 5) shall
22 normally be provided two hundred and fifty (250) minutes of preparation time per
23 week for the school year.

24
25 To the extent possible, planning time will be provided each day and will be
26 balanced throughout the week.

27
28 Section G All Employees shall have a duty-free lunch period of at least twenty
29 (20) minutes.

30
31 Section H The Parties recognize that a teacher's primary responsibility is to
32 teach. The school day shall be organized toward ensuring that the energies of
33 the teacher are used primarily to this end. Every reasonable effort will be made to
34 contain and reduce non-instructional duties through the use of all available
35 school resources.

36
37 Section I Employees shall not be required to give medication to students
38 unless they have been provided with specific written instructions and training
39 where appropriate and with signed notarized requests by parents or guardians.

40
41 Section J The Employer shall maintain a program to provide substitutes for
42 teachers when they are absent. This provision shall not apply to providing
43 substitutes for Social Workers, Reading and Math Resource Teachers, Special
44 Instructional Assistants, Speech and Hearing Impaired Teachers, Middle School
45 and High School and special school Librarians, Elementary Exceptional Child

1 Education Resource Teachers, Federal Program/Grant Award Teachers, and
2 other such Employees.

3
4 When a teacher is not provided a substitute due to lack of availability, following
5 approval of the Substitute Teacher Center, volunteers will be sought to provide
6 coverage of classes. Employees will provide coverage only during planning time
7 and will complete their planning time at the end of the same school day at the
8 work site. Employees shall be paid their hourly rate for the extra assigned duties.

9
10 Section K Employees are to attend the faculty meeting at the school where
11 they end their day.

12
13 Section L Every reasonable effort will be made to reduce paperwork.

14
15 Section M Elementary Special Area Teachers shall collaborate in the
16 development of their teaching schedule with the building teaching staff and the
17 building principal. The Special Area teaching schedule shall not be altered
18 without involving the same collaborative process.

19
20 Section N Special Area Elementary Art, Music, Physical Education and
21 Computer Teachers shall have no more than one (1) hall bulletin board assigned
22 to them for preparation per building assigned.

23
24 Section O Special Area Elementary Art, Music, Physical Education and
25 Computer Teachers shall have no more than one major and one minor exhibition
26 in each school. It is also the responsibility of the Special Area Teachers to work
27 with regular teachers when preparing other programs.

28
29 Section P Special Area/Traveling Teachers are to report their absence to the
30 Principal of the first school to which they are assigned on the days of the
31 absence, and are to request a substitute through the substitute center. All
32 Principals are responsible for reporting Special Area/Traveling Teachers'
33 absences daily to the home location for payroll records.

34
35 Section Q If faculty meetings are used for professional development as
36 planned by the SBDM process, that time shall be counted as referred to in Article
37 11, Section C.

38
39 Section R Special Area Teachers of the hearing impaired shall have the right
40 to stay at a home school in their assigned region where they are already
41 established, regardless of the number of students that are currently enrolled at
42 that school, subject to availability of space, materials and equipment, principal
43 and teacher acceptance, and region changes.

44
45 Section S Special Area Teachers of the Vision Impaired shall have the right to
46 stay at a home school in their assigned region where they are already

1 established, regardless of the number of students that are currently enrolled at
2 that school, subject to availability of space, materials and equipment, Principal
3 and teacher acceptance and region changes.

4
5
6 ARTICLE 12 – CLASS SIZE
7

8 Section A The Parties agree that the following are important factors in
9 establishing class size:

- 10
11 1. Range of pupil age and achievement levels;
12
13 2. Pupil enrollment in achievement levels and courses;
14
15 3. Exceptionality of pupils enrolled in regular program classes;
16
17 4. Number of available usable pupil stations;
18
19 5. Appropriateness of the facility to the curriculum and methods of
20 instruction to be used;
21
22 6. Availability of equipment for adequate teaching demonstration and
23 pupil use;
24
25 7. Conditions which affect the health, safety and supervision of pupils;
26
27 8. Other professional and paraprofessional staff and technology;
28
29 9. Financial resources of the District; and
30
31 10. Law and regulations.

32
33 Section B Pupil class size after the 20th pupil day from the beginning of the
34 school year will not exceed the standards set forth by the state in laws and
35 regulations with *maximum limits* established as follows unless the teacher
36 agrees:

37
38 1. Elementary Schools

- 39
40 Primary - 24
41 Grade 4 - 28
42 Grade 5 - 29

43
44 Exceptions – Physical Education, Choral and Instrumental Music

45
46 2. Middle Schools

- 1
- 2 Technical - 27
- 3 Grade 6 - 29 (150 daily load)
- 4 Grade 7/8 - 31 (150 daily load)
- 5 Physical Education - 50
- 6 Typing - 40

7

8 Exceptions – Choral and Instrumental Music

9

10 3. High Schools

- 11
- 12 Technical - 27
- 13 Technical/Gainful - 20
- 14 Individual - 31 (150 daily load)
- 15 Physical Education - 50
- 16 Typing - 40

17

18 Exceptions – Choral and Instrumental Music

19

20 4. Exceptional Child Education

21

22 The JCPS District operates Exceptional Child Education classes

23 according to membership for each disability and class plan as outlined

24 in the chart below.

25

26 “Caseload for Special Classes” means the number of children with

27 disabilities assigned to a teacher of exceptional children for the

28 purpose of providing individualized specially designed instruction and

29 related service in a special class setting.

30

31 “Caseload for resource teachers” refers to the maximum number of

32 student records for which a teacher can be assigned.

33

34 “Class Size for Resource Classes” means the number of children with

35 disabilities assigned to a teacher of exceptional children per period,

36 block, or specified length of time set by the individual school.

37

38 DISABILITY	39 CASELOAD	40 TOTAL	41 MAX. NO	42 AGE
38 AND CLASS		40 AGE	41 PER PERIOD	42 RANGE
39 PLAN		40 RANGE		42 PER
				42 PERIOD
43 <u>Visual Disability</u>				
44 Special Class	10	6 years	NA	NA
45 Resource Room	10	6 years	8	4 years
46				
47 <u>Hearing Impaired</u>				
48 Special Class	6	4 years	NA	NA

1	Resource Room	8	6 years	8	4 years
2					
3	<u>Physical Disability</u>				
4	<u>and Other Health</u>				
5	<u>Impaired</u>				
6	Special Class	16	6 years	NA	NA
7	Resource Class	20	6 years	10	6 years
8					
9	<u>Speech-Language</u>	65	NA	NA	NA
10					
11	<u>Emotional-</u>				
12	<u>Behavioral</u>				
13	<u>Disability</u>				
14	Special Class	8	4 years	NA	NA
15	Resource Class	15	6 years	8	4 years
16					
17	<u>Mental Disability –</u>				
18	<u>Mild Level</u>				
19	Special Class				
20	Primary – 6	15	4 years	NA	NA
21	Secondary 7 – 12	15	4 years	NA	NA
22	Resource Class				
23	Primary – 5	15	6 years	8	4 years
24	Grade 6	15	6 years	10	4 years
25	Secondary 7 – 12	20	6 years	10	4 years
26					
27	<u>Functional</u>				
28	<u>Mental Disability</u>				
29	Special Class	10	6 years	NA	NA
30	Resource Class	10	6 years	8	6 years
31					
32	<u>Specific Learning</u>				
33	<u>Disability</u>				
34	Special Class				
35	Primary – 6	10	4 years	NA	NA
36	Secondary 7 – 12	15	4 years	NA	NA
37	Resource Class				
38	Primary – 5	15	6 years	8	4 years
39	Grade 6	15	6 years	10	4 years
40	Secondary 7 – 12	20	6 years	10	4 years
41					
42	<u>Multiple Disabilities</u>				
43	Special Class	10	6 years	NA	NA
44	Resource Class	10	6 years	8	6 Years
45					
46	<u>Home/Hospital</u>				
47	<u>Special Area Teacher</u>	12			
48					
49	<u>Hospital Instruction</u>	15			
50					

51 5. “Collaboration” means, for purposes of determining a class size, a
52 teacher of exceptional children who works with children with disabilities
53 in the regular classroom to provide specially designed instruction and
54 related services. If a teacher of exceptional children provides services
55 through the collaborative model, the maximum caseload shall not

1 exceed twenty (20) children with disabilities for secondary, and fifteen
2 (15) children with disabilities for primary. When using the Collaborative
3 Teaching Model, the Special Education Teacher does not count as an
4 additional teacher in the general education classroom for the purpose
5 of increasing the number of students in a given class.
6

7 6. The teacher pupil ratio for on-site state agency school programs
8 serving state agency children shall average no more than ten (10)
9 students to one (1) teacher without a classroom aide and fifteen (15)
10 students to one (1) teacher with a classroom aide. A classroom that
11 exclusively serves students with the educational disabilities shall
12 comply with teacher pupil ratios for ECE classrooms.
13

14 7. Children with disabilities that meet the definition of autism; deaf-
15 blindness; developmental delay for ages six (6), seven (7) and eight
16 (8); and traumatic brain injury shall be served in regular classes,
17 special classes, or resource classes as determined by the ARC.
18

19 8. If caseload for special classes or class size for resource classes
20 exceeds the maximum specified in this section for thirty (30) days, a
21 LEA shall submit a waiver request to the Kentucky Department of
22 Education.
23

24 Section C The *maximum limits* for split grade classes shall be those
25 established for the lowest grade in class.
26

27 Section D The Parties agree that further reductions in pupil class size are
28 desirable and every reasonable effort will be made to make such reductions.
29

30 Section E Every reasonable effort will be made to keep the number and range
31 of all pupil instructional achievement levels to a minimum.
32

33 Section F Optimum consideration shall be given to the number of exceptional
34 child education pupils mainstreamed into regular classes in determining class
35 size and balancing workload.
36

37 Section G The Parties agree that Section B will be automatically re-opened for
38 negotiations within twelve (12) days following action to change by law or
39 regulations any class size maximum limits as of the effective date of this
40 Agreement when such changes are different from the limitations specified therein
41 and that such negotiations will be limited to the affected changes within that
42 section.
43

44 Section H If it becomes necessary to exceed maximum class size, the
45 involved teacher will have the following alternatives:
46

- 1 1. Compensation – Teachers will receives one-twelfth (1/12) of 10% of
2 the daily rate for Step 0, Rank III per day above their regular daily
3 compensation for each thirty (30) minutes or major fraction thereof
4 [sixteen (16) minutes] for each student that exceeds their maximum
5 class size after the 20th pupil day from the start of the school year; OR
6
- 7 2. Instructional Assistance – Teachers will receive a full time instructional
8 assistant for the period of time following the 20th pupil day that their
9 class size exceeds the maximum. If the class exceeds the maximum
10 by three (3) students or more, the teacher will receive two (2) full time
11 instructional assistants for the period of time following the 20th pupil
12 day that their class size exceeds the maximum.
13

14 ARTICLE 13 – MATERIALS AND FACILITIES

15
16
17 Section A The Parties recognize that optimum school facilities for both
18 students and employees are desirable to enhance a high quality of education.
19 Appropriate texts, library reference materials, maps and globes, laboratory
20 equipment, audio-visual equipment, art supplies, physical education equipment,
21 current periodicals, lesson plan books, standard tests and questionnaires,
22 telephones, computers and computer networks, and similar materials are the
23 tools of the teaching profession.
24

25 Section B Employees shall be provided with materials and facilities for lesson
26 preparations and other assigned duties. The Employer shall provide for
27 employees the following:
28

- 29 1. Access to duplicating services for the preparation of instructional
30 materials;
31
- 32 2. White boards, fans, file cabinets and bulletin boards where applicable;
33
- 34 3. Curriculum guides and desk copies of textbooks and workbooks
35 required for classes which will remain the property of the Employer and
36 shall be returned; however, desk copies of state adopted textbooks
37 shall be in the form of teaching manuals;
38
- 39 4. Classrooms or workspace as defined and approved according to state
40 regulations;
41
- 42 5. Record books, lesson plan books, paper supplies, erasers and other
43 such supplies and materials required by the Employer in daily teaching
44 responsibilities including materials for art, music, physical education
45 and computer in the elementary schools;
46

- 1 6. Restrooms;
- 2
- 3 7. Custodial care and maintenance;
- 4
- 5 8. A telephone in each standard classroom;
- 6
- 7 9. Restoration of teaching areas damaged by vandalism or other causes;
- 8
- 9 10. Internet access;
- 10
- 11 11. Access to electronic mail service; and
- 12
- 13 12. Lockable storage space.
- 14

15 Section C The Employer will make every reasonable effort to provide for
16 Employees:

- 17
- 18 1. Lockable desk where applicable;
- 19
- 20 2. Lounges for which they will be expected to exercise reasonable care;
- 21
- 22 3. Parking facilities (preferably off-street);
- 23
- 24 4. A system whereby Employees can effectively and expeditiously
- 25 communicate with the school office in the event of an emergency; and
- 26
- 27 5. Television receivers for supplementary instructional purposes.
- 28

29 Section D The Parties agree to encourage SBDM Councils to provide an
30 opportunity to request budget expenditures for instructional materials and
31 supplies.

