

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

Article 22 of the labor agreement between the Jefferson County Board of Education (JCBE) and the Jefferson County Teachers Association (JCTA) adds two parent-teacher conference days to the school calendar as extended employment. Teachers are compensated their normal per diem for participating in parent-teacher conferences on the identified days. JCBE and JCTA have agreed, beginning in the 2012-13 school year, to increase the scope of activities for which these two days can be used.

The parent-teacher conference days will be renamed Extended Service/Silver days. Extended Service/Silver days may be used for professional development as well as embedded parent-teacher conferences. If Extended Service/Silver days are used for professional development, half (1/2) of each day at all grade levels will be used for professional development and/or parent-teacher conferences, as approved at the building level, and half (1/2) of each day shall be reserved for grade group, team, or department meetings for purposes such as analyzing student work, reviewing portfolio inventories, designing open response questions, developing graphic organizers and other instructional tools, developing unit assessments, using Core Curriculum Guides for grade group, team or department planning and lesson development, disaggregating and/or monitoring student data and developing strategies to address the key findings, and formulating grade group, team, or department plans for applying lessons from the school's professional development sessions.

Teachers will be paid their normal per diem as defined in the Agreement for participating in the scheduled Extended Service/Silver Days.

If extended employment opportunities are offered during intersessions, instruction of students shall be compensated at the teacher's per diem rate of pay. Teachers shall be selected for intersession instruction using the criteria found in Article 15, entitled ASSIGNMENT.

*Dee Ann Flaherty*  
 Dee Ann Flaherty, Executive Director  
 Jefferson County Teachers Association

7-10-12  
 Date

*Brent McKim*  
 Brent McKim, President  
 Jefferson County Teachers Association

7/13/12  
 Date

*Donna M. Hargens*  
 Donna M. Hargens, Ed.D., Superintendent  
 Jefferson County Public Schools

6/28/12  
 Date

*Diane L. Rortner*  
 Diane L. Rortner, Chairperson  
 Jefferson County Board of Education

28 June 12  
 Date

DECEMBER 12, 2011

**Agenda Item: VI.A. Approval of Transformation Model Memorandum of Agreement with the Jefferson County Teachers Association**

**Recommendation:** Superintendent Donna Hargens recommends the Board of Education approve the attached Memorandum of Agreement with the Jefferson County Teachers Association that provides a description of a Transformation Model that may be used by State identified Jefferson County persistently low-achieving (PLA) schools.

**Rationale:** When the Kentucky Department of Education identifies a school as being persistently low-achieving (PLA), the district is required to adopt one of four intervention models for that school. The options include closing the school, choosing an education management organization (EMO) to operate the school, restaffing the school, or adopting a Transformation Model. To date, the district has adopted the Restaffing Model for the PLA schools that were identified for the 2009-10 and 2010-11 school years.

Since the Federal and State requirements for the Transformation Model contain a number of provisions that are inconsistent with some of the Jefferson County Teachers Association's (JCTA) labor agreement provisions, the administration has been working to come up with an agreement that is acceptable to the Association and still meets those requirements. The attached document outlines how the Transformation Model would operate if, in the future, the Board of Education should choose to adopt it as an intervention alternative.

Administration intends to bring forth recommendations for the PLA schools identified for the 2011-12 school year in January.

Submitted by: W. S. Eckels

Attachment: Transformation Model MOA

## MEMORANDUM OF AGREEMENT

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

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

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

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

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

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

9. Compensation and Incentives for Professional Growth, Recruitment, and Retention. The Educator Quality Oversight Committee shall develop and implement a set of compensation, recognition, and support opportunities designed to promote the pursuit of professional growth opportunities and the recruitment and retention of teachers who can be effective in a turnaround environment, to include the following components:
- a. For all teachers:
    - i. Common planning time;
    - ii. New teacher cohort support program;
    - iii. Compensation for participation in after-school professional learning communities; and
    - iv. School-wide funded parent engagement program.
  - b. For Developing, Accomplished, and Exemplary teachers:
    - i. A "basket" of incentive choices from which an eligible teacher may select. Examples of incentives may include, but not be limited to, bonus or loan forgiveness for teaching in a high-need school with a three (3) year commitment, health club membership, child care subsidies, and other incentives; and
    - ii. Tuition reimbursement for pursuit of a master's degree.
  - c. For Accomplished, and Exemplary teachers:
    - i. Fee remission for participation in the National Board for Professional Teaching Standards certification process and a bonus for successful completion; and
    - ii. Summer school teaching opportunities.
  - d. Ineffective teachers:
    - i. No additional compensation for leadership opportunities; and
    - ii. Not eligible for school rewards for staff (see ¶10 below).
  - e. Hiring of teachers:
    - i. Teachers with less than two (2) years experience must exhibit competencies established by the school district to determine the capacity of a teacher to work within a turnaround environment to meet the needs of students.
10. System to Recognize and Support School Staff. In collaboration with teachers and principals, the school district shall develop and implement a system to reward school staff through monetary and non-monetary means, based on increased student achievement and high school graduation rates.

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



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

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

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

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

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

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

JEFFERSON COUNTY PUBLIC SCHOOLS SUPERINTENDENT

By: \_\_\_\_\_

*[Handwritten Signature]*

12/13/11

JEFFERSON COUNTY BOARD OF EDUCATION

By: \_\_\_\_\_

*[Handwritten Signature]*, Chair

JEFFERSON COUNTY TEACHERS ASSOCIATION

By: \_\_\_\_\_

*[Handwritten Signature]*  
President

12/16/2011

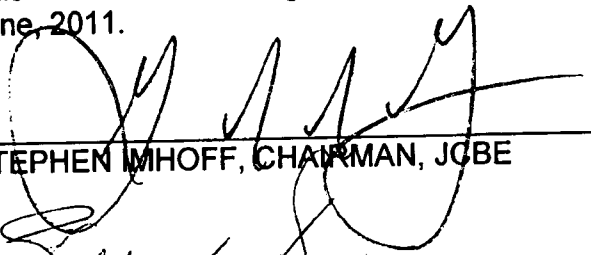
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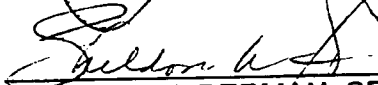
The Jefferson County Board of Education and the Jefferson County Teachers Association hereby agree:

1. The percentage salary increase applied to the Teachers Salary Schedule included in Article 27 of the labor agreement will be increased by 2.5% for the 2011-12 school year.
2. Article 27, Section E, entitled Extra Service Pay Schedule, will be revised to include additional athletic and/or related activities (see attached). The compensation on the schedule will be revised based on the Rank III, Step 0, of the 2011-12 teacher salary schedule.
3. Employees who are requested to present in-service training will be compensated \$20 an hour for up to three (3) hours of preparation time. If the employee is presenting in an optional in-service they will be compensated \$20 an hour for time spent presenting unless anyone in attendance is receiving his/her hourly rate of pay (mandatory in-service) in which case the presenter will also receive his/her hourly rate of pay for the time spent presenting. The \$20 rate will be adjusted each year by the same percentage as the extra service salary schedule.
4. Beginning in the 2012-13 school year, the \$20 in-service professional development stipend will be adjusted by the same percentage as the Extra Service Compensation Schedule.
5. Any school identified as "Persistently Low Achieving" by the Kentucky Department of Education will be exempt for the federal SIG grant period of three years from any requirements of Article 16, Transfers, that mandate placement of voluntary or overstaffed employees. Persistently Low Achieving schools shall participate in the transfer process but will not be required to select any staff off of the transfer list. The only exception to this rule would be in the event of a staffing situation that would result in a layoff. Under such conditions a Persistently Low Achieving school may be required to accept a voluntary or involuntary placement to avoid a layoff.
6. Article 27, Compensation Schedules, Section A, Paragraph 2 shall be modified to read "Employees paid on these schedules shall be paid on a 26 pay check plan." Employees shall retain their right to receive summer checks at the beginning of summer break.
7. The fringe benefit pool contribution, described in Article 27, Section B, Paragraph 7, entitled Compensation Schedules, shall be distributed through the salary schedule. Employees will continue to have access to a Health Reimbursement Account and/or a Flexible Spending Account.

8. Article 33, Duration, included in the present labor agreement, except for the modifications identified above in this document, shall remain in full force and effect July 1, 2011 through June 30, 2013, with the exception of Article 27 which will re-open for the 2012-2013 school year.

This Memorandum of Agreement was executed by the Parties on this 13 day of June, 2011.

  
STEPHEN IMHOFF, CHAIRMAN, JCBE

  
SHELDON H. BERMAN, SECRETARY, JCBE

  
W. S. ECKELS, EXECUTIVE DIRECTOR, JCPS

  
DEANN FLAHERTY, EXECUTIVE DIRECTOR, JCTA

  
BRENT MCKIM, PRESIDENT, JCTA

Step 0 (for a 187 day teacher salary schedule)

Rank III, Step 0 = \$39,720.37

times .11 = \$4,369

0

1

2

3

4

**HIGH SCHOOL ATHLETICS**

Athletic Director

Head Football

Head Basketball

Asst. Football (1,2)

JV Basketball (1,2)

Track (1)

Baseball (2)

Softball (2)

Wrestling

Volleyball

Cheerleaders

JROTC Rifle Team

School Technology Coordinator

Drill Corps

Cross Country (1,2)

Field Hockey (1,2)

Soccer (1,2)

Tennis (1,2)

JV Volleyball

Golf (1,2)

Swimming (1,2)

Chess Sponsor

ROTC Drill Team

Asst. Wrestling (2)

Asst. Field Hockey (2)

Assistant Track (1,2)

Assistant Soccer (1,2)

Freshman Basketball (1,2)

Freshman Football (1,2)

