

PREAMBLE

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

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

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

ARTICLE 1 - DEFINITIONS

As used in this Agreement the following definitions apply:

1. Employer means the Board of Education of Jefferson County, Kentucky.
2. Association means Jefferson County Teachers Association.
3. Members or membership means only employees belonging to the Association.
4. Days when used in this Agreement refer to school calendar days unless otherwise specified.
5. Worked Days means those days which the employee is on duty.
6. Certificated Personnel means those persons holding positions for which certificates may be issued except substitutes and superintendents as defined under applicable state laws and who are employed by the Employer.
7. Employee means any certificated person who is represented by the Association.
8. Superintendent means the Superintendent of Schools of Jefferson County, Kentucky.
9. Negotiations means a process and a method that provides for the Employer and the Association to negotiate on matters of mutual concern, to reach agreement on such matters, and to make provisions for resolving disagreement in the event of impasse.
10. Exceptional Child Education Pupil means a pupil covered under the provisions of IDEA - Individuals with Disabilities Education Act as amended.
11. Seniority shall be computed from the first compensable day of employment as a regular employee in the Jefferson County Public Schools following last break in service; ties in seniority dates will be broken by the largest sum of the final four digits of the employee's Social Security numbers.
12. ARC means the Admissions/Release Committee.
13. Part-timers means any employee working less than a full duty day.
14. Vacancy means a position in the bargaining unit approved by the Board but not having a teacher of record.
15. Teacher of Record means an individual in the bargaining unit who is filling a position with a change form completed by Personnel to verify the same.
16. Overstaff means a condition where a teacher is involuntarily placed on the transfer list.
17. Laid Off is a condition in which a teacher's contract is suspended due to lack of a teaching position.
18. Restricted Certification is a condition in which a teacher's certificate is not considered valid for teaching in the Jefferson County Public Schools due to lack of adequate teaching positions in the certification area. The teacher would be laid off in a restricted certification area if it were not for having a second certification that allows a teacher to maintain a position with the Employer.

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19. Least Restrictive Environment is that education setting or program in which the identified child can function most effectively based upon his/her unique needs and capabilities.
 20. Resource Room is a special education class configuration in which a student identified by an ARC may spend up to 50% of the student day.
 21. Itinerant Teacher is an elementary art, music, physical education or computer teacher who is assigned to work in different building locations on different days of the week.
 22. Traveling Teacher means a teacher who works at different building locations on the same day of the work week.
 23. Singleton Ratio is a term used to identify the ratio of black and white staff members required for each school center. The ratio is calculated by dividing the total number of black teachers at an instructional level (elementary, middle school or high school) by the total number of teachers at that instructional level. This is a district-wide calculation. After the calculation has been made, a five percent (5%) plus or minus variance is permitted. Excluded from the teacher count in this ratio are exceptional child education and ROTC.
 24. Certificated means possessing a certificate issued by the Commonwealth of Kentucky.
 25. School Centers shall mean a building(s) in which teachers are assigned to supervise students.
 26. Home School means where the employees receive their paychecks.

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ARTICLE 2 - SCHOOL BOARD AUTHORITY

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

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

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1. Adhering to the provisions of this Agreement.
 2. Complying with the Board's rules and regulations which are necessary to implement the provisions of this Agreement.

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ARTICLE 3 - RECOGNITION

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The Employer recognizes the Association as official representative of certificated personnel in the school system who are employees as defined in Article 1 - Definitions, in addition to employees who function as teachers and are paid on the Teachers Salary Schedule, Job Family III. In addition, occupational therapists, physical therapists, and speech therapists shall be considered a part of the bargaining unit. Personnel who are substitutes (including those who are temporary appointees in positions reserved for employees under contract) and those holding any other position for which the school system requires certification in administration or supervision and/or for which the pay is calculated on the teachers salary

