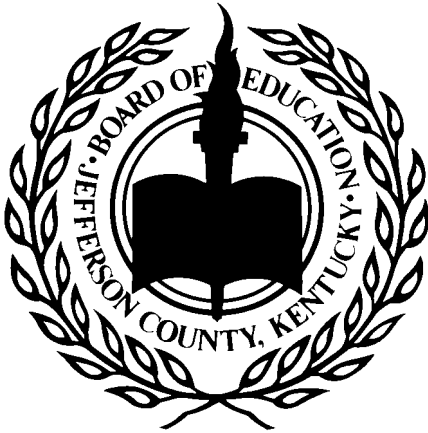

JEFFERSON COUNTY PUBLIC SCHOOLS

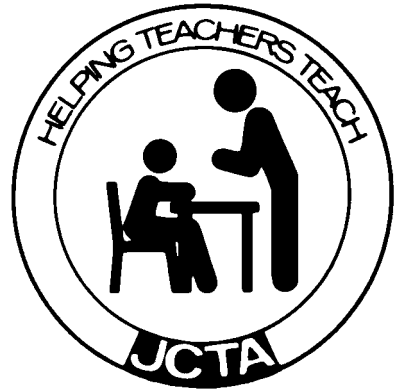
2018-26 Agreement

Between the



**Jefferson County
Board of Education**

and



**Jefferson County
Teachers Association**

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2018-2026

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Equal Opportunity/Affirmative Action Employer
Offering Equal Educational Opportunities

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PREAMBLE

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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 or otherwise licensed 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

- 1 County Public Schools following last break in service; ties
2 in seniority dates will be broken by the largest sum of the
3 final four digits of the employees' Social Security numbers.
4
- 5 12. ARC means the Admissions/Release Committee.
6
- 7 13. Part-timers means any employee working less than a full
8 duty day.
9
- 10 14. Vacancy means a position in the bargaining unit approved
11 by the Board but not having a teacher of record.
12
- 13 15. Teacher of Record means an individual in the bargaining
14 unit who is filling a position with a change form completed
15 by Personnel to verify the same.
16
- 17 16. Overstaff means a condition where a teacher is
18 involuntarily placed on the transfer list.
19
- 20 17. Laid Off is a condition in which a teacher's contract is
21 suspended due to lack of a teaching position.
22
- 23 18. Restricted Certification is a condition in which a teacher's
24 certificate is not considered valid for teaching in the
25 Jefferson County Public Schools due to lack of adequate
26 teaching positions in the certification area. The teacher
27 would be laid off in a restricted certification area if it were
28 not for having a second certification that allows a teacher
29 to maintain a position with the Employer.
30
- 31 19. Least Restrictive Environment is that education setting or
32 program in which the identified child can function most
33 effectively based upon his/her unique needs and
34 capabilities.
35
- 36 20. Resource Room is a special education class configuration
37 in which a student identified by an ARC may spend up to
38 50% of the student day.
39
- 40 21. Special Area Teacher is an elementary art, music, physical
41 education or computer teacher who is assigned to work in
42 different building locations on different days of the week.

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- 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.
- 26. Level 1, 2 and 3 Schools are schools that the District identifies as needing additional support.
- 27. Employee Resolution Agreement means an agreement between the Employer, the Association, and one or more employees to resolve disciplinary, assignment, payment or other employment issues involving the identified employee(s), where no grievance has been filed. Such an agreement does not require approval of the Board and is not reported to the Board. Although Employee Resolution Agreements, Grievance Resolution Agreements, and Tribunal Resolution Agreements do not require Board approval or reporting to the Board, alterations to job type, employment status, or the like that are included in such agreements may be reported to the Board within normal and customary reports to the Board.
- 28. Grievance Resolution Agreement means an agreement between the employer, the Association, and one or more employees to resolve a written grievance, which has been filed pursuant to this collective bargaining agreement. Such an agreement does not require approval of the Board and is not reported to the Board.
- 29. Tribunal Resolution Agreement means an agreement between the Employer, the Association, and an employee to resolve a tribunal proceeding under KRS 161.790. Such an agreement does not require approval of the Board and is not reported to the Board.

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

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

ARTICLE 2 – SCHOOL BOARD AUTHORITY

Section A The Board of Education of Jefferson County, Kentucky hereby specifically retains and reserves unto itself, the Superintendent, the Principal/administrator, or designee, and other administrative personnel of the school system all powers, rights, authority, duties and responsibilities, and the exercise thereof, as conferred upon and delegated to and vested in them by the Constitutions and the Laws and Regulations of the United States of America and the Commonwealth of Kentucky except as otherwise specifically provided for in this agreement.

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

1. Adhering to the provisions of this Agreement

1 any manner which would interfere with or interrupt normal school
2 operations or posted in any schools by the Parties or any of their agents.

3
4 The Association shall provide in advance to the office of the
5 Superintendent or designee four (4) copies and to the office of the
6 Principal/administrator, or designee one (1) copy of any material to be
7 distributed or posted.

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

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

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

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

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

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

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

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

32
33 In the event that payroll dues deduction is prohibited by law, the
34 Employer shall provide to the Association the electronic funds routing
35 information each payroll cycle for all employees who have consented
36 to membership in the Association.

37
38 Employees new to the school district will be provided with a JCTA
39 membership form through which they can actively opt into membership
40 of JCTA.

41

1 The Employer will deduct specified dues from those individuals that
2 have notified the Employer in writing of their desire for membership as
3 noted by their signature on the JCTA membership form. The Employer
4 will cease the deduction of dues upon notification by the Association.
5 JCTA will provide an electronic file which includes the JCPS employee
6 identification number if available to the JCPS Payroll department of all
7 individuals who have provided a signed membership form along with a
8 copy of the form.

9

10 When said employee chooses membership, a copy of that form
11 complete with hire date and date of membership will be provided to
12 the Association.

13

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

19

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

24

25 Section H The Superintendent and/or designee and the Association
26 President and/or designee shall meet at least bimonthly to discuss
27 implementation of the provisions of this Agreement and other items of
28 mutual concern.

29

30 Section I The Employer shall provide the Association on the same
31 schedule as used for dues deduction transmittal, the following
32 information electronically:

33

- 34 1. Employee's name (last, first)
- 35 2. Dues deduction status
- 36 3. Employee's Social Security number
- 37 4. Employee's mailing address (including zip code)
- 38 5. Employee's work location (where the employee reports their time
39 and attendance)
- 40 6. Employees seniority date
- 41 7. Current valid certificates (up to 8 endorsements)
- 42 8. Race/sex code

- 1 9. Salary schedule placement (rank and step)
- 2 10. Career incentive increments
- 3 11. Extra Service Pay Schedule assignments
- 4 12. Employee’s home phone number(s)

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

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

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

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

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Section M The district and the association shall maintain a joint Teaching, Learning, and Assessment Collaborative (TLAC), which shall meet at least bimonthly, at the request of either party, to discuss teaching, learning, and assessment issues and promote labor-management collaboration in the district. Half the TLAC members shall be appointed by the superintendent and half shall be appointed by the JCTA president. The superintendent and the JCTA president shall each select a co-chair who will jointly plan and facilitate TLAC meetings.

38
39

ARTICLE 5 – EMPLOYEE RIGHTS

40 Section A The Employer agrees there shall not be any discrimination
41 against any employee by reason of age, color, disability, marital or
42 parental status, national origin, race, sex, sexual orientation, gender

1 identity, gender expression, veteran status, genetic information,
2 religious or political affiliation or beliefs or whether said employee is a
3 member of the Association.

4
5 Section B The Association agrees not to discriminate with regard to
6 representation of employees in the administration of this agreement or
7 with regard to terms and conditions of membership because of age,
8 color, disability, marital or parental status, national origin, race, sex,
9 sexual orientation, gender identity, gender expression, veteran status,
10 genetic information, religious or political affiliation or beliefs, or
11 because an employee is not a member of the Association.

12
13 Section C The Parties agree that the provisions of this Agreement
14 shall be applied to all employees without discrimination on the basis of
15 membership or non-membership in the Association.

16
17 Section D Nothing contained herein shall be construed to deny or
18 restrict any rights any employees may have under the Constitutions and
19 Laws of the United States or of the Commonwealth of Kentucky.

20
21 Section E No adverse action of any kind shall be taken by the
22 Employer or any of its agents against any employee for reason of
23 participation in negotiations, the administration of this Agreement, the
24 performance of duties or the exercise of the rights of citizenship. No
25 adverse action of any kind shall be taken by the Association or any of its
26 members or agents against the Employer, the Superintendent or other
27 administrators for reason of participation in negotiations, the
28 administration of this Agreement, the performance of duties, or the
29 exercise of the rights of citizenship.

30
31 Section F The private life of an employee is not within the
32 appropriate concern or attention of the Employer except when it
33 adversely affects fulfillment of the employee's professional
34 responsibility.

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

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

- 40
41 1. Complying with the Employer's rules and regulations which
42 are not inconsistent with this Agreement.

1 2. Adhering to the provisions of the Agreement.

2

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

5

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

9

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

19 The parties agree to comply with all confidentiality and reporting
20 requirements concerning student records as required by law.

21

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

33

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

36

37	Article 7	Student Discipline
38	Article 8	Employee Evaluation
39	Article 9	Employee Discipline
40	Article 10	Personnel Files
41	Article 16	Transfers
42	Article 18	Lay-Off/Recall

1	Article 27	Compensation
2	Article 29	Grievance Procedure

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

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

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

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Section N Each work site will have a six-member Collaborative Leadership Team (CLT) with half the team being employees. For employee groups that are not building-based, the District and Association will identify one or more appropriate CLTs. Administrative members of the team shall be selected annually by the principal or site administrator and employee members of the committee shall be elected using the same process used to elect teacher representatives on the Teacher Transfer Selection Committee. The CLT shall select one administrator member and one employee member to serve as co-chairs to plan and conduct committee meetings. Representatives from other employee groups may be included by mutual agreement of the CLT members. Meetings shall be held at times so that all members can

1 attend. Committee members will be compensated for time beyond
2 their regular workday at their hourly rate to attend meetings. Each site's
3 CLT shall meet at least bi-monthly during the school year.

4
5 The CLT shall be charged with the following responsibilities:

- 6
- 7 1. Promoting labor-management collaboration at the site.
- 8 2. Promoting authentic educator voice in site decision-making.
- 9 3. Providing a forum for the school staff to discuss teaching,
10 learning, assessment, and other educational issues and
11 promoting shared ownership of decision-making.
- 12 4. Seeking input from the site's staff regarding issues, challenges,
13 and opportunities at the site.
- 14 5. Working collaboratively to respond to issues, suggestions, and
15 questions regarding issues, challenges, and opportunities at
16 the site.
- 17 6. Meeting in a timely manner to consider issues raised by staff.
- 18 7. Assuring a commitment to racial equity, using such tools as the
19 REAP, when considering issues at the site.
- 20 8. Recommending policy changes, as may be needed, to the site's
21 SBDM Council, if one exists.
- 22 9. Identifying unmet needs and communicating those needs to
23 the District Teaching, Learning, and Assessment Collaborative.
- 24

25 Section O The provisions of this Agreement apply to part-time
26 employees, including any retirees included in the bargaining unit,
27 except Article 11 – Teaching Load and Duty Hours, Article 15 –
28 Assignment, Article 16 – Transfers, Article 26 – Leaves of Absence,
29 Section C (Emergency Leave) and Section D (Personal Leave), and Article
30 27 – Section A (Compensation Schedules), Section B (Insurance), and
31 Section C (Sick Leave Pay-Out Upon Retirement).

32
33 Sick leave shall be prorated monthly or major fraction thereof and
34 compensation shall be prorated from the salary schedules in Article 27.

35
36 Section P Employees and administrators shall be treated in a
37 professional manner at all times.

38
39 Section Q Employees shall not be required to transport
40 parents. Employees will also not be required to transport students
41 unless it is a part of the regularly assigned duties.

1 Section R Employees, except Resource Teachers, shall not be
2 required to chair ARC's.

3

4 Section S Early Childhood classrooms shall be staffed according to
5 the requirements of the Commonwealth of Kentucky.

6

7 Section T All student records, when requested, shall be forwarded
8 to the receiving school within seven (7) days, if available.

9

10 Section U The Employer shall provide Safe Crisis Management
11 training for any employee requesting such training.

12

13 Section V If requested by an employee, employee votes shall be by
14 secret ballot.

15

16 Section W Employees shall be free to join or not join the
17 Association. No employee shall be discriminated against by either the
18 Employer or the Association because of membership or non-
19 membership in any organization.

20

21 Section X The Employer acknowledges that all Employees have a
22 right to steps on the salary schedule.

23

24 Section Y Employer Provided Training
25 The District will make available all ongoing professional development
26 and training required by federal and state law and board policy. The
27 District will make available professional development relating to the
28 seclusion and restraint of students, student bullying prevention,
29 restorative practices, and diversity training.

30

31 ARTICLE 6 – ACADEMIC FREEDOM

32

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

35

36 Section A The Parties agree that young people should be educated
37 in the democratic tradition which fosters a recognition of individual
38 freedom and social responsibility, inspires meaningful awareness of and
39 the respect for the Constitutions and Laws and instills appreciation for
40 the value of individual personality. It is recognized that these values
41 can best be transmitted in an atmosphere which is free from censorship

1 and artificial restraints upon free inquiry and learning, and in which
2 academic freedom is encouraged and enjoyed.

3
4 Section B In performing their teaching duties, employees shall strive
5 to provide students opportunity to investigate all facets, sides, and/or
6 opinions of and about any and all topics and materials introduced or
7 presented including those which are or may be of a controversial
8 nature. Such material presented to students must be relevant to the
9 course and appropriate to the maturity level and intellectual ability of
10 the students. Employees shall permit the expression of the views and
11 opinions of others and encourage each to form individual views and
12 opinions through such procedures. Employees shall at all times strive
13 to promote tolerance for the views and opinions of others and for the
14 privilege of individuals to form and hold differing views and opinions.

15
16 Section C The plan book and grade book used in the district shall be
17 mutually agreed upon between the parties of this Agreement.
18 Individual employees and supervisors can agree to use an alternate plan
19 book and/or grade book. Lesson plan books may be used as a
20 collaborative tool between supervisor and teacher to enhance the
21 quality and delivery of instruction. Teachers may refer to other
22 documents and materials (such as curriculum guides, IEPs, 504 Plans or
23 teacher guides) but are not required to copy them into the lesson plan
24 books.

25
26 The Employer and the Association mutually agree to use Infinite
27 Campus or any subsequent state adopted electronic grade and
28 attendance software system provided by the Employer. The Employer
29 shall make available adequate and appropriate ongoing professional
30 development on the use of the electronic grade and attendance
31 software system. Online access to the electronic grade and attendance
32 system will be provided by the Employer. Employees shall be required
33 to enter assignments with grades no more than once every three (3)
34 weeks. Teachers shall not be required to enter a specific number of
35 grades per grading period but may be required to enter all grades that
36 will be part of a student's final grade once every three (3) weeks with
37 the exception of teachers who see students less frequently such as
38 Special Area teachers who do not have graded work for students during
39 a three (3) week period. Multiple assignments may be combined for
40 grade entry purposes but all entered work must be clearly identifiable.

41

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

8
9 Employees shall be required to enter attendance once daily prior to the
10 start of instruction in elementary school locations, and by class period
11 in middle and high school locations. For middle and high school,
12 attendance shall be turned in by the end of the class period. In the
13 event, the speed of onsite data transfer is not adequate for timely data
14 entry, the employer will allow for alternative methods for collecting
15 onsite classroom date.

16
17 In addition, Teachers will make a record of phone calls, emails, and face-
18 to-face parent/teacher conferences and will submit this information to
19 designated office personnel for submission to the district information
20 system(s) or teachers may enter this information into the district
21 information system(s).

22
23 Section D Employees shall be given four (4) days after the end of each
24 grading period to submit students' grades except for the end of
25 semester grades for students classified as seniors which shall be due
26 thirty-six (36) hours after the last final exam administered.

27 28 ARTICLE 7 – STUDENT DISCIPLINE

29
30 Section A The Parties agree to effectively carry out the *Student*
31 *Support and Behavior Intervention Handbook* and the *Student Bill of*
32 *Rights* adopted by the Employer. The Association shall be a party to any
33 evaluations and necessary revision of this Handbook that shall continue
34 to provide for elementary, middle and high school needs.

35
36 Section B Principal/administrator, or designee shall review annually
37 with employees the procedures and provisions of the *Student Support*
38 *and Behavior Intervention Handbook* and the *Student Bill of Rights*.

39
40 Section C The provisions of the *Student Support and Behavior*
41 *Intervention Handbook* and the *Student Bill of Rights* shall be subject to
42 the Grievance Procedure.

1
2 Section D The Employer shall strive to provide a learning
3 environment that is safe and free from interruptions by disruptive
4 students.

5
6 Section E Employees may, in compliance with the *Student Support*
7 *and Behavior Intervention Handbook* and the *Student Bill of Rights*
8 temporarily remove a disruptive student from the classroom.

9
10 ARTICLE 8 – EMPLOYEE EVALUATION

11
12 The performance of all employees shall be evaluated according to
13 procedures developed by the Employer or its agents. Such procedures
14 shall be limited by the provisions of Section A. Upon the observation of
15 significant deficiencies in work performance, the provisions of Section
16 B or C, whichever is applicable, shall be followed in addition to those in
17 Section A. Any evaluation used as a basis for adverse action shall be
18 conducted according to Section B or C in addition to Section A.