Bowling

	0	1	2	3	4		
Athletic Director	5,243	1.3876	6,063	6,882	7,701	1.9500	8,520
Head Football	4,369	1.1563	5,052	5,735	6,418	1.6250	7,100
Head Basketball	4,369	1.1563	5,052	5,735	6,418	1.6250	7,100
Asst. Football (1,2)	2,622	0.6938	3,031	3,441	3,851	0.9750	4,260
JV Basketball (1,2)	2,622	0.6938	3,031	3,441	3,851	0.9750	4,260
Track (1)	2,622	0.6938	3,031	3,441	3,851	0.9750	4,260
Baseball (2)	2,622	0.6938	3,031	3,441	3,851	0.9750	4,260
Softball (2)	2,622	0.6938	3,031	3,441	3,851	0.9750	4,260
Wrestling	2,622	0.6938	3,031	3,441	3,851	0.9750	4,260
Volleyball	2,622	0.6938	3,031	3,441	3,851	0.9750	4,260
Cheerleaders	2,622	0.6938	3,031	3,441	3,851	0.9750	4,260
JROTC Rifle Team	2,622	0.6938	3,031	3,441	3,851	0.9750	4,260
School Technology Coordinator	2,185	0.5782	2,526	2,867	3,209	0.8125	3,550
Drill Corps	2,185	0.5782	2,526	2,867	3,209	0.8125	3,550
Cross Country (1,2)	2,185	0.5782	2,526	2,867	3,209	0.8125	3,550
Field Hockey (1,2)	2,185	0.5782	2,526	2,867	3,209	0.8125	3,550
Soccer (1,2)	2,185	0.5782	2,526	2,867	3,209	0.8125	3,550
Tennis (1,2)	2,185	0.5782	2,526	2,867	3,209	0.8125	3,550
JV Volleyball	1,748	0.4625	2,021	2,294	2,567	0.6500	2,840
Golf (1,2)	1,748	0.4625	2,021	2,294	2,567	0.6500	2,840
Swimming (1,2)	1,748	0.4625	2,021	2,294	2,567	0.6500	2,840
Chess Sponsor	1,748	0.4625	2,021	2,294	2,567	0.6500	2,840
ROTC Drill Team	1,748	0.4625	2,021	2,294	2,567	0.6500	2,840
Asst. Wrestling (2)	1,748	0.4625	2,021	2,294	2,567	0.6500	2,840
Asst. Field Hockey (2)	1,311	0.3469	1,516	1,720	1,925	0.4875	2,130
Assistant Track (1,2)	1,311	0.3469	1,516	1,720	1,925	0.4875	2,130
Assistant Soccer (1,2)	1,311	0.3469	1,516	1,720	1,925	0.4875	2,130
Freshman Basketball (1,2)	1,311	0.3469	1,516	1,720	1,925	0.4875	2,130
Freshman Football (1,2)	437	0.1156	505	573	642	0.1625	710

	0	1	2	3	4					
<b>Other activities High Schools &amp; YPAS</b>										
Band Director (4)	0.9	3,932	1,047	4,547	1.1813	5,161	1.3219	5,776	1.4625	6,390
Academic Activities Coordinator	0.6	2,622	0.6938	3,031	0.7875	3,441	0.8813	3,851	0.9750	4,260
Asst. Band Director (3)	0.4	1,748	0.4625	2,021	0.5250	2,294	0.5875	2,567	0.6500	2,840
Choral Director*	0.4	1,748	0.4625	2,021	0.5250	2,294	0.5875	2,567	0.6500	2,840
Newspaper Sponsor	0.4	1,748	0.4625	2,021	0.5250	2,294	0.5875	2,567	0.6500	2,840
Yearbook Sponsor	0.4	1,748	0.4625	2,021	0.5250	2,294	0.5875	2,567	0.6500	2,840
Drama*	0.4	1,748	0.4625	2,021	0.5250	2,294	0.5875	2,567	0.6500	2,840
Speech and Debate	0.4	1,748	0.4625	2,021	0.5250	2,294	0.5875	2,567	0.6500	2,840
Instrumental Band Dir.*	0.4	1,748	0.4625	2,021	0.5250	2,294	0.5875	2,567	0.6500	2,840
Instrumental Strings Dir.*	0.4	1,748	0.4625	2,021	0.5250	2,294	0.5875	2,567	0.6500	2,840
Orchestra (Concert) Dir.	0.4	1,748	0.4625	2,021	0.5250	2,294	0.5875	2,567	0.6500	2,840
Quick Recall Sponsor	0.4	1,748	0.4625	2,021	0.5250	2,294	0.5875	2,567	0.6500	2,840
Science Fair Sponsor	0.073	319	0.0844	369	0.0958	419	0.1072	468	0.1186	518
Science Olympiad Sponsor	0.073	319	0.0844	369	0.0958	419	0.1072	468	0.1186	518
JV Quick Recall Sponsor**	0.1468	641								
Future Problem Solving Sponsor**	0.1	437								
<b>MIDDLE SCHOOL ATHLETICS</b>										
School Technology Coordinator	0		1		2		3		4	
Activity/Athletic Director	0.5	2,185	0.5782	2,526	0.6563	2,867	0.7344	3,209	0.8125	3,550
Basketball (1)	0.4	1,748	0.4625	2,021	0.5250	2,294	0.5875	2,567	0.6500	2,840
Academic Activities Coordinator	0.3	1,311	0.3469	1,516	0.3938	1,720	0.4406	1,925	0.4875	2,130
Football	0.3	1,311	0.3469	1,516	0.3938	1,720	0.4406	1,925	0.4875	2,130
Asst. Football	0.1	437	0.1156	505	0.1313	573	0.1469	642	0.1625	710
6th Grade Basketball	0.1	437	0.1156	505	0.1313	573	0.1469	642	0.1625	710
Baseball Softball	0.1	437	0.1156	505	0.1313	573	0.1469	642	0.1625	710
Volleyball	0.1	437	0.1156	505	0.1313	573	0.1469	642	0.1625	710
Soccer	0.1	437	0.1156	505	0.1313	573	0.1469	642	0.1625	710
Flag Football	0.1	437	0.1156	505	0.1313	573	0.1469	642	0.1625	710
Cross Country	0.1	437	0.1156	505	0.1313	573	0.1469	642	0.1625	710
Track	0.1	437	0.1156	505	0.1313	573	0.1469	642	0.1625	710
Field Hockey	0.1	437	0.1156	505	0.1313	573	0.1469	642	0.1625	710
Cheerleaders	0.2	874	0.2313	1,010	0.2625	1,147	0.2938	1,284	0.3250	1,420
Drill Corps	0.1	437	0.1156	505	0.1313	573	0.1469	642	0.1625	710
Quick Recall Coach	0.1	437	0.1156	505	0.1313	573	0.1469	642	0.1625	710



MARCH 14, 2011

Agenda Item: **V.V. Memorandum of Agreement Between the Jefferson County Board of Education and the Jefferson County Teachers Association**

Recommendation: Superintendent Sheldon Berman recommends that the Board of Education approve the attached Memorandum of Agreement with the Jefferson County Teachers Association.

Rationale: The Memorandum of Agreement with the Jefferson County Teachers Association is submitted for approval to modify Article 4 of the collective bargaining agreement.

This modification will lengthen the window during which a teacher may withdraw his/her membership in the Association.

Submitted by: W. S. Eckels


Attachment



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

Subject to Board of Education approval, the parties mutually and in good faith agree to the following modification to Article 4 – Association Rights, Section F:

1. Employees new to the school district will be provided with a window of thirty (30) calendar days during which they may indicate their desire to not have money equal to the dues stipulated by the Jefferson County Teachers Association deducted from their paychecks.
2. The thirty (30) calendar day period for rejection of membership into the Jefferson County Teachers Association will begin on the date the employee new to the school system signs a contract of employment with the school district.
3. The Employer will deduct specified dues except from those individuals that have notified the Employer in writing within thirty (30) calendar days after eligibility for representation, or who have notified the Association in writing during the membership resignation period designated as June 1 through June 30<sup>th</sup> of 2011 and 2012, that such dues are not to be deducted. The resignation period will change to July 1 through July 30 beginning in 2013.
4. This settlement is the complete resolution of all issues related to the subject of this memorandum of agreement.
5. This specific resolution/settlement is recognized as being no precedent, shall not be construed in any way to be precedent or be used to substantiate any present or future claim by any party to rights by past practice.
6. This Memorandum of Agreement was executed by the Parties on this 14<sup>th</sup> day of March, 2011.

  
\_\_\_\_\_  
STEVE IMHOFF, CHAIRMAN, JEFFERSON  
COUNTY BOARD OF EDUCATION

3/14/11  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
SHELDON BERMAN, SUPERINTENDENT

3/15/11  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
BRENT MCKIM, PRESIDENT, JEFFERSON  
COUNTY TEACHERS ASSOCIATION

3/16/11  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
DEEANN FLAHERTY, EXECUTIVE DIRECTOR,  
JEFFERSON COUNTY TEACHERS ASSOCIATION

3/16/11  
\_\_\_\_\_  
DATE

**MEMORANDUM OF AGREEMENT  
 BETWEEN  
 JEFFERSON COUNTY BOARD OF EDUCATION  
 AND  
 JEFFERSON COUNTY TEACHERS ASSOCIATION**

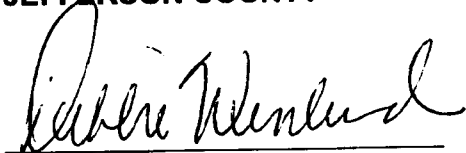
This Memorandum of Agreement is made and entered into between the Board of Education, of Jefferson County, Kentucky (JCBE), and the Jefferson County Teachers Association (JCTA). The parties mutually and in good faith agree to the following:


1. In full and complete compliance with the April 22, 2010 Memorandum of Agreement to bargain over compensation in re-opener negotiations, the District agrees to a 1% increase to the salary schedule and the indexed extra service schedule for teachers effective July 1, 2010.
  
2. The Fringe Benefit Pool will continue to be calculated at 3.5% of earned wages for eligible employees. Because of the State mandated adoption of the MUNIS payroll system there will be a modification to business processes for the Fringe Pool beginning in the 2010-11 fiscal year. In the past the Fringe Benefit Pool pay has first been applied to fringe eligible deductions and then any excess paid to the employee as cash or additional pay. With the change in business process, the fringe pay will no longer be applied first to fringe eligible deductions but rather be calculated on the pay earned, added to the employee gross pay and then fringe eligible deductions will be withheld prior to calculation of the federal and state taxes. Therefore, there is still the benefit of being withheld prior to calculation of taxes and this method will also benefit the employee at the time of retirement in that it has increased retirement eligible wages.
  
3. Beginning in the 2010-11 fiscal year the District will provide an Extra Service payment for high school Science Fair Sponsors and to the Science Olympiad Sponsors. It will be compensated in accordance with the following schedule:

TITLE	0		1		2		3		4	
Science Fair/Olympiad	0.073	301	.0844	348	.0958	395	.1072	442	.1186	488

4. This settlement is the complete resolution of all issues related to the subject of this memorandum of agreement.

**BOARD OF EDUCATION OF  
JEFFERSON COUNTY**

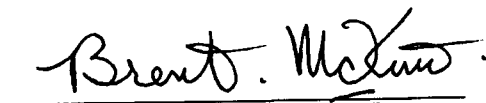
  
\_\_\_\_\_  
Debbie Wesslund, Chairwoman

  
\_\_\_\_\_  
Sheldon H. Berman, Ed.D., Superintendent

7/16/10  
Date

\_\_\_\_\_

**JEFFERSON COUNTY TEACHERS  
ASSOCIATION**

  
\_\_\_\_\_  
Brent McKim, President

  
\_\_\_\_\_  
DeeAnn Flaherty, Executive Director

7/16/10  
Date

MARCH 22, 2010

**Agenda Item:** **V.T. Approval of Memorandum of Agreement with the Jefferson County Teachers Association**

**Recommendation:** Superintendent Sheldon Berman recommends that the Board of Education approve the attached Memorandum of Agreement with the Jefferson County Teachers Association.