32

33 Section E Development of the school budget shall be the responsibility of the
34 SBDM Council.

35

36 Section F All Employees shall know the amount of money budgeted for their
37 classrooms at least thirty (30) days prior to expending the money. Principals or
38 School heads shall provide the Employees with information on the amount of
39 money budgeted for instructional purposes prior to expending the money.

40

41 Section G Upon the request of Employees, Principals shall install drink and
42 snack vending machines in the lounges or other suitable locations.

ARTICLE 14 – SAFETY

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

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

ARTICLE 15 – ASSIGNMENT

Section A In high schools and middle schools, the Principal or School head, after consulting with the Department Head, will decide which courses to offer in each department. The Principal shall have the responsibility and the authority to assign teacher employees within a school to a department(s) based upon the following criteria: certification, preference, measurable employee capabilities, needs of educational program, seniority, and balance of workload.

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

Section B In the elementary school, the Principal or School head will meet with the teacher employees in the school to determine any changes in the assignment of teacher employees to each grade level(s). Assignments will be made using the following criteria: certification, preference, measurable employee capabilities, needs of educational program, seniority, and balance of workload.

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

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

Section E When Employees are involuntarily assigned to a position outside the scope of their teaching certificate, they will be given an opportunity for

1 assignment to a position for which they are properly certificated when vacancies
2 occur.

3
4 Section F In arranging schedules for Employees who are assigned to more
5 than one school, the amount of inter-school travel will be limited. Employees
6 who are assigned to more than one school in a school day will receive mileage
7 reimbursement consistent with the Commonwealth of Kentucky approved rate
8 and procedures. Rate changes, if any, will become effective July 1 each year.
9 The Employer will provide time to travel between schools.

10
11 Section G Special Area teachers such as elementary art, music, physical
12 education and computer services shall not be provided for Head Start or Pre-
13 School classes.

14
15 Section H All Special Area teachers shall be provided with five (5) minutes
16 between classes for set up purposes when there is a change in grade level.

17
18 Section I The following provisions will be utilized in staffing and determining
19 conditions of employment for employees in the Jefferson County High School:

- 20
21 1. Teaching opportunities in the Jefferson County High School are
22 advertised in *The Job List* for a two (2) week period. To be assured of
23 first consideration, applications must be received in the Personnel
24 Office by the announced time. All Employees must have a valid
25 Kentucky teaching license to satisfy the program needs.
26
27 2. Hiring priority will be given to regular day Employees who apply and
28 then to Employees on lay-off. Applications of all others will be
29 considered thereafter.
30
31 3. Employees under regular contract will be employed on extra service
32 basis for the Jefferson County High School and will be compensated
33 according to the applicable provisions of the collective bargaining
34 agreement.
35

36
37 ARTICLE 16 – TRANSFERS

38
39 Section A General Procedures

- 40
41 1. On request, the Employer shall electronically provide the Association a
42 list of all known teaching vacancies that need staffing for the
43 forthcoming school year. Prior to any teaching vacancies being posted
44 system-wide, Employees within the schools affected shall have first
45 consideration for said positions as per the Assignment Article. All
46 positions shall be placed in prominent locations in the schools.

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2. Employees desiring to transfer to another school shall electronically file a request with Personnel Services no later than April 18th. 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 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) Title I Reading only;
 - f) Title I Math only;
 - g) Instrumental Music only; or
 - h) Vocal Music only.
3. Employees requesting transfers will be ranked on a list according their seniority in the Jefferson County Public Schools. Employees must re-submit requests each year by April 18th 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 will 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.

- 1 6. At the time the transfer is processed, the highest preference available
2 will be granted to the Employee. The processing of a transfer removes
3 an Employee from the transfer list.
- 4
- 5 7. Transfers will be granted and vacancies staffed from the transfer list
6 according to the needs of the educational program, certification,
7 seniority, employee preference, state laws and court orders.
- 8
- 9 8. An Employee requesting a transfer must accept the transfer made prior
10 to the opening of school unless the Employee has previously notified in
11 writing the appropriate administrator in Personnel Services of a desire
12 to withdraw the request.
- 13
- 14 9. The Association will be provided a transfer list by April 25th of each
15 school year. The list shall include the Employee's name, seniority
16 date, race, transfer status and assignment schools requested.
- 17
- 18 10. Every reasonable effort will be made to determine programs, including
19 federal programs, and identify the locations to which they are assigned
20 as early as practicable so that Employees may take this information
21 into account as they exercise their transfer rights.
- 22
- 23 11. A voluntary transfer is not available to a teacher on deficiency
24 evaluation.
- 25
- 26 12. Newly employed ECE teachers will not be eligible for transfer
27 assignment to a non-ECE position for the first three (3) years of their
28 employment.
- 29

30 Section B Teacher Transfer Selection

- 31
- 32 1. By April 25th of each school year, bargaining unit members shall elect
33 by secret ballot three (3) representatives to serve with the Principal on
34 the Teacher Transfer Selection Committee. The election of this
35 Committee shall be conducted by the JCTA Professional
36 Representative and the Principal at a duly-called faculty meeting.
- 37
- 38 2. The Teacher Transfer Selection Committee shall receive from
39 Personnel Services the names of the eight (8) most senior teachers
40 requesting a transfer and agreeing to interview at that school. The
41 Committee shall interview up to eight (8) teachers seeking the transfer
42 and based on those interviews shall select, by majority vote, the
43 teacher to be offered the transfer. The Committee shall interview each
44 teacher on the list provided by Personnel Services in seniority order
45 until the Committee offers the transfer to an interviewed teacher.
46 Should the teacher offered the transfer decline, the Committee may

1 resume interviews and may offer the position to one of the remaining
2 interviewed applicants. The Teacher Transfer Selection Committee
3 shall comply with all applicable state and federal statutes in their
4 selection process.

5
6 3. If there are fewer than four (4) employees seeking transfer to a
7 particular position, the Employer may interview as many candidates for
8 employment as needed to allow for at least four (4) interviews.

9
10 4. A teacher declining an interview or a transfer offer from their voluntary
11 list of transfer choices will have their voluntarily list destroyed and will
12 be removed from the transfer list if their transfer is a voluntary choice
13 only.

14
15 5. The Employer reserves the right, in compliance with the JCBE/JCTA
16 Agreement, to veto the Teacher Transfer Selection Committee's
17 decision should there be certified staff under contract that would
18 remain surplus if not assigned.

19
20 6. Schools utilizing the Teacher Transfer Selection process will have from
21 April 25th of the current school year until April 24th of the following
22 school year to make their selections in accordance with the above
23 procedures.

24
25 7. Beginning July 1, overstaffed teachers will be placed from the overstaff
26 list according to the needs of the educational program, certification,
27 seniority, employee preference, state laws, and court orders. Upon
28 placement of all overstaffed employees, the Employer will notify the
29 Association.

30
31 8. Beginning August 1, any Employee(s) selected using the Teacher
32 Transfer Selection process to receive a transfer shall be placed in the
33 granted position the beginning of the following school year.

34
35 Section C Transfers Resulting from Overstaff

36
37 1. Employees may be declared overstaff in a school as a result of
38 reduced pupil enrollment, educational program changes, or
39 adjustments in staff allocations. Employees in schools which are
40 closed or where the existing program is closed and a new program
41 implemented may be considered overstaff.

42
43 2. Principals or School heads shall have the responsibility and authority
44 to designate employees who are overstaff according to certification
45 and seniority. Employees serving as athletic directors, head football

1 and head basketball coaches in the senior high schools shall be
2 exempt from this provision.

- 3
- 4 3. Overstaffed employees will be offered an opportunity to return to
5 vacancies in the school from which they were overstaffed within the
6 first two weeks after school begins.
- 7
- 8 4. Classroom teachers transferred involuntarily after the beginning of the
9 school term shall be provided one day to set up the classroom when it
10 has not previously been organized.
- 11
- 12 5. When the number of resource employees is reduced, the affected
13 employees shall be overstaffed according to their certification and
14 seniority by program area.
- 15
- 16 6. The District shall not use Section E of this Article to create a vacant
17 position (i.e., overstaff a teacher) for a coach.
- 18

19 Section D Transfer of Special Area Teachers

- 20
- 21 1. When the composition of a grouping of schools changes because of a
22 fluctuation in pupil enrollment, school closings, educational programs,
23 or adjustments in staff allocations, any Employee who was assigned to
24 a school in the previous grouping(s) shall be considered for the new
25 grouping(s) according to the needs of the educational program,
26 certification, seniority, and employee preference.
- 27
- 28 2. School groupings not staffed by Section D1 shall be considered
29 vacancies.
- 30
- 31 3. Employees not assigned to schools according to Section D1 or
32 employees applying for a voluntary transfer shall be placed on the
33 transfer list.
- 34
- 35 4. The Parties agree that the stability of Special Area Teachers pairings is
36 important. To assist in achieving this goal, the Employer shall form a
37 committee to develop the yearly pairings. Teacher representatives on
38 any such committee shall be nominated by the Association. Except in
39 extraordinary circumstances, the Employer will not override the
40 decision of the Pairings Committee in creating pairings. Schools that
41 have asked to be a part of the pairings process will not be permitted to
42 remove themselves from the process once the Pairings Committee has
43 created the pairings.
- 44
- 45 5. Special Area Teachers in art, music, computer and physical education
46 will be offered the opportunity for assignment to a full-time art, music,

1 computer or physical education position which has become available in
2 their specific school grouping.

3
4 This action will be taken prior to declaring the opening vacant and
5 available for staffing according to Article 16, Sections A, B, C, D or E.

6
7 Special Area Teachers who decline the opportunity will be assigned
8 according to Article 16, Section D.

9
10 This provision applies only to art, music, computer and physical
11 education Special Area Teacher groupings in the elementary schools.

12
13 Section E The Superintendent or designee for good cause and extenuating
14 circumstances will execute transfers as may be necessary for the efficient
15 operations of the school district.

16
17 Section F The Employer could Section E a coach into a building.

18
19 A coach transferred into a building to accept a coaching responsibility would be
20 subject to being overstaffed to create a new vacancy for a newly assigned coach
21 when the employee is no longer coaching.

22
23 Coach for this provision means head football, head basketball and athletic
24 director.

25
26
27 **ARTICLE 17 – PROMOTIONS**

28
29 The Parties recognize that assignments to promotional positions must be
30 consistent with and conform to state and federal laws and regulations, court
31 orders and affirmative action programs.

32
33 Section A Promotional and/or administrative positions are defined as regular
34 positions in the administrative organization approved by the Board and paid at a
35 higher rate than the teachers' salary schedule and/or for which a certificate in
36 administration and/or supervision may be required.

37
38 Section B Promotional and/or administrative positions will be advertised and
39 posted in a prominent position in all schools. General qualifications, range of
40 compensation, and performance responsibilities will be clearly stated in the
41 posting.

42
43 Section C Employees desiring to be considered for promotional positions shall
44 submit to Personnel Services such applications, transcripts, evidence of
45 professional experience, references and resumes as may be required.
46 Personnel Services shall acknowledge in writing the receipt of all such

1 applications.

2
3 Section D All qualified employees shall be provided an opportunity to make an
4 application for administrative positions. Consideration shall be given to the
5 applicant's general qualifications according to the requirements of the position.

6
7 Section E Applicants for a specific position who are not appointed by the
8 Superintendent will be notified.

9
10
11 ARTICLE 18 – LAYOFF/RECALL

12
13 Any layoff in teaching staff shall conform to this article and federal and state laws
14 and regulations and court orders.

15
16 Section A The following procedures shall apply to layoff:

- 17
18 1. The Superintendent/designee will meet with representatives of the
19 Association to discuss the need for the layoff and the approximate
20 number of possible positions prior to the individual personnel agenda
21 notification to the Board.
22
23 2. The Employer shall suspend the contracts of the least senior teachers
24 in the teaching fields affected by the reduction when the reason is
25 decreased enrollment of pupils.
26
27 3. The contract of a teacher employee on continuing contract shall not be
28 suspended until all contracts of teacher employees on limited contracts
29 in fields affected by the layoff have been suspended. No less senior
30 person shall be allowed to remain in a teaching position for which a
31 more senior person is subject to layoff. The less senior person shall
32 have certification restricted for use in this District until all more senior
33 employees in the certification area have been recalled.

34
35 Section B The assignments of employees whose contracts are not suspended
36 shall be restricted to teaching fields in which the reduction is not sufficient to
37 cause suspension of their contracts except for a minor portion of their duty time
38 or for good cause.

39
40 Section C Employees on layoff shall have the right of recall in order of
41 seniority to vacant positions in the representation unit for which they are qualified
42 or become qualified before these positions are staffed by new applicants.
43 Continuing contract teacher employees shall be recalled prior to limited contract
44 teacher employees.

45
46 Section D Employees on layoff: (1) will initially be offered recall to any

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

6
7 Section E Employees on layoff shall have the option at their expense to
8 remain active participants in all Employer and State paid insurance benefit
9 programs to the extent they are available to the employees from the carriers.