19
20 Section A General Evaluation Procedure

- 21
- 22 1. All monitoring or observation of work performance of an
23 employee shall be conducted openly and with full knowledge
24 of the employee.
 - 25
 - 26 2. All evaluations shall be in writing. If evaluation forms not
27 requiring narrative style are used, they shall be jointly
28 designed by the Parties.
 - 29
 - 30 3. Observations by the evaluator shall be required prior to the
31 evaluation of an employee’s classroom work performance.
 - 32
 - 33 4. Evaluations shall acknowledge the strengths of employees, as
34 well as deficiencies, and shall note all data used to support the
35 conclusions made by the evaluator. The evaluator shall make
36 a fair and objective effort to determine whether deficiencies
37 have been corrected.
 - 38
 - 39 5. Employees shall be evaluated only by appropriate
40 administrators with rating authority in compliance with state
41 law and regulation.
 - 42

- 1 6. The evaluator shall take into consideration and note in writing
2 any circumstances that may adversely affect an employee's
3 performance.
4
- 5 7. Student test scores may be used to evaluate achievement and
6 progress of students and the district's instructional program;
7 however, these scores shall not be used in any way to evaluate
8 the work performance of employees unless they agree
9 voluntarily.
10
- 11 8. A conference shall be held between the evaluator and the
12 employee after the written evaluation is received by the
13 employee.
14
- 15 9. Observations for which advance notice (date and time) is
16 required shall be identified in the Certified Evaluation Plan.
17
- 18 10. Evaluations must be completed no later than April 15 and
19 submitted to the employees by no later than May 1 except for
20 those employees who have been identified as having
21 significant deficiencies in which case the provisions in Section
22 B of this article will apply.
23
- 24 11. The performance of all Special Area Teachers/Traveling
25 employees shall be evaluated in a collaborative effort among
26 the employee's cost center heads.
27
- 28 12. An Advisory Committee, including employees nominated by
29 the Association shall be established annually for the purpose
30 of reviewing and recommending modification, if any, to the
31 evaluation plan.
32
- 33 13. Tenured employees will be evaluated at least every three
34 years. Non-tenured employees will be evaluated yearly.
35 Employees receiving Intensive Support may be evaluated
36 within the year of the Intensive Support.
37

38 Section B Intensive Support: When significant deficiencies in work
39 performance have been observed, an employee may be placed in
40 Intensive Support as follows:
41

- 1 1. Significant deficiencies in work performance shall be noted in
2 writing and discussed with the employee in a conference.
3
- 4 2. The evaluator shall observe the employee's work performance
5 a minimum of three (3) 30-minute periods within a ten-week
6 period (50 worked days) beginning with notification. For the
7 employee not assigned to a classroom, the evaluator must
8 observe the work performance of the employee for three (3)
9 30-minute periods when the employee is fulfilling the
10 employee's job responsibilities. The employee shall be
11 notified in advance of the time and date of one (1) observation
12 for evaluative purposes during the Intensive Support
13 period. Intensive Support observations shall be documented
14 on a mutually agreeable form.
15
- 16 3. Each observation shall be followed by an evaluator/evaluatee
17 conference within the first five (5) days the employee is at
18 work following the observation
19
- 20 4. The evaluator shall identify the professional staff services
21 and/or materials that the employee may use to help correct
22 the identified deficiencies. There shall be identified at least
23 one (1) professional staff person (who may be a staff person at
24 the teacher's work site) who will not evaluate the employee,
25 but who will be available to assist/help a teacher on deficiency
26 correct the identified deficiency areas.
27
 - 28 a. Once the Employer has identified the professional
29 staff person to be assigned, the employee on
30 deficiency will have the option of waiving any
31 contractual right to assistance from the non-
32 evaluative professional staff person assigned.
33
 - 34 b. The employee, the Association and the Employer will
35 confirm in writing via a mutually agreeable form that
36 the required assistance has been offered and/or the
37 employee has waived their right to the
38 assistance. This will occur within the first ten (10)
39 days after the notice of significant deficiency is issued.
40 Should the employee refuse to confirm the offer in
41 writing, the Employer will confirm the refusal in
42 writing and provide the Association a copy.

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c. The Association and the Employer agree that the non-evaluative professional staff person assigned to provide assistance will not provide any testimony or evidence, before any arbitrator, concerning the teacher on deficiency. However, the Employer may provide evidence of dates, times, and description of assistance provided.

- 5. The Evaluator shall summarize the observations and conferences in writing and provide a copy to the employee.
- 6. Intensive Support observations will only be included in the personnel file as a part of the resulting summative evaluation.
- 7. An employee who has been placed in Intensive Support may appeal the summative evaluation resulting from Intensive Support, but employment decisions based on the Intensive Support process cannot be appealed to a DEAP.

Section C Exception

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

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

Section E Non-Renewal

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

- 1 1. Non-tenured teachers shall have a mid-year performance
2 evaluation if the teacher worked full time in the classroom at
3 least two-thirds (2/3) of the period before the Evaluation
4 Deadline. This mid-year evaluation will replace one of the
5 observations/E-2 required by the current evaluation process.
6 The mid-year evaluation process will include:
7
8 a. Completion of a mid-year evaluation form including
9 ratings and evidence for the domains specified in the
10 Certified Evaluation Plan;
11
12 b. A narrative section where specific recommendations
13 for improvement will be listed; and
14
15 c. A recitation of support services offered for areas of
16 improvement noted
17
18 d. This E-2 may be delivered by certified mail.
19
20 2. When issuing a mid-year performance evaluation, the principal
21 shall meet and discuss the evaluation with the teacher. The
22 evaluation will be placed in the teacher's personnel file after
23 the teacher has had the opportunity to comment upon the
24 evaluation in writing [which must be received by the principal
25 within twenty-one (21) calendar days following receipt by the
26 teacher of the evaluation] and said comment, if timely
27 received, shall also be included in the personnel file.
28
29 3. The performance evaluation will be provided to the teacher by
30 February 15 unless a teacher was hired on or after December
31 1 of the current school year in which case the performance
32 evaluation will be provided to the teacher by March 15.
33
34 4. Mid-year evaluations will only be done for teachers the
35 principal believes could be recommended for non-renewal
36 based on performance.
37
38 5. The Parties agree that the Superintendent retains the right to
39 non-renew the limited contract of a teacher pursuant to KRS
40 161.750 and such right to non-renewal is not impacted,
41 abrogated or diminished by or subject to the Agreement
42 between the Employer and the Association. The Association

1 will not arbitrate or litigate the non-renewal of the limited
2 contract of any teacher, or seek the re-employment of a
3 teacher who has been non-renewed as a remedy to any
4 grievance or litigation, except that the Association may file a
5 grievance seeking renewal on behalf of a non-renewed teacher
6 if that teacher worked full time in the classroom at least two-
7 thirds (2/3) of the period before the Evaluation Deadline and
8 did not receive a mid-year performance evaluation prior to the
9 deadlines specified in #3 above. The subject of the grievance
10 shall be expressly limited to whether the mid-year
11 performance evaluation was drafted and made available to the
12 teacher by the principal before the Evaluation Deadline.
13

14 6. The Parties agree that non-renewal based on employee
15 misconduct/discipline is not subject to the procedural
16 requirements of Article 8 of the Agreement. Employee
17 misconduct/discipline that occurs during a contract term may
18 be grieved under Article 9 of the Agreement; however, the
19 grievant may not seek as a remedy in such grievance-
20 arbitration process renewal of the contract.
21

22 7. The Employer will agree not to report to EPSB the non-renewal
23 of a non-tenured teacher's contract for failure to meet local
24 standards for quality of teaching performance unless such a
25 report is otherwise required by law.
26

27 8. In a non-tenured teacher's fourth year, the Superintendent
28 shall use the following process prior to not renewing the
29 teacher's contract for performance reasons (and thereby
30 denying the teacher tenure):
31

32 a. If performance issues are noted that could lead to
33 non-renewal, the teacher shall be notified of the
34 potential for non-renewal by March 1 and shall be
35 provided assistance, including but not limited to:
36

37 i. An evaluator shall observe the employee's
38 work performance a minimum of two (2) 30-
39 minute periods within a six-week period (30
40 worked days) beginning with
41 notification. For the employee not assigned
42 to a classroom, the evaluator must observe

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

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

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

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

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

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

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

1 iv. The Review Committee shall then issue a
2 recommendation to the Superintendent
3 concerning the teacher’s request for an
4 additional contract. If possible, the Review
5 Committee will submit a joint
6 recommendation. If not, differing
7 recommendations will be submitted.
8

9 c. The Superintendent, after considering the
10 recommendation(s) of the Review Committee, shall
11 determine whether the teacher’s contract will or will
12 not be renewed. However, if no recommendations
13 are received prior to the fifteen (15) days before the
14 deadline established by KRS 161.750 for issuing non-
15 renewal notices, the Superintendent shall make a
16 determination based on any information he or
17 she deems appropriate. A fourth-year teacher will
18 have no right to grieve the Superintendent’s decision
19 not to renew, except on the grounds that the required
20 evaluation and non-renewal process described herein
21 was not followed.
22

23 9. All the preceding provisions of Article 8, Section E, do not
24 apply to tenured teachers.
25

26 Section F District Evaluation Appeals Panel (DEAP)
27

- 28 1. Evaluations may be appealed to a DEAP in accordance with the
29 JCPS Certified Evaluation Plan (CEP); after deliberation, DEAP may
30 decide to do one or more of the following:
31
- 32 a. Uphold the evaluation; or
 - 33
 - 34 b. Call for an additional or a replacement evaluation by
35 the same or a different trained evaluator; or
 - 36
 - 37 c. Rule in favor the appellant, either in whole or in
38 part. (If the DEAP rules in favor the appellant, the
39 DEAP shall have the authority to modify the
40 evaluation or to delete/remove some or all of the
41 evaluation).
42

1 However, a DEAP will be without authority to amend, delete,
2 or otherwise affect any employment action made by JCBE such
3 as but not limited to termination or non-renewal of an
4 employee’s contract.
5

- 6 2. Employees may choose to appeal an evaluation either through
7 a DEAP or through the grievance process. If the employee opts
8 to use a DEAP for appeal, the employee waives the right to the
9 grievance procedure. If the employee opts to use the
10 grievance procedure, the employee waives the right to a DEAP
11 for appeal.
12
- 13 3. The parties agree that form E-2 and mid-year evaluation are
14 not appealable through the DEAP.
15

16 ARTICLE 9 – EMPLOYEE DISCIPLINE 17

18 Section A No employee (including tenured, non-tenured) covered
19 under the terms of this agreement shall be disciplined, reduced in
20 compensation, suspended for disciplinary reasons, terminated, or
21 adversely evaluated without just cause. To have just cause, the
22 Employer or its agents must comply with the following:
23

- 24 1. The employee has had an opportunity to have foreknowledge
25 of the possible or probable disciplinary consequences of the
26 conduct or performance.
27
- 28 2. The rule or order is reasonably related to the efficient and safe
29 operation of the District.
30
- 31 3. Before administering discipline, the Employer did make an
32 effort to discover whether the employee did, in fact, violate a
33 rule, regulation or order of management.
34
- 35 4. The Employer’s investigation was conducted fairly and
36 objectively.
37
- 38 5. The investigation produced substantial evidence or proof that
39 the employee was guilty as charged.
40
- 41 6. The District applied its rules, orders and penalties without
42 discrimination.

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

- a. The seriousness of the employee’s proven offense; and
- b. The employee’s record of District service.

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

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

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

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

Section D When a tenured employee is being terminated, the Association will meet with the employee and notify the Employer of which alternative remedy of appeal will be pursued. The employee may

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

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

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

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- 12. Refusal to submit to a reasonable suspicion drug or alcohol test,
- 13. Violations of the Kentucky Professional Code of Ethics as pertaining to 16 KAR 1:020.
- 14. Use of any term designed to insult others on the basis of race, ethnicity, nationality, sexual orientation, or gender.

ARTICLE 10 – PERSONNEL FILES

Section A Contents

- 1. No documents except those listed below shall be placed in an employee’s personnel file:
 - a. Certification/license, ranks under Foundation Program;
 - b. Change of Status forms, re-election forms, requests/approvals of leaves of absence and correspondence relating to such requests;
 - c. Transcripts, official notifications from universities/colleges;
 - d. Applications, letters of application, verification of experience and training, Retirement System membership application;
 - e. Résumé;
 - f. Contracts of employment, job offers, acceptance of job offers;
 - g. Confidential information (See Section A 3);
 - h. Evaluations (Including form E-2’s when “disciplinary ____ yes” box is checked), complaints which have been made a matter of record, reprimands, and commendations;

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- i. Previous employment data;
 - j. Professional staff data forms; and
 - k. Salary change information and rank position change documents.
2. An employee may within ten (10) days after receipt of an evaluation, complaint, or discipline action file a written response to the document. The employee shall provide a copy of the response to the originator of the evaluation or discipline action and a copy to Personnel Services for attachment to the document. The employee shall provide a copy of the response to a complaint to the Principal or immediate Supervisor and a copy to Personnel Services for attachment to the complaint.
3. All references and information originating outside the school system on the basis of confidentiality, references and letters of recommendation obtained within the system in the process of recommending the employee for employment or change 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.
- 3. An employee may have a representative of the Association present at any time the personnel file is being reviewed by the employee.

1
2 ARTICLE 11 – TEACHING LOAD AND DUTY HOURS
3

4 Section A The normal weekly teaching load in the senior high
5 schools, middle schools, and special schools (except exceptional child
6 education schools) will be no more than twenty-five (25) teaching
7 periods or equivalent time, and five (5) preparation periods. If a school
8 is structured so that it has more or less than six (6) periods in a school
9 day, the teachers will be provided no less than fifty (50) consecutive
10 minutes for planning. Efforts to change to a block schedule will require
11 a contract deviation of the faculty that denotes the “new” number of
12 teaching periods/preps as well as any changes to the 150 maximum
13 student roster limit. A supervised study or lunch period or similar duty
14 of equivalent time shall be considered a teaching period for which
15 volunteers will be given priority. Student intervention/remediation for
16 which lesson plans are not required shall not be considered a teaching
17 period. Intervention/remediation time shall not be considered
18 planning time.

19
20 Professional Learning Communities (PLCs) can be required no more
21 than one (1) time per week during planning time. Every other PLC
22 agenda may be developed in collaboration between the teacher
23 members of the PLC and the building Principal/designee. The other PLC
24 meetings will be developed by the teacher members of the PLC. PLCs
25 will follow norms and guiding questions mutually agreed upon by the
26 Educator Quality Oversight Committee (EQOC). The total number of
27 faculty meetings plus the total number of times a Principal/designee
28 may use teacher planning time in a manner that causes teachers to have
29 less than their minimum amount of planning time (Sections A and F of
30 this Article – 250 minutes per week for elementary schools, 50 minutes
31 per day in middle and high schools) shall not exceed five (5) during any
32 four-week period. Special Area teachers will be provided PLC
33 opportunities with other Special Area teachers.

34
35 Examples may include:

36
37 Example 1: (Faculty Meeting + 4 Lost Planning Times Due to PLCs= 5

38 Total

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

40 Week 2: No Faculty Meeting + 1 PLC*

41 Week 3: No Faculty Meeting + 1 PLC*

42 Week 4: No Faculty Meeting + 1 PLC*

1 Example 2: (4 Faculty Meetings + 1 Lost Planning Time Due to PLC = 5
2 Total
3 Week 1: 1 Faculty Meeting (up to 90 minutes) + 1 PLC*
4 Week 2: 1 Faculty Meeting (up to 60 minutes) + No PLC
5 Week 3: 1 Faculty Meeting (up to 60 minutes) + No PLC
6 Week 4: 1 Faculty Meeting (up to 60 minutes) + No PLC

7
8 *Prevents minimum planning time

9
10 With regard to PLC and meeting concerns, TLAC will review issues,
11 challenges, and opportunities identified by Association members
12 regarding the frequency and length of “walk -through” observations,
13 during-the-day and after-school mandated meetings, and required
14 work/documentation resulting from required meetings, and will
15 develop recommendations for implementation by the superintendent.
16 TLAC will also discuss issues identified by Association members
17 regarding the frequency and operation of Professional Learning
18 Communities and will develop recommendations for addressing these
19 issues.

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

27
28 The normal duty hours of Social Workers, Resource Teachers, and other
29 such Employees shall not exceed seven and one-half (7.5) consecutive
30 hours in length including a duty-free lunch period.

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

35
36 Those Social Workers, Resource Teachers, and other such Employees
37 subject to a seven and one half hour (7.5) work day will be compensated
38 at their hourly rate of pay for any additional time worked in excess of
39 the seven and one half hours (7.5). The hourly rate of pay for an
40 employee subject to a seven and one half hour (7.5) work day shall
41 equal their daily rate divided by seven (7).

42

1 Section C Routine matters should be handled in such a way (written
2 communications, announcements, etc.) as to permit optimum use of
3 faculty meeting time for discussion, planning, and evaluation of the
4 school's program. A written agenda with specificity shall be distributed
5 by noon of the day before regularly scheduled faculty meetings. Absent
6 a timely agenda, a faculty meeting will not occur. Faculty meetings shall
7 begin no later than twenty (20) minutes after the student day. Faculty
8 meetings may be used for professional development. Total faculty
9 meetings time shall be no more than ninety (90) consecutive minutes
10 on any given day and no more than five (5) hours total in a month.
11 Mandatory meetings shall not be scheduled before and after school on
12 the same day. A minimum of two (2) weeks notice will be provided for
13 any before or after school meeting exceeding the one (1) hour per week
14 meeting.

15
16 Section D Every reasonable effort will be made to schedule Open
17 House as far in advance as possible. There will be no mandatory faculty
18 meetings during the week that Open House is held. Attendance at all
19 other meetings and all other duties beyond the Employee's normal duty
20 hours shall be voluntary except for parent conferences which shall be
21 scheduled when possible to take place within normal duty hours.
22 Mandatory attendance at meetings, including ARCs, beyond the one (1)
23 hour per week will be paid at the hourly rate of pay except for one (1)
24 Open House per year, parent conferences, and one (1) faculty meeting
25 per calendar month not to exceed 90 minutes.

26
27 The appropriate forms for all teachers to complete and turn in to be
28 paid for extra service for mandatory meetings and/or making up their
29 planning time after school shall be available online on the Employer's
30 website.