**Rationale:** The Board's representatives have bargained a tentative agreement with the Jefferson County Teachers Association (JCTA) to extend the collective bargaining agreement that has been in effect since July 1, 2005, through June 30, 2010, for three years. The extended agreement will be in effect from July 1, 2010, through June 30, 2013, with the exception of Article 27, Compensation, which will be bargained each of the three years.

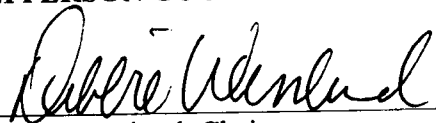
The JCTA has completed their ratification process with an approval rating of 98.1 percent.

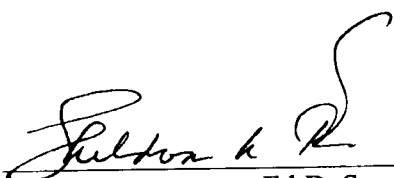
Submitted by: Bill Eckels

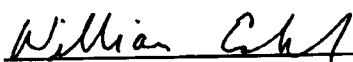
## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into by and between the Board of Education of Jefferson County, Kentucky, and the Jefferson County Teachers Association. The parties mutually and in good faith agree to the following: The Agreement between the parties made and entered into on July 11, 2005, for the term July 1, 2005, through June 30, 2010 shall remain in full force and effect for an additional term of three (3) years, from July 1, 2010, through June 30, 2013, with the exception of Article 27, Compensation Schedules, which will be re-opened for negotiations for the 2010-11, 2011-12, and 2012-13 school years. The parties agree that the re-opened negotiations on Article 27 will begin no later than June 1, 2010. This Memorandum of Agreement made and entered into on the day of April 22, 2010.

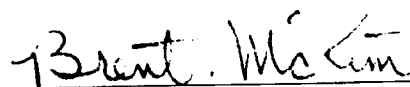
### BOARD OF EDUCATION OF JEFFERSON COUNTY

  
\_\_\_\_\_  
Debbie Wesslund, Chairwoman

  
\_\_\_\_\_  
Sheldon H. Berman, Ed.D., Superintendent

  
\_\_\_\_\_  
William Eckels, Executive Director  
Human Resources

### JEFFERSON COUNTY TEACHERS ASSOCIATION

  
\_\_\_\_\_  
Brent McKim, President

  
\_\_\_\_\_  
DeeAnn Flaherty, Executive Director

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

The Parties hereby agree:

1. Job share employees, those who have signed the Job Share Agreement with another teacher and their principal to share one full-time job, will receive 2 personal days, at a rate of 3.5 hours per day;
2. Part-time teachers that work 50% (654.50 hours per year) of the full-time teacher work year (1309 hours per year) and are assigned to an approved working calendar will receive 2 personal days, at a rate of 3.5 hours per day;
3. Part-time employees that work a 7-hour day, described in number 1 and number 2 will receive 1 personal day;
4. Employees working at least 92 days will receive personal leave as defined in numbers 2 and 3;
5. Part-time retirees are not eligible for personal leave;
6. This specific resolution/settlement is recognized as being no precedent, shall not be construed in any way to be precedent or be used to substantiate any present or future claim by any party to rights by past practice;
7. This settlement is the complete resolution of all issues related to the subject of this memorandum of agreement and JCTA will not support any other grievance concerning this issue.

*DeeAnn P. Flaherty*  
 \_\_\_\_\_  
 DEEANN FLAHERTY, JCTA

*2/26/10*  
 \_\_\_\_\_  
 DATE


*Carolyn Meredith*  
 \_\_\_\_\_  
 CAROLYN MEREDITH, JCBE

*2/26/10*  
 \_\_\_\_\_  
 DATE

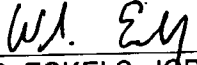
JEFFERSON COUNTY BOARD OF EDUCATION  
AND  
JEFFERSON COUNTY TEACHERS ASSOCIATION

The Parties hereby agree to the following terms to be in effect for the 2010-11, 2011-12 and 2012-2013 school years.

1. All bargaining unit employees assigned to Western Middle School will be provided an opportunity to voluntarily declare themselves overstaff at the end of the 2009-10 school year for the subsequent school year;
2. The parties to this agreement shall establish a committee of three (3) teachers appointed by the JCTA and three (3) administrators appointed by the superintendent/designee for the purpose of interviewing the applicants for teacher positions at Western Middle School;
3. The advertisement in the Job File for these positions shall include the desired qualities, the procedures for application, and the application deadline. Vacancies created as a result of the creation of new positions for the 2010-11, 2011-12, and 2012-13 school years shall be advertised;
4. After the committee has considered those applying as described in number 3 above, the committee will review all applications and determine which applicants to interview. The need to interview will be determined by this joint committee;
5. The committee will have the authority to select recommend teachers from the pool of available applicants for vacant teacher positions;
6. This specific resolution/settlement is recognized as being no precedent, shall not be construed in any way to be precedent or be used to substantiate any present or future claim by any party to rights by past practice.

  
\_\_\_\_\_  
DEEAN FLAHERTY, JCTA

1/22/10  
DATE

  
\_\_\_\_\_  
W. S. ECKELS, JCBE

1/22/10  
DATE

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

ARBITRATOR SELECTION PROCESS

This document outlines the process to be used by the parties to select arbitrators and schedule arbitrations:

1. JCTA will notify by e-mail the JCBE of their intent to arbitrate a grievance.
2. JCBE and JCTA will identify and confirm the arbitrator who will hear the case from the rotation list.
3. JCTA will contact the arbitrator selected, with a copy of the e-mail sent to Employee Relations, to request available dates.
4. Once the dates are received, the JCTA will confirm their availability as will the JCBE.
5. The date will be confirmed between the parties.
6. As stated in Article 29, Section D, the Employer and the Association agree to select hearing dates from those presented by the arbitrator and not cancel hearings once scheduled, except in extraordinary circumstances, such as the unavailability of witnesses or emergencies.
7. Should a scheduled arbitration be resolved or withdrawn, the parties may by mutual agreement move forward an arbitration pending with the same arbitrator.
8. The parties agree to schedule arbitrations during the summer months with high school arbitrations receiving priority for the month of June.

Stephen B. Neal  
STEPHEN B. NEAL, JCTA

4/29/09  
DATE

Sheldon H. Berman  
SHELDON H. BERMAN, JCBE

5/6/09  
DATE



MARCH 23, 2009

TO: BOARD OF EDUCATION  
JEFFERSON COUNTY PUBLIC SCHOOL DISTRICT

FROM: SHELDON H. BERMAN  
SUPERINTENDENT

SUBJECT: MEMORANDUM OF AGREEMENT WITH THE  
JEFFERSON COUNTY TEACHERS ASSOCIATION

RECOMMENDATION: I recommend that the Board of Education approve the  
attached memorandum of agreement with the JCTA.

RATIONALE: The Board's representatives have negotiated a memorandum  
of agreement with JCTA to stipulate the Superintendent's  
right to non-renew non-tenured teachers and additional  
issues of concern between the parties. The memorandum  
includes agreement to resolve the lawsuits related to the  
non-renewal issue as well as a one percent salary increase to  
the Teachers Salary Schedule for the 2009-10 school year and  
other related items.

SWD:WSE:csm

Attachment

### MARCH 3, 2009 MEMORANDUM OF AGREEMENT

The Jefferson County Board of Education and the Jefferson County Teachers Association herewith agree as follows:

1) The parties will engage in mutual best efforts to successfully mediate the individual claims of the *Susan Bumann-Riehl, et al. v. Board of Education of Jefferson County, et al.* Plaintiffs (Civil Action No. 08-CI-05293) to complete resolution by April 1, 2009 including a with-prejudice dismissal of all claims;

2) JCTA agrees to dismiss its claims, as settled, within the *Susan Bumann-Riehl, et al. v. Board of Education of Jefferson County, et al.* (Civil Action No. 08-CI-05293) matter immediately and the District will not seek to dismiss the claims of the individual Plaintiffs based on the provisions of this MOA; and

3) Dismissal of the Nicholas and Austin appeal (Case No. 2007-CA-002416).

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

Non-tenured teachers shall have a mid-year performance evaluation if the teacher worked full time in the classroom at least 2/3 of the period before the Evaluation Deadline. This mid-year evaluation will replace one of the observations/E2 required by the current evaluation process. The mid-year evaluation process, to be developed through further collaboration by the District and JCTA, will include:

- A checklist consisting of the ten (10) teacher standards found on the standard teacher evaluation form;
- A narrative section where specific recommendations for improvement will be listed; and
- A recitation of support services offered for areas of improvement noted.

When issuing a mid-year performance evaluation, the principal shall meet and discuss the evaluation with the teacher. The evaluation will be placed in the teacher's personnel file after the teacher has had an opportunity to comment upon the evaluation in writing (which must be received by the principal within 21 calendar days following receipt by the teacher of the evaluation) and said comment, if timely received, shall also be included in the personnel file.

The performance evaluation will be provided the teacher by February 15 in all years after the 2008-2009 school year (hereinafter the "Evaluation Deadline"). For the 2008-2009 school year, principals shall provide the teacher with the mid-year performance evaluation by April 1.

All mid-year evaluations need only be done for teachers the principal believes could be recommended for non-renewal based on performance.

The parties agree that the superintendent retains the right to non-renew the limited contract of a teacher pursuant to KRS 161.750 and such right to nonrenewal is not impacted, abrogated or diminished by or subject to the Collective Bargaining Agreement between the District and JCTA (hereinafter the "CBA") or this agreement. JCTA will not arbitrate or litigate the non-renewal of the limited contract of any teacher, or seek the reemployment of a teacher who has been non-renewed as the remedy to any grievance or litigation, except that JCTA may file a grievance seeking renewal on behalf of a non-renewed teacher if that teacher worked full time in the classroom at least 2/3 of the period before the Evaluation Deadline and did not receive a mid-year performance evaluation prior to the Evaluation Deadline. The subject of the grievance shall be expressly limited to whether the mid-year performance evaluation was drafted and made available to the teacher by the principal before the Evaluation Deadline.

The parties agree that non-renewal and employee misconduct/discipline is not subject to the procedural requirements of Article 8 of the CBA or this MOA. Employee misconduct/discipline that occurs during a contract term may be grieved under Article 9 of the CBA, however, the grievant may not seek as a remedy in such grievance-arbitration process renewal of the contract.

The parties will work jointly to revise paragraph 17 of the District's Teacher Performance Evaluation policy to conform to this proposal.

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

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

If performance issues are noted that could lead to non-renewal, the teacher shall be notified of the potential for non-renewal by March 1 (by April 1 for the 2008-2009 school year) and shall be provided assistance, including but not limited to:

- A) An evaluator shall observe the employee's work performance a minimum of two (2) 30-minute periods within a six-week period (30 worked days) beginning with notification. For the employee not assigned to a classroom, the evaluator must observe the work performance of the employee for two (2) 30-minute periods when the employee is fulfilling the employee's job responsibilities.

- B) 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.
- C) The evaluator's written summary of observations and conferences.