10
11 Section F Employees on layoff may apply for employment as substitute
12 teachers and shall be selected before other substitute teacher applicants are
13 employed.

14
15 Section G Employees will be credited with unused accumulated sick leave
16 and placed on the proper rank and step of the salary schedule upon return to
17 active employment. They will not receive salary increment credit for non-active
18 employment time nor will such time count toward acquiring continuing contract
19 status.

20
21 Section H The Employer will provide to the Association upon request the
22 employees' names, certification if in the computers, seniority dates and work
23 locations for all employees with less seniority than the most senior employees
24 affected by the layoff.

25
26 Section I The Parties agree that every reasonable effort shall be made to
27 acquire and use the most current data and information to establish accurate
28 staffing projections as soon as possible for making layoff decisions in order to
29 avoid retaining less senior employees during layoff.

30
31
32 **ARTICLE 19 – INSERVICE/PROFESSIONAL DEVELOPMENT**

33
34 Section A The Parties agree that employees should use the resources
35 available through the school system's staff development efforts, the curriculum
36 center, school and central office professional libraries, college and university
37 sponsored training programs, seminars, workshops and professional
38 publications.

39
40 Section B The Parties agree that continued accreditation by the
41 AdvancED/Southern Association of Colleges and Schools may be desirable.
42 During AdvancED/Southern Association evaluations employees will carry out
43 assigned responsibilities as they pertain to accreditation procedures. The
44 employees' responsibilities shall be assigned as nearly equally among them as
45 practicable.

46
47 Section C The Employer will pay salary or stipend, and expenses to

1 employees participating on an optional basis in courses, workshops, seminars,
2 conferences, in-service training and other such programs which employees are
3 requested to take by the Employer to the extent provided under federal and other
4 externally and internally funded programs.

5
6 Section D The Employer will pay full salary to employees participating in
7 workshops, seminars, conferences, in-service training and other such programs
8 where employees are required by the Employer to participate.

9
10 Section E Employees who complete six (clock) hours of school
11 system-approved in-service credit shall be entitled to have one (1) flexible in-
12 service day off. Employees not completing the minimum six (6) hours credit shall
13 report to the assigned location on the flexible in-service day. Any State
14 mandated in-service requirement that employees are notified of prior to June 1 of
15 each year will be fulfilled using flexible in-service time.

16
17 Section F The Employer shall establish a procedure for the purpose of
18 receiving employees' suggestions in professional development training programs.
19 The procedure shall include a provision for a meeting with JCTA representatives.
20 Professional development activities left to the discretion of the local schools shall
21 be designed and planned after the employees at the schools have been provided
22 with an opportunity to make suggestions and volunteer for participation in the
23 planning.

24
25
26 ARTICLE 20 – ASSISTANCE IN ASSAULT/INJURY
27

28 Section A Any case of assault/injury on an employee on or off school property
29 when the employee is engaged in school business shall be promptly reported in
30 writing by the principal to the appropriate administrator. An injury that is a result
31 of disruptive behavior by a student(s) or adult, where the employee was not a
32 contributing factor, shall be considered an assault. Any dispute as to disruptive
33 behavior and/or contributing factor shall be settled by a joint committee of two
34 administrators appointed by the Superintendent and two employees appointed by
35 the Association President.

36
37 Section B The Employer shall provide assistance for the purpose of advising
38 the employee of rights and, upon request, to accompany the employee in court
39 appearances. The Employer shall assist the employee by obtaining from the
40 police and the principal relevant information concerning the alleged offender and
41 by acting in other appropriate ways as liaison between employee, school officials
42 and police. This assistance is intended to apply solely to the criminal aspect of
43 any cases arising from such assault/injury.

44
45 Section C Time required for appearance in any criminal aspect of a legal
46 proceeding connected with an assault/injury on an employee sustained in the
47 course of employment shall be granted as leave and shall not be deducted from

1 sick, personal or emergency leave days.

2
3 Section D There shall be no loss of wages to an employee for work time lost
4 because of personal injury incurred on the employee while in performance of
5 assigned duties for a period up to and including one hundred eighty-five (185)
6 days subsequent to the first day of absence related to the assault/injury. This
7 benefit will be coordinated with worker's compensation plan and the regulations
8 related thereto. An employee shall not incur the loss of emergency, personal or
9 sick leave days as a result of the injury while performing duties on the job.

10
11 Wages lost because of disability resulting from the assault/injury for a period
12 longer than one hundred eighty-five (185) days shall be reimbursed to the extent
13 of Employer and/or state employee benefits programs.

14
15 The Employer may require the Employee to submit to a physical exam by the
16 Employer's physician to determine ability to return to work. Such exam shall be
17 paid by the Employer.

18
19 Section E Employees shall be reimbursed for the costs of medical, surgical,
20 hospital or rehabilitative services exceeding the amount of any insurance
21 reimbursement to which the employee is entitled under coverage provided by the
22 Employer and/or the state for personal injury incurred as the result of an assault
23 sustained in the course of employment.

24
25 Section F In the case of a serious assault/injury every effort will be made to
26 allow an employee to transfer to another work location. Such an assault/injury
27 must have occurred while the employee was performing his/her duties.

28
29
30 **ARTICLE 21 – SUMMER SCHOOL/EXTENDED SCHOOL SERVICES**

31
32 Section A Teaching positions in the Summer School/Extended School
33 Services will be staffed first by qualified persons who are current employees in
34 the Jefferson County Public Schools.

35
36 Section B In filling Summer School teaching positions the Employer will use
37 the following process:

- 38
39 1. The Employer shall advertise that all employees interested in teaching
40 Summer School may apply and be placed on a rotation list by seniority.
41 An employee will remain on the Summer School rotation list and will be
42 considered for Summer School employment any year in which the
43 employee submits an application to teach Summer School.
44
45 2. Employees may apply for specific school location(s) and teaching
46 assignment or may submit applications for any summer assignment for

1 which qualified.
2

- 3 3. In extenuating circumstances an employee may at any time prior to an
4 offer of summer school employment withdraw an application and
5 maintain his/her position on the summer school rotation list.
6
- 7 4. Employees employed in Summer School rotate to the bottom of the list
8 for the next year.
9
- 10 5. Employees who have applied to teach Summer School and are offered
11 a Summer School position but refuse the position will drop to the
12 bottom of the rotation list along with those who worked Summer
13 School.
14
- 15 6. Employees on lay-off or on leave are eligible to apply for Summer
16 School positions and will be placed on the list according to seniority.
17 Employees applying for Summer School positions while on leave must
18 have formally requested to return to active status in the fall.
19
- 20 7. Employees who apply in years following formation of the first rotation
21 list will be placed on the bottom of the Summer School rotation list by
22 seniority.
23

24 Section C Projected locations and teaching positions for Summer School if
25 known shall be published by May 1.
26

27 Section D Those employed in the Summer School may use up to two (2) days of
28 sick leave accumulated as of the end of their preceding contract year. Those
29 employed in Extended School Services where the program is conducted as an
30 extended school year, and students are in attendance on a daily basis, a teacher
31 working in a program of 1 to 29 days is eligible to utilize one (1) sick leave day.
32 Those employed 30 days or more will be eligible to utilize two (2) sick leave days.
33

34 Section E The articles on School Board Authority, Academic Freedom,
35 Assistance in Assault/Injury, Safety, Student Discipline, Employee Rights,
36 Employee Discipline, and Materials and Facilities shall apply to extended school
37 services and tuition Summer School.
38

39 Section F
40

- 41 1. Employees providing services under the Extended School Services of
42 KERA shall be paid their hourly rate.
43
- 44 2. Selection of employees for teaching responsibilities in the Extended
45 School Services program with KERA and summer school shall be by:
46

1 a) Employees of the school will be selected in accordance with Article
2 15, Section A and B.

3
4 b) If the position is not filled by one of the above methods, the position
5 will be filled by the process outlined in Section B of this article.
6

7 Section G Employees requested to teach an additional period shall be paid their
8 hourly rate for the extra hour of assigned duties which shall be a planning period
9 to be completed at their work location. No employee shall be required to teach
10 an additional period. Employees shall be selected for this assignment using
11 Article 15 of this Agreement.
12

13 14 ARTICLE 22 – SCHOOL CALENDAR 15

16 Section A The Parties agree that the Superintendent will appoint employees
17 to serve on the School Calendar Committee from among those nominated by the
18 Association.
19

20 Section B The employee representatives on the Committee shall have the
21 opportunity to offer suggestions and make recommendations with respect to the
22 development of the annual School Calendar.
23

24 Section C The Superintendent's recommendation to the Employer pertaining
25 to the annual adoption of the School Calendar will be provided to the Association
26 at least two weeks in advance of the recommendation.
27

28 Section D The School Calendar shall provide:
29

30 187 paid days for each year of this Agreement including:

31 4 paid holidays

32 4 in-service days of which at least three (3) will be flexible in-service days

33 2 Gold Days

34 1 opening day

35 1 closing day

36 One-half (1/2) of the opening and closing days shall be used solely for the
37 purpose of the employees opening and closing their assigned areas.
38

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

1 development sessions.

2
3 Two (2) parent-teacher conference days are added to the School Calendar as
4 extended employment. Teachers will be paid their normal per diem as defined in
5 the Agreement for participating in the scheduled parent-teacher conference days.
6 Schools may alter the normal scheduled workday start time in order to better
7 accommodate parents. Schools may schedule other functions in lieu of parent-
8 teacher conferences. If parent-teacher conference days are used for other
9 purposes, then one-half (1/2) of each day at all grade levels shall be reserved for
10 grade group, team, or department meetings for purposes such as analyzing
11 student work, reviewing portfolio inventories, designing assessments, developing
12 graphic organizers and other instructional tools, developing unit assessments,
13 and using Core Curriculum Guides for grade group, team or department planning
14 and lesson development, disaggregating and/or monitoring student data and
15 developing strategies to address the key findings, and formulating grade group,
16 team or department plans for applying lessons from the school's professional
17 development sessions.

18
19 If extended employment opportunities are offered during intersessions for
20 instruction of students, teachers will be compensated at the teacher's per diem
21 rate of pay. All other services shall be compensated according to the extra
22 service schedules. Teachers shall be selected for intersession instruction using
23 the criteria found in Article 15 - Assignment.

24
25 A work day during the five (5) weekdays preceding the opening day of the School
26 Calendar may be an extended employment day for teachers. Teachers will be
27 paid at their normal per diem as defined in the Agreement for participating in the
28 scheduled work day.

29
30 General Election day will be designated as a non-work day for employees in the
31 adopted School Calendar.

32
33 When the start of the student school day is delayed by two or more hours,
34 teachers will operate on a delay of one hour less than the delay for students.

35
36
37 **ARTICLE 23 – TEAM LEADERS, DEPARTMENT HEADS**
38 **AND GRADE GROUP CHAIRPERSONS**

39
40 Team Leaders, Department Heads and Grade Group Chairpersons will be
41 selected annually by the principal or school head in conjunction with the
42 employees in that department, team or grade group.

43
44
45 **ARTICLE 24 – LIBRARIANS**
46

1 Section A One librarian in each school shall be employed a minimum of seven
2 (7) days extended time. When requested by the librarian and approved by the
3 principal, the extended time may be divided between the opening and closing of
4 school.

5
6 Section B The librarian(s) shall collaborate with the building teaching staff and
7 the building principal in developing the library schedule. The library schedule
8 shall not be altered without involving the same collaborative process.

9
10 Section C The Employer shall strive to see that all school library media
11 centers meet guidelines of the AdvancED/Southern Association of Colleges and
12 Schools.

13
14
15 ARTICLE 25 – EXCEPTIONAL CHILD EDUCATION

16
17 The Employer recognizes its responsibility to provide exceptional child education
18 employees with facilities, materials, and services appropriate to fulfilling their
19 duties consistent with the provisions of IDEA - Individuals with Disabilities
20 Education Act as amended and resulting regulations.

21
22 Section A All appropriate employees shall have the opportunity to participate
23 in ARC meetings as required by federal and state laws/regulations. All
24 employees involved in the instruction of exceptional child education students
25 shall have a copy of the IEP and have it explained, if needed.

26
27 Section B Conferences or meetings with parents or legal guardians resulting
28 from IDEA - Individuals with Disabilities Education Act - as amended in which
29 employees are required to participate shall be scheduled during employees' duty
30 hours whenever possible. The ARC chairperson or designee will take into
31 consideration the classroom teacher(s) schedule when arranging for ARC
32 meetings.

33
34 Section C Art, music, physical education and computer shall be provided to
35 exceptional child education pupils as written on the student's Individual Education
36 Program (IEP).

37
38 Section D Exceptional child education employees shall be provided time
39 during duty hours to use for the required placement testing of pupils. Teachers
40 will not be required to use planning time for this purpose.

41
42 Section E Student ECE records, when requested, shall be forwarded to the
43 receiving school within seven (7) days if available.

44
45 Section F Alternative portfolios for ECE students shall be completed in
46 accordance with Commonwealth of Kentucky requirements.