1 schedule plus the administrators addendum including Acting and Intern are specifically excluded from
2 this recognition.
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5 ARTICLE 4 - ASSOCIATION RIGHTS
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7 Section A The Parties agree that the Association as representative of employees shall have the right to
8 use the school system's courier service (to the extent permitted by statute, regulation, or court order)
9 and employee distribution boxes for the purpose of distributing Association communiques to employees.
10 Such communiques shall be considered personal and shall not be opened by any person other than the
11 addressee. The Association shall have the privilege of posting notices of the activities and matters of
12 Association concern on employee bulletin boards, at least one of which shall be provided in each school.
13 The Employer shall provide PONY pick-up service every Tuesday at the Association office between the
14 hours of 3:30 p.m. and 4:00 p.m. Any items picked up on Tuesday will be delivered to members on
15 Wednesday of the same week. No overtime will be authorized for distribution of JCTA materials through
16 the PONY.
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18 Material endorsing or opposing a candidate for public office, material which encourages employees to
19 violate any law or this Agreement, or material which has as its effect the interfering with employees'
20 rights guaranteed by law or this Agreement shall not be distributed through the courier service or
21 employee distribution boxes nor distributed in any manner which would interfere with or interrupt normal
22 school operations or posted in any schools by the Parties or any of their agents.
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24 The Association shall provide in advance to the office of the Superintendent or designee four (4) copies
25 and to the office of the principal or school head one (1) copy of any material to be distributed or posted.
26

27 The Employer agrees to permit the Association access to the e-mail system. The same rules, as
28 stipulated in the labor agreement that govern use of the school system's courier service by the
29 Association, as well as the JCPS Net Employee Acceptable Use Policy, shall apply.
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31 The Association shall save the Employer harmless against any claims, legal or otherwise, arising out of
32 use of the Employer Courier Service or e-mail system.
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34 Section B The Association shall have the right to use schools for meetings at reasonable times before
35 or after the employees' normal workday, scheduling such use in advance with the principal or school
36 head. Should special custodial services be required or should there be any damage in excess of the
37 normal wear the Employer shall make a reasonable charge for such services or damage. The
38 Association shall save the Employer harmless against any claims, legal or otherwise, arising out of such
39 use provided the Association is given the opportunity to provide all necessary legal services to defend
40 such claims.
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42 Section C Full-time staff employed by the Association, the Association President or identified designee
43 and Association building representatives exclusively shall have the right to transact official legal
44 Association business on school property at such reasonable times as will not interfere with or interrupt
45 normal school operations. The Association shall provide the Superintendent or designee and each
46 principal or school head with a list of persons serving in these capacities and maintain its currency. The
47 list provided to each principal or school head need not contain the names of building representatives
48 from other schools.
49

50 Section D The Association building representative shall upon request be given time prior to or after each
51 faculty meeting for brief announcements. The school communication system shall be made available
52 according to procedures of the school for use by an Association building representative to make brief
53 announcements concerning meetings. The building representative shall be provided a school roster

1 showing the names, addresses, and assignments of all employees.
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3 Section E The Employer shall provide to the Association upon request a copy of the official agenda in
4 advance of Board meetings except for those items privileged by law. The Employer shall make available
5 for inspection to the Association upon request any information available to the public. The Parties shall
6 make available upon written specific request to each other any statistics and records routinely compiled
7 which are not confidential and which are relevant to negotiations or necessary for the proper
8 administration of the terms of this Agreement.
9

10 Section F The Employer agrees to deduct from the salaries of employees an amount equal to the
11 membership dues of the Association as said employees individually and voluntarily authorize in writing
12 the Employer to deduct and to transmit the monies to the Association or its designated representative.
13 The Association shall certify to the Employer in writing the current and proper amount of its membership
14 dues at least thirty (30) days prior to the requested initial deduction. The deductions shall be made in
15 twenty (20) equal installments September through May. The Employer will authorize, as part of the dues
16 structure, .00085 of Step 0, Rank I, per member, per payroll deduction for the prepayment of Association
17 Retired Lifetime Membership. Dues will be deducted based on two (2) rates only.
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19 The Employer will deduct from the salaries of all employees new to the school system an amount of
20 money equal to the dues of the Association unless the employee indicates on the employment
21 application within ten (10) calendar days of accepting employment that such dues are not to be
22 deducted.
23

24 When said employee declines membership or accepts membership, a copy of that form complete with
25 hire date and date of membership drop or acceptance will be provided to the Association.
26