Following the recommendation of non-renewal by a principal, the matter shall be referred to a review committee:

The review committee will be selected on an annual basis and shall consist of 5 persons, 3 teachers designated by JCTA and 2 administrators designated by the Superintendent (hereinafter the "Review Committee"); the teachers will be excused from their normal duties and there will be no association leave charged for time spent on Review Committee activities;

The Review Committee shall review the personnel record of the teacher and hear presentations, if any, from the teacher, his or her JCTA representative, from the principal, from the evaluator discussed above, and from a representative of human resources;

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;

The Review Committee shall then issue a recommendation to the Superintendent concerning the teacher's request for an additional contract (if possible, the Review Committee will submit a joint recommendation, if not, differing recommendations will be submitted); and

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

All the preceding provisions do not apply to tenured teachers.

The parties will negotiate a joint District/JCTA press release concerning the terms of this MOA.

In full and complete satisfaction of the District's obligation under Article 34 of the CBA to bargain over compensation in re-opener negotiations, the District will agree to a 1% increase to

the salary schedule and the indexed extra service schedule for teachers effective July 1, 2009.

**FAIR SHARE – FOLLOWING LANGUAGE TO GO INTO EFFECT JULY 1, 2009:**

Employees shall be free to join or not to join the Association. No employee shall be discriminated against by either the Employer or the Association because of membership or non-membership in any organization. In the event an employee chooses not to become a member of the Association, that employee shall be required to contribute to the Association the fair share of the cost of representation by the Association, as certified to the Employer by the Association. The Employer shall deduct the fair share amount from the wages of said non-members, and shall forward such amounts to the Association, at the same time, and in the same manner, as for membership dues paid by those employees holding Association membership.

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

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

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

**FORMS E-2**

The boxes on the Form E-2 that are currently labeled "personnel file: (check one)  yes  no" shall be re-labeled "disciplinary: (Check one)  yes  no."

If the "disciplinary:  yes" box is not checked, the E-2 shall not be placed in the teacher's personnel file and shall not be grievable, except to the extent that it is incorporated or referenced in a subsequent disciplinary action or summative evaluation that is grievable under the just cause provisions of Article 9.

If the "disciplinary:  yes" box is checked, the E-2 may be placed in the teacher's personnel file and shall be grievable under the just cause provisions of Article 9.

## **SICK-LEAVE BANK**

During open-enrollment for the sick leave bank, the District shall allow teachers with no remaining sick leave to enroll when requested by the Association.

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

Escrow for part-time employees will be available during the 2009-2010 school year only for employees who were on the escrow program in the 2007-2008 school year. Employees who elect to be in the escrow program must work according to 1 of 3 District-developed work schedules for the entirety of the 2009-2010 school year. There will be no part time escrow beyond the 2009-2010 school year.

JCTA will withdraw the pending grievance regarding part-time escrow.

JCTA will withdraw any request for adjustments for the 45/10 or 45/15 calendars.

For the 2009-2010 school year, only those employees who are currently on the 22-pay plan may remain on the 22-pay plan using the current pay/benefit system. The 22-pay plan would be open to all bargaining unit members for the 2010-2011 school year conditioned on each of the following:

- 1) State Personnel Cabinet accepts deduction file from JCPS indentifying employee for 18 or 24 deductions;
- 2) State Personnel Cabinet provides the correct 18 or 24 deduction amount on the KHRIS billing, monthly billing for health insurance and the bi-weekly for FSA's;
- 3) State Personnel Cabinet will carry employee insurance coverage through summer months even though full premium has not been paid by the employee on 18 deductions at the time they receive their last check for the school year;
- 4) KDE allows for an enhancement in MUNIS to allow for two deduction cycles without manual intervention by the district;
- 5) KDE allows for an enhancement in MUNIS to allow for multiple insurance premium tables in MUNIS to accommodate both 18 or 24 deductions without proration; and
- 6) Import/export file from KDE accommodates 18 or 24 deductions without manual

intervention from district.

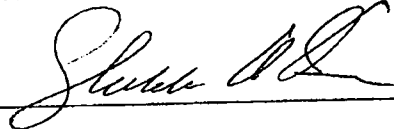
Grievance No. T08-000-27-04 and any and all claims made or which could have been made by JCTA related to the subject of this grievance are hereby resolved/settled.

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

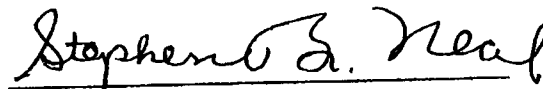
To the extent required, some or all of the above provisions will be submitted for and conditioned upon approval by the Jefferson County Board of Education and JCTA Representative Council.

Signed this 3<sup>rd</sup> day of March, 2009.

JEFFERSON COUNTY BOARD OF EDUCATION

By: 

JEFFERSON COUNTY TEACHERS ASSOCIATION

By: 

CHECK APPROPRIATE ITEM

Formative Evaluation  
Form E-2

PRE-OBSERVATION CONFERENCE

POST-OBSERVATION CONFERENCE

OTHER EVALUATION CONFERENCE

JEFFERSON COUNTY PUBLIC SCHOOLS

PERFORMANCE EVALUATION OBSERVATION/CONFERENCE SUMMARY

NAME: \_\_\_\_\_ SCHOOL/LOCATION: \_\_\_\_\_

S.S.N. \_\_\_\_\_ JOB ASSIGNMENT: \_\_\_\_\_

DATE OF OBSERVATION(S): \_\_\_\_\_ DATE OF CONFERENCE: \_\_\_\_\_

A conference was held to discuss job performance expectations and/or observation(s) of job performance. The expectations and/or the observation(s) and the conference are summarized below:

\_\_\_\_\_  
DATE EVALUATOR DATE EMPLOYEE

Distribution: Personnel File (check one): **Disciplinary** ( ) Yes ( ) No  
Supervisor  
Employee



MEMORANDUM OF AGREEMENT

BETWEEN

JEFFERSON COUNTY BOARD OF EDUCATION

AND

JEFFERSON COUNTY TEACHERS ASSOCIATION

As it relates to the GE Grant the parties have agreed to the following:

1. The parties have agreed to initiate the "roll-out" of the new math curriculum during the 2007-08 school year. Elementary schools may participate in the parties' new math curriculum by having an affirmative vote of two-thirds (2/3) of the JCTA members who are employed at that school. Middle schools may participate by having an affirmative vote of two-thirds (2/3) of the teachers employed at that school. The Steering Committee will select, from those that apply, up to fifty-eight (58) schools [1/2 of the elementary and 1/2 of the Middle Schools for a total of no more than 58 schools] to participate in 2007-08. If less than fifty-eight schools apply, all will be selected. The criteria for selection, if more than fifty-eight apply, will be developed by the Steering Committee and will include location of the school, student demographics and other appropriate criteria. In subsequent years there will be no limit on the number of schools eligible to participate.


2. The parties agree that for the 2006-07 school year middle school Gold Days shall be used, by those middle schools participating in the Science module PD, solely for such PD. The parties further agree that effective the 2007-08 school year Gold Days shall revert to the established practice of half (1/2) of each Gold Day being used for professional development as approved at the building level and half (1/2) of each Gold Day shall be used for Team or Department meetings or other practices as established at each building level.

3. The parties agree to change the work year for Karen Cash from 187 to 260 days for as long as her services are needed under the GE Grant. At the conclusion of her assignment to a 260 day work year she will be returned to a 187 day teaching position at Liberty High School.

4. The parties agree to be bound by the approved minutes of the GE Steering Committee unless found to be in conflict with school board policy or the JCBE/JCTA labor agreement by a mutually selected arbitrator.

  
STEPHEN B. NEAL, JCTA

6/28/06  
DATE

  
W. S. ECKELS, JCBE

6-28-06  
DATE

**Administrative Offices**

VanHoose Education Center  
P.O. Box 34020  
Louisville, KY 40232-4020  
502/485-3011

June 17, 2005

Stephen Neal, Executive Director  
Jefferson County Teachers Association  
Watterson City West Building, Suite 300  
1941 Bishop Lane  
Louisville, KY 40218

Dear Steve:

Subject: Use of PONY & e-mail system

Nothing contained in Article IV – Association Rights shall preclude the Association from using the District's PONY or email system to provide information, or advocating a position on matters of public interest.

Best regards,



W. S. Eckels  
Executive Director Human Resources

8-8-05  
Bill  
M.O. 1A  
copy

**AGREEMENT TO SUPPORT NEW ACADEMIC  
PROGRAMS TO IMPROVE STUDENT SUCCESS  
IN SCIENCE AND MATHEMATICS**

WHEREAS the Board of Education of Jefferson County, Kentucky ("Board of Education"), the administration of the Jefferson County Public Schools, the Jefferson County Teachers Association ("JCTA"), and the General Electric Foundation are committed to increasing students' success and achievement in the academic fields of science and mathematics at all grade levels in the Jefferson County Public Schools; and,

WHEREAS the parties to this agreement have developed a general plan for implementing new academic programs and initiatives for the realization of the goals expressed herein; and,

WHEREAS each of the parties to this agreement is fully committed to the implementation of these new academic programs and initiatives; and,

WHEREAS, General Electric Foundation is committed to funding the parties' new academic programs and initiatives through monetary grants;

**IT IS HEREBY AGREED:**

1. The development and implementation of the parties' new academic programs and initiatives will be controlled by a Steering Committee appointed by the parties to this agreement. The Steering Committee will develop and implement the parties' new academic programs and initiatives by consensus, not by majority rule. The Steering Committee shall determine the composition of its subcommittees and subgroups. All representatives who serve on the Steering Committee will have equal access to all records and data that are relevant to the development and implementation of the academic programs and initiatives that are governed by the Steering Committee.

2. Teachers who are employed by the Board of Education and JCTA representatives shall serve on the Steering Committee. All teachers and JCTA representatives who serve on the Steering Committee shall be selected and appointed to the Steering Committee by the JCTA president. If a representative who is appointed by the JCTA president is unable to attend any meeting of the Steering Committee, then the JCTA president shall be authorized to select a substitute or proxy to replace the absent representative at any such meeting. Classroom teachers who are employed by the Board of Education and who are appointed to serve on the Steering Committee or its subcommittees or subgroups shall be granted paid leave by the Board of Education and the superintendent of the Jefferson County Public Schools while those teachers are performing the duties of their appointed positions.

3. JCTA shall appoint at least one representative to every external planning and implementation body that is created to oversee the use of the General Electric Foundation grants in the Jefferson County Public Schools.

4. The JCTA shall support and promote the parties' new academic programs and initiatives to the full extent permitted by the Association's governing bodies and the provisions of JCTA's collective bargaining agreement with the Board of Education.

5. In the 2006-2007 school year, elementary schools may participate in the parties' new

academic programs and initiatives only by an affirmative vote of two-thirds (2/3) of the JCTA members who are employed at that school. An elementary school may cease further participation in the parties' new academic programs and initiatives at any time upon an affirmative vote of two-thirds (2/3) of the JCTA members who are employed at that school.