1
2 Section G The District and local school will give consideration to different
3 levels of functionalities when combining ECE students with different disabilities
4 into any classroom.

5
6 Section H ECE Resource Consultants will work with School/Staff Team (SST),
7 when requested by the Team, to develop appropriate interventions for students.
8
9

10 ARTICLE 26 – LEAVES OF ABSENCE
11

12 The Employer shall grant leaves to employees in accordance with state and
13 federal laws and regulations and the provisions of this article.
14

15 Section A Sick Leave
16

- 17 1. Sick Leave with pay will be granted to an employee if the employee
18 presents a personal affidavit or a certificate of a reputable physician
19 stating that the employee or a member of the employee's "immediate
20 family"¹ was ill on the day or days absent and providing the employee
21 has not exhausted current or accumulated sick leave credit.
22
- 23 2. All employees shall be credited with ten (10) days sick leave per
24 school year.
25
- 26 3. Sick leave will be credited on the initial day of employment and shall
27 accumulate without limitation. All sick leave granted under this section
28 shall be in units of full days.
29
- 30 4. Employees may not engage in any gainful employment while on sick
31 leave except as allowed under the Family Medical Leave Act.
32
- 33 5. If any employee uses all accumulated sick leave and is still unable to
34 return to assigned duties, the employee shall apply for and be placed
35 on unpaid medical leave of absence in accordance with Section B 2 of
36 this article. An employee need not exhaust all sick leave credit in order
37 to exercise the option of requesting to be placed on unpaid medical
38 leave of absence.
39
- 40 6. All provisions herein shall apply to pregnancy related matters.
41
- 42 7. A sick leave bank shall be established into which employees may
43 voluntarily contribute one (1) day from their accumulated sick leave.

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

1 Only voluntary contributors shall qualify for use of leave in the bank
2 according to standards consistent with those applying to use of regular
3 sick leave. A three (3) person committee composed of employees
4 selected by the Association shall be responsible for approving use of
5 sick leave in the bank by employees who have exhausted their leave.
6 The parties further agree that bargaining unit members shall not be
7 permitted to contribute sick leave days to any employee of another
8 bargaining unit.
9

10 The Association shall save the Employer harmless against any claims,
11 legal or otherwise, for Sick Leave Bank enrollment if the Association is
12 given the opportunity to provide all necessary legal services to defend
13 such claims.
14

15 Section B Medical Leave
16

- 17 1. A medical leave of absence shall be granted for a period of two (2)
18 consecutive school years and, upon subsequent request, may be
19 renewed for two (2) additional years. The written request shall be
20 made to Personnel Services.
21
- 22 2. Whenever any employee has been advised by a physician or
23 otherwise knows of an interruption of assigned duties due to
24 anticipated medical reasons and which may reasonably be expected to
25 last thirty (30) or more days, the employee shall notify Personnel
26 Services and upon request be granted a medical leave of absence
27 according to Section A 5 of this article. Such notice shall be given in
28 writing and accompanied by a physician's statement setting out the
29 anticipated date of commencement of interruption of duties and
30 whether the employee is to retain the same assignment.
31
- 32 3. The employee shall notify the Employer as soon as possible of any
33 change in the return date. Said notice shall be accompanied by the
34 written permission of the physician.
35
- 36 4. The Employer will keep the employee's assignment available upon
37 resumption of assigned duties provided:
38
 - 39 a) Such assignment has not been eliminated during the employee's
40 absence for any valid reason
41
 - 42 b) The employee's planned absence does not exceed ninety (90)
43 days.
44
- 45 5. Employees who qualify for and are awarded workers compensation
46 payments shall be placed on medical leave with unused sick leave

1 coordinated with the workers compensation payments so as to sustain
2 the level at a total of 100% regular wages.

3
4 The Employer shall save the Association harmless against any legal
5 claims related to the implementation of this section.
6

7 Section C Emergency Leave

8
9 For the purpose of this section "emergency" shall mean a sudden unexpected
10 happening; an unforeseen occasion or condition; a sudden or unexpected
11 occasion for action.
12

- 13 1. Legitimate reasons for granting emergency leave with pay shall
14 include:
15
16 a) Death or funeral of relative by blood or marriage (specify
17 relationship)
18
19 b) Emergency situations resulting from natural disasters; i.e., tornado,
20 flood (specify exact reason)
21
22 c) Such other reasons of emergency or extraordinary nature as
23 approved by the Superintendent's designee. (Letter of explanation
24 required.)
25
26 2. All employees shall be credited with two (2) days of emergency leave
27 per year. Emergency leave will be credited on the initial day of
28 employment and will not accumulate from year to year. All emergency
29 leave granted under this section will be granted in units of full days.
30

31 Section D Personal Leave

- 32
33 1. All employees shall be credited with three (3) days of personal leave
34 per year. The use of these days shall be at the employee's discretion.
35 Unused personal leave shall accumulate as sick leave.
36
37 2. Personal leave will be granted upon request to employees who give
38 prior notice to the principal or immediate supervisor by noon of the
39 preceding day.
40
41 3. Personal leave days will not be granted for the last five (5) days of the
42 school term except for the purpose of attending graduation ceremonies
43 for the employee, their spouse, children, step-children, foster children,
44 or grandchildren.
45
46 4. The principal or immediate supervisor may deny personal leave if the

1 total requests exceed 10% of the teaching staff for any one day.

- 2
- 3 5. Job share employees who have signed the Job Share Agreement with
- 4 another teacher and their principal to share one full-time job, will each
- 5 receive 2 personal days, at a rate of 3.5 hours per day.
- 6
- 7 6. Part-time teachers who work at least 50% (654.50 hours per year) of
- 8 the full-time teacher work year (1,309 hours per year) and are
- 9 assigned to an approved working calendar will receive 2 personal
- 10 days, at a rate of 3.5 hours per day.
- 11
- 12 7. Part-time employees that work a 7-hour day described in #5 and #6
- 13 above will receive 1 personal day.
- 14
- 15 8. Employees working at least 92 days will receive personal leave as
- 16 defined in numbers 6 and 7.
- 17
- 18 9. Part-time retirees are not eligible for personal leave.
- 19
- 20

21 Section E Adoption/Child Rearing Leave

22

- 23 1. An employee presenting the required evidence shall upon request to
- 24 Personnel Services be granted an unpaid leave of absence necessary
- 25 to meet child adoption requirements and for the purpose of rearing the
- 26 pre-school child(ren).
- 27
- 28 2. The Employer will keep the employee's assignment available upon
- 29 resumption of assigned duties provided:
- 30
- 31 a) Such assignment has not been eliminated during the employee's
- 32 absence for any valid reason; and
- 33
- 34 b) The employee has requested such leave at least four (4) weeks
- 35 prior to the anticipated date on which the leave is to commence;
- 36
- 37 c) The employee's planned absence does not exceed ninety (90)
- 38 days.
- 39
- 40 3. A single adoption/child rearing leave shall be granted for a period of no
- 41 less than thirty (30) days and no more than two (2) consecutive work
- 42 years or major portions thereof upon written request by the employee
- 43 to Personnel Services.
- 44

45 Section F Professional Leave

46

- 47 1. The Employer shall budget and establish a bank of four hundred (400)

1 Professional Leave days.

- 2
- 3 2. The use of seventy-five (75) of the four hundred (400) Professional
4 Leave days shall be used solely at the discretion and direction of the
5 JCTA President, but exclusively for professional development/training
6 of employees.
7
- 8 3. Bargaining unit members wishing to use paid Professional Leave shall
9 make application on the appropriate form which shall be mutually
10 agreed upon by the parties.
11
- 12 4. All bargaining unit members application for said leave shall be
13 reviewed for approval or denial by the Professional Leave Committee
14 except as outlined in number 2 above.
15
- 16 5. The Professional Leave Committee shall be composed of three (3)
17 bargaining unit members appointed by the Association and three (3)
18 administrators appointed by the Superintendent.
19

20 Section G Educational Leave

21

22 A leave of absence of up to two (2) years shall be granted to any employee upon
23 application for educational or professional purposes. Upon return if the
24 employee submits evidence in accordance with established procedures that this
25 leave was used for the stated purpose for which it was granted, the employee
26 shall be placed on the salary schedule at the level which would have been
27 achieved had the employee remained actively employed in the system during the
28 period of absence, provided however that time spent on said leave will not count
29 toward the fulfillment of the time requirements for acquiring a continuing contract.
30

31 Section H Military Leave

32

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

44 Section I Political Activity Leave

45

46 An unpaid leave of absence shall be granted to any employee upon application

1 for the purpose of campaigning for or serving in public office once the employee
2 becomes a bona fide candidate for such office. The employee's assignment will
3 be kept available for resumption of teaching duties provided the employee's
4 planned absence does not exceed ninety (90) days.

5
6 Section J Jury Duty Leave

7
8 Any employee who serves on a jury in any duly constituted local, state or federal
9 court shall be granted leave with full compensation less any compensation
10 received as jury pay, for the period of actual jury service, which leave shall be in
11 addition to all other leave to which the employee may be entitled.

12
13 Employees claiming compensation for jury duty shall comply with the following
14 procedures:

- 15
16 1. A copy of the jury duty subpoena must be provided to the school
17 principal or immediate superior prior to the first day involving jury duty
18 service.
- 19
20 2. If assigned to jury duty, the Verification of Jury Duty form (available
21 from the payroll department) must be completed each pay period and
22 forwarded with the Payroll Exception card which the school submits to
23 the Payroll Office.
- 24
25 3. A personal check (payable to the Treasurer, Jefferson County Board of
26 Education) for the amount of compensation received for jury duty
27 service only and excluding the travel expense shall be delivered to the
28 principal or immediate supervisor for transmittal to the Payroll Office.

29
30 Section K Association President and Vice-President Leave

31
32 The Employer shall upon request grant a full-time leave to the President of the
33 Association for the school year(s) for which the President is elected, without the
34 loss of salary, step increment, or Employer paid fringe benefits.

35
36 Following the leave the employee will be returned to the assignment held prior to
37 leave. In the event the assignment is not available, the employee will be given a
38 comparable assignment.

39
40 The duly elected President of the Association will be assigned by the District to
41 the Association for 187 days. During this time he/she will work on areas/issues
42 of mutual concern related to the welfare of the students of Jefferson County
43 Public Schools as determined by the Association. For this 187-day period,
44 he/she shall be considered in an active duty status and shall receive
45 compensation and benefits in accordance with the labor agreement. Should the
46 Association elect to extend the President's work year beyond the 187 days,
47 the Association will reimburse the Employer for any cost associated with the

1 extension.

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

14
15 Section L Association Leave

16
17 The Employer shall grant the Association an annual maximum of two hundred
18 seventy five (275) days. The Association shall request use of the days as
19 needed at least five (5) days in advance, except for extenuating circumstances,
20 for attendance at regional, state or national meetings for the conduct of
21 necessary Association business. The allocation of such paid Association leave
22 days shall be determined by the Association except that no employee shall use
23 more than eight (8) days per school year. The Association may authorize a
24 maximum of five (5) employees to be exempt from the eight (8) day per year
25 limitation; however, in no case shall an employee utilize more than twenty (20)
26 Association leave days without mutual agreement of the Employer and the
27 Association. When an employee who is exempt from the eight (8) day limitation
28 uses Association leave, the Parties shall meet and plan how to minimize any
29 adverse effect resulting from the employee's absence. This may include the use
30 of substitute personnel serving as an assistant for which the cost shall be
31 reimbursed to the Employer by the Association. The Association will reimburse
32 the Employer for the cost of any substitute employee for these leave days.

33
34 The Association will provide a minimum of three (3) days notice for association
35 leave requests for the Association Vice President.

36
37 Section M Resumption of Benefits Following Leave

38
39 When the employee resumes service in the district following leave any unused
40 accumulated sick leave will be restored. Any employee granted a leave which
41 affects the continuation of benefits provided by the Employer shall assume
42 responsibility for making arrangements for continuation of said benefits during
43 the term of said leave. The Employer will provide assistance and information
44 with the ultimate responsibility for all notices remaining with the employee.

45
46 Section N Length of Consecutive Leaves of Absence

47
48 The Employer may deny Adoption/Child Rearing Leave, or Educational Leave
49 when the granting of such leave would result in absence from duty for a period
50 longer than two (2) consecutive school years without at least one-half (1/2)

1 intervening year of active service as an employee. Time while an employee is on
2 unpaid Educational Leave serving as a released full-time salaried officer of the
3 Association or the Kentucky Education Association or the National Education
4 Association shall not apply under this section.

5
6 Section O Court Appearance Leave

7
8 Any employee who is summoned to a local, state, or federal court for reasons
9 directly connected with the employee's employment shall be granted paid leave
10 after properly presenting the approved form certifying the court appearance. This
11 section shall not apply when the employee is a plaintiff or witness against the
12 Employer or its agents, or when the employee is a plaintiff in cases without
13 Employer sanction.

14
15 Section P Notarizing Leave Affidavits

16
17 The principal will make arrangements for notarizing without charge the personal
18 affidavits of employees for leave where required.