31
32 Section E Employees in the senior high schools and middle schools
33 shall not be required to have more than three (3) teaching preparations
34 concurrently during any one major grading period. Student
35 intervention/remediation for which no lesson plans are required, shall
36 not be considered a teaching period and any preparation shall not be
37 considered in the determination of this three (3) preparation maximum.

38
39 Principals/administrators or designee shall make every reasonable
40 effort to keep to a minimum the number of different courses taught per
41 employee.

42

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

4
5 To the extent possible, planning time will be provided each day and will
6 be balanced throughout the week. The principal/administrator or
7 designee will make efforts to schedule planning time for special area
8 teachers in increments of at least twenty-five (25) minutes.

9
10 Section G All Employees shall have a duty-free lunch period of at
11 least twenty (20) minutes.

12
13 Section H The Parties recognize that a teacher's primary
14 responsibility is to teach. The school day shall be organized toward
15 ensuring that the energies of the teacher are used primarily to this end.
16 Every reasonable effort will be made to contain and reduce non-
17 instructional duties through the use of all available school resources.

18
19 Section I Employees shall not be required to give medication to
20 students unless they have been provided with specific written
21 instructions and training where appropriate and with signed notarized
22 requests by parents or guardians.

23
24 Section J The Employer shall maintain a program to provide
25 substitutes for teachers when they are absent. This provision shall not
26 apply to providing substitutes for Social Workers, Reading and Math
27 Resource Teachers, Speech and Hearing Impaired Teachers, Middle
28 School and High School and special school Librarians, Elementary
29 Exceptional Child Education Resource Teachers, Federal Program/Grant
30 Award Teachers, and other such Employees.

31
32 When a teacher is not provided a substitute due to lack of availability,
33 following approval of the Substitute Teacher Center, volunteers will be
34 sought to provide coverage of classes. Employees will provide coverage
35 only during planning time and will complete their planning time outside
36 their normal contract work day. Missed planning is not required to be
37 made up at their work location. Teachers will be compensated for
38 missed planning time at their hourly rate. Employees covering during
39 their planning time will be paid for making up the full amount of the
40 planning time that they lost (i.e., covering a 50 minute class will result
41 in payment for 50 minutes of made-up planning time; covering a 90-

1 minute class will result in payment for 90 minutes of made-up planning
2 time; etc.).

3
4 Section K Employees are to attend the faculty meeting at the school
5 where they end their day. If an employee works at multiple schools,
6 his/her principals/designees may in consultation with the teacher agree
7 to an alternate arrangement to allow participation at a different faculty
8 meeting at another school to which the teacher is assigned.

9
10 Section L Every reasonable effort will be made to reduce paperwork
11 and digital documentation that exceeds that which is mandated by
12 local, state, or federal law.

13
14 Section M Elementary Special Area Teachers shall collaborate in the
15 development of their teaching schedule with the building teaching staff
16 and the building principal. The Special Area teaching schedule shall not
17 be altered without involving the same collaborative process.

18
19 Section N Special Area Elementary Art, Music, Physical Education
20 and Computer Teachers shall have no more than one (1) hall bulletin
21 board assigned to them for preparation per building assigned.

22
23 Section O Special Area Elementary Art, Music, Physical Education
24 and Computer Teachers shall have no more than one major and one
25 minor exhibition in each school. It is also the responsibility of the
26 Special Area Teachers to work with regular teachers when preparing
27 other programs.

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

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

39
40 Section R Special Area Teachers of the hearing impaired shall have
41 the right to stay at a home school in their assigned region where they
42 are already established, regardless of the number of students that are

1 currently enrolled at that school, subject to availability of space,
2 materials and equipment, principal and teacher acceptance, and region
3 changes.

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

11 ARTICLE 12 – CLASS SIZE

12
13 Section A The Parties agree that the following are important
14 factors in establishing class size:

- 15
16 1. Range of pupil age and achievement levels;
- 17
18 2. Pupil enrollment in achievement levels and courses;
- 19
20 3. Exceptionality of pupils enrolled in regular classes;
- 21
22 4. Number of available usable pupil stations;
- 23
24 5. Appropriateness of the facility to the curriculum and
25 methods of instruction to be used;
- 26
27 6. Availability of equipment for adequate teaching
28 demonstration and pupil use;
- 29
30 7. Conditions which affect the health, safety and supervision
31 of pupils;
- 32
33 8. Other professional and paraprofessional staff and
34 technology;
- 35
36 9. Financial resources of the District; and
- 37
38 10. Law and regulations.

39
40 Section B Pupil class size after the 20th pupil day from the beginning
41 of the school year will not exceed the standards set forth by the state

1 in laws and regulations with *maximum limits* established as follows
2 unless the teacher agrees:

3
4 1. Elementary Schools

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

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

13
14 2. Middle Schools

15
16 Grade 6 - 29 (150 maximum student roster limit)
17 Grade 7/8 - 31 (150 maximum student roster limit)
18 Physical Education - 50

19
20 Exceptions – Choral and Instrumental Music

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

24
25 3. High Schools

26
27 Maximum Student Roster Limit -150
28 Individual - 31
29 Classroom Setting - 31 (non-CTE or CTE)
30 Career Technical Courses - 27
31 (courses with small equipment, robotics, agriculture, engineering, etc.)
32 Career Technical Courses with Lab - 20
33 (Rotational Classroom/Lab Settings: Trades, Culinary, Welding, Automotive)
34 *Capstone Nursing Course - 15
35 Physical Education - 50

36 Exceptions – Choral and Instrumental Music

37
38 Classrooms that require a student workstation (Computer
39 or lab setting) shall not exceed the number available.

1 4. Exceptional Child Education

2
3 The JCPS District operates Exceptional Child Education
4 classes according to membership for each disability and
5 class plan as outlined in the chart below.

6
7 “Caseload for Special Classes” means the number of
8 children with disabilities assigned to a teacher of
9 exceptional children for the purpose of providing
10 individualized specially designed instruction and related
11 service in a special class setting.

12
13 “Caseload for Resource Teachers” refers to the maximum
14 number of student records for which a teacher can be
15 assigned.

16
17 “Class Size for Resource Classes” means the number of
18 children with disabilities assigned to a teacher of
19 exceptional children per period, block, or specified length
20 of time set by the individual schools.

21
22
23
24
25

26 DISABILITY	27 CASELOAD	28 TOTAL	29 MAX. NO	30 GRADE
31 AND CLASS		32 GRADE	33 PER PERIOD	34 RANGE
35 PLAN		36 RANGE		37 PER
				38 PERIOD
39 <u>Visually Impaired</u>				
40 Special Class	10	Grade Range of Assigned School	NA	NA
41 Resource Room	10	Grade Range of Assigned School	8	4 grades
42 Itinerant	10	K-12	8	4 grades
43 <u>Hearing Impaired</u>				
44 Special Class	6	Grade Range of Assigned School	NA	NA
45 Resource Room	8	Grade Range of Assigned School	8	4 grades
46 Itinerant	10	K-12	8	4 grades
47 <u>Physical Disability</u>				
48 <u>and Other Health</u>				
49 <u>Impaired</u>				
50 Special Class	16	Grade Range of Assigned School	NA	NA
51 Resource Class	20	Grade Range of Assigned School	10	6 grades
52 <u>Speech-Language</u>	65	NA	NA	NA

1	DISABILITY	CASELOAD	TOTAL	MAX. NO	GRADE
2	AND CLASS		GRADE	PER PERIOD	RANGE
3	PLAN		RANGE		PER
4					PERIOD
5	<u>Emotional-</u>				
6	<u>Behavioral</u>				
7	<u>Disability</u>				
8	Special Class	8	Grade Range of Assigned School	NA	NA
9	Resource Class	15	Grade Range of Assigned School	8	4 grades
10					
11	<u>Mental Disability –</u>				
12	<u>Mild Level</u>				
13	Special Class				
14	Primary-6	15	Grade Range of Assigned School	NA	NA
15	Secondary 7-12	15	Grade Range of Assigned School	NA	NA
16	Resource Class				
17	Primary-5	15	Grade Range of Assigned School	8	4 grades
18	Grade 6	15	Grade Range of Assigned School	10	4 grades
19	Secondary 7-12	20	Grade Range of Assigned School	10	4 grades
20					
21	<u>Moderate/Severe Disability</u>				
22	Special Class	10	Grade Range of Assigned School	NA	NA
23	Resource Class	10	Grade Range of Assigned School	8	6 grades
24					
25	<u>Specific Learning Disability</u>				
26	Special Class				
27	Primary -6	10	Grade Range of Assigned School	NA	NA
28	Secondary 7-12	15	Grade Range of Assigned School	NA	NA
29					
30	Resource Class				
31	Primary-5	15	Grade Range of Assigned School	8	4 grades
32	Grade 6	15	Grade Range of Assigned School	10	4 grades
33	Secondary 7-12	20	Grade Range of Assigned School	10	4 grades
34					
35	<u>Multiple Disabilities</u>				
36	Special Class	10	Grade Range of Assigned School	NA	NA
37	Resource Class	10	Grade Range of Assigned School	8	6 grades
38					
39	<u>Home/Hospital</u>				
40	<u>Special Area Teacher 12</u>				
41					
42	<u>Hospital Instruction</u>	15			
43					

44 5. “Collaboration” means, for purposes of determining a
45 class size, a teacher of exceptional children who works
46 with children with disabilities in the regular classroom to
47 provide specially designed instruction and related
48 services. If a teacher of exceptional children provides
49 services through the collaborative model, the maximum

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

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

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

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

27
28 Section C The *maximum limits* for split grade classes shall be those
29 established for the lowest grade in class.

30
31 Section D The Parties agree that further reductions in pupil class size
32 are desirable and every reasonable effort will be made to make such
33 reductions.

34
35 Section E Every reasonable effort will be made to keep the number
36 and range of all pupil instructional achievement levels to a minimum.

37
38 Section F Optimum consideration shall be given to the number of
39 exceptional child education pupils mainstreamed into regular classes in
40 determining class size and balancing workload.

41

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

7
8 Section H If it becomes necessary to exceed maximum class size, the
9 involved teacher will have the following alternatives:

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

26
27 ARTICLE 13 – MATERIALS AND FACILITIES

28
29 Section A The Parties recognize that optimum school facilities for
30 both students and employees are desirable to enhance a high quality of
31 education. Appropriate texts, library reference materials, maps and
32 globes, laboratory equipment, audio-visual equipment, art supplies,
33 physical education equipment, current periodicals, lesson plan books,
34 standard tests and questionnaires, telephones, computers and
35 computer networks and similar materials are the tools of the teaching
36 profession.

37
38 Section B Employees shall be provided with materials and facilities
39 for lesson preparations and other assigned duties. The Employer shall
40 provide for employees the following:

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

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

- 41
- 42 1. Lockable desk where applicable;

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- 2. Lounges for which they will be expected to exercise reasonable care;
- 3. Parking facilities (preferably off-street); and
- 4. A system whereby Employees can effectively and expeditiously communicate with the school office in the event of an emergency.

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

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

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

Section G Upon the request of Employees, Principals shall install drink and 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 conditions. 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/administrator, or designee, 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/administrator, or designee 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 education 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 assignment to a position for which they are properly certificated when vacancies occur.

Section F In arranging schedules for Employees who are assigned to more than one school, the amount of inter-school travel will be limited. Employees who are assigned to more than one school in a school day will receive mileage reimbursement consistent with the Commonwealth of Kentucky approved rate and procedures. Rate

1 changes, if any, will become effective July 1 each year. The Employer
2 will provide time to travel between schools.

3
4 Section G Special Area teachers such as elementary art, music,
5 physical education and computer services shall not be provided for
6 early childhood classes.

7
8 Section H All Special Area teachers shall be provided with five (5)
9 minutes between classes for set up purposes when there is a change in
10 grade level.

11
12 Section I The following provisions will be utilized in staffing and
13 determining conditions of employment for employees in the Jefferson
14 County High School:

- 15
16 1. Teaching opportunities in the Jefferson County High School are
17 advertised in *The Job List* for a two (2) week period. To be
18 assured of first consideration, applications must be received in
19 the Personnel Office by the announced time. All Employees
20 must have a valid Kentucky teaching license to satisfy the
21 program needs.
- 22
23 2. Hiring priority will be given to regular day Employees who
24 apply and then to Employees on lay-off. Applications of all
25 others will be considered thereafter.
- 26
27 3. Employees under regular contract will be employed on extra
28 service basis for the Jefferson County High School and will be
29 compensated according to the applicable provisions of the
30 collective bargaining agreement.

31
32 ARTICLE 16 - TRANSFERS

33
34 Section A General Procedures

- 35
36 1. Beginning March 1 the Employer will begin posting
37 internally known vacancies for the coming school year
38 using the current job advertisement system. The
39 postings will be accessible to internal teacher
40 candidates for 7 calendar days. Teachers wishing to
41 transfer to the position at the location must
42 electronically submit an application through the

- 1 District's job application system in order to be
2 considered.
3
- 4 2. Teachers must meet certification requirements at the
5 time of application and their teaching credentials must
6 remain valid through the coming school year. Educators
7 must have successfully completed their certification
8 renewal prior to applying for transfers for positions for
9 which they are certified, and their current certification
10 must remain in effect for the coming school year.
11 Failure to do so will result in the educator being
12 ineligible for the transfer process until said certification
13 renewal has been completed.
14
- 15 3. In the event that fewer than four teachers apply for a
16 transfer for the position, the school will receive the
17 names of external candidates to allow for between four
18 (4) and eight (8) interviews per position.
19
- 20 4. June 23rd marks the end of the transfer process for the
21 coming school year. Positions posted after June 23rd will
22 be filled by external candidates only. Internal
23 candidates may still apply for said positions, but will not
24 be considered to fill the position until the following
25 February at which time the teacher transfer selection
26 committee will re-interview the external candidate
27 hired for the position and the internal candidates who
28 applied for the position per the process outlined in the
29 agreement. The successful candidate from the February
30 interview will assume the position at the start of the
31 subsequent school year.
32
- 33 5. Any Employee designated as overstaff indicates their
34 preference for a transfer by applying to the posted
35 positions.
36
- 37 6. Any Employee who is returning from leave of absence
38 for which a specific position is not being reserved shall
39 be notified by the Employer of the need to apply for
40 positions of interest.
41

- 1 7. A transferred Employee will be assured an assignment
2 for which they applied, were recommended, and
3 accepted a transfer for one year unless there are
4 changes in the classroom configuration, student
5 enrollment, or teacher allocations at the school center
6 in which case, Article 15 - Assignment shall be
7 implemented.
8
- 9 8. The processing of an accepted transfer removes an
10 Employee from any other school's applicant pool for
11 consideration.
12
- 13 9. Transfers will be granted and vacancies staffed from the
14 applicant pool according to the needs of the educational
15 program, certification, seniority, employee preference,
16 state laws and court orders.
17
- 18 10. An Employee requesting a transfer must accept the
19 transfer when offered unless the Employee has
20 previously notified in writing the appropriate
21 administrator in Personnel Services of a desire to
22 withdraw the request. Declining an interview for a
23 transfer or declining an offer for a transfer will remove
24 the teacher from consideration of transfers at non-
25 Accelerated Improvement Schools.
26
- 27 11. The Association can access the list of job posting
28 through the public JCPS Employment website. A listing
29 of qualified candidates for posted positions will be
30 provided to JCTA in seniority order.
31
- 32 12. Every reasonable effort will be made to determine
33 programs, including federal programs, and identify the
34 locations to which they are assigned as early as
35 practicable so that Employees may take this information
36 into account as they exercise their transfer rights.
37
- 38 13. A voluntary transfer is not available to a teacher on
39 intensive support evaluation.
40
- 41 14. As an incentive to notify the District of an intent to retire
42 at the end of a school year, teachers who on or before

1 January 30th submit their intent to retire beginning
2 June 1st, July 1st, or August 1st of the same year will
3 receive a \$500 payment included in their last paycheck
4 from JCPS as long as they retire on the date indicated on
5 the intent form. No other retirement dates will be
6 afforded this opportunity.

7
8 Section B Teacher Transfer Selection
9

- 10 1. By March 1st of each school year, bargaining unit
11 members shall elect by secret ballot three (3)
12 representatives to serve with the Principal on the Teacher
13 Transfer Selection Committee with the three (3)
14 candidates receiving the most votes being elected to the
15 committee and the three (3) candidates with the next
16 most votes being elected as alternates. The election of
17 this Committee shall be conducted by the JCTA
18 Professional Representative and the Principal at a duly-
19 called faculty meeting.

20
21 An alternative voting process, such as separate elections
22 for designated seats of “rank choice voting,” may be
23 utilized if a simple majority of those eligible to vote in the
24 teacher transfer selection committee election vote to
25 utilize an alternative process. A complete description of
26 the alternative process must be provided in writing to all
27 individuals eligible to vote at least one week prior to the
28 vote to utilize the alternative process and shall clearly
29 indicate the duration of time for which the new process
30 shall be used (such as a number of years or until
31 otherwise changed by majority vote of those eligible to
32 vote).