6. Research will be conducted regarding the implementation and effectiveness of the academic programs and initiatives that are funded by General Electric Foundation grants. No data collected or conclusions reached through this research shall be used to evaluate the job performance of any teacher employed by the Jefferson County Public Schools. Nor shall such data or conclusions be reported to the Kentucky Education Professional Standards Board.

AGREED this 4<sup>th</sup> day of August, 2005.

\_\_\_\_\_  
Superintendent, Jefferson County Public Schools

\_\_\_\_\_  
President, Jefferson County Teachers Association

**Administrative Offices**

VanHoose Education Center  
P.O. Box 34020  
Louisville, KY 40232-4020  
(502) 485-3011

J C T A

JUL 28 2005

July 28, 2005

Mr. Steve Neal  
Jefferson County Teachers Association  
1941 Bishop Lane 902  
Watterson City West  
Louisville, KY 40218

Dear Steve:

Subject: Administrative Clarification - Article 12, Sec. H1


Per our conversation, this letter is to clarify the above referenced paragraph in the labor agreement. It was the intent of parties that Article 12, Section H, Paragraph 1, that addresses compensation for teachers having class sizes that exceed maximum limits, read as follows:

**Compensation - Teachers will receive 1/12 (one-twelfth) of 10% of the daily rate for Step 0, Rank III per day above their regular daily compensation for each thirty (30) minutes or major fraction there of (16 minutes) for each student that exceeds their maximum class size after the 20 th pupil day from the start of the school year,**

The remainder of Article 12 is unchanged. This clarification reflects the intent of the parties during bargaining.

If this clarification accurately reflects your understanding of our agreement please sign below and return the original or a copy of this letter to my office.

Best regards,

  
W. S. Eckels  
Executive Director  
Human Resources

Agreed: Stephen B. Neal  
8/8/05 Date

S28:  
① M&B Binder  
② call Jerry Staller  
8/8/05

JULY 11, 2005

TO: BOARD OF EDUCATION  
JEFFERSON COUNTY PUBLIC SCHOOL DISTRICT

FROM: STEPHEN W. DAESCHNER  
SUPERINTENDENT

SUBJECT: JCTA NEGOTIATED AGREEMENT

RECOMMENDATION: I recommend that the Board of Education ratify the agreement negotiated with JCTA.

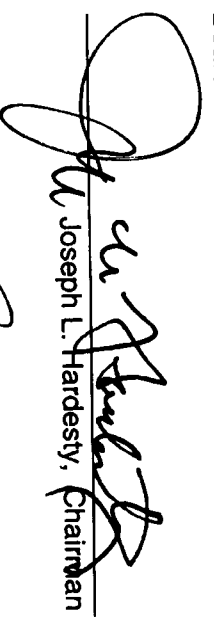
RATIONALE: The Board's representatives have negotiated a tentative agreement with JCTA to replace the contract that expires June 30, 2005. Significant language agreements include:

- five year agreement for the period July 1, 2005 through June 30, 2010
- direct deposit for employees in the bargaining unit
- compensation increases of 3.5% in 2005-06, 4% in 2006-07, and 4% in 2007-08
- compensation will re-open for the school years 2008-09 and 2009-2010
- teacher transfer pilot procedures have been incorporated into the Agreement
- class size maximums in line with State regulations
- pilot program at 10 elementary schools to address early intervention with non-ECE students experiencing behavioral issues

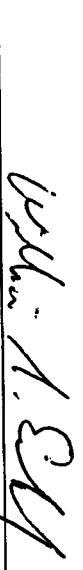
SWD:WSE:csm

Attachment

1 Board of Education of Jefferson County, Kentucky


2  
3  
4  
5   
6 Joseph L. Hardesty, Chairman

7  
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9  
10   
11 Stephen W. Daeschner, Ph.D.  
12 Superintendent

13  
14  
15  
16   
17 William S. Eckels, Chief Negotiator

18  
19 Jefferson County Teachers Association

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21  
22   
23 Stephen B. Neal, Chief Negotiator  
24 Executive Director

25  
26  
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28   
29 Brent McKim, President  
30  
31  
32

**Motion #38278**

Upon the recommendation of the Superintendent, it was moved by Larry Hujo, seconded by Carol Haddad, that the Board of Education approve the negotiated agreement between the Jefferson County Board of Education and the Jefferson County Teachers Association (JCTA), pending ratification by the union.

The vote on the motion was as follows:

Joseph Hardesty	YES	Stephen Imhoff	YES
Carol Haddad	YES	Patrick O'Leary	ABSTAIN
Ann Elmore	YES	Dottie Priddy	ABSENT
Larry Hujo	YES	(Motion carried)	

Certified to be true copies of business duly adopted by the Board of Education of Jefferson County, Kentucky on the 11th day of July, 2005, and is on record in the official Minute books of said Board of Education.

*Nancy Laugherty*

Assistant Secretary to the Board



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

To expedite the processing of grievances that proceed through Level III, the Parties hereby agree:

1. A six (6) member panel of arbitrators will be established and these arbitrators will be assigned on a rotating basis for arbitration cases;
2. The arbitrator will have authority as defined in Article XXIX, of the JCBE/JCTA Agreement;
3. The panel will include in sequential order Phyllis Florman, David Beckman, Edward Goggin, James Ferree, Edward Render, and William Daniels;
4. The Parties will meet every three months to review the panel and the District and the Association may mutually agree to strike a panel member. Annually, the parties will meet to review the panel and the District and the Association may each choose to strike one panel member, who will then be replaced by mutual agreement to maintain a six (6) member panel;
5. This specific resolution/settlement is recognized as being no precedent, shall not be construed in any way to be precedent or be used to substantiate any present or future claim by any party to rights by past practice;
6. The JCTA will hold the District harmless against all claims, legal or otherwise, which may arise from this resolution;
7. This settlement is the complete resolution of all issues related to the subject of this memorandum of agreement and JCTA will not support any other grievance concerning this issue.

Stephen B. Neal  
STEPHEN B. NEAL, JCTA

6/8/05  
DATE

W. S. Ekels  
W. S. EKELS, JCBE

6-9-05  
DATE

**Administrative Offices**

VanLooose Education Center  
PO Box 34020  
Louisville, KY 40232-4020  
502-485-3011

June 17, 2005

Stephen Neal, Executive Director  
Jefferson County Teachers Association  
Watterson City West Building, Suite 300  
1941 Bishop Lane  
Louisville, KY 40218

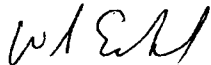
Dear Steve:

Subject: Elementary Gold Days

As it relates to elementary gold days the following provision will be considered to be a part of the collective bargaining agreement:

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

Best regards,



W. S. Eckels  
Executive Director Human Resources

**Administrative Offices**

VanHoose Education Center  
P.O. Box 34020  
Louisville, KY 40232-4020  
502-485-3011

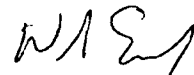
June 17, 2005

Stephen Neal, Executive Director  
Jefferson County Teachers Association  
Watterson City West Building, Suite 300  
1941 Bishop Lane  
Louisville, KY 40218

Dear Steve:

Subject: Article XVI

This letter is to confirm that once a final agreement on Article XVI, Transfer, is reached and ratified, the parties agree, for the effective period of the agreement, to reinstate all past practices concerning the administration of the previous Article XVI language, unless specifically modified by the subsequent contract that becomes effective July 1, 2005. The past practice has been that teachers, not transferring under the "pilot transfer procedures", or Section D (Section F, effective July 1, 2005) were transferred according to seniority and certification  
Best regards,



W. S. Eckels  
Executive Director Human Resources

**Administrative Offices**

VanHoose Education Center  
P.O. Box 34020  
Louisville, KY 40232-4020  
(502) 485-3011



June 17, 2005

Stephen Neal, Executive Director  
Jefferson County Teachers Association  
Watterson City West Building, Suite 300  
1941 Bishop Lane  
Louisville, KY 40218

Dear Steve:

Subject: Tuition Based Early Childhood

This letter is to confirm the District's commitment concerning the collection of money by teachers for the tuition based early childhood program.

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 location. The teacher will not be required to "follow-up" with parents concerning tuition payments.

Best regards,

A handwritten signature in black ink, appearing to read "W. S. Eckels".

W. S. Eckels  
Executive Director Human Resources

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

To increase resource services to local schools the Parties hereby agree:

1. Teachers selected to serve as Resource Teachers in the Instructional Coach Partnership will retain building rights as defined in Article XVI – Transfers, Section A(1), provided that they are assigned to serve as the Resource Teacher at the same school to which they were assigned immediately prior to their selection for this position;
2. This specific resolution/settlement is recognized as being no precedent, shall not be construed in any way to be precedent or be used to substantiate any present or future claim by any party to rights by past practice;
3. This settlement is the complete resolution of all issues related to the subject of this memorandum of agreement and JCTA will not support any other grievance concerning this issue.

Stephen B. Neal  
STEPHEN B. NEAL, JCTA

3/29/05  
DATE

Carolyn Meredith  
CAROLYN MEREDITH, JCBE

3/29/05  
DATE

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

The Parties hereby agree to the following modifications necessary for the implementation of and transition to MUNIS:

1. One check per payroll period will be generated to include all monies due, including, but not limited to, regular compensation, ESS, parent/teacher conference day, coaching, opening day, etc. Individual items will be listed/defined on the pay stub/direct deposit advice;
2. Fringe benefit payout, if any, will be paid each pay period,
3. The number of payments for extra service athletic and related activities will be reduced; Athletic directors will receive payment in 25% increments and all others will be paid in 50% increments;
4. All new hires employed beginning with the 04-05 school year will participate in direct deposit;
5. JCTA dues will be deducted based on two rates only;
6. The District will not process mass changes during November, December, 2004, and January, February, 2005 to ensure a smooth transition to MUNIS. (Sick Leave Bank mass enrollment, etc.);
7. This specific resolution/settlement is recognized as being no precedent, shall not be construed in any way to be precedent or be used to substantiate any present or future claim by any party to rights by past practice;

Stephen B. Neal  
STEPHEN B. NEAL, JCTA

W. S. Eckels  
W. S. ECKELS, JCBE

5/25/04  
DATE

6-1-04  
DATE

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**JEFFERSON COUNTY BOARD OF EDUCATION**

**AND**

**JEFFERSON COUNTY TEACHERS ASSOCIATION**

The Parties hereby agree:

1. MTRP Coordinators assigned to the local school will receive a stipend of \$500.00;
2. Vocational/Technical Liaison will be paid at .4 from the extra service salary schedule;
3. This specific resolution/settlement is recognized as being no precedent, shall not be construed in any way to be precedent or be used to substantiate any present or future claim by any party to rights by past practice;

*Stephen B. Neal*  
 \_\_\_\_\_  
 STEPHEN B. NEAL, JCTA

*4/28/00*  
 \_\_\_\_\_  
 DATE

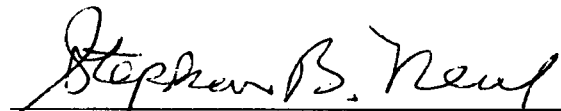
*W. S. Eckels*  
 \_\_\_\_\_  
 W. S. ECKELS, JCBE

*5/2/00*  
 \_\_\_\_\_  
 DATE


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

The Parties hereby agree:

1. For purposes of administering Article XVI, Transfers, only, an itinerant teacher in an assignment identified in number 2 below will be treated as having A-1 building rights at a school site determined by Personnel Services to be their home school when a vacancy for which the teacher is qualified occurs at that school.
2. This understanding is restricted to the following itinerant assignments: foreign language, multiple handicapped, LD, ED, PHOHI, and SPH.
3. The JCTA understands and agrees that this understanding could result in less senior teachers being assigned to a school to which more senior teachers may have requested transfer.
4. This specific resolution/settlement is recognized as being no precedent, shall not be construed in any way to be precedent or be used to substantiate any present or future claim by any party to rights by past practice.
5. The JCTA will hold the District harmless against all claims, legal or otherwise, which may arise from this resolution.
6. This settlement is the complete resolution of all issues related to the subject of this memorandum of agreement and JCTA will not support any other grievance concerning this issue.