19
20 Section Q "Substitute Status"

21
22 An employee who qualifies for professional leave or child rearing leave may
23 instead choose to go to "substitute status". In this status an employee may serve
24 as a substitute teacher assigned through the Substitute Teacher Center office.
25 An employee in this status has the same rights and benefits, including
26 representation, of a substitute teacher. If an employee wishes to return to
27 employee status, the employee has the same rights to return to service as an
28 employee on the above referenced leave of absence.

1
2
3
4

ARTICLE 27 – COMPENSATION SCHEDULES

JOB FAMILY III SALARY SCHEDULE

2013 - 14

STEP	RANK III	RANK III + 15	RANK II	RANK II + 15	RANK I	DOCTORATE
0	40,117.58	41,774.60	45,637.71	47,290.73	51,151.81	53,540.19
1	40,854.92	42,507.94	46,371.04	48,026.07	51,885.15	54,279.54
2	41,592.28	43,245.32	47,106.38	48,575.08	52,624.51	55,010.87
3	42,321.62	43,980.66	47,839.72	49,494.77	53,355.85	55,746.23
4	44,902.35	44,902.35	49,757.26	50,230.13	54,604.15	56,483.59
5	45,637.71	46,188.70	50,047.80	51,702.83	55,563.89	57,954.29
6	46,741.72	47,659.40	51,518.48	53,169.50	57,032.61	59,422.97
7	47,473.05	49,126.10	52,989.18	54,648.21	58,503.29	60,893.67
8	48,945.75	50,602.80	54,461.88	56,116.92	59,975.99	62,368.39
9	50,412.47	52,071.50	55,930.56	57,585.62	61,446.69	63,835.07
10	51,885.15	53,540.19	57,401.28	59,054.30	62,913.36	65,303.77
11	54,830.55	56,483.59	60,344.66	61,995.70	65,862.78	68,247.15
12	56,299.25	57,954.29	61,815.36	63,468.40	67,331.48	69,719.86
13	57,769.95	59,422.97	63,282.07	64,939.10	68,800.16	71,194.57
14	59,240.65	60,893.67	64,756.75	66,407.80	70,270.88	72,661.26
15	60,709.33	62,368.39	66,229.45	67,880.48	71,739.58	74,131.94
16	63,654.74	65,303.77	69,170.87	70,825.89	74,684.96	77,069.36
17	65,862.78	67,513.81	71,370.89	73,031.93	76,891.02	79,277.40
18	65,862.78	67,513.81	71,370.89	73,031.93	76,891.02	79,277.40
19	65,862.78	67,513.81	71,370.89	73,031.93	76,891.02	79,277.40
20	67,331.48	68,986.53	72,845.59	74,500.61	78,361.71	80,748.08
21	67,331.48	68,986.53	72,845.59	74,500.61	78,361.71	80,748.08
22	67,331.48	68,986.53	72,845.59	74,500.61	78,361.71	80,748.08
23	67,331.48	68,986.53	72,845.59	74,500.61	78,361.71	80,748.08
24	67,331.48	68,986.53	72,845.59	74,500.61	78,361.71	80,748.08
25	68,431.49	70,088.54	73,947.62	75,602.66	79,461.72	81,854.13

5
6

1
2
3 Section A The Teacher Salary Schedule will be increased by 0% effective
4 July 1, 2013. The Extra Service Pay Schedules will be increased according to
5 the current index.
6

- 7 1. The increment for earned doctorate (Rank I +) in subject fields or areas
8 approved by the State Board of Education for certification purposes.
9
- 10 2. Employees paid on these schedules shall be paid on a 26-pay check
11 plan. Employees shall retain their right to receive summer checks at
12 the beginning of summer break.
13
- 14 3. One check per payroll period will be generated to include all monies
15 due, including but not limited to, regular compensation, ESS,
16 parent/teacher conference day, coaching, opening day, etc. Individual
17 items will be listed/defined on the pay stub/direct deposit advice.
18
- 19 4. Job Family III salary schedule includes teachers and other non-
20 managerial, professional employees who work directly with students.
21
- 22 5. Direct deposit to one account will be mandatory for all employees. The
23 credit union will remain as a payroll deduction.
24

25 Section B Insurance Benefits
26

- 27 1. Employee Health and Hospitalization insurance provided for by the
28 Commonwealth of Kentucky Employee Health Plan.
29
- 30 2. \$20,000 term life insurance - full premium paid by State.
31
- 32 3. Term life insurance equal to pay on the Teachers Salary Schedule,
33 with maximum payment of \$50,000 - full premium paid by Employer.
34
- 35 4. Workers compensation insurance - full premium paid by Employer
36
- 37 5. Long term disability income protection insurance - full premium paid by
38 Employer.
39
- 40 6. Unemployment compensation insurance - full premium paid by
41 Employer.
42

43 Section C² Sick Leave Pay-Out Upon Retirement

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

1
2 Upon retirement from the Jefferson County Public School District, a teacher shall
3 receive thirty (30) percent of the teacher's unused accumulated sick leave as a
4 cash payment (less appropriate deductions) up to a maximum equal to the
5 teacher's accumulated sick leave on the thirtieth (30th) year of credited service in
6 the teacher's retirement systems. The cash payment shall be calculated by
7 using the teacher's last year of service daily rate.

8
9 Should a teacher's balance of unused sick leave fall below the number reached
10 at the thirtieth year of service, it is understood that the teacher can continue to
11 accrue sick leave and will be paid up to a maximum of that reached in the
12 thirtieth year.

13
14 Section D Summer School, Curriculum Writing, Optional In-service and
15 Textbook Selection Pay; Incentive Stipends

- 16
17 1. Summer school, Jefferson County High School, and part-time
18 teachers' salaries shall be prorated. Annual salaries are divided by
19 base days to determine daily rates. Daily rates are divided by seven
20 (7) to determine an hourly rate. The number of class hours will be
21 multiplied by the hourly rate to arrive at the salary for less than a full
22 duty day.
23
24 2. Employees who are chosen to help write curriculum will be paid at an
25 hourly rate of \$10.78.
26
27 3. Employees who are requested to present in-service training will be
28 compensated \$20.20 an hour for up to three (3) hours of preparation
29 time. If the employee is presenting in an optional in-service, they will
30 be compensated at \$20.20 an hour for time spent presenting unless
31 anyone in attendance is receiving his/her hourly rate of pay (mandatory
32 in service) in which case the presenter will also receive his/her hourly
33 rate of pay for the time spent presenting. The \$20.20 rate will be
34 adjusted each year by the same percentage as the extra service salary
35 schedule.
36
37 4. Employees who are chosen to help select textbooks will be paid \$150
38 with this amount prorated according to time missed from applicable
39 scheduled work sessions.
40
41 5. Newly hired teachers will be required to participate in the District's
42 Induction Program. Participating teachers will be compensated hourly
43 at the rate of 8.25% of the daily rate of Step 0, Rank III.
44
45
46

1
2
3
4
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6

Section E Extra Service Pay Schedule 2013-14

1.0 = .11 x Rank III, Step 0 (for a 187 day teacher salary schedule)

Rank III, Step 0 = \$40,117.58
times .11 = \$4,413

1. HIGH SCHOOL ATHLETICS	Step 0		Step 1		Step 2		Step 3		Step 4	
Athletic Director	1.2	5,296	1.3876	6,123	1.5750	6,950	1.7626	7,778	1.9500	8,605
Head Football	1.0	4,413	1.1563	5,103	1.3125	5,792	1.4688	6,482	1.6250	7,171
Head Basketball	1.0	4,413	1.1563	5,103	1.3125	5,792	1.4688	6,482	1.6250	7,171
Asst. Football (1,2)	0.6	2,648	0.6938	3,062	0.7875	3,475	0.8813	3,889	0.9750	4,303
JV Basketball (1,2)	0.6	2,648	0.6938	3,062	0.7875	3,475	0.8813	3,889	0.9750	4,303
Track (1)	0.6	2,648	0.6938	3,062	0.7875	3,475	0.8813	3,889	0.9750	4,303
Baseball (2)	0.6	2,648	0.6938	3,062	0.7875	3,475	0.8813	3,889	0.9750	4,303
Softball (2)	0.6	2,648	0.6938	3,062	0.7875	3,475	0.8813	3,889	0.9750	4,303
Wrestling	0.6	2,648	0.6938	3,062	0.7875	3,475	0.8813	3,889	0.9750	4,303
Volleyball	0.6	2,648	0.6938	3,062	0.7875	3,475	0.8813	3,889	0.9750	4,303
Cheerleaders	0.6	2,648	0.6938	3,062	0.7875	3,475	0.8813	3,889	0.9750	4,303
JROTC Rifle Team	0.6	2,648	0.6938	3,062	0.7875	3,475	0.8813	3,889	0.9750	4,303
School Technology Coordinator	0.6	2,648	0.6938	3,062	0.7875	3,475	0.8813	3,889	0.9750	4,303
Drill Corps	0.5	2,206	0.5782	2,551	0.6563	2,896	0.7344	3,241	0.8125	3,586
Cross Country (1,2)	0.5	2,206	0.5782	2,551	0.6563	2,896	0.7344	3,241	0.8125	3,586
Field Hockey (1,2)	0.5	2,206	0.5782	2,551	0.6563	2,896	0.7344	3,241	0.8125	3,586
Soccer (1,2)	0.5	2,206	0.5782	2,551	0.6563	2,896	0.7344	3,241	0.8125	3,586
Tennis (1,2)	0.5	2,206	0.5782	2,551	0.6563	2,896	0.7344	3,241	0.8125	3,586
JV Volleyball	0.4	1,765	0.4625	2,041	0.5250	2,317	0.5875	2,593	0.6500	2,868
Golf (1,2)	0.4	1,765	0.4625	2,041	0.5250	2,317	0.5875	2,593	0.6500	2,868
Swimming (1,2)	0.4	1,765	0.4625	2,041	0.5250	2,317	0.5875	2,593	0.6500	2,868
Chess Sponsor	0.4	1,765	0.4625	2,041	0.5250	2,317	0.5875	2,593	0.6500	2,868
ROTC Drill Team	0.4	1,765	0.4625	2,041	0.5250	2,317	0.5875	2,593	0.6500	2,868

Asst. Wrestling (2)	0.4	1,765	0.4625	2,041	0.5250	2,317	0.5875	2,593	0.6500	2,868
Asst. Field Hockey (2)	0.4	1,765	0.4625	2,041	0.5250	2,317	0.5875	2,593	0.6500	2,868
Assistant Track (1,2)	0.3	1,324	0.3469	1,531	0.3938	1,738	0.4406	1,945	0.4875	2,151
Assistant Soccer (1,2)	0.3	1,324	0.3469	1,531	0.3938	1,738	0.4406	1,945	0.4875	2,151
Freshman Basketball (1,2)	0.3	1,324	0.3469	1,531	0.3938	1,738	0.4406	1,945	0.4875	2,151
Freshman Football (1,2)	0.3	1,324	0.3469	1,531	0.3938	1,738	0.4406	1,945	0.4875	2,151
Bowling	0.1	441	0.1156	510	0.1313	579	0.1469	648	0.1625	717

2. Other activities High Schools & YPAS

	Step 0		Step 1		Step 2		Step 3		Step 4	
Band Director (4)	0.9	3,972	1.0407	4,592	1.1813	5,213	1.3219	5,834	1.4625	6,454
Academic Activities Coordinator	0.6	2,648	0.6938	3,062	0.7875	3,475	0.8813	3,889	0.9750	4,303
Asst. Band Director (3)	0.4	1,765	0.4625	2,041	0.5250	2,317	0.5875	2,593	0.6500	2,868
Choral Director*	0.4	1,765	0.4625	2,041	0.5250	2,317	0.5875	2,593	0.6500	2,868
Newspaper Sponsor	0.4	1,765	0.4625	2,041	0.5250	2,317	0.5875	2,593	0.6500	2,868
Yearbook Sponsor	0.4	1,765	0.4625	2,041	0.5250	2,317	0.5875	2,593	0.6500	2,868
Drama*	0.4	1,765	0.4625	2,041	0.5250	2,317	0.5875	2,593	0.6500	2,868
Speech and Debate	0.4	1,765	0.4625	2,041	0.5250	2,317	0.5875	2,593	0.6500	2,868
Instrumental Band Dir.*	0.4	1,765	0.4625	2,041	0.5250	2,317	0.5875	2,593	0.6500	2,868
Instrumental Strings Dir.*	0.4	1,765	0.4625	2,041	0.5250	2,317	0.5875	2,593	0.6500	2,868
Orchestra (Concert) Dir.	0.4	1,765	0.4625	2,041	0.5250	2,317	0.5875	2,593	0.6500	2,868
Quick Recall Sponsor	0.4	1,765	0.4625	2,041	0.5250	2,317	0.5875	2,593	0.6500	2,868
Science Fair Sponsor	0.073	322	0.0844	372	0.0958	423	0.1072	473	0.1186	523
Science Olympiad Sponsor	0.073	322	0.0844	372	0.0958	423	0.1072	473	0.1186	523
JV Quick Recall Sponsor**		605								
Future Problem Solving Sponsor**		412								