- 33 2. The Teacher Transfer Selection Committee shall receive
34 from Personnel Services the names of the eight (8) most
35 senior teachers requesting a transfer and agreeing to
36 interview at that school. If the percentage of students of
37 color in the school is greater than 80% or if the
38 percentage of teachers of color in the school is below the
39 district average, up to three (3) additional teachers of
40 color with the greatest seniority requesting to transfer to
41 the school may be considered. The Committee shall

1 interview up to eight (8) teachers seeking the transfer
2 and based on those interviews shall select, by majority
3 vote, the teacher to be offered the transfer. The
4 Committee shall interview each teacher on the list
5 provided by Personnel Services in seniority order until the
6 Committee offers the transfer to an interviewed teacher.
7 Should the teacher offered the transfer decline, the
8 Committee may resume interviews and may offer the
9 position to one of the remaining interviewed applicants.
10 The Teacher Transfer Selection Committee shall comply
11 with all applicable state and federal statutes in their
12 selection process.
13

14 3. If there are fewer than four (4) employees seeking
15 transfer to a particular position, the Employer may open
16 the job posting to external candidates so that they may
17 interview as many candidates, including new hires, for
18 employment as needed to allow for at least four (4)
19 interviews. The Employer may also interview involuntary
20 transfer candidates not on the school's list, but in no case
21 shall the total number of interviews exceed eight (8).
22

23 4. A teacher declining an interview or a transfer offer from
24 their application choices will have their name removed
25 from consideration of transfers at non-Accelerated
26 Improvement Schools unless the Employee has
27 previously notified in writing the appropriate
28 administrator in Personnel Services of a desire to
29 withdraw the request.
30

31 5. The Employer reserves the right, in compliance with the
32 JCBE/JCTA Agreement, to veto the Teacher Transfer
33 Selection Committee's decision should there be certified
34 staff under contract that would remain surplus if not
35 assigned.
36

37 6. Schools utilizing the Teacher Transfer Selection process
38 will have from March 8th of the current school year until
39 February 28th of the following school year to make their
40 selections in accordance with the above procedures.
41

- 1 7. Beginning June 1st, overstaffed teachers will be placed
2 from the overstaff list according to the needs of the
3 educational program, certification, seniority, employee
4 preference, state laws, and court orders. Upon
5 placement of all overstaffed employees, the Employer
6 will notify the Association.
7
- 8 8. Vacancies that occur from June 8th through June 23rd will
9 be posted for internal and external candidates for no less
10 than 4 days. Vacancies filled during this time will be filled
11 only by internal transfer candidates, unless no internal
12 candidates apply, in which case external candidates may
13 be interviewed and hired for the positions.
14
- 15 9. To allow ample time for existing teachers to plan for the
16 coming school year, the teacher transfer process will end
17 on June 23rd. Remaining vacancies will be filled by new
18 hires after posting vacant positions on the job list.
19 Positions posted after June 23rd will be filled by external
20 candidates only. Internal candidates may still apply for
21 said positions, but will not be considered to fill the
22 position until the following February at which time the
23 teacher transfer selection committee will re-interview
24 the external candidate hired for the position and the
25 internal candidates who applied for the position per the
26 process outlined in the agreement. The successful
27 candidate from the February interview will assume the
28 position at the start of the subsequent school year.
29

30 Section C Transfers Resulting from Overstaff

- 31
- 32 1. Employees may be declared overstaff in a school as a result
33 of reduced pupil enrollment, educational program changes,
34 or adjustments in staff allocations. Employees in schools
35 which are closed or where the existing program is closed and
36 a new program implemented may be considered overstaff.
37
- 38 2. Principals/administrator, or designee shall have the
39 responsibility and authority to designate employees who are
40 overstaff according to certification and seniority. Employees
41 serving as athletic directors, head football and head

- 1 basketball coaches in the senior high schools shall be exempt
- 2 from this provision.
- 3
- 4 3. Overstaffed employees will be offered an opportunity to
- 5 return to vacancies in the school from which they were
- 6 overstaffed within the first two weeks after school begins.
- 7
- 8 4. Classroom teachers transferred involuntarily after the
- 9 beginning of the school term shall be provided one day to set
- 10 up the classroom when it has not previously been organized.
- 11
- 12 5. When the number of resource employees is reduced, the
- 13 affected employees shall be overstaffed according to their
- 14 certification and seniority by program area.
- 15
- 16 6. The District shall not use Section E of this Article to create a
- 17 vacant 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
- 22 because of a fluctuation in pupil enrollment, school
- 23 closings, educational programs, or adjustments in staff
- 24 allocations, any Employee who was assigned to a school
- 25 in the previous grouping(s) shall be considered for the
- 26 new grouping(s) according to the needs of the educational
- 27 program, certification, seniority, and employee
- 28 preference.
- 29
- 30 2. School groupings not staffed by Section D1 shall be
- 31 considered vacancies.
- 32
- 33 3. Employees not assigned to schools according to Section
- 34 D1 may apply for a transfer to a vacant position and
- 35 thereby be considered on the transfer list using the
- 36 process outlined in Sections A and B of this Article.
- 37
- 38 4. The Parties agree that the stability of Special Area
- 39 Teachers pairings is important. To assist in achieving this
- 40 goal, the Employer shall form a committee to develop the
- 41 yearly pairings. Teacher representatives on any such
- 42 committee shall be nominated by the Association. Except

1 in extraordinary circumstances, the Employer will not
2 override the decision of the Pairings Committee in
3 creating pairings. Schools that have asked to be a part of
4 the pairings process will not be permitted to remove
5 themselves from the process once the Pairings
6 Committee has created the pairings.

- 7
8 5. Special Area Teachers in art, music, computer and
9 physical education will be offered the opportunity for
10 assignment to a full-time art, music, computer or physical
11 education position which has become available in their
12 specific school grouping.

13
14 This action will be taken prior to declaring the opening
15 vacant and available for staffing according to Article 16,
16 Sections A, B, C, D or E.

17
18 Special Area Teachers who decline the opportunity will be
19 assigned according to Article 16, Section D.

20
21 This provision applies only to art, music, computer and
22 physical education Special Area Teacher groupings in the
23 elementary schools.

24
25 Section E

26
27 The Superintendent or designee for good cause and extenuating
28 circumstances will execute transfers as may be necessary for the
29 efficient operations of the school district.

30
31 Section F

32
33 The Employer could Section E a coach into a building.

34
35 A coach transferred into a building to accept a coaching
36 responsibility would be subject to being overstaffed to
37 create a new vacancy for a newly assigned coach when
38 the employee is no longer coaching.

39
40 Coach for this provision means head football, head basketball and
41 athletic director.

42

1 ARTICLE 17 – PROMOTIONS

2
3 The Parties recognize that assignments to promotional positions must
4 be consistent with and conform to state and federal laws and
5 regulations, court orders and affirmative action programs.
6

7 Section A Promotional and/or administrative positions are defined
8 as regular positions in the organization approved by the Board and paid
9 at a higher rate than the teachers' salary schedule and/or for which a
10 certificate in administration and/or supervision may be required.
11

12 Section B Promotional and/or administrative positions will be
13 advertised. General qualifications, range of compensation, and
14 performance responsibilities will be included in the online posting for
15 available positions.
16

17 Section C Employees desiring to be considered for promotional
18 positions shall submit to Human Resources such applications,
19 transcripts, evidence of professional experience, references and
20 resumes as may be required. Human Resources shall acknowledge in
21 writing the receipt of all such applications.
22

23 Section D All qualified employees shall be provided an opportunity
24 to make an application for administrative positions. Consideration shall
25 be given to the applicant's general qualifications according to the
26 requirements of the position.
27

28 Section E Applicants for a specific position who are not appointed
29 by the Superintendent will be notified.
30

31 ARTICLE 18 – LAYOFF/RECALL

32
33 Any layoff in teaching staff shall conform to this article and federal and
34 state laws and regulations and court orders.
35

36 Section A The following procedures shall apply to layoff:
37

- 38 1. The Superintendent/designee will meet with representatives
39 of the Association to discuss the need for the layoff and the
40 approximate number of possible positions prior to the
41 individual personnel agenda notification to the Board.
42

1 2. The Employer shall suspend the contracts of the least senior
2 teachers in the teaching fields affected by the reduction when
3 the reason is decreased enrollment of pupils.

4
5 3. The contract of a teacher employee on continuing contract
6 shall not be suspended until all contracts of teacher employees
7 on limited contracts in fields affected by the layoff have been
8 suspended. No less senior person shall be allowed to remain
9 in a teaching position for which a more senior person is subject
10 to layoff. The less senior person shall have certification
11 restricted for use in this District until all more senior
12 employees in the certification area have been recalled.

13
14 Section B The assignments of employees whose contracts are not
15 suspended shall be restricted to teaching fields in which the reduction
16 is not sufficient to cause suspension of their contracts except for a
17 minor portion of their duty time for good cause.

18
19 Section C Employees on layoff shall have the right of recall in order
20 of seniority to vacant positions in the representation unit for which they
21 are qualified or become qualified before these positions are staffed by
22 new applicants. Continuing contract teacher employees shall be
23 recalled prior to limited contract teacher employees.

24
25 Section D Employees on layoff: (1) will initially be offered recall to
26 any assignment for which they are certificated (fulfills legal obligations
27 and removes from unemployment), (2) will be allowed to decline recall
28 to assignment outside their professional frame of reference which they
29 have previously designated, and (3) will, after the first contact, be
30 offered recall only to assignments within their professional frame of
31 reference.

32
33 Section E Employees on layoff shall have the option at their expense
34 to remain active participants in all Employer and State paid insurance
35 benefit programs to the extent they are available to the employees
36 from the carriers.

37
38 Section F Employees on layoff may apply for employment as
39 substitute teachers and shall be selected before other substitute
40 teacher applicants are employed.

41

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

6
7 Section H The Employer will provide to the Association upon request
8 the employees' names, certification if in the computers, seniority dates
9 and work locations for all employees with less seniority than the most
10 senior employees affected by the layoff.

11
12 Section I The Parties agree that every reasonable effort shall be
13 made to acquire and use the most current data and information to
14 establish accurate staffing projections as soon as possible for making
15 layoff decisions in order to avoid retaining less senior employees during
16 layoff.

17 18 ARTICLE 19 - INSERVICE/PROFESSIONAL DEVELOPMENT

19
20 Section A The parties agree that employees should use the
21 resources available through the school system's staff development
22 efforts, the curriculum center, school and central office professional
23 libraries, college and university sponsored training programs, seminars,
24 workshops and professional publications.

25
26 Section B The Parties agree that continued accreditation by the
27 AdvancED may be desirable. During AdvancED evaluations employees
28 will carry out assigned responsibilities as they pertain to accreditation
29 procedures. The employees' responsibilities shall be assigned as nearly
30 equally among them as practicable.

31
32 Section C The Employer will pay salary or stipend, and expenses to
33 employees participating on an optional basis in courses, workshops,
34 seminars, conferences, in-service training and other such programs
35 which employees are requested to take by the Employer to the extent
36 provided under federal and other externally and internally funded
37 programs.

38
39 Section D The Employer will pay full salary to employees
40 participating in workshops, seminars, conferences, in-service training
41 and other such programs where employees are required by the
42 Employer to participate. A teacher cannot receive both professional

1 development credit and compensation for attending courses,
2 workshops, seminars, conferences, in-service training and other such
3 programs.

4
5 Section E Employees who complete six (6) clock hours of school
6 system-approved in-service credit shall be entitled to have one (1)
7 flexible in-service day off. Employees not completing the minimum six
8 (6) hours credit shall report to the assigned location on the flexible in-
9 service day. Any State mandated in-service requirement that
10 employees are notified of prior to June 1 of each year will be fulfilled
11 using flexible in-service time.

12
13 Section F The Employer shall establish a procedure for the purpose
14 of receiving employees' suggestions in professional development
15 training programs. The procedure shall include a provision for a
16 meeting with JCTA representatives. Professional development activities
17 left to the discretion of the local schools shall be designed and planned
18 after the employees at the schools have been provided with an
19 opportunity to make suggestions and volunteer for participation in the
20 planning.

21 22 ARTICLE 20 – ASSISTANCE IN ASSAULT/INJURY

23
24 Section A Any case of assault/injury on an employee on or off school
25 property when the employee is engaged in school business shall be
26 promptly reported in writing by the principal to the appropriate
27 administrator. An injury that is a result of disruptive behavior by a
28 student(s) or adult, where the employee was not a contributing factor,
29 shall be considered an assault. Any dispute as to disruptive behavior
30 and/or contributing factor shall be settled by a joint committee of two
31 administrators appointed by the Superintendent and two employees
32 appointed by the Association President.

33
34 Section B The Employer shall provide assistance for the purpose of
35 advising the employee of rights and, upon request, to accompany the
36 employee in court appearances. The Employer shall assist the
37 employee by obtaining from the police and the principal relevant
38 information concerning the alleged offender and by acting in other
39 appropriate ways as liaison between employee, school officials and
40 police. The assistance is intended to apply solely to the criminal aspect
41 of any cases arising from such assault/injury.

42

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

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

14
15 Wages lost because of disability resulting from the assault/injury for a
16 period longer than one hundred eighty-five (185) days shall be
17 reimbursed to the extent of Employer and/or state employee benefits
18 programs.

19
20 The Employer may require the Employee to submit to a physical exam
21 by the Employer's physician to determine ability to return to
22 work. Such exam shall be paid by the Employer.

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

30
31 Section F In the case of a serious assault/injury every effort will be
32 made to allow an employee to transfer to another work location. Such
33 an assault/injury must have occurred while the employee was
34 performing his/her duties.

35
36 ARTICLE 21-SUMMER SCHOOL AND EXTENDED SCHOOL SERVICES
37 LEARNING OPPORTUNITIES

38
39 Section A Teaching positions for Summer School and Extended
40 School Services Learning Opportunities will be staffed first by
41 qualified persons who are current employees in the Jefferson
42 County Public Schools.

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

1. The Employer shall advertise that all employees interested in teaching Summer School may apply. If the number of applicants exceeds the number of positions, applicants will be placed on a rotation list by seniority. An employee will remain on the Summer School rotation list and will be considered for Summer School employment any year in which the employee submits an application to teach Summer School.
2. Employees may apply for specific school locations(s) and teaching assignment or may submit applications for any summer assignment for which qualified.
3. In extenuating circumstances an employee may at any time prior to an offer of summer school employment withdraw an application and maintain his/her position on the summer school rotation list.
4. If the number of applicants exceeds the number of positions, employees employed in Summer School rotate to the bottom of the list for the next year.
5. Employees who have applied to teach Summer School at their school shall have first consideration before employees that are not assigned to that school.
6. Employees who have applied to teach Summer School and are offered a Summer School position but refuse the position will drop to the bottom of the rotation list along with those who worked Summer School.
7. Employees on lay-off or on leave are eligible to apply for Summer School positions and will be placed on the list according to seniority. Employees applying for Summer School positions while on leave must have formally requested to return to active status in the fall.

- 1 8. If the number of applicants exceeds the number of
2 positions, employees who apply in years following
3 formation of the first rotation list will be placed on the
4 bottom of the Summer School rotation list by seniority.
5
- 6 9. Projected locations and teaching positions for Summer
7 School if known shall be published by May 1.
- 8 10. Those employed in the Summer School may use up to two
9 (2) days of unpaid leave. Those employed in Extended
10 School Services where the program is conducted as an
11 extended school year, and students are in attendance on
12 a daily basis, a teacher working in a program of 1 to 29
13 days is eligible to utilize one (1) unpaid leave day. Those
14 employed 30 days or more will be eligible to utilize two
15 (2) unpaid leave days.

16
17 Section C Summer Deeper Learning

18
19 The District's summer deeper learning experience for students may be
20 in person or virtual.

21
22 In filling the summer deeper learning teaching positions the Employer
23 will use the following process:

- 24
- 25 1. Teachers work in pairs to submit a proposal containing creative
26 ideas to inspire students in reading, math, science, and social
27 studies.
- 28
- 29 2. Proposals will be selected based on a rubric that the joint
30 committee (which includes JCTA members) has established.
- 31
- 32 3. The teachers authoring a winning proposal will be assigned to
33 teach for their summer deeper learning proposal.
- 34
- 35 4. Teachers will be paid at their hourly rate.
- 36

37 Section D Summer Re-Engagement

38
39 The summer re-engagement program is designed to actively involve
40 students from every school across the district which may occur at a
41 JCPS or community location. The curriculum provides opportunities

1 for students to engage in critical thinking activities grounded in
2 literacy standards.

3
4 In filling the summer re-engagement program teaching positions
5 the Employer will use the following process:

- 6
7 1. Interested teachers will apply through the district's application
8 system.
- 9
10 2. Program coordinators will verify staffing levels by student
11 participation and offer positions considering teacher
12 preference (e.g., site and geographic location).
- 13
14 3. If the number of applicants exceeds the number of positions,
15 applicants will be placed by seniority.
- 16
17 4. Teachers will be paid at their hourly rate.
- 18

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

23
24 Section F

- 25
26 1. Employees teaching in the learning opportunities
27 described in this article shall be paid their hourly rate.
- 28
29 2. Selection of employees for teaching
30 responsibilities in their school for the learning
31 opportunities described in this article shall be
32 by:
 - 33 a. Employees of the school will be selected in
34 accordance with Article 15, Section A and B.
 - 35 b. If the position is not filled by one of the above
36 methods, the position will be filled by the
37 process outlined in Section B of this article.
- 38

39 Section G Employees requested to teach an additional period
40 shall be paid their hourly rate for the extra hour of assigned duties
41 which shall be a planning period to be completed at their work
42 location. No employee shall be required to teach an additional

1 period. Employees shall be selected for this assignment using Article
2 15 of this Agreement.

3
4 ARTICLE 22 – SCHOOL CALENDAR

5
6 Section A The Parties agree that the Superintendent will appoint
7 employees to serve on the School Calendar Committee from among
8 those nominated by the Association.

9
10 Section B The employee representatives on the Committee shall
11 have the opportunity to offer suggestions and make recommendations
12 with respect to the development of the annual School Calendar.

13
14 Section C The Superintendent’s recommendation to the Employer
15 pertaining to the annual adoption of the School Calendar will be
16 provided to the Association at least two weeks in advance of the
17 recommendation.

18
19 Section D The School Calendar shall provide:

20
21 For the 2018-2019 School year, there will be 187 paid days, which will
22 include:

- 23
24 4 paid holidays
25 4 in-service days of which at least three (3) will be flexible in-service
26 days
27 2 Gold Days
28 1 opening day
29 1 closing day

30
31 For the 2019-2020 School year and beyond, there will be 187 paid
32 days, which will include:

- 33
34 4 paid holidays
35 4 in-service days of which at least two (2) will be flexible in-service
36 days
37 2 Gold Days
38 1 opening day
39 1 closing day

40
41 One-half (1/2) of the opening and closing days shall be used solely for
42 the purpose of the employees opening and closing their assigned areas.