  
\_\_\_\_\_  
STEPHEN B. NEAL, JCTA

11-10-99  
DATE

  
\_\_\_\_\_  
W. S. ECKELS/JCBE

11-10-99  
DATE



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

The Parties hereby agree:

1. The Procedures for Implementing Professional Staff Job Sharing developed by the parties will be implemented for all job share agreements beginning with those approved for the 1999-00 school year;
2. This specific resolution/settlement is recognized as being no precedent, shall not be construed in any way to be precedent or be used to substantiate any present or future claim by any party to rights by past practice;
3. The JCTA will hold the District harmless against all claims, legal or otherwise, which may arise from this resolution;
4. This settlement is the complete resolution of all issues related to the subject of this memorandum of agreement and JCTA will not support any other grievance concerning this issue.

*Stephen B. Neal*  
 STEPHEN B. NEAL, JCTA

*11/3/99*  
 DATE

*Carolyn Meredith*  
 CAROLYN MEREDITH, JCBE

*11/9/99*  
 DATE

*Settled  
 11/11/99*

### PROCEDURES FOR IMPLEMENTING PROFESSIONAL STAFF JOB SHARING

1. A job sharing proposal must be submitted in writing annually no later than May 1 of each year by those requesting assignments to job sharing positions. Teachers returning from leave must complete all requirements no later than July 15.
2. Job sharing proposals must include plans for a meeting to explain the program to the parents of students involved before implementation of the proposal.
3. The principal must approve job sharing proposals.
4. Job sharing assignments shall be filled only by full-time teachers who are under active continuing contract with the school district, who have jointly agreed to work together, and who have signed a contract designed for this purpose.
5. Each teacher in a job sharing assignment must elect to teach one-half of the allotted time for a full-time position (plus an overlap period in the middle of the school day) where applicable.
6. Both teachers in a job sharing position must sign the grade cards and make other appropriate reports and records.
7. Employees participating in the program must adhere to all rules and regulations which govern the conditions of employment of full-time school employees and will perform all duties required of any teacher under a full contract; i.e. conferences, extra duty assignments, staff meetings, inservice, etc.
8. Since the time worked is less than a four hour day, teachers who elect to be assigned to job sharing positions do not receive benefits reserved for full-time employees except as stipulated in the JCBE-JCTA Agreement provisions relative to part-time employees.
9. Compensation will be computed as one-half of the annual salary that the individual teacher would have made as a full-time teacher based on the individual teacher's rank and step on the teachers' salary schedule.
10. Step increases based on experience will be credited in accordance with state statute governing part-time employment, KRS 157.320(10).
11. Job sharing teachers will be credited with one-half (.5) sick leave days per month and will be deducted on the basis of .5 day for each absence.
12. Emergency leave and personal leave days are not credited to the record of teachers in job sharing positions.
13. KTRS deductions are reserved for full-time certified employees and, therefore, will not be deducted from salaries of job sharing participants. Teachers may make arrangement with KTRS to purchase fractional years of service in accordance with retirement system regulations.
14. Certification renewal is the responsibility of the teacher and information from the state certification agency will be provided to each teacher participating in the program.
15. Any teacher participating in the shared-time program who desires to return to full-time employment must submit such a request in writing to Personnel Services.

- 16. When returning to full-time employment, a part-time/ shared-time teacher will be placed on the transfer list in order of his/her seniority date and a school assignment will be made in accordance with the transfer provisions of the JCBE-JCTA Agreements.
- 17. For purposes of these procedures, participation in the job sharing program shall not be considered as a break in service when determining the seniority date of a job sharing program participant.
- 18. The seniority date of the most senior teacher in a job sharing position will be considered the seniority date of the team. A principal will use this date, applicable only if a job sharing position is renewed, when making overstaff decisions.
- 19. When a job sharing position is dissolved or not renewed, the teacher who initially occupied the position has the first right to that full time position. If neither teacher held the initial position, the most senior member of the job sharing team has first rights to the position.
- 20. Job sharing teachers are subject to suspension of contract during staff reductions and have recall rights to positions for which they are or become qualified.
- 21. The job performance of each participant will be evaluated annually by the principal.
- 22. The participants, the principal and appropriate instructional staff, will evaluate the effectiveness of the program annually in writing.

I have read, understand and agree to the above statements.

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Personnel Administrator

\_\_\_\_\_  
Date

9/28/99

**MEMORANDUM**

TO: Walter Logan

FROM: Carolyn Meredith *CM*

SUBJECT: Memorandum of Agreement re JCTA Dues Deduction

DATE: August 20, 1999

Please refer to the attached Memorandum of Agreement between the Jefferson County Board of Education and the Jefferson County Teachers Association and make the necessary adjustments.

Please call me at 3151 if you have any questions.

CM:mhe

Attachment

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**JEFFERSON COUNTY BOARD OF EDUCATION**  
**AND**  
**JEFFERSON COUNTY TEACHERS ASSOCIATION**

The Parties hereby agree that the employment initiatives outlined below will be jointly supported :

1. **Signing Bonus:** As a recruitment tool, a signing bonus may be offered to certified teachers in the areas of chemistry, physics, math, and biology (in order of priority);
2. **ECE MED Program:** One-half of the tuition may be paid to individuals accepted into the University of Louisville ECE stand alone MED program. Participants will work towards ECE certification only and be eligible to receive fifteen (15) semester hours during the 1999-2000 school year.
3. **ECE Teacher Re-certification:** Tuition reimbursement may be provided to teachers who seek ECE certification and agree to remain in an ECE assignment for a minimum of three years;
4. All participation in the items outlined above will be subject to District selection and available funding;
5. This memorandum of agreement will expire on August 30, 2000.

*Stephen B. Neal*  
STEPHEN B. NEAL, JCTA

*July 21, 1999*  
DATE

*W. S. Eckels*  
W. S. ECKELS, JCBE

*7-26-99*  
DATE

## MEMORANDUM

TO: JCTA PROFESSIONAL REPRESENTATIVES  
JCPS PRINCIPALS

FROM: STEVE NEAL & W. S. ECKELS

SUBJECT: SCHEDULING OF SBARC MEETINGS

DATE: FEBRUARY 25, 1999

As you may be aware, in the aftermath of last year's negotiations for a new successor labor agreement, there appeared to be some confusion concerning the scheduling of SBARC meetings in schools. The purpose of this letter is for the Association and the District to jointly describe our "intent" related to this issue.

The Association and the District concur that: 1.) It is best teaching/learning practice for students to receive instruction from their regularly assigned teacher; 2.) That teachers are entitled to "preparation time" as defined in Article XI of the labor agreement, and; 3.) Preparation time is an integral component to the delivery of effective instruction.

The Association and the District recognize that SBARC meetings should be scheduled to accommodate the needs of students, parents, teachers and administrators. Occasionally teachers, working in cooperation with parents and administrators, may need to waive their daily planning time in order to conduct an SBARC meeting. In order to minimize any disruption to the delivery of instructional services, such occurrences should not be the "norm." When SBARC meetings, because of length or number, are found to be a disruption to the regular instructional program, every possible effort should be made to schedule such meetings outside the normal school day.

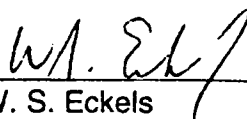
The Association and the District agree that the use of classified employees to supervise students during a time period normally dedicated to instruction, so that the regular teacher can attend an SBARC meeting, is not in keeping with best teaching/learning practice and should be minimized to those situations where appropriate alternatives do not exist.

Teachers who are unable to schedule a SBARC meeting during the regular work day and who have completed the one-hour mandatory meeting for the week will be compensated at their hourly rate. An extra service form should be completed, and "SBARC Meeting" should be included on the form in the "description" column. The teacher will be paid from a central office account, and an account code on the extra service form is not necessary.

Hopefully, this joint communique will serve to clarify this issue. If you have additional questions, please contact a JCTA Staff Representative or JCPS Employee Relations.



Steve Neal  
JCTA



W. S. Eckels  
JCBE

WSE:ds

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

The Parties hereby agree that beginning January 1, 1996:

1. The following activities will be paid at the Board approved rate for tutoring:

Aiding students in the completion of homework assignments given in class and completing students' notes

Supervising study time

Providing classroom and resources for project completion (for example, supervision of science lab)

Making up classroom activities missed because of absentees

Computer Curriculum Corporation (CCC)

Study skills program

Tutoring centers

Supervising National Honor student volunteers in peer tutoring

Supervising students in computer lab

One on one

Supervising students completing long term projects

Article ~~XXX~~  
section F (1)

~~Activities listed in ESSG not included in number 1 above  
will be paid at the member's hourly rate of pay.~~

~~All other activities will be paid at the appropriate negotiated rate of pay,  
(minimum being \$1200 and that selection \$150).~~

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

Stephen B. Neal  
STEPHEN B. NEAL, JCTA

2/9/96  
DATE

W. S. Eckels  
WILLIAM S. ECKELS, JCBE

2-9-96  
DATE

JANUARY 10, 1994

Revised

TO: BOARD OF EDUCATION  
JEFFERSON COUNTY PUBLIC SCHOOL DISTRICT

FROM: STEPHEN DAESCHNER  
SUPERINTENDENT

SUBJECT: MEMORANDUM OF UNDERSTANDING

RECOMMENDATION: I recommend that the Board of Education approve the attached Memorandum of Understanding with the Jefferson County Teachers Association and supported by the Kentucky Department of Education concerning implementation of School-Based Decision Making. I also recommend that the Board approve Policy BLCC (second reading) and approve the SBDM resolution.

RATIONALE: For some months, the District has been working with the Jefferson County Teachers Association, the 15th District PTA, and the Jefferson County Association of School Administrators to find a satisfactory method to implement SBDM as prescribed by KERA. We have experienced several obstacles in this process.

The attached Memorandum of Understanding between the Jefferson County Public School District and the Jefferson County Teachers Association and supported by the State Board of Education and the Kentucky Department of Education has resolved the concern regarding the scope of the negotiated agreement.