3. MIDDLE Step 0 Step 1 Step 2 Step 3 Step 4

**SCHOOL
ATHLETICS**

School Technology Coordinator	0.5	2,206	0.5782	2,551	0.6563	2,896	0.7344	3,241	0.8125	3,586
Activity/Athletic Director	0.4	1,765	0.4625	2,041	0.5250	2,317	0.5875	2,593	0.6500	2,868
Activities Sponsor	0.1	441	0.1156	510	0.1313	579	0.1469	648	0.1625	717
Basketball (1)	0.3	1,324	0.3469	1,531	0.3938	1,738	0.4406	1,945	0.4875	2,151
Academic Activities Coordinator	0.3	1,324	0.3469	1,531	0.3938	1,738	0.4406	1,945	0.4875	2,151
Football	0.3	1,324	0.3469	1,531	0.3938	1,738	0.4406	1,945	0.4875	2,151
Asst. Football	0.1	441	0.1156	510	0.1313	579	0.1469	648	0.1625	717
6th Grade Basketball	0.1	441	0.1156	510	0.1313	579	0.1469	648	0.1625	717
Baseball Softball	0.1	441	0.1156	510	0.1313	579	0.1469	648	0.1625	717
Volleyball	0.1	441	0.1156	510	0.1313	579	0.1469	648	0.1625	717
Soccer	0.1	441	0.1156	510	0.1313	579	0.1469	648	0.1625	717
Flag Football	0.1	441	0.1156	510	0.1313	579	0.1469	648	0.1625	717
Cross Country	0.1	441	0.1156	510	0.1313	579	0.1469	648	0.1625	717
Track	0.1	441	0.1156	510	0.1313	579	0.1469	648	0.1625	717
Field Hockey	0.1	441	0.1156	510	0.1313	579	0.1469	648	0.1625	717
Cheerleaders	0.2	883	0.2313	1,021	0.2625	1,158	0.2938	1,296	0.3250	1,434
Drill Corps	0.1	441	0.1156	510	0.1313	579	0.1469	648	0.1625	717
Quick Recall Coach	0.1	441	0.1156	510	0.1313	579	0.1469	648	0.1625	717
Future Problem Solving Coach	0.1	441	0.1156	510	0.1313	579	0.1469	648	0.1625	717

**4. ELEMENTARY
SCHOOL
ATHLETICS**

	Step 0	Step 1	Step 2	Step 3	Step 4					
School Technology Coordinator	0.4	1,765	0.4625	2,041	0.5250	2,317	0.5875	2,593	0.6500	2,868
Quick Recall	0.1	441	0.1156	510	0.1313	579	0.1469	648	0.1625	717
SCHOOL FUNDED SPORT/SUPPOR		0		1		2		3		4

T (5)									
Assistant Athletic Director		1,700		2,000		2,300		2,600	3,000
School Funded Sport/Support		200		500		800		1,100	1,400

(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 Director: Out of County Band Camp \$80.00 per day, maximum 7 days
**Paid by the Academic Competition Department and not subject to step increases
*Positions are not subject to shared duty including those of head coaches
(5) Schools are required to pay the listed Board approved scale. Step progression <u>is not</u> mandatory for these two positions.

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5. Department Head (Middle and Senior High Schools) 2 or more teachers in department - \$100 per teacher

6. Extra Service Pay Schedule increments are paid only for services actually rendered.

7. These increments are based upon meeting approved criteria for the activities. A coach will not be paid less than the full increment when the approved criteria is met.

8. Elementary Team Leaders (\$100 per teacher on team or grade group)

9. The following activities will be paid at the tutoring rate of \$15.00 per hour:

1. Aiding students in the completion of homework assignments given in class and completing students' notes;
2. Supervising study time;
3. Providing classroom and resources for project completion (i.e., supervision of science lab);
4. Making up classroom activities missed because of absentees;
5. Computer Curriculum Corporation (CCC);
6. Study skills program;
7. Tutoring centers;
8. Supervising National Honor Student volunteers in peer tutoring;

- 1
- 2 9. Supervising students in computer lab;
- 3
- 4 10. One on one; and
- 5
- 6 11. Supervising students completing long term projects.
- 7

8 Section F

9

10 The purpose of this section is to define an agreement between the Employer and
11 the Association pertaining to the total amount of General Fund revenue
12 projections for local property taxes and occupational taxes plus the State SEEK
13 program as adopted in the General Fund Final Working Budget for 2013-14. The
14 State Annual Financial Form Report will be utilized in comparing the budgetary
15 forecasts vs. actual receipts for 2013-14.

16

17 For FY 2013-14, any amount which exceeds the total of the above revenue
18 projections by more than 1 1/2% will be distributed on a 50-50 basis subject to
19 agreement by both parties. The Employer and the Association will negotiate the
20 distribution of the 50% to the bargaining unit. Any funds resulting from one-time
21 revenue may only be used for one-time expenses.

22

23

24 ARTICLE 28 - MISCELLANEOUS

25

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

30

31 Section B The Employer's procedure for selection of employees to curriculum
32 writing and textbook selection committees shall contain a provision which
33 provides employees with an opportunity to request an assignment to such
34 committees. The Association will be involved in the development of this
35 provision in the procedure.

36

37 Section C The Parties recognize that employee training institutions accredited
38 by such organizations as the The Council for the Accreditation of Educator
39 Preparation (CAEP), the AdvancED/Southern Association of Colleges and
40 Schools (SACS), and other regional accrediting associations promote adherence
41 to worthy standards. The Employer will make an effort to employ new teachers
42 who are graduates of these accredited institutions.

43

44 Section D The Employer will provide a mentoring program for new teachers
45 on emergency certificates or enrolled in District alternative certification programs.
46 Services will be provided by mentors who have participated in professional

1 development related to effective mentoring strategies/practices as well as current
2 programs implemented in schools.

3
4 Section E Mileage Reimbursement

5
6 Teachers who travel will receive mileage reimbursement consistent with the
7 Employer approved travel reimbursement guidelines. The employer will provide
8 adequate time to travel between schools.
9

10
11 ARTICLE 29 – GRIEVANCE PROCEDURE

12
13 Section A Definitions

- 14
15 1. Grievance means an allegation or complaint that there has been a
16 violation, misinterpretation or improper application of one or more
17 specific provisions of this Agreement or any complaint alleging
18 improper, arbitrary, or discriminatory conduct.
19
20 2. Grievant means the person(s) or Association making the allegation or
21 complaint.
22
23 3. Party-in-interest means the person(s) or Association making the
24 allegation or complaint or any party who might be required to take
25 action or against whom action might be taken in order to resolve the
26 grievance.
27
28 4. Immediate Supervisor means –
29
30 a) The principal or school head;
31
32 b) The principal or school head with whom the grievance has been
33 filed when the employee is assigned to more than one location; or
34
35 c) The administrator by whom the employee is evaluated when the
36 employee is not assigned to an individual school location.
37

38 Section B Purpose

- 39
40 1. The purpose of this Grievance Procedure is to secure, at the lowest
41 possible administrative level, equitable solutions to the problems
42 which may arise affecting the welfare or working conditions of
43 employees. The Parties agree that these proceedings will be kept as
44 informal as may be appropriate at any level of the procedure.
45
46 2. Nothing contained herein will be construed as limiting the right of any

1 employee having a grievance to discuss the matter informally with
2 any appropriate member of the administration, and to have the
3 grievance adjusted without intervention by the Association, provided
4 that the adjustment is not inconsistent with the terms of this
5 Agreement and that the Association after Level I A has been given an
6 opportunity to be present at such adjustment and to state its views.

7
8 Section C Representation

9
10 A grievant may be represented by the Association at all stages of the Grievance
11 Procedure after Level I A.

12
13 Section D Procedure

14
15 Since it is important that grievances be processed as rapidly as possible, the
16 timetable specified at each level should be considered as a maximum and every
17 effort should be made to expedite the process. The time limits specified may,
18 however, be extended by mutual agreement.

19
20 In the event a grievance is filed at such a time that it cannot be processed
21 through all the steps in this Grievance Procedure by the end of the school year,
22 the time limits set forth herein will be reduced so that the procedure may be
23 exhausted prior to the end of the school year or as soon thereafter as is
24 practicable.

25
26 Level I A An employee with a grievance shall first inform the immediate
27 supervisor or the appropriate administrator within fifteen (15) days of
28 awareness of the incident or condition which is the basis of the grievance
29 with the objective of resolving it informally.

30
31 Level I B If the grievant is not satisfied with the disposition of the
32 grievance a meeting with the school head shall be held with the objective
33 of resolving the grievance informally.

34
35 Level I C If the grievance is not resolved informally the grievant may file
36 the grievance in writing with the immediate supervisor or appropriate
37 administrator. The immediate supervisor or appropriate administrator
38 shall respond in writing within three (3) days.

39
40 Level II If the grievant is not satisfied with the disposition of the grievance
41 at Level I C, or if no decision has been rendered within three (3) days after
42 receipt of the grievance, the grievant may within ten (10) days submit the
43 written grievance to the Superintendent/designee with copies to the
44 administrator, and the Association.

45
46 The Superintendent/designee shall have a hearing within five (5) days

1 after receipt of the written appeal. The Superintendent/designee shall
2 have a written decision within seven (7) days.

3
4 Level III If the grievant is not satisfied with the disposition of the grievance
5 at Level II, or if no written decision has been rendered within twelve (12)
6 days after the grievance has been submitted at Level II the Association
7 may submit the grievance to arbitration. The Association shall notify the
8 Superintendent/designee by email within twenty-five (25) days. If a
9 question as to the arbitrability of an issue is raised by either party, such
10 question shall be determined in the first instance by the arbitrator.

11
12 The parties have jointly established a six (6) member panel of arbitrators that will
13 be utilized on a rotating basis for arbitration cases. The Parties will meet every
14 three (3) months, if needed, to review the panel and the Employer and the
15 Association may mutually agree to strike a panel member. Annually, the
16 parties will meet to review the panel and the Employer and the Association
17 may each choose to strike one panel member, who will then be replaced by
18 mutual agreement to maintain a six (6) member panel.

19
20 The Employer and the Association will identify and confirm the arbitrator who
21 will hear the case from the rotation list. The Association will contact the
22 arbitrator selected, with a copy of the email sent to Employee Relations to
23 request available dates. Once the dates are received, the Association will
24 confirm their availability as will the Employer. The date will be confirmed between
25 the parties.

26
27 The Employer and the Association agree to select hearing dates from those
28 presented by the arbitrator and not cancel hearings once scheduled, except in
29 extraordinary circumstances, such as the unavailability of witnesses or
30 emergencies. Should a scheduled arbitration be resolved or withdrawn, the
31 Parties may, by mutual agreement, move forward an arbitration pending with
32 the same arbitrator.

33
34 The Parties agree to schedule arbitrations during the summer months
35 with high school arbitrations receiving priority for the month of June.

36
37 The arbitrator shall have authority to hold hearings and make procedural rules
38 consistent with this Agreement. Such hearings shall be held as promptly as
39 practicable after the request for arbitration and the arbitrator shall issue the
40 decision within a reasonable time but no later than sixty (60) days after the date
41 of the close of the final hearing. If the Parties mutually agree, hearings may be
42 waived and the arbitrator's decision made on the basis of final statements and
43 evidence submitted to the arbitrator. The Employer and the Association agree to
44 select hearing dates from those presented by the arbitrator and not cancel
45 hearings once scheduled, except in extraordinary circumstances, such as the
46 unavailability of witnesses or emergencies.

47
48 The arbitrator shall be without power or authority to alter, amend or modify any of

1 the terms of this Agreement or to make any decision which requires the
2 commission of an act prohibited by law or which is violative of the terms of this
3 Agreement. The decision of the arbitrator will be submitted in writing and shall
4 set forth findings of fact and conclusions to the Parties and will be final and
5 binding on the Parties, unless rejected by a four-fifths (4/5) vote of the Employer
6 voting at a public meeting to be held within fifteen (15) days. Prior to the Board
7 voting the Association shall have the right to have a representative appear and
8 present the Association's position. The costs for the services of the arbitrator,
9 including per diem expenses if any, travel and subsistence expenses and the
10 cost of any hearing room will be borne equally by the Parties. All other costs will
11 be borne by the party incurring them.

12
13 Section E Grievances Filed at Level Above Immediate Supervisor

14
15 If grievances arise from action or inaction on the part of an administrator at a
16 level above the immediate supervisor the grievant may file such grievance in
17 writing at Level II after first attempting to resolve it informally. If the grievance is
18 not resolved it shall be processed through the applicable steps of Section D. The
19 Association may process such a grievance through all levels of the procedure.

20
21 Section F Grievance Meetings and Hearings

22
23 All meetings and hearings provided for by this Grievance Procedure shall be held
24 in private and shall include only such parties in interest, their representative(s),
25 and witnesses as necessary.

26
27 Section G Grievance Records

28
29 All official records of processing a grievance shall be filed separately from the
30 personnel file of the grievant.