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

11

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

29

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

34

35 General Election day will be designated as a non-work day for
36 employees in the adopted School Calendar.

37

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

41

1 ARTICLE 23 – TEAM LEADERS, DEPARTMENT HEADS AND GRADE
2 GROUP CHAIRPERSONS
3

4 Team Leaders, Department Heads and Grade Group Chairpersons will
5 be selected annually by the principal/administrator, or designee in
6 conjunction with the employees in that department, team or grade
7 group.

8
9 ARTICLE 24 – LIBRARIANS
10

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

17
18 Section B The librarian(s) shall collaborate with the building
19 teaching staff and the building principal in developing the library
20 schedule. The library schedule shall not be altered without involving
21 the same collaborative process. The principal/administrator, or
22 designee will make efforts to schedule planning time for librarians in
23 increments of at least twenty-five (25) minutes.
24

25 Section C The employer shall strive to see that all school library
26 media centers meet guidelines of the AdvancED.
27

28 ARTICLE 25 – EXCEPTIONAL CHILD EDUCATION
29

30 The Employer recognizes its responsibility to provide exceptional child
31 education employees with facilities, materials, and services appropriate
32 to fulfilling their duties consistent with the provisions of IDEA –
33 Individuals with Disabilities Education Act as amended and resulting
34 regulations.
35

36 Section A All appropriate employees shall have the opportunity to
37 participate in ARC meetings as required by federal and state
38 laws/regulations. All employees involved in the instruction of
39 exceptional child education students shall have a copy of the IEP and
40 have it explained, if needed.
41

1 Section B Conferences or meetings with parents or legal guardians
2 resulting from IDEA – Individuals with Disabilities Education Act – as
3 amended in which employees are required to participate shall be
4 scheduled during employees’ duty hours whenever possible. The ARC
5 chairperson or designee will take into consideration the classroom
6 teacher(s) schedule when arranging for ARC meetings.

7
8 Section C Art, music, physical education and computer shall be
9 provided to exceptional child education pupils as written on the
10 student’s Individual Education Program (IEP).

11
12 Section D Exceptional child education employees shall be provided
13 time during duty hours to use for the required placement testing of
14 pupils. Teachers will not be required to use planning time for this
15 purpose.

16
17 Section E Student ECE records, when requested, shall be forwarded
18 to the receiving school within seven (7) days if available.

19
20 Section F Alternative portfolios for ECE students shall be completed
21 in accordance with Commonwealth of Kentucky requirements.

22
23 Section G The District and local school will give consideration to
24 different levels of functionalities when combining ECE students with
25 different disabilities into any classroom.

26
27 Section H When requested, ECE Resource Consultants will work to
28 develop appropriate interventions for students.

29
30 ARTICLE 26 – LEAVES OF ABSENCE

31
32 The Employer shall grant leaves to employees in accordance with state
33 and federal laws and regulations and the provisions of this article.

34
35 Section A Sick Leave

- 36
37 1. Sick leave with pay shall be granted to an employee if the
38 employee presents a personal affidavit or a certificate of a
39 reputable physician stating that the employee or a member of

- 1 the employee’s “immediate family”¹ was ill on the day or days
2 absent and providing the employee has not exhausted current
3 or accumulated sick leave credit. Sick leave may be granted in
4 full or half day increments. Half day is defined as three and one
5 half (3.5) hours from the start or end of the employee’s
6 workday. Use of a half sick day may only be used in conjunction
7 with a half day present.
8
- 9 2. All employees shall be credited with ten (10) days sick leave
10 per school year.
 - 11
 - 12 3. Sick leave will be credited on the initial day of employment and
13 shall accumulate without limitation.
 - 14
 - 15 4. Employees may not engage in any gainful employment while
16 on sick leave except as allowed under the Family Medical
17 Leave Act.
 - 18
 - 19 5. If an employee uses all accumulated sick leave and is still
20 unable to return to assigned duties, the employee shall apply
21 for and be placed on unpaid medical leave of absence in
22 accordance with Section B 2 of this article. An employee need
23 not exhaust all sick leave credit in order to exercise the option
24 of requesting to be placed on unpaid medical leave of absence.
25
 - 26 6. All provisions herein shall apply to pregnancy related matters.
27
 - 28 7. A sick leave bank shall be established into which employees
29 may voluntarily contribute one (1) day from their accumulated
30 sick leave. Only voluntary contributors shall qualify for use of
31 leave in the bank according to standards consistent with those
32 applying to use of regular sick leave. A three (3) person
33 committee composed of employees selected by the
34 Association shall be responsible for approving use of sick leave
35 in the bank by employees who have exhausted their leave. The
36 parties further agree that bargaining unit members shall not

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

1 be permitted to contribute sick leave days to any employee of
2 another bargaining unit.

3
4 The association shall save the Employer harmless against any
5 claims, legal or otherwise, for Sick Leave Bank enrollment if the
6 Association is given the opportunity to provide all necessary
7 legal services to defend such claims.

8
9 Section B Medical Leave

- 10
11 1. A medical leave of absence shall be granted for a period of two
12 (2) consecutive school years and, upon subsequent request,
13 may be renewed for two (2) additional years. The written
14 request shall be made to Personnel Services.
15
16 2. Whenever any employee has been advised by a physician or
17 otherwise knows of any interruption of assigned duties due to
18 anticipated medical reasons and which may reasonably be
19 expected to last thirty (30) or more days, the employee shall
20 notify Personnel Services and upon request be granted a
21 medical leave of absence according to Section A 5 of this
22 article. Such notice shall be given in writing and accompanied
23 by a physician's statement setting out the anticipated date of
24 commencement of interruption of duties and whether the
25 employee is to retain the same assignment.
26
27 3. The employee shall notify the Employer as soon as possible of
28 any change in the return date. Said notice shall be
29 accompanied by the written permission of the physician.
30
31 4. The Employer will keep the employee's assignment available
32 upon resumption of assigned duties provided:
33
34 a. Such assignment has not been eliminated during the
35 employee's absence for any valid reason
36
37 b. The employee's planned absence does not exceed
38 ninety (90) days
39
40 c. An employee must return to work for a minimum of
41 ten (10) days to re-start the ninety (90) day count
42 whether using paid or unpaid leave

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- 5. Employees returning from a long-term leave of absence (an absence exceeding 90 days) will fill out the JCBE/JCTA agreed upon form “Release to Return from Leave of Absence” and return the form to the District Leave Center (in person or via fax) along with any medical documentation if applicable.
 - a. Upon receipt of the necessary information, the employee will be provided with a “District Release” form that they will present to their administrator upon their return to work (employees can request that this form be emailed to them).
 - b. Employees returning from a long-term leave of absence are encouraged to return the “Release to Return from Leave of Absence” form in person to the District Leave Center but are not required to do so.
- 6. Employees who qualify for and are awarded workers compensation payments shall be placed on medical leave with unused sick leave coordinated with the workers compensation payments so as to sustain the level at a total of 100% regular wages.

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

Section C Emergency Leave

For the purpose of the section “emergency” shall mean a sudden unexpected happening; an unforeseen occasion or condition; a sudden or unexpected occasion for action.

- 1. Legitimate reasons for granting emergency leave with pay shall include:
 - a. Death or funeral of relative by blood or marriage (specify relationship)
 - b. Emergency situations resulting from natural disasters; i.e., tornado, flood (specify exact reason)

- 1 c. Such other reasons of emergency or extraordinary
2 nature as approved by the Superintendent's
3 designee. (Letter of explanation required.)
4
- 5 2. All employees shall be credited with two (2) days of emergency
6 leave per year. Emergency leave will be credited on the initial
7 day of employment and will not accumulate from year to
8 year. All emergency leave granted under this section will be
9 granted in units of full days.

10

11 Section D Personal Leave

12

- 13 1. All employees shall be credited with three (3) days of personal
14 leave per year. The use of these days shall be at the
15 employee's discretion. Unused personal leave shall
16 accumulate as sick leave.
17
- 18 2. Personal leave will be granted upon request to employees who
19 give prior notice to the principal or immediate supervisor by
20 noon of the preceding day.
21
- 22 3. Personal leave days will not be granted for the last five (5) days
23 of the school term (student attendance days) except for the
24 purpose of attending graduation ceremonies for the
25 employee, their spouse, children, step-children, foster
26 children, or grandchildren. A principal/administrator or
27 designee may approve personal leave during the last five (5)
28 days for the purpose of attending graduation ceremonies for
29 other extended relatives by blood or marriage when sufficient
30 proof of the relationship and event is provided.
31
- 32 4. The principal or immediate supervisor may deny personal
33 leave if the total requests exceed 10% of the teaching staff for
34 any one day.
35
- 36 5. Job share employees who have signed a Job Share Agreement
37 with another teacher and their principal to share one full-time
38 job, will each receive 2 personal days, at a rate of 3.5 hours per
39 day.
40
- 41 6. Part-time teachers who work at least 50% (654.50 hours per
42 year) of the full-time teacher work year (1,309 hours per year)

- 1 and are assigned to an approved working calendar will receive
- 2 2 personal days, at a rate of 3.5 hours per day.
- 3
- 4 7. Part-time employees that work a 7-hour day described in #5
- 5 and #6 above will receive 1 personal day.
- 6
- 7 8. Employees working at least 92 days will receive personal leave
- 8 as defined in numbers 6 and 7.
- 9
- 10 9. Part-time retirees are not eligible for personal leave.

11
12 Section E Adoption/Child Rearing Leave

- 13
- 14 1. An employee presenting the required evidence shall upon
- 15 request to Personnel Services be granted an unpaid leave of
- 16 absence necessary to meet child adoption requirements and
- 17 for the purpose of rearing the preschool child(ren).
- 18
- 19 2. The Employer will keep the employee’s assignment available
- 20 upon resumption of assigned duties provided:
- 21
- 22 a. Such assignment has not been eliminated during the
- 23 employee’s absence for any valid reason; and
- 24
- 25 b. The employee has requested such leave at least four
- 26 (4) weeks prior to the anticipated date on which the
- 27 leave is to commence;
- 28
- 29 c. The employee’s planned absence does not exceed
- 30 ninety (90) days.
- 31
- 32 3. A single adoption/child rearing leave shall be granted for a
- 33 period of no less than thirty (30) days and no more than two
- 34 (2) consecutive work years or major portions thereof upon
- 35 written request by the employee to Personnel Services.

36
37 Section F Professional Leave

- 38
- 39 1. The Employer shall budget and establish a bank of four
- 40 hundred (400) Professional Leave days.

41

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

18 Section G Educational Leave

19
20 A leave of absence of up to three (3) years shall be granted to any
21 employee upon application for educational or professional
22 purposes. Upon return if the employee submits evidence in accordance
23 with established procedures that this leave was used for the stated
24 purpose for which it was granted, the employee shall be placed on the
25 salary schedule at the level which would have been achieved had the
26 employee remained actively employed in the system during the period
27 of absence, provided however that time spent on said leave will not
28 count toward the fulfillment of the time requirements for acquiring a
29 continuing contract.
30

31 A teacher’s seniority status will be maintained and the teacher will be
32 placed in the line of seniority where they would have been had they not
33 taken the leave.
34

35 Section H Military Leave

36
37 Any employee who enters active duty shall be granted an unpaid leave
38 for a period not to exceed the initial period of service. Any employee
39 on military leave and within ninety (90) days after the employee’s
40 separation from military service shall upon written application be
41 restored to a position in the employment of the Employer, provided the
42 employee shall furnish proof of discharge or separation from service

1 under honorable conditions and be found by a physician selected by the
2 Employer to be in a satisfactory state of health for the performance of
3 teaching duties. Upon return the employee shall be placed on the
4 salary schedule at the level which would have been achieved had the
5 employee remained actively employed in the system during the period
6 of absence.

7
8 Section I Political Activity Leave

9
10 An unpaid leave of absence shall be granted to any employee upon
11 application for the purpose of campaigning for or serving in public office
12 once the employee becomes a bona fide candidate for such office. The
13 employee's assignment will be kept available for resumption of
14 teaching duties provided the employee's planned absence does not
15 exceed ninety (90) days.

16
17
18 Section J Jury Duty Leave

19
20 Any employee who serves on a jury in any duly constituted local, state
21 or federal court shall be granted leave with full compensation less any
22 compensation received as jury pay, for the period of actual jury service,
23 which leave shall be in addition to all other leave to which the employee
24 may be entitled.

25
26 Employees claiming compensation for jury duty shall comply with the
27 following procedures:

- 28
29 1. A copy of the jury subpoena must be provided to the school
30 principal or immediate supervisor prior to the first day
31 involving jury duty service.
- 32
33 2. If assigned to jury duty, the Verification of Jury Duty form
34 (available from the payroll department) must be completed
35 each pay period and forwarded with the Payroll Exception card
36 which the school submits to the Payroll Office.
- 37
38 3. A personal check (payable to the Treasurer, Jefferson County
39 Board of Education) for the amount of compensation received
40 for jury duty service only and excluding the travel expense shall
41 be delivered to the principal or immediate supervisor for
42 transmittal to the Payroll Office.

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Section K Association President and Vice-President Leave

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

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

The duly elected President of the Association will be assigned by the District to the Association for 187 days. During this time, he/she will work on area/issues of mutual concern related to the welfare of the students of Jefferson County Public Schools as determined by the Association. For this 187-day period, he/she shall be considered in an active duty status and shall receive compensation and benefits in accordance with the labor agreement. Should the Association elect to extend the President's work year beyond the 187 days, the Association will reimburse the Employer for any cost associated with the extension. The Association may provide for additional benefits, such as sick leave on a pro-rated basis, based on additional days worked by the JCTA President. The Association will bear the cost of these additional days. The JCTA President will report time for purposes of salary using the current mutually agreed upon forms and procedures unless the Employer and the Association mutually agree to changes.

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

1 Section L Association Leave

2

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

21

22 For up to ten (10) different days during a legislative session of the
23 General Assembly, the Employer will provide the Association with leave
24 to allow educators to observe and participate in the legislative process.
25 Sufficient leave will be provided to allow for the release of one JCTA
26 bargaining unit employee for every twenty such employees, or major
27 fraction thereof, at a site. In order to reduce the number of employees
28 utilizing leave on a single day and thereby minimize the impact on
29 student learning, the Association may utilize a comparable total amount
30 of legislative leave over multiple days in lieu of a single day. Additional
31 days of legislative leave may be granted by mutual agreement of the
32 employer and the Association. Every effort will be made to minimize the
33 number of days any one employee utilizes this leave.

34

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

37

38 Section M Resumption of Benefits Following Leave

39

40 When the employee resumes service in the district following leave any
41 unused accumulated sick leave will be restored. Any employee granted
42 a leave which affects the continuation of benefits provided by the

1 Employer shall assume responsibility for making arrangements for
2 continuation of said benefits during the term of said leave. The
3 Employer will provide assistance and information with the ultimate
4 responsibility for all notices remaining with the employee.

5
6 Section N Length of Consecutive Leaves of Absence

7
8 The Employer may deny Adoption/Child Rearing Leave, or Educational
9 Leave when the granting of such leave would result in an absence from
10 duty for a period longer than two (2) consecutive school years without
11 at least one-half (1/2) intervening year of active service as an
12 employee. Time while an employee is on unpaid Education Leave
13 serving as a released full-time salaried officer of the Association or the
14 Kentucky Education Association or the National Education Association
15 shall not apply under this section.

16
17 Section O Court Appearance Leave

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

25
26 Section P Notarizing Leave Affidavits

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

30
31 Section Q "Substitute Status"

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

1 ARTICLE 27 – COMPENSATION SCHEDULES

2
3 Section A Salary Schedule

4
5 The Teacher Salary Schedule will be increased by 5% effective July 1,
6 2023.

7
8 The Salary Schedule for subsequent years will be negotiated by the
9 Employer and the Association prior to the beginning of the 2024-2025
10 fiscal year. The Salary Schedule for the 2025-26 school year will be
11 negotiated by the Employer and the Association prior to the beginning
12 of the 2025-26 school year.

- 13
14 1. The increment for earned doctorate (Rank I +) in subject fields
15 or areas approved by the State Board of Education for
16 certification purposes.
17
18 2. Employees paid on these schedules shall be paid on a 26-pay
19 check plan. Employees shall receive all summer escrow
20 paychecks on the same pay date at the end of the school year
21 based on the employee’s working calendar assignment.
22
23 3. One check per payroll period will be generated to include all
24 monies due, including but not limited to, regular
25 compensation, ESS, parent/teacher conference day, coaching,
26 opening day, etc. Individual items will be listed/defined on the
27 pay stub/direct deposit advice.
28
29 4. Job Family III salary schedule includes teachers and other non-
30 managerial, professional employees who work directly with
31 students.
32
33 5. Direct deposit to one account will be mandatory for all
34 employees. The credit union will remain as a payroll deduction.
35

36 Section B¹ Insurance Benefits

- 37
38 1. Employee Health and Hospitalization insurance provided for
39 by the Commonwealth of Kentucky Employee Health Plan.

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

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- 2. \$20,000 term life insurance – when full premium paid by state.
- 3. Term life insurance equal to pay on the Teachers Salary Schedule, with maximum payment of \$50,000 – full premium paid by Employer.
- 4. Workers compensation insurance – full premium paid by Employer.
- 5. Long term disability income protection insurance – full premium paid by Employer.
- 6. Unemployment compensation insurance – full premium paid by Employer.

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

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

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

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

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

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

- 1 1. Summer school, and part-time teachers' salaries shall be
2 prorated. Annual salaries are divided by base days to
3 determine daily rates. Daily rates are divided by seven (7) to
4 determine an hourly rate. The number of class hours will be
5 multiplied by the hourly rate to arrive at the salary for less than
6 a full duty day.