The appeals policy was first read on September 27, 1993. It has been amended to resolve concerns that were expressed by the Kentucky Department of Education.

The resolution confirms the Board of Education's commitment to effective implementation of SBDM including the use of committees involving parents and minorities.



The agreement signed by the PTA, the JCTA, the JCASA, and the Superintendent is enclosed for your information to reflect the commitment of the parties to the meaningful implementation of SBDM.

All of the above actions are within the authority of the Board of Education.

SWD:DCM:MLB:sc

Attachments

## MEMORANDUM OF UNDERSTANDING

The Board of Education of Jefferson County, Kentucky ("School Board"), Dr. Stephen Daeschner, the Superintendent of the Jefferson County Public Schools ("Superintendent"), and the Jefferson County Teachers Association ("JCTA"), collectively referred to herein as "the Parties," have negotiated a binding agreement and resolved to memorialize their agreement in this Memorandum of Understanding.

The State Board for Elementary and Secondary Education and Dr. Thomas C. Boysen, Commissioner of Education, acknowledge this Memorandum of Understanding as legally permissible and as resolving the current legal concerns regarding school-based decision-making and the Jefferson County collectively-bargained Agreement.

1. Each Party acknowledges the receipt of valuable considerations sufficient to make this a legally-enforceable contract. Each Party represents to the other Parties that he or she is authorized to execute this Memorandum of Understanding and acknowledges the authority of each signatory to this Memorandum of Understanding to bind their respective principals. The Parties voluntarily negotiated and executed this Memorandum of Understanding in order to further their individual interests in matters relating to the governance of the Jefferson County Public Schools. The School Board, Superintendent and JCTA have executed this Memorandum of Understanding as an addition to the collectively-bargained Agreement ("Agreement") binding them through June 30, 1996, pursuant to Article XXXIV, Section C, of that Agreement. Portions of the Agreement are reproduced in the Appendix attached to this Memorandum of Understanding.

2. The Parties agree that school-based decision-making councils established in the Jefferson County Public Schools may validly adopt and enforce policies pertaining to the matters that are dealt with in the provisions of the Agreement that are reproduced in the Appendix without violating the spirit or intent of this Memorandum of Understanding, even if those policies conflict with the provisions of the Agreement that are included in the Appendix. However, the provisions of the Agreement that are included in the Appendix shall be enforceable and recognized as binding throughout the Jefferson County Public Schools, except to the extent that a school-based decision-making council has taken lawful actions with respect to a specific school that are contrary to provisions of the Agreement that are included in the Appendix. If the policies, decisions or actions of a school-based decision

making council conflict with any provisions of the Agreement that are not included in the Appendix, those policies, decisions and actions shall not be enforceable or recognized as valid, except as specifically provided in the Agreement itself or except as permitted by subsequent amendments to applicable law.

3. Except as specified in paragraph two, the Parties acknowledge the validity and legally-binding nature of the entire Agreement, as it may be amended from time to time, and the continuing right of the Board, Superintendent and the JCTA to negotiate future collective bargaining agreements whenever they choose to do so.

This Memorandum of Understanding was executed by the Parties on this 10 day of January, 1994.

BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY

Carol Ann Haddad  
BY: Carol Ann Haddad, Chair

Stephen Daeschner  
Dr. Stephen Daeschner  
Superintendent, Jefferson County Public Schools

JEFFERSON COUNTY TEACHERS ASSOCIATION

Diane Price  
BY: Diane Price, President

Stephen B. Neal  
BY: Stephen B. Neal, Executive Director

ACKNOWLEDGEMENT OF MEMORANDUM OF UNDERSTANDING:

STATE BOARD FOR ELEMENTARY AND SECONDARY EDUCATION

Joe Kelly  
BY: Joe Kelly, Chair

Thomas C. Boysen  
Dr. Thomas C. Boysen  
Kentucky Commissioner of Education

APPENDIX

ARTICLE V

3. If a participatory management decision requires a deviation from this Agreement the decision-making process shall include an opportunity for all employees to share their opinion. Such a decision shall not be implemented in any school year without at least two-thirds (2/3) concurrence of the employees.

6. Employees who serve on school council committees (if used) will be selected by the employees.

ARTICLE VI - ACADEMIC FREEDOM

Section C. The Plan Book used in the district shall be mutually agreed upon between the parties of this Agreement.

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

ARTICLE VII - STUDENT DISCIPLINE

Section A. The Parties agree to effectively carry out the Uniform Code of Student Conduct adopted by the Employer. The Association shall be a party to any evaluations and necessary revision of this Code which shall continue to provide for elementary, middle and high school needs.

Section B. Principals and school heads shall review annually with employees the procedures and provisions of the Uniform Code of Conduct.

Section C. The provisions of the Uniform Code of Student Conduct shall be subject to the Grievance Procedure.

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

Section E. Employees may, in compliance with the Uniform Code of Student Conduct, temporarily remove a disruptive student from the classroom.

ARTICLE XI - TEACHING LOAD AND DUTY HOURS

Section A. The normal weekly teaching load in the senior high schools, middle schools, and special schools (except exceptional child education schools) will be no more than twenty-five (25)

teaching periods or equivalent time, and five (5) preparation periods. If a school is structured so that it has more or less than six (6) periods in a school day, the teachers will be provided no less than fifty (50) consecutive minutes for planning. A supervised study or lunch period or similar duty of equivalent time shall be considered a teaching period for which volunteers will be given priority.

Section B. Because of pupil arrival/departure times and programmatic requirements there must be provisions for flexibility from school to school and within schools in establishing employees' duty hours. Principals shall first seek volunteers for early and late duty. If there are not enough volunteers the principal shall assign employees on a rotation basis to early or late duty.

Itinerants in elementary schools shall only be required to do the ten (10) minutes rotation at their home school.

The normal duty hours of employees, except for elementary teachers, social workers, resource teachers, special instructional assistants and other such employees shall not exceed seven (7) consecutive hours in length including a duty-free lunch period.

The normal duty hours of elementary teachers shall not exceed six (6) hours and fifty (50) minutes including duty-free lunch periods. These employees may be scheduled for an additional length of time up to ten (10) minutes on a rotation basis immediately preceding or following normal duty hours as needed for the supervision of pupils.

The normal duty hours of social workers, resource teachers, special instructional assistants in schools, and other such employees shall not exceed seven and one-half (7 1/2) consecutive hours in length including a duty-free lunch period.

Upon notification to the school office and approval by the principal or school head, an employee may leave the premises during duty hours.

Section C. Routine matters should be handled in such a way (written communications, announcements, etc.) as to permit optimum use of faculty meeting time for discussion, planning, and evaluation of the school's program. An agenda shall be distributed at least one day in advance of regularly scheduled faculty meetings. Faculty meetings shall last no longer than sixty (60) minutes. Attendance at faculty meetings and all other meetings beyond the employee's normal duty hours shall not exceed three (3) hours per month.

Section D. Every reasonable effort will be made to schedule such activities as Orientation, welcome, PTA meetings, and Open House as far in advance as possible. Attendance at all other

meetings and all other duties beyond the employee's normal duty hours shall be voluntary except for SBARC meetings and parent conferences which shall be scheduled when possible to take place within normal duty hours.

Section E. Employees in the senior high schools and middle schools shall not be required to have more than three (3) teaching preparations concurrently during any one major grading period.

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

Section F. Elementary teachers (primary program through grade 5) shall normally be provided one hundred seventy-five (175) minutes of preparation time per week for the school year.

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

Other primary teachers whose assignment is to work with five (5) year olds in half day programs shall be provided a minimum of one hundred (100) minutes of preparation time per week. (These are the employees who would typically have the kindergarten aides according to state law.)

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

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

Section Q. If faculty meetings are used for professional development as planned by the participatory management process that time shall be planned as referred to in Article XIX, Section G.

#### ARTICLE XII - CLASS SIZE

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

1. Range of pupil age and achievement levels;
2. Pupil enrollment in achievement levels and courses;
3. Exceptionality of pupils enrolled in regular program classes;

4. Number available usable pupil stations;
5. Appropriateness of the facility to the curriculum and methods of instruction to be used;
6. Availability of equipment for adequate teaching demonstration and pupil use;
7. Conditions which affect the health, safety and supervision of pupils;
8. Other professional and paraprofessional staff and technology;
9. Financial resources of the district; and
10. Law and regulations.

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

1. ELEMENTARY SCHOOLS

Primary	- 24
Grade 4	- 28
Grade 5	- 29

Exceptions - physical education, choral and instrumental music.

2. MIDDLE SCHOOLS

Technical	- 27
Individual	
Grade 6	- 29 (150 daily load)
Grade 7/8	- 31 (150 daily load)
Physical Education	- 50
Typing	- 40

Exceptions - choral and instrumental music

3. HIGH SCHOOLS

Technical	- 27
Technical/Gainful	- 20
Individual	- 31 (150 daily load)
Physical Education	- 50
Typing	- 40

Exceptions - choral and instrumental music

4. TECHNICAL SCHOOLS

Individual - 20

6. When using the Collaborative Teaching Model, the special education teacher does not count as additional teacher in the general education classroom for the purpose of increasing the number of students in given class.

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

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

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

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

ARTICLE XIII - MATERIALS AND FACILITIES

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

Section B. Employers shall be provided with materials and facilities for lesson preparations and other assigned duties. The employer shall provide for employees the following:

1. Access to duplicating services for the preparation of instructional materials;
2. Chalk boards, fans, file cabinets and bulletin boards where applicable;
3. Curriculum guides and desk copies of textbooks and workbooks required for class which will remain the property of the Employer and shall be returned; however, desk copies of state adopted textbooks shall be in the form of teaching manuals;



4. Classrooms or workspace as defined and approved according to state regulations;
5. Record books, lesson plan books, paper supplies, chalk, erasers and other such supplies and materials required by the Employer in daily teaching responsibilities including materials for art, music, physical education and computer in the elementary schools;
6. Custodial care and maintenance;
7. Access to a telephone.

Section C. The Employer will make every reasonable effort to provide for employees:

1. Lockable desk and storage space where applicable;
2. Lounges and restrooms for which they will be expected to exercise reasonable care;
3. Parking facilities (preferable off-street);
4. A system whereby employees can effectively and expeditiously communicate with the school office in the event of an emergency; and
5. Television receivers for supplementary instructional purposes.

Section E. Development of the school budget shall be part of a participatory management process.

Section F. All employees shall know the amount of money budgeted for their classrooms at least 30 days prior to expending the money. Principals or school heads shall provide the employees with information on the amount of money budgeted for instructional purposes prior to expending the money.

Section H. The school will have a smoking area unless the participatory management process has authorized the principals to eliminate such an area.

#### ARTICLE XV - ASSIGNMENT

The Parties agree that the Employer and its agents have and retain the legal right to assign employees to carry out their duties and responsibilities under federal and state laws and regulations and court orders subject to the provisions of this article.