31
32 Section H Grievance Forms

33
34 Grievance forms and other necessary documents will be prepared jointly by the
35 Superintendent/designee and the Association. The Association shall have the
36 responsibility for appropriate distribution of the forms for filing grievances. The
37 costs of grievance forms will be borne by the Employer.

38
39 Section I Miscellaneous

- 40
41 1. The Employer and the Association shall make available upon written
42 specific request to the other such information as is necessary to
43 effectively process grievances.
44
45 2. Neither the Employer nor the Association shall assert or submit any
46 ground or evidence before a grievance arbitrator which has not been

1 previously disclosed to the other party.
2

- 3 3. The Association and the aggrieved party will be required to exhaust
4 this Grievance Procedure including arbitration before seeking
5 alternative remedies, provided that by doing so they will not be
6 deemed to have waived or otherwise prejudiced any constitutional,
7 statutory, or other legal rights that they may have.
8
- 9 4. If in the judgment of the Association a grievance affects a group or
10 class of employees, the Association may initiate and submit such a
11 grievance in writing. When such a grievance arises outside of a
12 building the Association will attempt to resolve it informally before
13 processing it through the applicable steps of Section D, starting at
14 Level II. The Association may process such a grievance through all
15 levels of the procedure.
16
- 17 5. When it is necessary for the aggrieved party, a Grievance
18 Representative and/or other representative designated by the
19 Association to participate in a mutually scheduled grievance meeting or
20 hearing during the school day, the party will, upon notice to the
21 principal or appropriate administrator by the Association be released
22 without loss of pay as necessary in order to permit participation in the
23 meeting. Any employee whose appearance is necessary in such
24 meetings or hearings as a witness will be accorded the same right.
25
- 26 6. Decisions rendered at Levels I C and II of the Grievance Procedure will
27 be in writing, setting forth the decision and the reason therefore and
28 will be transmitted promptly to all parties-in-interest and to the
29 Association. Decisions rendered at Level III will be in accordance with
30 the procedure set forth in Section D, Level III.
31
- 32 7. The parties agree that Evaluation Form E-2 when “disciplinary: _____
33 yes” box is not checked, the E-2 will not be placed in the teacher’s
34 personnel file and shall not be grievable, except to the extent that it is
35 incorporated or referenced in subsequent disciplinary action or
36 summative evaluation that is grievable under the just cause provisions
37 of Article 9.
38
39

40 ARTICLE 30 – CERTIFIED PRE-SCHOOL TEACHERS/
41 EARLY CHILDHOOD MENTORING/RESOURCE TEACHERS
42

43 Section A The provisions included in this article will take precedence over any
44 other provisions found in the Agreement addressing the same or similar issues.
45

46 Section B
47

- 1 1. The normal duty hours of certified pre-school teachers, early childhood
2 mentoring resource teachers, and resource teachers shall not exceed
3 seven and one-half (7 ½) hours in length including a 20-minute duty-
4 free lunch period.
- 5
6 2. Certified pre-school teachers shall normally be provided two hundred
7 fifty (250) minutes of preparation time per week for the school year.
- 8
9 3. Class size maximum shall comply with state law and regulations.
- 10
11 4. In addition to a certified pre-school teacher, each classroom will be
12 staffed with at least one (1) instructional assistant. Substitutes for
13 instructional assistants will be provided when available to ensure
14 appropriate staffing within the classroom.
- 15
16 5. If a certified pre-school teacher, early childhood mentoring teacher, or
17 a resource teacher is required to work beyond the normal duty hours,
18 compensation will be determined according to Article 27,
19 Compensation Schedules.
- 20
21 6. Certified pre-school teachers will be observed and evaluated by the
22 immediate supervisor or building administrator.
- 23
24 7. All pre-school teachers, early childhood mentoring teachers and
25 resource teachers will be provided access to a computer, internet, and
26 other appropriate technology when and where available.
- 27
28 8. Certified pre-school teachers, early childhood mentoring resource
29 teachers, and resource teachers will be provided the opportunity to
30 participate in professional development. Reimbursement for expenses
31 will be subject to the Board approved Jefferson County Public Schools
32 Travel Guidelines.
- 33
34 9. Early childhood mentoring resource teachers and resource teachers,
35 that hold the appropriate certification, requesting assignment to a
36 certified pre-school teaching position will have transfer rights as
37 defined in Article 16, Transfer.
- 38
39 10. Vacant certified pre-school teaching vacancies will be staffed using an
40 interview process that will include a team of two (2) teachers from pre-
41 school, appointed by the Association President, and one (1)
42 administrator, as well as parents (where applicable). Preferential
43 consideration will be given to classified and certified pre-school
44 employees that obtain the appropriate teaching certification. Certified
45 pre-school teachers employed in Head Start must have the approval of
46 the Head Start Policy Council.
- 47

- 1 11. Certified pre-school teachers will perform home visits. Home visits will
2 normally be incorporated into the regular work day. Required home
3 visits that take place outside the work day will be compensated at the
4 hourly rate of pay. Work day schedules may be adjusted to allow for
5 home visits. On request, for home visits where there are
6 safety/security concerns, the Employer will, when possible, assign a
7 second individual to accompany the certified pre-school teacher.
8
- 9 12. Attendance at faculty meetings, as defined in Article 11, Teaching
10 Load and Duty Hours, will be mandatory, unless student supervision
11 requirements prohibit.
12
- 13 13. Only certified pre-school teachers assigned to classrooms that have
14 students assigned on the first K-12 student attendance day will be
15 eligible for the one (1) day of extended employment available to the K-
16 12 teachers during the first five (5) week days preceding the opening
17 day of the school calendar, as described in Article 22, School
18 Calendar.
19
- 20 14. Only Tuition certified pre-school teachers, having five (5) student days
21 per week, and Head Start certified teachers will be eligible for the two
22 (2) extended employment days allocated for parent/teacher
23 conferences, as described in Article 22, School Calendar.
24
- 25 15. Tuition based early childhood programs will be provided a “box” for
26 each classroom where parents can deposit the required tuition. The
27 school will be responsible for taking the money from the box,
28 accounting for the contents and forwarding the tuition to the
29 appropriate central office location. The teacher will not be required to
30 “follow-up” with parents concerning tuition payments.
31
- 32 16. Changing pads, gloves and wipes will be provided in the classrooms
33 for the purposes of changing students. An appropriate area will be
34 provided where students can be attended to accordingly.
35
36

37 ARTICLE 31 – JOB SHARING

38
39 The following procedures for Job Sharing will be implemented for all job sharing
40 agreements:

- 41
42 1. A job sharing proposal must be submitted in writing annually no later
43 than May 1 of each year by those requesting assignments to do job
44 sharing positions. Teachers returning from leave must complete all
45 requirements no later than July 15.
46

- 1 2. Job sharing proposals must include plans for a meeting to explain the
2 program to the parents of students involved before implementation of
3 the proposal.
- 4
- 5 3. The principal must approve job sharing proposals.
- 6
- 7 4. Job sharing assignments shall be filled only by full-time teachers who
8 are under active continuing contract with the school district who have
9 jointly agreed to work together and who have signed a contract
10 designed for that purpose.
- 11
- 12 5. Each teacher in a job-sharing assignment must elect to teach one-half
13 of the allotted time for a full-time position (plus an overlap period in the
14 middle of the school day) where applicable.
- 15
- 16 6. Both teachers in a job sharing position must sign the grade cards and
17 make appropriate reports and records.
- 18
- 19 7. Employees participating in the program must adhere to all rules and
20 regulations which govern the conditions of employment of full-time
21 school employees and will perform all duties required of any teacher,
22 under a full contract, i.e., conferences, extra duty assignments, staff
23 meeting, Inservice, etc.
- 24
- 25 8. Since the time worked is less than a four (4) hour day, teachers who
26 elect to be assigned to job sharing positions do not receive benefits
27 reserved for full-time employees except as stipulated in the JCBE-
28 JCTA Agreement provisions relative to part-time employees.
- 29
- 30 9. Compensation will be computed as one-half of the annual salary that
31 the individual teacher would have made as a full-time teacher based
32 on the individual teacher's rank and step on the teachers' salary
33 schedule.
- 34
- 35 10. Step increases based on experience will be credited in accordance
36 with state statute governing part-time employment, KRS 157.320(10).
- 37
- 38
- 39 11. Job sharing teachers will be credited with one-half (.5) sick leave days
40 per month and will be deducted on the basis of .5 days for each
41 absence.
- 42
- 43 12. KTRS deductions are reserved for full-time certified employees and,
44 therefore, will not be deducted from salaries of job sharing participants.
45 Teachers may make arrangement with KTRS to purchase fractional
46 years of service in accordance with retirement system regulations.

- 1
2 13. Certification renewal is the responsibility of the teacher and information
3 from the state certification agency will be provided to each teacher
4 participating in the program.
5
- 6 14. Any teacher participating in the shared-time program who desires to
7 return to full time employment must submit such a request in writing to
8 Personnel Services in writing.
9
- 10 15. When returning to full-time employment, a part-time/shared-time
11 teacher will be placed on the transfer list in order of his/her seniority
12 date and a school assignment will be made in accordance with the
13 transfer provisions of the Agreement.
14
- 15 16. For purposes of these procedures, participation in the job sharing
16 program shall not be considered a break in service when determining
17 the seniority date of the job sharing program participant.
18
- 19 17. The seniority date of the most senior teacher in a job sharing position
20 will be considered the seniority date of the team. A principal will use
21 this date, applicable only if a job sharing position is renewed, when
22 making overstaff decisions.
23
- 24 18. When a job sharing position is dissolved or not renewed, the teacher
25 who initially occupied the position has the first right to that full-time
26 position. If neither teacher held the initial position, the most senior
27 member of the job sharing team has first rights to the position.
28
- 29 19. Job sharing teachers are subject to suspension of contract during staff
30 reductions and have recall rights to positions for which they are or
31 become qualified.
32
- 33 20. The job performance of each participant will be evaluated annually by
34 the principal.
35
- 36 21. The participants, the principal and appropriate instructional staff, will
37 evaluate the effectiveness of the program annually in writing.
38
39

40 ARTICLE 32 – SPEECH AND LANGUAGE PATHOLOGISTS

41
42 A joint Committee consisting of five (5) Speech and Language Pathologists
43 appointed by the Association, two (2) Speech and Language Pathologists
44 appointed by the Employer, and three (3) administrators appointed by the
45 Superintendent will determine the school pairings for Speech and Language
46 Pathologists. The Committee will meet in March to determine the pairings for the

1 coming school year based on the needs of the individual schools and the
2 caseloads of Speech and Language Pathologists.

3
4 Speech and Language Pathologists will be provided with travel time between
5 schools not including their lunch.

6
7
8 ARTICLE 33 – PRIORITY SCHOOLS
9

10 Any school identified as a Priority School under KRS 160.346 by the Kentucky
11 Department of Education will be exempt from any requirements in this
12 Agreement that mandate placement of voluntary or overstaffed employees until
13 such time as the school is no longer identified as low achieving. Any such school
14 shall participate in the transfer process but will not be required to select any staff
15 from the transfer list.

16
17 Priority Schools may receive their transfer list one week earlier than other
18 schools.

19
20 In an effort to recruit, retain, and develop highly effective teachers in Priority
21 Schools, the Employer and the Association agree to work in cooperation to
22 provide incentives that could possibly include but are not limited to, National
23 Board Certification, Graduate degree completion, continuing education tuition
24 reimbursement, and/or paid professional development opportunities that pertain
25 to challenges within Priority Schools.

26
27 The Parties agree that pursuant to state law, the provisions of this collective
28 bargaining agreement shall not supersede the statutory requirements for Priority
29 Schools.

30
31
32 ARTICLE 34 – NEGOTIATION OF A SUCCESSOR AGREEMENT
33

34 The Parties agree that negotiation on a successor Agreement will begin no later
35 than the Monday following the last teacher day of the school year in which the
36 Agreement expires.

37
38 The parties to this agreement jointly agree to the following terms and conditions
39 as a process for settling any bargaining dispute between the respective
40 governing bodies.

41
42 The parties agree to negotiate at a mutually determined site. The parties agree
43 that bargaining will take place from 9:00 a.m. until 4:00 p.m. daily, but that any
44 session may be terminated at any time by either party.