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Section E Extra Service Pay Schedule 2018-19

10 1.0 = .1088 x Rank III, Step 0 (for a 187 day teacher salary schedule)

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1. High School Athletics [SEE ATTACHED TABLE]
2. Other Activities H.S. & YPAS [SEE ATTACHED TABLE]
3. Middle School Athletics [SEE ATTACHED TABLE]
4. Elementary School Athletics [SEE ATTACHED TABLE]
5. School Funded Sport/Support [SEE ATTACHED TABLE]
6. Extra Service Rates [SEE ATTACHED TABLE]
7. Department Head (Middle and Senior High Schools) 2 or more teachers in department - \$125 per teacher.
8. Extra Service Pay Schedule increments are paid only for services actually rendered.
9. 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.
10. Elementary Team Leaders - \$125 per teacher on team or grade group.
11. The following activities will be paid at the tutoring rate of \$15.00 per hour:
 - a. Aiding students in the completion of homework assignments given in class and completing students' notes;

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- b. Supervising study time;
- c. Providing classroom and resources for project completion (i.e., supervision of science lab);
- d. Making up classroom activities missed because of absentees;
- e. Computer Curriculum Corporation (CCC);
- f. Study skills program;
- g. Tutoring centers;
- h. Supervising National Honor student volunteers in peer tutoring;
- i. Supervising students in computer lab;
- j. One on one; and
- k. Supervising students completing long term projects.
- l. Student supervision for high school activities related to career pathways. The pathway addressed must be Kentucky Department of Education approved as recognized by Technical Education Database System (TEDS)

Section F

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

Temporary Salary Adjustments for 2023-2024 (Effective as noted below)

Substitute Teacher Critical Need Stipend

- Effective July 1, 2023 through last student instructional day for the 2023-24 school year
- \$1,000 critical need stipend to be paid after working as a substitute teacher 20 consecutive days at critical needs schools (or)
- \$500 stipend to be paid after working as a substitute teacher 20 consecutive days at any combination of school locations
- Temporary Appointee (long-term) assignment substitute teachers will continue to be paid according to the Temporary Appointee program and are not eligible for either of the above substitute teacher stipends

Bus Driver Transportation - \$6.00 per hour Differential Pay

- Classified Hourly staff driving bus for Transportation Department and reported by Transportation paid their hourly rate plus an additional \$6.00 per hour differential pay, if eligible. To be eligible for the additional \$6.00 per hour the employee must work and be present every contract day in the applicable pay period based on their regular/primary working calendar assignment. If the employee has a paid leave or dock time in their primary position with the District, they will not be eligible for the \$6.00 per hour for the entire pay period. If retroactive corrections to attendance reporting are received, the \$6.00 per hour differential pay will be adjusted accordingly. This additional \$6.00 per hour is for hours the employee drives the bus route only, and is not paid on their regular contract work hours or any other extra service.
- Substitutes any time reported by Transportation for a classified substitute driving the bus, the substitute will be paid their normal hourly rate plus \$6.00 per hour for every hour they are reported by transportation for driving the bus route
- Effective 7/1/23 – 9/29/23, certified Teachers driving a bus for the Transportation Department and reported by Transportation are paid \$25 per hour plus an additional \$6.00 per hour differential pay if eligible for driving the bus for transportation (not applicable to Activity Bus driving). Effective 9/30/23 – 6/30/24, this rate will increase for certified teachers from \$25 per hour to the teacher's regular hourly rate plus that additional \$6.00 per hour incentive pay as applicable. To be eligible for the \$6.00 per hour, the employee must work and be present every contract day in the applicable pay period based on their regular/primary working calendar assignment. If the employee has a paid leave or dock time in their primary position with the District, they will not be eligible for the \$6.00 per hour for the entire pay period. If retroactive corrections to attendance reporting are received, the \$6.00 per hour differential pay will be adjusted accordingly. This additional \$6.00 per hour is for hours the teacher drives the bus route only and is not paid on their regular contract work hours or any other extra service. Per Teacher's Retirement System (TRS), the hourly rate paid for bus driving the bus and the additional \$6.00 per hour is not subject to TRS withholdings. FICA will be withheld in lieu of TRS.

JOB FAMILY III SALARY SCHEDULE

2023 - 24

Annual Salary based on 187 days, 7 hours per day

STEP	RANK III (31) Bachelor's	RANK III + 15 (32) Bachelor's + 15 hrs	RANK II (21) Master's	RANK II + 15 (22) Master's + 15 hrs	RANK I (11) Master's + 30 hrs	DOCTORATE (12) Doctorate Degree
0	47,096.47	49,002.77	53,447.07	55,348.80	59,790.74	62,538.43
1	47,944.72	49,846.42	54,290.70	56,194.75	60,634.39	63,389.05
2	48,793.03	50,694.77	55,136.67	56,926.35	61,484.98	64,230.37
3	49,632.10	51,540.72	55,980.34	57,884.41	62,326.35	65,076.37
4	52,601.08	52,601.08	58,186.40	58,730.42	63,762.47	65,924.64
5	53,447.07	54,080.94	58,520.64	60,424.67	64,866.60	67,616.62
6	54,717.17	55,772.90	60,212.58	62,112.01	66,556.27	69,306.22
7	55,558.50	57,460.26	61,904.52	63,813.17	68,248.21	70,998.23
8	57,252.78	59,159.15	63,598.79	65,502.81	69,942.47	72,694.79
9	58,940.19	60,848.77	65,288.45	67,192.47	71,634.45	74,382.15
10	60,634.39	62,538.43	66,980.45	68,882.10	73,321.78	76,071.82
11	64,022.93	65,924.64	70,366.62	72,266.08	76,714.86	79,458.00
12	65,712.57	67,616.62	72,058.58	73,960.31	78,404.54	81,152.26
13	67,404.56	69,306.22	73,745.94	75,652.29	80,094.21	82,848.84
14	69,096.50	70,998.23	75,442.48	77,341.89	81,786.21	84,536.21
15	70,786.16	72,694.79	77,136.73	79,036.15	83,475.85	86,228.13
16	74,174.69	76,071.82	80,520.72	82,424.72	86,864.34	89,607.48
17	76,714.86	78,614.33	83,051.71	84,962.61	89,402.33	92,147.71
18	76,714.86	78,614.33	83,051.71	84,962.61	89,402.33	92,147.71
19	76,714.86	78,614.33	83,051.71	84,962.61	89,402.33	92,147.71
20	78,404.54	80,308.63	84,748.27	86,652.27	91,094.25	93,839.67
21	78,404.54	80,308.63	84,748.27	86,652.27	91,094.25	93,839.67
22	78,404.54	80,308.63	84,748.27	86,652.27	91,094.25	93,839.67
23	78,404.54	80,308.63	84,748.27	86,652.27	91,094.25	93,839.67
24	78,404.54	80,308.63	84,748.27	86,652.27	91,094.25	93,839.67
25	79,670.06	81,576.41	86,016.07	87,920.09	92,359.77	95,112.09

The 2023-24 teacher salary schedule reflects an increase of 5.0%. Annual salary is based on a 187 days, 7 hours per day work year. Munis Group/BU: CERT, CERV, RCET, CLA1, CLA2, CERU, CLAU, and CERV x admin index

EXTRA SERVICE PAY SCHEDULE

2023 - 24

1.0 = .1088 x Rank III, Step 0 (for a 187 day teacher salary schedule)

Rank III, Step 0 = \$47,096.47

Times .1088 = \$5,124

Athletic and Related Activities in Senior High Schools

TITLE	STEP 0		STEP 1		STEP 2		STEP 3		STEP 4	
Athletic Director	1,2000	6,149	1,3876	7,110	1,5750	8,071	1,7626	9,032	1,9500	9,992
Head Football	1,0000	5,124	1,1583	5,925	1,3125	6,725	1,4688	7,526	1,6250	8,327
Head Basketball	1,0000	5,124	1,1583	5,925	1,3125	6,725	1,4688	7,526	1,6250	8,327
Asst. Football (1,2)	0,6000	3,074	0,6938	3,554	0,7875	4,035	0,8813	4,515	0,9750	4,996
JV Basketball/Asst JV Bball (1,2)	0,6000	3,074	0,6938	3,554	0,7875	4,035	0,8813	4,515	0,9750	4,996
Track (1)	0,6000	3,074	0,6938	3,554	0,7875	4,035	0,8813	4,515	0,9750	4,996
Baseball (2)	0,6000	3,074	0,6938	3,554	0,7875	4,035	0,8813	4,515	0,9750	4,996
Softball (2)	0,6000	3,074	0,6938	3,554	0,7875	4,035	0,8813	4,515	0,9750	4,996
Wrestling	0,6000	3,074	0,6938	3,554	0,7875	4,035	0,8813	4,515	0,9750	4,996
Volleyball	0,6000	3,074	0,6938	3,554	0,7875	4,035	0,8813	4,515	0,9750	4,996
Cheerleaders	0,6000	3,074	0,6938	3,554	0,7875	4,035	0,8813	4,515	0,9750	4,996
JROTC Rifle Team	0,6000	3,074	0,6938	3,554	0,7875	4,035	0,8813	4,515	0,9750	4,996
Drill Corps	0,5000	2,562	0,5782	2,963	0,6563	3,362	0,7344	3,763	0,8125	4,164
Cross Country (1,2)	0,5000	2,562	0,5782	2,963	0,6563	3,362	0,7344	3,763	0,8125	4,164
Field Hockey (1,2)	0,5000	2,562	0,5782	2,963	0,6563	3,362	0,7344	3,763	0,8125	4,164
Lacrosse	0,5000	2,562	0,5782	2,963	0,6563	3,362	0,7344	3,763	0,8125	4,164
Soccer (1,2)	0,5000	2,562	0,5782	2,963	0,6563	3,362	0,7344	3,763	0,8125	4,164
Tennis (1,2)	0,5000	2,562	0,5782	2,963	0,6563	3,362	0,7344	3,763	0,8125	4,164
JV Volleyball	0,4000	2,050	0,4625	2,370	0,5250	2,691	0,5875	3,010	0,6500	3,331
Golf (1,2)	0,4000	2,050	0,4625	2,370	0,5250	2,691	0,5875	3,010	0,6500	3,331
Bass Fishing	0,4000	2,050	0,4625	2,370	0,5250	2,691	0,5875	3,010	0,6500	3,331
Swimming (1,2)	0,4000	2,050	0,4625	2,370	0,5250	2,691	0,5875	3,010	0,6500	3,331
Chess Sponsor	0,4000	2,050	0,4625	2,370	0,5250	2,691	0,5875	3,010	0,6500	3,331
E-sports	0,4000	2,050	0,4625	2,370	0,5250	2,691	0,5875	3,010	0,6500	3,331

EXTRA SERVICE PAY SCHEDULE

2023 - 24

Middle School Athletics & Other Activities

TITLE	STEP 0		STEP 1		STEP 2		STEP 3		STEP 4	
Activity/Athletic Director	0.6000	3,074	0.6938	3,554	0.7875	4,035	0.8813	4,515	0.9750	4,996
Activities Sponsor	0.1000	512	0.1156	593	0.1313	673	0.1469	753	0.1625	834
Robotics Sponsor	0.4000	2,050	0.4625	2,370	0.5250	2,691	0.5875	3,010	0.6500	3,331
Basketball (1)	0.3000	1,537	0.3469	1,778	0.3938	2,018	0.4406	2,259	0.4875	2,499
Academic Activities Coordinator	0.3000	1,537	0.3469	1,778	0.3938	2,018	0.4406	2,259	0.4875	2,499
Football	0.3000	1,537	0.3469	1,778	0.3938	2,018	0.4406	2,259	0.4875	2,499
Archery	0.1000	512	0.1156	593	0.1313	673	0.1469	753	0.1625	834
Asst. Football	0.1000	512	0.1156	593	0.1313	673	0.1469	753	0.1625	834
6th Grade Basketball	0.1000	512	0.1156	593	0.1313	673	0.1469	753	0.1625	834
Baseball	0.1000	512	0.1156	593	0.1313	673	0.1469	753	0.1625	834
Softball	0.1000	512	0.1156	593	0.1313	673	0.1469	753	0.1625	834
Volleyball	0.1000	512	0.1156	593	0.1313	673	0.1469	753	0.1625	834
Soccer	0.1000	512	0.1156	593	0.1313	673	0.1469	753	0.1625	834
Flag Football	0.1000	512	0.1156	593	0.1313	673	0.1469	753	0.1625	834
Cross Country	0.1000	512	0.1156	593	0.1313	673	0.1469	753	0.1625	834
Track	0.1000	512	0.1156	593	0.1313	673	0.1469	753	0.1625	834
Field Hockey	0.1000	512	0.1156	593	0.1313	673	0.1469	753	0.1625	834
Lacrosse	0.1000	512	0.1156	593	0.1313	673	0.1469	753	0.1625	834
Cheerleaders	0.2000	1,025	0.2313	1,184	0.2625	1,345	0.2938	1,505	0.3250	1,665
Drill Corps	0.1000	512	0.1156	593	0.1313	673	0.1469	753	0.1625	834
E-sports	0.1000	512	0.1156	593	0.1313	673	0.1469	753	0.1625	834
Quick Recall Coach	0.1000	512	0.1156	593	0.1313	673	0.1469	753	0.1625	834
Future Problem Solving Coach	0.1000	512	0.1156	593	0.1313	673	0.1469	753	0.1625	834

EXTRA SERVICE PAY SCHEDULE

2023 - 24

Elementary School

TITLE	STEP 0		STEP 1		STEP 2		STEP 3		STEP 4	
	0.4000	2,050	0.4625	2,370	0.5250	2,691	0.5875	3,010	0.6500	3,331
School Technology Coordinator	0.4000	2,050	0.4625	2,370	0.5250	2,691	0.5875	3,010	0.6500	3,331
Robotics Sponsor	0.4000	2,050	0.4625	2,370	0.5250	2,691	0.5875	3,010	0.6500	3,331
Quick Recall	0.1000	512	0.1156	593	0.1313	673	0.1469	753	0.1625	834

School Funded Sports & Support

TITLE	STEP 0		STEP 1		STEP 2		STEP 3		STEP 4	
	-	1,700	-	2,000	-	2,300	-	2,600	-	3,000
Asst AD/Game Manager (Full Yr) (6)	-	1,700	-	2,000	-	2,300	-	2,600	-	3,000
School Technology Coordinator-HS	0.6000	3,074	0.6938	3,554	0.7875	4,035	0.8813	4,515	0.9750	4,996
School Technology Coordinator-MS	0.5000	2,562	0.5762	2,963	0.6563	3,362	0.7344	3,763	0.8125	4,164

District Evaluation Appeals Panel (DEAP)

TITLE	STEP 0		STEP 1		STEP 2		STEP 3		STEP 4	
	0.4044	2,073	-	-	-	-	-	-	-	-
DEAP Pool (7)	0.4044	2,073	-	-	-	-	-	-	-	-

Mentor Teacher Residency

TITLE	STEP 0		STEP 1		STEP 2		STEP 3		STEP 4	
	0.5000	5,000	(2 Mentees)	10,000	-	-	-	-	-	-
Mentor Teacher Residency (9)	-	5,000	-	10,000	-	-	-	-	-	-

Student Technology Leadership Program (STLP)

TITLE	STEP 0		STEP 1		STEP 2		STEP 3		STEP 4	
	-	1,000	-	-	-	-	-	-	-	-
STLP (10)	-	1,000	-	-	-	-	-	-	-	-

Black Student Union Sponsor

TITLE	STEP 0		STEP 1		STEP 2		STEP 3		STEP 4	
	-	2,464	-	-	-	-	-	-	-	-
Black Student Union Sponsor (11)	-	2,464	-	-	-	-	-	-	-	-

Career & Tech Student Organization Advisor

TITLE	STEP 0		STEP 1		STEP 2		STEP 3		STEP 4	
	0.4000	2,050	0.4625	2,370	0.5250	2,691	0.5875	3,010	-	-
CTSO Advisor (12)	0.4000	2,050	0.4625	2,370	0.5250	2,691	0.5875	3,010	-	-

EXTRA SERVICE PAY SCHEDULE

2023 - 24

- (1) The total increment paid to a person who coaches both teams is calculated at 1.5 times the listed increment.
- (2) Increment is for teams which meet approved participation levels.
- (3) Increment is for 100 or more members of marching band.
- (4) Band Camp is not subject to step increases.
- (5) Paid by the Academic Competition Department and not subject to step increases.
- (6) Increment is not adjusted for cost of living increases. Full year pay is based on 180-days (60-days per season: Fall, Winter, Spring). If working less than the full year, the contract pay must be prorated based on number of days worked in the season. Contract pay for working one season (60 days) is prorated as follows:

Full Year:	Step 0- \$1700.00	Step 1- \$2000.00	Step 2- \$2300.00	Step 3- \$2600.00	Step 4- \$3000.00
Fall Only:	Step 0- \$666.67	Step 1- \$666.67	Step 2- \$766.67	Step 3- \$866.67	Step 4- \$1000.00
Winter Only:	Step 0- \$666.67	Step 1- \$666.67	Step 2- \$766.67	Step 3- \$866.67	Step 4- \$1000.00
Spring Only:	Step 0- \$666.67	Step 1- \$666.67	Step 2- \$766.67	Step 3- \$866.67	Step 4- \$1000.00

- (6a) Effective 7/1/23, school funded sport/sponsor positions must be paid based on the same rate and schedule as the District paid sport/sponsor position. Any assistant position without an approved District pay scale will be paid at 50% of the approved head coach/sponsor scale for the specific level (High, Middle, Elementary). Any sport or sponsorship that is not listed on the Board approved salary schedule will be paid at the employee's hourly rate extra service rate for hours worked.
- (7) DEAP is not subject to step increases.
- (8) KUNA-Kentucky United Nations Assembly Sponsor
- (9) Mentor Teacher Resident increment is not subject to step increases. Increment is \$5000 per mentee. Step 0 reflects increment for one(1) mentee. Step 1 reflects increment for two(2) mentees
- (10) STLP is not subject cost of living increases and not subject to step increases.
- (11) Black Student Union Sponsor is not subject to cost of living increases and not subject to step increases.
- (12) Career & Tech Student Organization (CTSO) Advisor step placement is determined by the program and requirements of that program. Step are not based on years in the program.
- * Positions are not subject to shared duty including those of head coaches

Step placement for District and School Funded coach/sponsor positions is based on years of experience in the applicable activity. One step is granted for each full year of experience, not to exceed the maximum number of steps on the Board approved scale. Half/partial steps are not allowable regardless of funding source.