27 When amounts have been correctly deducted and remitted by the Employer the Association shall save
28 the Employer harmless against any claims, legal or otherwise, for deduction of dues based on
29 information furnished by the Association if the Association is given the opportunity to provide all
30 necessary legal services to defend such claims.
31

32 The Employer will deduct specified dues except from those individuals that have notified the Employer in
33 writing within ten (10) calendar days after eligibility for representation, or have notified the Association
34 during the first ten (10) calendar days following the effective date of this Agreement, that such dues are
35 not to be deducted.
36

37 Failure of any employee to revoke dues deductions or decline membership by the agreed upon method
38 and/or within the agreed upon timelines specified in the Article will result in membership in the
39 Association.
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41 Section G The principal or head of each school and the Association building representative(s) shall
42 meet upon request at least bimonthly to discuss implementation of the provisions of this Agreement and
43 other items of mutual concern.
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45 Section H The Superintendent and/or designee and the Association president and/or designee shall
46 meet at least bimonthly to discuss implementation of the provisions of this Agreement and other items of
47 mutual concern.
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49 Section I The Employer shall provide the Association on the same schedule as used for dues deduction
50 transmittal, the following information electronically:
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- 52 1. Employee's name (last, first)
- 53 2. Dues deduction status

- 1 3. Employee's Social Security number
- 2 4. Employee's mailing address (including zip code)
- 3 5. Employee's work location (where the checks are received)
- 4 6. Employee's seniority date
- 5 7. Current valid certificates (up to 8 endorsements)
- 6 8. Race/sex code
- 7 9. Salary schedule placement (rank and steps)
- 8 10. Career incentive increments
- 9 11. Extra Service Pay Schedule Assignments
- 10 12. Employee's home phone number(s)

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

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

17
18 Section K The Employer shall make available upon written request by the Association copies of each
19 school building's monthly budget report, activity fund, vending machine funds, any athletic funds, and
20 any and all other building accounts. The reports will be provided by computer disk or hard copy at the
21 District's discretion.

22
23 Section L Any and all district-wide committees shall have Association representation. All such
24 Association representation shall be appointed by the President of the Association. Nothing contained
25 herein shall preclude the Employer from appointing additional employees to committees that are not
26 appointed by the Association. Should either party object to an employee appointed by the other party,
27 the parties shall meet and confer prior to final appointment.

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30 **ARTICLE 5 - EMPLOYEE RIGHTS**

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

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36 Section B The Association agrees not to discriminate with regard to representation of employees in the
37 administration of this Agreement or with regard to terms and conditions of membership because of age,
38 gender, disability, race, marital status, color, creed or national origin.

39
40 Section C The Parties agree that the provisions of this Agreement shall be applied to all employees
41 without discrimination on the basis of membership or non-membership in the Association.

42
43 Section D Nothing contained herein shall be construed to deny or restrict any rights any employees may
44 have under the Constitutions and Laws of the United States or of the Commonwealth of Kentucky.

45
46 Section E No adverse action of any kind shall be taken by the Employer or any of its agents against any
47 employee for reason of participation in negotiations, the administration of this Agreement, the
48 performance of duties or the exercise of the rights of citizenship. No adverse action of any kind shall be
49 taken by the Association or any of its members or agents against the Employer, the Superintendent or
50 other administrators for reason of participation in negotiations, the administration of this Agreement, the
51 performance of duties, or the exercise of the rights of citizenship.

52
53 Section F The private life of an employee is not within the appropriate concern or attention of the

1 Employer except when it adversely affects fulfillment of the employee's professional responsibility.

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

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6 Section H All employees shall carry out the following responsibilities:

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

12
13 Section I Neither the employee nor the Employer shall tape-record a meeting without the knowledge of
14 the other.

15
16 Section J When information is available in the School Center office, employees shall be informed when
17 special education students and/or students with special needs/health are placed into a particular class.