45
46 Should the negotiations between the parties fail to produce an agreement, the

1 parties mutually agree to enter into mediation. The parties mutually agree to
2 begin mediation no later than the third week after bargaining begins. The parties
3 further agree to use a mutually agreed upon mediator. The mediation sessions
4 shall take place at the mutually agreed to site. The length of the mediation
5 sessions shall be determined by the parties.
6

7 Should mediation fail to produce an agreement between the parties a fact finding
8 hearing will be conducted. The fact finder shall be mutually agreed upon and the
9 hearing shall be held no later than the fourth week after bargaining begins. The
10 fact finder shall make a recommendation(s) on all unresolved bargaining issues,
11 issue by issue, no later than seven (7) calendar days after the hearing. The
12 parties shall have two calendar weeks to accept or reject the fact finder
13 recommendation(s).
14

15 Should mediation and fact finding fail to produce an agreement between the
16 parties, the outstanding issues that are still unresolved, as identified in the
17 advisory fact finding opinion, shall be submitted to issue by issue last best offer
18 binding arbitration. Both parties shall submit their issue by issue last best offer to
19 each other and to the arbitrator in a sealed envelope at the beginning of the
20 arbitration hearing. The arbitration hearing shall be conducted no later than one
21 week after rejection of the fact finders recommendation at a mutually agreed to
22 site. The arbitrator shall be without power or authority to alter, amend, or modify
23 the final issue by issue offers of the respective parties. The arbitrator shall
24 render a binding decision on each issue submitted. No decision will be binding
25 on either party, issue by issue, that is not the "last best offer" of one of the parties
26 as submitted to the arbitrator prior to the arbitration hearing. The parties will
27 mutually agree on an arbitrator or use the FMCS process for arbitration selection.
28

29 The decision of the arbitrator shall be submitted in writing to the parties within
30 five (5) calendar days of the hearing and will be final and binding on the parties
31 unless rejected by a four-fifths (4/5) vote of either constituency within fifteen (15)
32 calendar days of the issuing of the arbitrator's award. The parties' bargaining
33 teams agree to recommend the arbitrator's decision to the respective
34 constituencies.
35

36 Timelines contained herein may be amended by mutual agreement of the parties.
37

38 The cost of the process shall be borne equally by the parties.
39

40 This agreement is in full force and effect for the next negotiations between
41 parties. Any and all future negotiation impasses shall be controlled by the terms
42 of the existing agreement between the parties.
43

44 ARTICLE 35 – PRINTING THE AGREEMENT

45
46
47 The Agreement shall be published on the Employer's website.

1
2 The Employer shall print and furnish 2500 copies of the Agreement to the
3 Association.

4
5 Upon request by the Association, the Employer will provide additional copies of
6 the Agreement. All costs associated with printing of additional copies will be
7 reimbursed by the Association.

8
9
10 ARTICLE 36 – SAVINGS CLAUSE

11
12 Should any Article, Section or Clause of this Agreement be declared illegal or
13 contrary to federal or state regulations by a court of competent jurisdiction, it shall
14 be automatically deleted from this Agreement to the extent that it violates the law
15 or regulation. The remaining Articles, Sections and Clauses shall remain in full
16 force and effect for the duration of the Agreement, if not affected by the deleted
17 Article, Section or Clause.

18
19
20 ARTICLE 37 – DURATION

21
22 Section A This Agreement shall remain in full force and effect July 1, 2013
23 through June 30, 2018 with the exception of Article 27, Compensation
24 Schedules, which will be re-opened for negotiations for the 2014-15 school year
25 and each subsequent year unless bargained otherwise.

26
27 Section B The Employer agrees to take such action as is necessary to give
28 full force and effect to the provisions of this Agreement. The Employer shall
29 make no change in past policy, rule or practice affecting employees' wages,
30 hours or working conditions without mutual agreement between the Employer
31 and the Association. This Agreement shall supersede any rules, regulations or
32 practice of the Employer that shall be contrary to or inconsistent with its terms.

33
34 Section C Either party desiring changes, additions or deletions in the
35 Agreement shall notify the other party in writing and request a conference which
36 must be held within thirty (30) days. Changes, deletions, or additions will be
37 negotiated only upon mutual consent of both parties.

38
39 Any changes to this Agreement will be incorporated into the language of this
40 Agreement at the time of the change and published electronically.

41
42 Section D This Agreement is made and entered into on this _____, 2013 by
43 and between the Jefferson County Board of Education and the Jefferson County
44 Teachers Association.

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Board of Education of Jefferson County, Kentucky

Diane L. Porter
Chairperson

Donna M. Hargens, Ed.D.
Superintendent

Robert W. Tanner, Chief Negotiator
Director, Labor Management
& Employee Relations

Michael Raisor, Ph.D.
Chief Operating Officer

Jefferson County Teachers Association

Brent McKim, President
Chief Negotiator

DeeAnn Flaherty, Executive Director
Negotiator

1 JEFFERSON COUNTY BOARD OF EDUCATION
2 NEGOTIATION TEAM
3

4 Rob Tanner, Chief Negotiator
5 Director, Labor Management & Employee Relations
6

7 Mike Raisor
8 Chief Operating Officer
9

10 Cordelia Hardin
11 Chief Financial Officer
12

13 Rosemary Miller,
14 General Counsel
15

16 Jim Jury, Principal
17 Eastern High School
18

19 Jan McDowell, Principal
20 Noe Middle School
21

22 Ronda Cosby, Principal
23 Chancey Elementary School
24
25

1 JEFFERSON COUNTY TEACHERS ASSOCIATION
2 NEGOTIATIONS TEAM

3
4 Brent McKim, Chief Negotiator
5 President

6
7 DeeAnn Flaherty, Negotiator
8 Executive Director

9
10 Tammy Berlin, Teacher
11 Atherton High School

12
13 Royce Whitman, Teacher
14 Crums Lane Elementary

15
16 Beverly Chesterburton, Teacher
17 Stuart Middle School

18
19 Andrew Bailey, Teacher
20 Fairdale High School

21
22 Pam Jones, Teacher
23 Western Annex/Early Childhood

24
25 James Hughley
26 Deputy Director

27
28 Chanda Hornback
29 Area Director for UniServ

30
31 Sheila E. Partee
32 Executive Assistant to the Executive Director
33
34

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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:



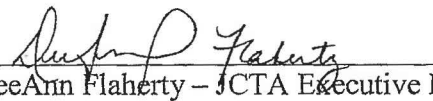
Donna Hargens – JCPS Superintendent

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

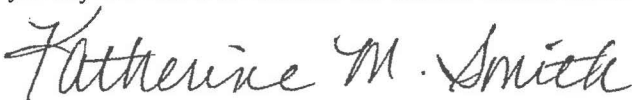
V. Consent Calendar for January 28, 2013

- A. Approval of Personnel Actions
- B. Approval of Certified Leaves of Absence
- C. Approval of Organizational Charts
- D. Approval of Field Trip Requests
- E. Approval of Bid and Revised BG-1 Form for New Operations Building at Blankenbaker Bus Compound
- F. Approval of Project Completions and BG-4 Forms
 - 1. Stadium Electrical Upgrades at duPont Manual High School
 - 2. New Performing Arts Pavilion at Lincoln Elementary Performing Arts School
 - 3. Generator Replacement at VanHoose Education Center
 - 4. 2012 Paving Package 1 at Various Schools for Riverside Paving & Contracting, Inc.
 - 5. 2012 Paving Package 2 at Various Schools for Riverside Paving & Contracting, Inc.
- G. Approval of Construction Change Orders
- H. Approval of Bid Tabulations and Amendments
- I. Acceptance of Purchase Order Report
- J. Acceptance of Voucher Report
- K. Acceptance of Professional Services Contracts of \$5,000 or More
- L. Acceptance of Monthly Report of Professional Services Contracts
- M. Acceptance of Quarterly Report of Investment Performance
- N. Acceptance of Financial Report for Period Ended December 31, 2012
- O. Approval of Electrical Easement at Pleasure Ridge Park High School
- P. Approval of Water Easement at Pleasure Ridge Park High School
- Q. Approval of School Allocation Standards for Fiscal Year 2013-14
- R. Acceptance of Donations
- S. Acceptance of Funding from the Jefferson County Public Education Foundation
- T. Acceptance of Grants and Funding
 - 1. Acceptance of Grant from National Association of Elementary School Principals and the MetLife Foundation
 - 2. Acceptance of Teaching Art Together Grants from Kentucky Arts Council
 - 3. Acceptance of Fund for the Arts Grants
 - 4. Acceptance of Increase in Funding from Kentucky Department of Education for Career and Technical Education Program
- U. Approval of Change of Administrative Authority for Child and Adult Care Food Program
- V. Approval of Agreement with the University of Kentucky for Dietetic Internship Program
- W. Local District Certification of School Board Member Training Credit Hours
- X. Approval of Student Enrollment Projections for 2013-14
- Y. Approval of Kentucky Race to the Top Revised Local School District Scope of Work Agreement
- Z. Approval of General Fund Draft Budget for Fiscal Year 2013-14
- AA. Approval of Joint Statement of Commitment for the Collaborative Development of a Jefferson County Educator Growth System

Order #2013-012 - Motion Passed: A motion to approve the Consent Calendar as presented in Agenda Items V.A. through V.AA. passed with a motion by Mrs. Linda Duncan and a second by Mr. Chuck Haddaway.

Mr. Chris Brady	Yes	Mrs. Linda Duncan	Yes
Mrs. Carol Haddad	Yes	Mr. Chuck Haddaway	Yes
Mr. David A. Jones, Jr.	Yes	Ms. Diane Porter	Yes
Mrs. Debbie Wesslund	Yes		

Certified to be true copies of business duly adopted by the Board of Education of Jefferson County, Kentucky, on the 28th day of January 2013 and is on record in the Official Minute Books of said Board of Education.



Katherine M. Smith
Assistant Secretary to the Board

MEMORANDUM OF AGREEMENT

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

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

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

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

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

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

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

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

- a. For all teachers:
 - i. Common planning time;
 - ii. New teacher cohort support program;
 - iii. Compensation for participation in after-school professional learning communities; and
 - iv. School-wide funded parent engagement program.
- b. For Developing, Accomplished, and Exemplary teachers:
 - i. A "basket" of incentive choices from which an eligible teacher may select. Examples of incentives may include, but not be limited to, bonus or loan forgiveness for teaching in a high-need school with a three (3) year commitment, health club membership, child care subsidies, and other incentives; and
 - ii. Tuition reimbursement for pursuit of a master's degree.
- c. For Accomplished, and Exemplary teachers:
 - i. Fee remission for participation in the National Board for Professional Teaching Standards certification process and a bonus for successful completion; and
 - ii. Summer school teaching opportunities.
- d. Ineffective teachers:
 - i. No additional compensation for leadership opportunities; and
 - ii. Not eligible for school rewards for staff (see ¶10 below).
- e. Hiring of teachers:
 - i. Teachers with less than two (2) years experience must exhibit competencies established by the school district to determine the capacity of a teacher to work within a turnaround environment to meet the needs of students.

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

- a. The system shall provide school-wide bonuses to all certified and classified staff, except that Ineffective teachers shall not be eligible for bonuses established under this section.
- b. Bonuses shall be provided to all staff when a school meets or exceeds specific performance goals established in the Comprehensive School Improvement Plan (CSIP) developed under the requirements and guidelines for the federal School Improvement Grant (SIG) program.
- c. The teacher representatives on each school's SBDM Council or School Advisory Council and the principal shall serve as a School Improvement Committee for the given school. In the absence of elected teacher representatives serving on a school's SBDM Council or School Advisory Council, the teachers in the school shall elect three teacher representatives by secret ballot to serve with the principal on the School Improvement Committee.
 - i. The School Improvement Committee shall review all pertinent information related to school performance and recommend school performance goals for approval by the certified staff of the school.
 - ii. All goals approved by school shall be reviewed and approved by the Educator Quality Oversight Committee. The Educator Quality Oversight Committee may require a school to revisit its selected goals.
 - iii. The goals shall take into account data on student growth as a significant factor, as well as other factors such as multiple observation-based assessments of student performance, and increased high school graduation rates (if applicable).
 - iv. "Student growth" as used in this MOA means the change in achievement for an individual student between two or more points in time. For grades in which the state administers summative assessments in reading/language arts and mathematics, student growth data must be based on the State's assessment under section 1111(b)(3) of the ESEA. A state may also include other measures that are rigorous and comparable across classrooms.
- d. School performance goals may be established regarding the following measures, or other measures determined by the Educator Quality Oversight Committee:
 - i. Achievement gap reduction;
 - ii. Percentage of students scoring "proficient" or "distinguished" on the statewide assessment in specific content areas;
 - iii. Percentage of students meeting statewide "college and career ready" standards established by the Kentucky Department of Education;
 - iv. Percentage of students passing statewide end-of-course assessments;
 - v. PLAN/ACT scores;
 - vi. High school graduation rate;

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

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

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

- vi. Common planning time;
- vii. New teacher cohort support program;
- viii. Participation in after-school professional learning communities; and
- ix. School-wide funded parent engagement program (see ¶ 5, 7, 9 above).

d. If a teacher, having received assistance and multiple opportunities for improvement, has not demonstrated sufficient professional success, the school district may seek the teacher's removal from the school by making an alternative assignment to a non-PIA school, or through the significant deficiency process provided for in the parties' Agreement.

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

JEFFERSON COUNTY PUBLIC SCHOOLS SUPERINTENDENT

By:

[Handwritten Signature]
12/13/11

JEFFERSON COUNTY BOARD OF EDUCATION

By:

[Handwritten Signature], Chair

JEFFERSON COUNTY TEACHERS ASSOCIATION

By:

[Handwritten Signature] 12/16/2011
President

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