Pay for all District and School Funded coach/sponsor contracts which start late or end early must be prorated based on the number of days worked in the applicable season.

Safe School Sponsor: \$512
Safe School Coordinator: \$1537
Tournament Manager: 1 Day-\$100, 2 Days-\$150, 3 Days-\$200, 4 Days-\$250, 5 Days-\$300

The 2023-2024 Extra Service Coaching salary schedule is indexed to Job Family III/ Rank III/ Step 0 unless noted (6), (9), (10), (11). Annual amounts are rounded to the nearest whole dollar based on normal rounding rules.

Munis Group/BU: PARA, CERA, CLAX

AIS and Choice Zone Quarterly Stipends

2023 - 24

Teacher Stipend *				
Assignment Year	MUNIS Grade	MUNIS Step	Annual Stipend	Quarterly Payment
Yr 1	AC-T	0	8,000	2,000.00
Yr 2	AC-T	1	8,120	2,030.00
Yr 3	AC-T	2	8,240	2,060.00
Yr 4	AC-T	3	8,370	2,092.50
Yr 5	AC-T	4	8,500	2,125.00
Yr 6	AC-T	5	8,620	2,155.00
Yr 7	AC-T	6	8,750	2,187.50
Yr 8	AC-T	7	8,880	2,220.00
Yr 9	AC-T	8	9,020	2,255.00
Yr 10	AC-T	9	9,150	2,287.50
Yr 11	AC-T	10	9,290	2,322.50
Yr 12	AC-T	11	9,430	2,357.50
Yr 13	AC-T	12	9,570	2,392.50
Yr 14	AC-T	13	9,720	2,430.00
Yr 15	AC-T	14	9,860	2,465.00
Yr 16	AC-T	15	10,010	2,502.50
Yr 17	AC-T	16	10,160	2,540.00
Yr 18	AC-T	17	10,310	2,577.50
Yr 19	AC-T	18	10,460	2,615.00
Yr 20	AC-T	19	10,620	2,655.00
Yr 21	AC-T	20	10,620	2,655.00
Yr 22	AC-T	21	10,620	2,655.00
Yr 23	AC-T	22	10,620	2,655.00
Yr 24	AC-T	23	10,620	2,655.00
Yr 25	AC-T	24	14,000	3,500.00
Yr 26	AC-T	25	14,000	3,500.00

Administrator Stipend			
Position	MUNIS Grade	Annual Stipend	Quarterly Payment
Principal	AC-P	10,000.00	2,500.00
Assistant Principal	ACAP	8,000.00	2,000.00
Counselor	AC-C	8,000.00	2,000.00
FRYSO Coordinator	ACFC	5,000.00	1,250.00

Eligibility & Pay Dates
<p>1st Stipend - Paid on 2nd pay date in October. Assigned to the AIS or Choice Zone School since the first Student day through the 1st pay date in October and in active status.</p> <p>2nd Stipend - Paid on 1st pay date in December. Assigned to the AIS or Choice Zone School by 1st pay date in October through the last pay date in November and in active status.</p> <p>3rd Stipend - Paid on 2nd pay date in March. Assigned to the AIS or Choice Zone School since the by the 1st student day after December 31st through 1st pay date in March and in active status.</p> <p>4th Stipend - Paid on last regular paycheck in June. Assigned to the AIS by the 1st pay date in March through the last contract work day of the fiscal year and in active status.</p> <p>* Teacher Stipend progression is based on continuous assignment in AIS/Choice Zone School. Stipend for all assigned teachers will be Year 1 (Step 0) effective 7/1/23.</p> <p>Teachers assigned to AIS schools in 2023-24 which exited AIS status in 2022-2023 will receive the 2023-24 AIS stipend for one year only provided payment eligibility is met for each stipend pay date.</p>

2023-2024 OTHER EXTRA SERVICE & STIPEND INFORMATION

Teaching & Learning/Curriculum Design & Learning Innovation:

Deeper Learning Cohort Participant (completion of initial training & evidence of implementation)	\$500.00
Deeper Learning Cohort Participant (completion of competency certification)	\$1,000.00
Deeper Learning Coach	\$2500.00 per year
Portfolio Based Learning (PBL) Certification Assessor (maximum 8 assessments)	\$250.00 per portfolio
NBCT (National Board Certified Teacher)	\$2,000.00 per year
Teaching & Learning Special Program Training (Modern Classroom, LETRS, etc)	\$500.00
Speech Language Pathologist & Audiologist Supplement (per KRS 157.397)	Rate as determined by KDE

Career & Tech Student Organization (CTSO) National Competition Stipend	\$1,000.00 per year
Stipend paid to CTSO Advisors who attend the CTSO National Competition	

Employees may not be compensated for additional extra or overtime pay for time which overlaps the employee's regular work hours or overlaps with other extra/overtime hours.

Omitted extra service time reporting will be paid in the next regular payroll cycle after which the discovery has been made.

2023 - 2024 JCTA EXTRA SERVICE RATES

Teachers / Librarians / Resource Teachers - Job Family III

Instruction (example: ESS)	Daily/Hourly Rate
Substitute Shortage (make-up planning one hour after school)	Hourly Rate
Mandatory Professional Development - Participation	Hourly Rate
Professional Development - Presentation	Hourly Rate
Professional Development - Participation*	\$23.4714 per hour
Professional Development - Preparation*	\$23.4714 per hour
(Up to 3 hours prep for each hour of presentation may be paid)	
Overcap (Class Size Coverage)	\$2,0988 per 1/2 hr per student
(1/12 of 10% of the daily rate for Step 0, Rank III)	
New Teacher Induction	\$20.7779 per hour
(8.25% of the daily rate of Step 0, Rank III)	
Department Head (Middle & High School) 2+ teachers in department	\$125.00 per full-time teacher in department
Team Leader/Grade Group Leader (Elementary School)	\$125.00 per full-time teacher on team
Cultural Contact	\$250.00 per year
Curriculum Preparation	\$10.78 per hour
Transportation Support (monitor, supervision, activity bus)	\$25.00 per hour
Bus Driving (regular bus route as reported by Transportation)	Hourly Rate*
*See Temporary Salary Adjustment for driving regular bus route for Transportation	
Tutoring for the following activities	\$15.00 per hour
Aiding students in the completion of homework assignments and completing students' notes;	
Supervising study time;	
Providing classroom and resources for project completion (i.e supervision of science lab);	
Making up classroom activities missed because of absences;	
Computer Curriculum Corporation (CCC);	
Study skills program;	
Tutoring centers;	
Supervising National Honor Student volunteers in peer tutoring;	
Supervising students in computer lab;	
One on one;	
Supervising students completing long term projects; and	
Student supervision for TEDS high school activities related to career pathways.	
Mentor New Teacher	\$1,000 per year per mentee
Provides support for new teachers. Funded through Title II, previously funded through KTIIP.	
\$1000 per year per mentee (up to 3 mentees). Paid in \$500 increments.	

*Professional Development Participation & Preparation rate is adjusted each year by the same percentage as the Extra Service (coaching) salary schedule.
 Employees may not be compensated for additional extra or overtime pay for time which overlaps the employee's regular work hours or other extra/overtime hours.

ARTICLE 28 - MISCELLANEOUS

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

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

Section C Mileage Reimbursement

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

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

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

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

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

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

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

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

1 ARTICLE 29 - GRIEVANCE PROCEDURE

2
3 Section A Definitions

- 4
5 1. Grievance means an allegation or complaint that there has
6 been a violation, misinterpretation or improper or arbitrary
7 application of one or more specific provisions of this
8 Agreement.
9
10 2. Grievant means the person(s) or Association making the
11 allegation or complaint.
12
13 3. Party-in-interest means the person(s) or Association making
14 the allegation or complaint or any party who might be required
15 to take action or against whom action might be taken in order
16 to resolve the grievance.
17
18 4. Immediate Supervisor means –
19
20 a. The Principal/administrator, or designee;
21
22 b. The Principal/administrator, or designee with whom
23 the grievance has been filed when the employee is
24 assigned to more than one location; or
25
26 c. The administrator by whom the employee is
27 evaluated when the employee is not assigned to an
28 individual school location.
29

30 Section B Purpose

- 31
32 1. The purpose of this Grievance Procedure is to secure, at the
33 lowest possible administrative level, equitable solutions to the
34 problems which may arise affecting the welfare or working
35 conditions of employees. The Parties agree that these
36 proceedings will be kept as informal as may be appropriate at
37 any level of the procedure.
38
39 2. Nothing contained herein will be construed as limiting the right
40 of any employee having a grievance to discuss the matter
41 informally with any appropriate member of the
42 administration, and to have the grievance adjusted without

1 intervention by the Association, provided that the adjustment
2 is not inconsistent with the terms of this Agreement and that
3 the Association after Level I A has been given an opportunity
4 to be present at such adjustment and to state its views.

5
6 Section C Representation

7
8 A grievant may be represented by the Association at all stages of the
9 Grievance Procedure after Level I A.

10
11 Section D Procedure

12
13 Since it is important that grievances be processed as rapidly as possible,
14 the timetable specified at each level should be considered as a
15 maximum and every effort should be made to expedite the
16 process. The time limits specified may, however, be extended by
17 mutual agreement.

18
19 In the event a grievance is filed at such a time that it cannot be
20 processed through all the steps in this Grievance Procedure by the end
21 of the school year, the time limits set forth herein will be reduced so
22 that the procedure may be exhausted prior to the end of the school year
23 or as soon thereafter as is practicable.

24
25 Level I A An employee with a grievance shall first inform the
26 immediate supervisor or the appropriate administrator within
27 fifteen (15) days of awareness of the incident or condition
28 which is the basis of the grievance with the objective
29 of resolving it informally.

30
31 Level I B If the grievant is not satisfied with the disposition of
32 the grievance a meeting with the Principal/administrator, or
33 designee shall be held with the objective of resolving the
34 grievance informally.

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

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

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

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

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

37
38 The Employer and the Association agree to select hearing dates from
39 those presented by the arbitrator and not cancel hearings once
40 scheduled, except in extraordinary circumstances, such as the
41 unavailability of witnesses or emergencies. Should a scheduled
42 arbitration be resolved or withdrawn, the Parties may, by mutual

1 agreement, move forward an arbitration pending with the same
2 arbitrator.

3

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

6

7 The arbitrator shall have authority to hold hearings and make
8 procedural rules consistent with this Agreement. Such hearings shall be
9 held as promptly as practicable after the request for arbitration and the
10 arbitrator shall issue the decision within a reasonable time but no later
11 than sixty (60) days after the date of the close of the final hearing. If
12 the Parties mutually agree, hearings may be waived and the arbitrator's
13 decision made on the basis of final statements and evidence submitted
14 to the arbitrator. The Employer and the Association agree to select
15 hearing dates from those presented by the arbitrator and not cancel
16 hearings once scheduled, except in extraordinary circumstances, such
17 as the unavailability of witnesses or emergencies.

18

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

33

34 Section E Grievances Filed at Level Above Immediate Supervisor

35

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

42

1 Section F Grievance Meetings and Hearings

2

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

6

7 Section G Grievance Records

8

9 All official records of processing a grievance shall be filed separately
10 from the personnel file of the grievant.

11

12 Section H Grievance Forms

13

14 Grievance forms and other necessary documents will be prepared
15 jointly by the Superintendent/designee and the Association. The
16 Association shall have the responsibility for appropriate distribution of
17 the forms for filing grievances. The costs of grievance forms will be
18 borne by the Employer.

19

20 Section I Miscellaneous

21

22 1. The Employer and the Association shall make available upon
23 written specific request to the other such information as is
24 necessary to effectively process grievances.

25

26 2. Neither the Employer nor the Association shall assert or
27 submit any ground or evidence before a grievance arbitrator
28 which has not been previously disclosed to the other party.

29

30 3. The Association and the aggrieved should exhaust this
31 Grievance Procedure including arbitration before seeking
32 alternative remedies, provided that by doing so they will not
33 be deemed to have waived or otherwise prejudiced any
34 constitutional, statutory, or other legal rights that they may
35 have. If another action or proceeding overlaps with a pending
36 Grievance Procedure, matters will be addressed in compliance
37 with Article 9, Section D.

38

39 4. If in the judgment of the Association a grievance affects a
40 group or class of employees, the Association may initiate and
41 submit such a grievance in writing. When such a grievance
42 arises outside of a building the Association will attempt to

1 resolve it informally before processing it through the
2 applicable steps of Section D, starting at Level II. The
3 Association may process such a grievance through all levels of
4 the procedure.
5

- 6 5. When it is necessary for the aggrieved party, a Grievance
7 Representative and/or other representative designated by the
8 Association to participate in a mutually scheduled grievance
9 meeting or hearing during the school day, the party will, upon
10 notice to the principal or appropriate administrator by the
11 Association be released without loss of pay as necessary in
12 order to permit participation in the meeting. Any employee
13 whose appearance is necessary in such meetings or hearings
14 as a witness will be accorded the same right.
15
- 16 6. Decisions rendered at Levels I C and II of the Grievance
17 Procedure will be in writing, setting forth the decision and the
18 reason therefore and will be transmitted promptly to all
19 parties-in-interest and to the Association. Decisions rendered
20 at Level III will be in accordance with the procedure set forth
21 in Section D, Level III.
22
- 23 7. The parties agree that Evaluation Form E-2 when “disciplinary:
24 _____ yes” box is not checked, the E-2 will not be placed in
25 the teacher’s personnel file and shall not be grievable, except
26 to the extent that it is incorporated or referenced in
27 subsequent disciplinary action or summative evaluation that is
28 grievable under the just cause provisions of Article 9.
29

30 ARTICLE 30 – CERTIFIED EARLY CHILDHOOD TEACHERS/EARLY
31 CHILDHOOD INSTRUCTIONAL COACHES
32

33 Section A The provisions included in this article will take precedence
34 over any other provisions found in the Agreement
35 addressing the same or similar issues.
36

37 Section B
38

- 39 1. The normal duty hours of certified early childhood teachers
40 and early childhood instructional coaches shall not exceed
41 seven and one-half (7.5) hours in length including a 20-minute
42 duty-free lunch period. Those employees subject to a seven

- 1 and one half hour (7.5) work day will be compensated at their
2 hourly rate of pay for any additional time worked in excess of
3 the seven and one half hours (7.5) The hourly rate of pay for
4 an employee subject to a seven and one half hour (7.5) work
5 day shall equal their daily rate divided by seven (7).
6
- 7 2. Certified early childhood teachers shall normally be provided
8 two hundred fifty (250) minutes of duty free preparation time
9 per week for the school year.
10
- 11 3. Class size maximum shall comply with state law and
12 regulations.
13
- 14 4. In addition to a certified early childhood teacher, each
15 classroom will be staffed with at least one (1) instructional
16 assistant. Substitutes for instructional assistants will be
17 provided when available to ensure appropriate staffing within
18 the classroom.
19
- 20 5. If a certified early childhood teacher or early childhood
21 instructional coach is required to work beyond the normal duty
22 hours, compensation will be determined according to Article
23 27, Compensation Schedules.
24
- 25 6. Certified early childhood teachers will be observed and
26 evaluated by the immediate supervisor or building
27 administrator.
28
- 29 7. All early childhood teachers and early childhood instructional
30 coaches will be provided access to a computer, internet, and
31 other appropriate technology when and where available.
32
- 33 8. Certified early childhood teachers and early childhood
34 instructional coaches will be provided the opportunity to
35 participate in professional development. Reimbursement for
36 expenses will be subject to the Board approved Jefferson
37 County Public Schools Travel Guidelines.
38
- 39 9. Early childhood instructional coaches, that hold the
40 appropriate certification, requesting assignment to a certified
41 early childhood teaching position will have transfer rights as
42 defined in Article 16, Transfer.

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10. Vacant certified early childhood teaching vacancies will be staffed using an interview process that will include a team of two (2) teachers from early childhood, appointed by the Association President, and one (1) administrator, as well as parents (where applicable). Preferential consideration will be given to classified and certified early childhood employees that obtain the appropriate teaching certification.
11. Certified early childhood teachers will perform home visits. Home visits will be incorporated into the regular work day. On request, for home visits where there are safety/security concerns, the Employer will, when possible, assign a second individual to accompany the certified early childhood teacher.
12. Attendance at faculty meetings, as defined in Article 11, Teaching Load and Duty Hours, will be mandatory, unless student supervision requirements prohibit.
13. Only certified early childhood teachers assigned to classrooms that have students assigned on the first K-12 student attendance day will be eligible for the one (1) day of extended employment available to the K-12 teachers during the first five (5) week days preceding the opening day of the school calendar, as described in Article 22, School Calendar. Certified early childhood teachers assigned to classrooms that do not have students assigned on the first K-12 student attendance day will be allowed one half of one of their first five (5) days of work to prepare their rooms.
14. Only Tuition certified early childhood teachers, having five (5) student days per week, will be eligible for the two (2) extended employment days allocated for parent/teacher conferences, as described in Article 22, School Calendar.
15. Tuition based early childhood programs will be provided a "box" for each classroom where parents can deposit the required tuition. The school will be responsible for taking the money from the box, accounting for the contents and forwarding the tuition to the appropriate central office

1 location. The teacher will not be required to “follow-up” with
2 parents concerning tuition payments.

- 3
4 16. Changing pads, gloves and wipes will be provided in the
5 classrooms for the purposes of changing students. An
6 appropriate area will be provided where students can be
7 attended to accordingly.