18
19 Section K The Employer and Employees agree to implement and comply with all applicable provisions
20 of Commonwealth of Kentucky law governing student discipline records and reporting procedures. The
21 Employer shall notify each employee, where applicable, of the existence of any permanent student
22 discipline records, as defined by the law, that pertain to the students to whom the employee provides
23 educational or related services. The employer shall share the contents of those student discipline files
24 with each employee within seven (7) days that the student is placed in their classroom.

25
26 The parties agree to comply with all confidentiality and reporting requirements concerning student
27 records as required by law.

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

36
37 The following articles shall not be deviated from in the implementation of SBDM:

38	Article 7	Student Discipline
39	Article 8	Employee Evaluation
40	Article 9	Employee Discipline
41	Article 10	Personnel Files
42	Article 16	Transfers
43	Article 18	Lay-Off/Recall
44	Article 27	Compensation
45	Article 29	Grievance Procedure

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

50
51 Section M The Parties agree that SBDM Councils may adopt and enforce policies pertaining to the
52 matters that are dealt with in the provisions of the Agreement that are listed below even if the adopted
53 policies conflict with these provisions. However, the provisions of the Agreement that are listed below

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

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6 Article 6 (Academic Freedom),
7 Section(s) C and D
8 Article 11 (Teaching Load and Duty Hours),
9 Section(s) A, B, C, D, E, F, H, K and Q
10 Article 12 (Class Size),
11 Section(s) A, B, C, E, and F
12
13 Article 13 (Materials and Facilities),
14 Sections(s) A, B, C, E, F and H
15 Article 15 (Assignment), Preamble
16 Section(s) A, B, C and I
17 Article 23 (Team Leaders, Dept. Heads
18 and Grade Group Leaders)
19 Article 24 (Librarians), Section B
20

21 Section N The provisions of this Agreement apply to part-time employees, including any retirees
22 included in the bargaining unit, except Article 11 (Teaching Load and Duty Hours), Article 15
23 (Assignment), Article 16 (Transfers), Article 26 [Leaves of Absence, Section C (Emergency Leave) and
24 Section D (Personal Leave)], and Article 27 [Section A (Compensation Schedules), Section B (Insurance
25 and Fringe Benefit Pool), and Section C (Early Retirement Benefit Schedules)].
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27 Sick leave shall be prorated monthly or major fraction thereof and compensation shall be prorated from
28 the salary schedules in Article 27.
29

30 Section O Employees and administrators shall be treated in a professional manner at all times.
31

32 Section P Employees shall not be required to transport parents. Employees will also not be required to
33 transport students unless it is a part of the regularly assigned duties.
34

35 Section Q Employees, except Resource Teachers, shall not be required to chair ARCs.
36

37 Section R Early Childhood classrooms shall be staffed according to the requirements of the
38 Commonwealth of Kentucky.
39

40 Section S All student records, when requested, shall be forwarded to the receiving school within seven
41 (7) days, if available.
42

43 Section T The Employer shall provide Safe Crisis Management training for any employee requesting
44 such training.
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46 Section U If requested by any employee, employee votes shall be by secret ballot.
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48 ARTICLE 6 - ACADEMIC FREEDOM 49

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51 The Parties agree that academic freedom is an integral part of the attainment of education goals of the
52 school system.
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1 Section A The Parties agree that young people should be educated in the democratic tradition which
2 fosters a recognition of individual freedom and social responsibility, inspires meaningful awareness of
3 and the respect for the Constitutions and Laws and instills appreciation for the value of individual
4 personality. It is recognized that these values can best be transmitted in an atmosphere which is free
5 from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom is
6 encouraged and enjoyed.

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

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

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

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29 **ARTICLE 7 - STUDENT DISCIPLINE**

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31 Section A The Parties agree to effectively carry out the Code of Acceptable Behavior and Discipline and
32 the Student Bill of Rights adopted by the Employer. The Association shall be a party to any evaluations
33 and necessary revision of this Code which shall continue to provide for elementary, middle and high
34 school needs.

35
36 Section B Principals and school heads shall review annually with employees the procedures and
37 provisions of the Code of Acceptable Behavior and Discipline and the Student Bill of Rights.

38
39 Section C The provisions of the Code of Acceptable Behavior and Discipline and the Student Bill of
40 Rights shall be subject to the Grievance Procedure.