Section A. In high schools and middle schools the principal or school head after consulting with the department head, will decide which courses to offer in each department. The principal shall have the responsibility and the authority to assign teacher employees within a school to a department(s) based upon the following criteria:

1. seniority
2. certification
3. preference
4. measurable employee capabilities
5. needs of educational program
6. balance of workload

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

Section B. In the elementary school the principal or school head will meet with the teacher employees in the school to determine any changes in the assignment of teacher employees to each grade level(s). Assignments will be made using the following criteria:

- a. Seniority
- b. Certification
- c. Preference
- d. Measurable employee capabilities
- e. Needs of educational program
- f. Balance of workload.

Section C. In technical schools the principal or school head after consulting with the teacher employees will decide which courses to offer. The principal shall have the responsibility and the authority to assign employees within the school using the following criteria:

- a. Seniority
- b. Certification

Whereas, the 15th District PTA, the JCTA, the JCASA, and administrative representatives have worked in good faith to fully implement SBDM in Jefferson County; and

Whereas, this Board of Education agrees with the goals adopted by these organizations; and

Whereas the goals adopted by this committee are:

1. SBDM should guarantee significant and meaningful parent involvement;
2. SBDM should guarantee significant minority representation;
3. SBDM policies shall not violate the safety net provided employee/employer negotiated agreements;
4. JCPS should implement SBDM; and

Whereas, this Board is committed to the implementation of SBDM;

Therefore, now be it resolved that this Board of Education states it is the intent of the Board of Education policies to reflect the goals as stated below:

1. SBDM should guarantee significant and meaningful parent involvement;
2. SBDM should guarantee significant minority representation;
3. SBDM policies shall not violate the safety net provided employee/employer negotiated agreements;
4. JCPS is committed to a strong SBDM Committee system with meaningful parent and minority involvement; and
5. JCPS should implement SBDM in compliance with this resolution.

The parties to this agreement are fully committed to the principles listed in the following goals adopted by the SBDM Task Force:

1. SBDM should guarantee significant and meaningful parent involvement;
2. SBDM should guarantee significant minority representation;
3. SBDM policies shall not violate the safety net provided employee/ employer negotiated agreements;
4. JCPS is committed to a strong SBDM Committee system with meaningful parent and minority involvement; and
5. JCPS should implement SBDM in compliance with this agreement.

By action of the State Board of Education and the State Department of Education, item number 3 has been resolved. The parties further support the Board of Education's ratification of the agreement.

The parties remain fully committed to using all influence possible to obtain an Attorney General's Opinion to support the right of the Board of Education to adopt policies regulating SBDM practices including to mandate committees and to mandate parent and minority representation on committees.

The parties will mutually develop an action plan to decide next steps.

The parties will jointly address a letter to the Jefferson County Delegation explaining the contractual resolution and emphasizing the importance of resolving items 1 and 2 above.

The parties will seek sponsors for legislation (if needed) to resolve items 1 and 2 above.

If the action plan calls for the parties to encourage schools to support SBDM before we receive an Attorney General's Opinion or before legislation is passed, the parties will strongly encourage all schools to adopt the above principles. The Superintendent of schools will write a letter to each school considering a vote that strongly encourages the principles listed above.

Judy Moutardier  
PTA

Riane Price  
JCTA

Jan Gibson  
JCASA

Stephen Daeschner  
Stephen Daeschner

DRAFT

BLCC  
APPEALS FROM DECISIONS OF THE SCHOOL COUNCIL  
REVIEW OF SCHOOL COUNCIL DECISIONS

A School Based Decision Making ("SBDM") Appeals Board shall be created to review the decisions of school councils. The Appeals Board shall be composed of two parents appointed by the president of the Fifteenth District PTA, three teachers appointed by the president of the Jefferson County Teachers Association (JCTA), and a school administrator appointed by the president of the Jefferson County Association of School Administrators (JCASA). If the appointment process does not provide for minority representation on the Appeals Board, the superintendent shall appoint a minority representative. Only those who are qualified by law to serve on a school council may serve on the Appeals Board.

Appeals from decisions of the council shall be made in writing to the council for reconsideration, pursuant to school council procedure. If the matter is not satisfactorily resolved within ten (10) school days from the date the issue is presented to the council, an appeal may be submitted in writing to the superintendent/designee SBDM Appeals Board.

~~Appealed decisions of the council will be reviewed based on whether the council action was arbitrary in that it violated district policies, covering areas not allowed the council by law, exceeded the authority of the council, or was otherwise unlawful under state or federal law, or considered a health or safety concern of the students.~~

To the extent that school council policies are outside the areas set out in KRS 160.345 (2) (i) (1-8), they shall be consistent with district board policies, unless otherwise agreed to by the district board of education and the school council.

If a school council takes an action or adopts a policy in the areas set out in KRS 160.345 (2) (i) (1-8) that is inconsistent with

- (1) state or federal statutes or regulations,
- (2) concerns for health and safety,
- (3) concerns for liability,
- (4) available financial resources,
- (5) contractual obligations to personnel and other providers of goods and services,

then the Appeals Board and the board of education may reject the council's action or policy and that action or policy shall be unenforceable.

~~If, within ten (10) school days after receiving the appeal, the superintendent/designee has not been able to satisfactorily resolve the concern, a further appeal may be made in writing to the board. A majority of the Appeals Board constitutes a quorum. Decisions of the Appeals Board must be approved by the majority of the quorum. The Appeals Board shall act upon the appeal within thirty (30) calendar days of receipt of the appeal. The decision of the Appeals Board shall bind the school council and the parties who initiated the appeal, unless appealed to the state board or the courts.~~

Revised: \_\_\_\_\_ Motion #  
Adopted: October 8, 1990, Motion #22429  
Revised: June 22, 1992, Motion #24012  
Reference: KRS 160.345, KRS 160.160, KRS 160.290, 704 KAR 7.110

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
JEFFERSON COUNTY BOARD OF EDUCATION  
AND THE  
JEFFERSON COUNTY TEACHERS ASSOCIATION

The Parties Hereby Agree That:

1. Long term disability insurance elimination period will remain at 45 working days;
2. All applications must be received within six (6) months from the date of eligibility;
3. Employees receiving the District's Workers Compensation indemnity payments will not be eligible for the District's long term disability benefit;
4. Grievance number T94-405-03-01 and any and all claims against the Jefferson County Board of Education related to the subject of this resolution are hereby resolved/settled; and,
5. This specific memorandum of understanding is recognized as being no precedent, shall not be construed in any way to be precedent, nor be used to substantiate any present or future claim by any party to rights by past practice.

Stephen B. Neal  
STEPHEN B. NEAL, JCTA

12/12/94  
DATE

W. S. Eckels  
WILLIAM S. ECKELS, JCBE

12/12/94  
DATE

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

The Parties Hereby Agree That:

1. Itinerant teachers of the hearing impaired shall have the right to stay at a home school in their assigned district where they are already established, regardless of the number of students that are currently enrolled at that school subject to availability of space, materials and equipment, principal and teacher acceptance, and region changes;
2. This specific memorandum of understanding is recognized as being no precedent, shall not be construed in any way to be precedent, nor be used to substantiate any present or future claim by any party to rights by past practice;
3. JCTA will hold the district harmless against all claims, legal or otherwise, which may arise from this memorandum of understanding.

Sharon W. Davis  
SHARON W. DAVIS, JCBE

5-13-94  
DATE

Stephen B. Neal  
STEPHEN B. NEAL, JCTA

6/27/94  
DATE

Carolyn S. Meredith  
CAROLYN S. MEREDITH, JCBE

5/13/94  
DATE

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

The Parties Hereby Agree That:

1. Itinerant teachers of the vision impaired shall have the right to stay at a home school in their assigned district where they are already established, regardless of the number of students that are currently enrolled at that school subject to availability of space, materials and equipment, principal and teacher acceptance, and region changes;
2. This specific memorandum of understanding is recognized as being no precedent, shall not be construed in any way to be precedent, nor be used to substantiate any present or future claim by any party to rights by past practice;
3. JCTA will hold the district harmless against all claims, legal or otherwise, which may arise from this memorandum of understanding.

Sharon W. Davis  
SHARON W. DAVIS, JCBE

5-16-94  
DATE

Stephen B. Neal  
STEPHEN B. NEAL, JCTA

6/27/94  
DATE

Carolyn S. Meredith  
CAROLYN S. MEREDITH, JCBE

5/13/94  
DATE



MEMORANDUM OF AGREEMENT

BETWEEN THE

MAY 12 1994

JEFFERSON COUNTY BOARD OF EDUCATION

AND THE

JEFFERSON COUNTY TEACHERS ASSOCIATION

To Carolyn

RECEIVED  
MAY 17 1994

The Parties Hereby Agree That:

1. All teachers who retire between June 1, 1992 and July 31, 1994 will receive from the Early Retirement Benefit Schedule the maximum percentage based on accumulated leave (25% or 30%) for which they are eligible.

Unused accumulated sick days

1-79	80+
25%	30%

2. Any teacher who retires after July 31, 1994, including those who retire under the KTRS system with an annuity deduction, will receive the following benefit:

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 teacher's retirement system. The cash payment shall be calculated by using the teacher's last year of service daily rate.

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.

3. The Employer agrees to indemnify and hold harmless both the Jefferson County Teachers Association and its Board and authorized agents from expenses, liability and losses suffered as a result of the execution or enforcement of this agreement.

Stephen B. Neal  
STEPHEN B. NEAL, JCTA

5/10/94  
DATE

Martin L. Bell  
MARTIN L. BELL, JCPS

58m  
4-10-94  
DATE

MEMORANDUM OF AGREEMENT

BETWEEN THE  
JEFFERSON COUNTY BOARD OF EDUCATION  
AND THE  
JEFFERSON COUNTY TEACHERS ASSOCIATION

The Parties Hereby Agree That:

Early Childhood Special Services (ECSS) staff hereby agree that vacancies occurring within the ECSS unit shall be filled according to ARTICLE XVI, Section A, 1. The following process will be used for those job descriptions of diagnostician, resource teacher, or itinerant teacher:

1. When a vacancy occurs, whether by attrition or by the creation of a new position, those above-named employees currently in the ECSS unit shall have first consideration for said vacancy;
2. The participatory management process will be used to develop a process for moving from one itinerant assignment to another itinerant assignment;
3. If a vacancy occurs during the school year, the employee who fills the vacancy, according to the aforementioned process, may assume the new duties immediately provided there is no negative impact on the delivery of services to children in the ECSS program. In that case, the employee will assume the new duties at the beginning of the following school year;
4. This specific memorandum of understanding is recognized as being no precedent, shall not be construed in any way to be precedent, nor be used to substantiate any present or future claim by any party to rights by past practice; and,
5. JCTA will hold the district harmless against all claims, legal or otherwise, which may arise from this understanding.

Stephen B. Neal  
STEPHEN B. NEAL, JCTA

1/28/94  
DATE

Carolyn Meredith  
CAROLYN S. MEREDITH, JCBE

1/28/94  
DATE