8
9 ARTICLE 31 – JOB SHARING

10
11 The following procedures for Job Sharing will be implemented for all job
12 sharing agreements:

- 13
14 1. A job sharing proposal must be submitted in writing annually
15 no later than May 1 of each year by those requesting
16 assignments to do job sharing positions. Teachers returning
17 from leave must complete all requirements no later than July
18 15.
19
20 2. Job sharing proposals must include plans for a meeting to
21 explain the program to the parents of students involved before
22 implementation of the proposal.
23
24 3. The principal must approve job sharing proposals.
25
26 4. Job sharing assignments shall be filled only by full-time
27 teachers who are under active continuing contract with the
28 school district who have jointly agreed to work together and
29 who have signed a contract designed for that purpose.
30
31 5. Each teacher in a job-sharing assignment must elect to teach
32 one-half of the allotted time for a full-time position (plus an
33 overlap period in the middle of the school day) where
34 applicable.
35
36 6. Both teachers in a job sharing position must record grades and
37 make appropriate reports and records using the mutually
38 agreed upon and state-adopted electronic grade and
39 attendance system provided by the employer.
40
41 7. Employees participating in the program must adhere to all
42 rules and regulations which govern the conditions of

- 1 employment of full-time school employees and will perform all
2 duties required of any teacher, under a full contract, i.e.,
3 conferences, extra duty assignments, staff meeting,
4 Professional Learning, etc.
5
- 6 8. Since the time worked is less than a four (4) hour day, teachers
7 who elect to be assigned to job sharing positions do not
8 receive benefits reserved for full-time employees except as
9 stipulated in the JCBE-JCTA Agreement provisions relative to
10 part-time employees.
11
- 12 9. Compensation will be computed as one-half of the annual
13 salary that the individual teacher would have made as a full-
14 time teacher based on the individual teacher's rank and step
15 on the teachers' salary schedule.
16
- 17 10. Step increases based on experience will be credited in
18 accordance with state statute governing part-time
19 employment, KRS 157.320(10).
20
- 21 11. Job sharing teachers will be credited with one-half (.5) sick
22 leave days per month and will be deducted on the basis of .5
23 days for each absence.
24
- 25 12. Certification renewal is the responsibility of the teacher and
26 information from the state certification agency will be
27 provided to each teacher participating in the program.
28
- 29 13. Any teacher participating in the shared-time program who
30 desires to return to full time employment must submit such a
31 request in writing to Personnel Services.
32
- 33 14. When returning to full-time employment, a part-time/shared-
34 time teacher will be placed on the transfer list in order of
35 his/her seniority date and a school assignment will be made in
36 accordance with the transfer provisions of the Agreement.
37
- 38 15. For purposes of these procedures, participation in the job
39 sharing program shall not be considered a break in service
40 when determining the seniority date of the job sharing
41 program participant.
42

- 1 16. The seniority date of the most senior teacher in a job sharing
2 position will be considered the seniority date of the team. A
3 principal will use this date, applicable only if a job sharing
4 position is renewed, when making overstaff decisions.
5
- 6 17. When a job sharing position is dissolved or not renewed, the
7 teacher who initially occupied the position has the first right to
8 that full-time position. If neither teacher held the initial
9 position, the most senior member of the job sharing team has
10 first rights to the position.
11
- 12 18. Job sharing teachers are subject to suspension of contract
13 during staff reductions and have recall rights to positions for
14 which they are or become qualified.
15
- 16 19. The job performance of each participant will be evaluated
17 annually by the principal.
18
- 19 20. The participants, the principal and appropriate instructional
20 staff, will evaluate the effectiveness of the program annually
21 in writing.
22

23 ARTICLE 32 – SPEECH AND LANGUAGE PATHOLOGISTS
24

25 A joint Committee consisting of five (5) Speech and Language
26 Pathologists appointed by the Association, two (2) Speech and
27 Language Pathologists appointed by the Employer, and three (3)
28 administrators appointed by the Superintendent will determine the
29 school pairings for Speech and Language Pathologists. The Committee
30 will meet in March to determine the pairings for the coming school year
31 based on the needs of the individual schools and the caseloads of
32 Speech and Language Pathologists.
33

34 Speech and Language Pathologists will be provided with travel time
35 between schools not including their lunch.
36

37 Section A Transfer Process
38

- 39 1. By April 25th of each school year, bargaining unit members
40 shall elect by secret ballot three (3) representatives as well as
41 three (3) alternates to serve with the Communication
42 Disorders Program Specialist on the SLP Transfer Selection

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

- 1 10. Transfers and choose ups are two (2) separate, independent
2 options for SLPs to have opportunities for movement within
3 the district.
4
5 11. Each year from April 19th through choose ups (1st or 2nd
6 Thursday after close of transfer window) will be considered a
7 “dead period” for transfers.
8
9 12. Diagnostic Center positions will remain a part of the agreed to
10 JCPs/JCTA Pairings Process and Choose-ups. These positions
11 will not be paired with any other location. Should the positions
12 become available for Choose-ups, the parties agree that only
13 those SLPs identified by the Employer with at least three (3)
14 years of diagnostic experience performing assessments at a
15 high volume/serving a large number of families will be
16 considered eligible to seek the Diagnostic positions via the
17 Choose-ups.

18
19 Section B Committee Representation

20
21 JCTA will appoint two (2) members from every role group (including but
22 not limited to Speech and OT/PT) who will implement and utilize any
23 newly adopted logging/graphing systems to the District Committee
24 responsible for reviewing the requirements and bids of said systems
25 and making the ultimate recommendation to the JCBE for acceptance
26 of a system.

27
28 ARTICLE 33– Mental Health Practitioners (MHPs)

29
30 Section A

- 31
32 1. The provisions included in this article will take precedence over
33 any other provisions found in the Agreement addressing the
34 same or similar issues.
35
36 2. The following articles include MHPs as employees covered by
37 Article 3 Recognition:
38
39 • Articles 1-5, 7-10, 13-14, 16-22, 26-29, 33-38
40
41 3. The following articles do not apply to MHPs:
42

1	● Article 6	Academic Freedom
2	● Article 11	Teaching Load and Duty Hours
3	● Article 12	Class Size
4	● Article 15	Assignment
5	● Article 23	Team Leaders, Department Heads,
6		and Grade Group Chairpersons
7	● Article 24	Librarians
8	● Article 25	Exceptional Child Education
9	● Article 30	Certified Early Childhood
10		Teachers/Early Childhood
11		Instructional Coaches
12	● Article 31	Job Sharing
13	● Article 32	Speech & Language Pathologists

15 Section B

- 17 1. The normal duty hours of MHPs shall be 7 hours per day which
- 18 includes a 20-minute duty free lunch.
- 19
- 20 2. MHPs shall serve as a provider for counseling as a related
- 21 service for students with special needs when appropriate after
- 22 having the opportunity to participate in the Admission &
- 23 Release Committee (ARC) meeting.
- 24
- 25 3. MHPs shall attend one monthly mental health practitioner
- 26 training.
- 27
- 28 4. MHPs shall maintain a calendar and daily schedule to be
- 29 shared with their assigned school administrator(s). The MHP's
- 30 schedule includes opportunities for planning, scheduling
- 31 individual and group services, parent communication, logging
- 32 and documenting services, and other items related to the
- 33 delivery of services to students and families.
- 34
- 35 5. MHPs shall maintain appropriate documentation of counseling
- 36 sessions. Where applicable and appropriate, an MHPs
- 37 notes/documentation may be used for purposes of Medicaid
- 38 reimbursement.
- 39
- 40 6. MHPs shall serve as an active member of the district crisis team
- 41 for which training will be provided.
- 42

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Section C

1. All MHPs shall be provided access to technology for documenting counseling services and completing other forms, logs, and other items as required.
2. The employer shall provide space that maintains confidentiality for MHPs to work with students individually and in groups.
3. MHPs shall attend faculty meetings at their assigned school(s). MHPs shall attend faculty meetings at the school where they end their day. If an MHP serves more than one school, the assigned school administrators may, in consultation with the MHP, agree to an alternate arrangement to allow participation at each school.
4. Substitutes will not be provided for MHPs.
5. The transfer of MHPs shall follow the guidelines and timeline outlined in Article 16.

ARTICLE 34 – ENHANCED SUPPORT SCHOOLS

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

Section A

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

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

5
6 Active enhanced support schools shall participate in the transfer
7 process beginning February 1 but will not be required to select any staff
8 from the transfer list.

9
10 Active enhanced support school principals, including those entering
11 enhanced support status, may recruit employees for a transfer. Such
12 employees who are recruited are not obligated to accept interviews at
13 or a transfer to the enhanced support school. Those schools exiting
14 enhanced support status will not be allowed to recruit employees for a
15 transfer.

16
17 The District may place overstaffed employees at enhanced support
18 school locations due to necessary adjustments based on enrollment
19 numbers on the 5th day (or the day determined for student enrollment
20 counts). However, placed overstaffed employees will remain in
21 overstaffed status and have the option of being placed in a on-
22 enhanced support school location for the following academic year or
23 remain at the enhanced support school location by mutual agreement
24 of both the employee and the principal.

25
26 The Parties agree that pursuant to state law, the provisions of this
27 collective bargaining agreement shall not supersede the statutory
28 requirements for Comprehensive Improvement Schools.

29 30 Section B

31
32 To attract and retain high-quality teachers in enhanced support schools,
33 the employer will pay a stipend to employees covered under this
34 collective bargaining agreement. Employees at enhanced support
35 schools will receive an annual stipend paid quarterly on the payment
36 schedule noted below:

- 37
38 • 1st Stipend - paid on 2nd pay date in October and the teacher
39 must be assigned to the enhanced support school and in
40 active status from the first student day through 1st pay date
41 in October.

- 1 • 2nd Stipend - paid on 1st pay date in December and the
2 teacher must be assigned to the enhanced support school
3 and in active status by the 1st pay date in October through
4 last pay date in November.
- 5 • 3rd Stipend - paid on 2nd pay date in March and the teacher
6 must be assigned to the enhanced support school and in
7 active status by the 1st student day after December 31st
8 through 1st pay date in March.
- 9 • 4th Stipend - paid on last regular paycheck in June and the
10 teacher must be assigned to the enhanced support school
11 and in active status by the 1st pay date in March through the
12 last contract workday in the fiscal year.

13
14 The initial annual stipend for all employees assigned to an enhanced
15 support school during the 2023-24 school year, and those employees
16 who enter into employment at an enhanced support school during the
17 school years thereafter, will be \$8,000 (annually; paid according to the
18 schedule above). The stipend amount will increase by 1.5% each year
19 (cumulatively) thereby creating stipend levels for each continuous year
20 of service an employee has in an enhanced support school up to their
21 twentieth (20th) year. Years twenty-one (21) through twenty-four (24)
22 will remain at the level of the twentieth (20th) year stipend. An
23 employee who remains in an enhanced support school for twenty-five
24 (25) or more years will receive a stipend of \$14,000.

25
26 Payment of the stipend will end at such time an employee leaves an
27 enhanced support school.

28
29 No portion of the stipend will be retroactively paid for any time period
30 that is not met by the schedule noted above.

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

36 An employee who is involuntarily transferred to a non-enhanced
37 support school, will no longer receive the stipend. However, an
38 involuntarily transferred employee may resume the stipend level they
39 previously received upon returning to an enhanced support school
40 based on the assignment dates in the quarterly payment schedule. An
41 employee returning to an enhanced support school after voluntarily

1 transferring to a non-enhanced support school will start over beginning
2 at the initial stipend level.

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

6 Section C

7 Employees at a school receiving enhanced support who obtain National
8 Board Certification and teach at an enhanced support school for three
9 (3) full school years thereafter will be reimbursed for fees paid
10 obtaining National Board Certification upon request and presentation
11 of documents evidencing the fees paid. Employees who have been at
12 an enhanced support school for three (3) years or more who obtain a
13 recertification of an existing National Board Certification will be
14 reimbursed for their recertification fees upon request and presentation
15 of documents evidencing the fees paid.

16 Section D

17 In an effort to recruit, retain, and develop highly effective teachers in
18 enhanced support schools, the Employer and the Association agree to
19 work in collaboration to provide the following comprehensive supports:
20
21

- 22
23 1. The Employer may offer certified teachers hourly pay in order
24 to provide targeted interventions for students either before or
25 after school.
26
- 27 2. The Employer, in collaboration with teachers, may provide
28 additional instructional resources and materials in order to
29 provide struggling students with needed resources and
30 materials for learning.
31
- 32 3. Enhanced support schools will extend the school year for
33 teachers by adding five (5) additional professional
34 development days at the beginning of the school year, paid at
35 the hourly rate. Enhanced support schools may adjust when
36 these extra days are utilized by using the normal contract
37 deviation procedure prior to February 1.
38
- 39 4. The Association and the District agree to work together to
40 develop a plan to provide extended planning (professional
41 learning time during the instructional day) for enhanced
42 support schools.

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5. The Association and the District agree to explore reducing class sizes at enhanced support schools.
6. Employees at enhanced support schools may apply for designated funds for professional development and professional team development, to address identified professional and student needs.
7. The District will work to reduce the need for teachers in enhanced support schools to fill in for absences and vacancies.
8. The District will work to provide mental wellness supports to the staff in enhanced support schools.

Section E

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

Section F

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

ARTICLE 35 – NEGOTIATION OF A SUCCESSOR AGREEMENT

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

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

1 The parties agree to negotiate at a mutually determined site. The
2 parties agree that bargaining will take place from 9:00 a.m. until 4:00
3 p.m. daily, but that any session may be terminated at any time by either
4 party.
5

6 Should the negotiations between the parties fail to produce an
7 agreement, the parties mutually agree to enter into mediation. The
8 parties mutually agree to begin mediation no later than the third week
9 after bargaining begins. The parties further agree to use a mutually
10 agreed upon mediator. The mediation sessions shall take place at the
11 mutually agreed to site. The length of the mediation sessions shall be
12 determined by the parties. All communications at the mediation
13 session will remain confidential. The mediator will serve solely as a
14 facilitator to help the Parties reach an agreement. The mediator shall
15 not serve as the fact finder or arbitrator discussed below.
16

17 Should mediation fail to produce an agreement between the parties a
18 fact finding hearing will be conducted. The fact finder shall be mutually
19 agreed upon and the hearing shall be held no later than the fourth week
20 after bargaining begins. The fact finder shall make a
21 recommendation(s) on all unresolved bargaining issues, issue by issue,
22 no later than seven (7) calendar days after the hearing. The parties shall
23 have two (2) calendar weeks to accept or reject the fact finder
24 recommendation(s).
25

26 Should mediation and fact finding fail to produce an agreement
27 between the parties, the
28 outstanding issues that are still unresolved, as identified in the advisory
29 fact finding opinion, shall be submitted to issue by issue last best offer
30 binding arbitration. Both parties shall submit their issue by issue last
31 best offer to each other and to the arbitrator in a sealed envelope at
32 the beginning of the arbitration hearing. The arbitration hearing shall
33 be conducted no later than one (1) week after rejection of the fact
34 finders recommendation at a mutually agreed to site. The arbitrator
35 shall be without power or authority to alter, amend, or modify the final
36 issue by issue offers of the respective parties. The arbitrator shall
37 render a binding decision on each issue submitted. No decision will be
38 binding on either party, issue by issue, that is not the "last best offer"
39 of one of the parties as submitted to the arbitrator prior to the
40 arbitration hearing. The parties will mutually agree on an arbitrator or
41 use the FMCS process for arbitration selection.

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

9 Timelines contained herein may be amended by mutual agreement of
10 the parties.

11
12 The cost of the process shall be borne equally by the parties.

13
14 This Agreement is in full force and effect for the next negotiations
15 between parties. Any and all future negotiation impasses shall be
16 controlled by the terms of the existing Agreement between the
17 parties. In the event a successor agreement is not agreed to prior to
18 expiration of this Agreement, this Agreement shall continue in full force
19 and effect until (1) the Association and the Employer ratify a new
20 agreement or (2) mutually agree to terminate this Agreement or (3) the
21 procedures for resolving an impasse set forth in this Article have been
22 completed without a successor agreement being adopted, at which
23 time this Agreement will terminate unless extended by mutual
24 agreement of the Employer and Association.

25 26 ARTICLE 36 – PRINTING THE AGREEMENT

27
28 The Agreement shall be published on the Employer's website.

29
30 The Employer shall print and furnish 2500 copies of the Agreement to
31 the Association.

32
33 Upon request by the Association, the Employer will provide additional
34 copies of the Agreement. All costs associated with printing shall be
35 shared equally by the employer and the association.

36 37 ARTICLE 37 – SAVINGS CLAUSE

38
39 Should any Article, Section or Clause of this Agreement be declared
40 illegal or contrary to federal or state regulations by a court of
41 competent jurisdiction, it shall be automatically deleted from the
42 Agreement to the extent that it violates the law or regulation. The

1 remaining Articles, Sections and Clauses shall remain in full force and
2 effect for the duration of the Agreement, if not affected by the deleted
3 Article, Section or Clause.

4
5 ARTICLE 38 – DURATION
6

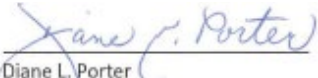
7 Section A This Agreement shall remain in full force and effect from
8 July 1, 2018 through June 30, 2026 with the exception of Article 27,
9 Compensation Schedules, which will be reopened for negotiations for
10 the 2024-2025 school year and 2025-2026 school year unless bargained
11 otherwise.
12

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

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

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


31 Section D This Agreement is made and entered into on this August
32 7, 2018 by and between the Jefferson County Board of Education and
33 the Jefferson County Teachers Association.
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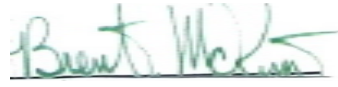

Diane L. Porter
Chairperson

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Martin A. Pollio
Superintendent

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Aimee Green-Webb, Ph.D.
Chief of Human Resources
Chief Negotiator


Brent McKim, President
Jefferson County Teachers Association
Chief Negotiator

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DeeAnn Flaherty, Executive Director
Jefferson County Teachers Association
Negotiator

Jefferson County Board of Education

Chairman, **Diane Porter**
Vice-Chair, **Chris Kolb**
Linda Duncan, Chris Brady, Ben Gies,
Corrie Shull, James Craig

Superintendent—**Marty Pollio**

Distributed to Employees by:

Jefferson County Teachers Association

Watterson City West Building
1941 Bishop Lane, Suite 300
Louisville, Kentucky 40218

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