41
42 Section D The Employer shall strive to provide a learning environment that is safe and free from
43 interruptions by disruptive students.

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45 Section E Employees may, in compliance with the Code of Acceptable Behavior and Discipline and the
46 Student Bill of Rights, temporarily remove a disruptive student from the classroom.

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49 **ARTICLE 8 - EMPLOYEE EVALUATION**

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51 The performance of all employees shall be evaluated according to procedures developed by the
52 Employer or its agents. Such procedures shall be limited by the provisions of Section A. Upon the
53 observation of significant deficiencies in work performance, the provisions of Section B or C, whichever

1 is applicable, shall be followed in addition to those in Section A. Any evaluation used as a basis for
2 adverse action shall be conducted according to Section B or C in addition to Section A.
3

4 Section A General Evaluation Procedure
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- 6 1. All monitoring or observation of work performance of an employee shall be conducted openly and
7 with full knowledge of the employee.
8
- 9 2. All evaluations shall be in writing. If evaluation forms not requiring narrative style are used they
10 shall be jointly designed by the Parties.
11
- 12 3. Observation by the evaluator shall be required prior to the evaluation of an employee's classroom
13 work performance.
14
- 15 4. Evaluations shall acknowledge the strengths of employees, as well as deficiencies, and shall
16 note all data used to support the conclusions made by the evaluator. The evaluator shall make a
17 fair and objective effort to determine whether deficiencies have been corrected.
18
- 19 5. Employees shall be evaluated only by appropriate administrators with rating authority in
20 compliance with state law and regulation.
21
- 22 6. The evaluator shall take into consideration and note in writing any circumstances that may
23 adversely affect an employee's performance.
24
- 25 7. Student test scores may be used to evaluate achievement and progress of students and the
26 district's instructional program; however, these scores shall not be used in any way to evaluate
27 the work performance of employees unless they agree voluntarily.
28
- 29 8. A conference shall be held between the evaluator and the employee after the written evaluation
30 is received by the employee.
31
- 32 9. The employee shall be notified in advance of the time and date of one (1) observation for
33 evaluative purposes.
34
- 35 10. Evaluations must be completed by no later than April 15 and submitted to the employees by no
36 later than May 1 except for those employees who have been identified as having significant
37 deficiencies in which case the provisions in Section B of this article will apply.
38
- 39 11. The performance of all itinerant/traveling employees shall be evaluated by each principal.
40
- 41 12. An Advisory Committee, including employees nominated by the Association shall be established
42 annually for the purpose of reviewing and recommending modifications, if any, to the evaluation
43 plan.
44
- 45 13. Tenured employees will be evaluated at least every three years. Non-tenured employees will be
46 evaluated yearly. Employees on deficiency may be evaluated within the year of the deficiency.
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48 Section B When significant deficiencies in work performance have been observed:
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- 50 1. They shall be noted in writing and discussed with the employee in a conference.
51
- 52 2. The evaluator shall observe the employee's work performance a minimum of four (4) 30-minute
53 periods within a twelve-week period (60 worked days) beginning with notification. For the
employee not assigned to a classroom, the evaluator must observe the work performance of the

1 employee for four (4) 30-minute periods when the employee is fulfilling the employee's job
2 responsibilities.

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- 4 3. Each observation shall be followed by an evaluator/evaluatee conference within the first five (5)
5 days the employee is at work following the observation.
- 6
- 7 4. The evaluator shall identify professional staff services and/or materials which the employee may
8 use to help correct the identified deficiencies. There shall be identified at least one (1)
9 professional staff person who will not evaluate the employee.
- 10
- 11 5. The evaluator shall summarize the observations and conferences in writing and provide a copy to
12 the employee.
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14 Section C Exception

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

23
24 Section D KTIP interns will be provided release time to observe other employees if recommended by
25 their KTIP committee.

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28 ARTICLE 9 - EMPLOYEE DISCIPLINE

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

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- 35 1. The employee has had opportunity to have foreknowledge of the possible or probable disciplinary
36 consequences of the conduct or performance.
- 37
- 38 2. The rule or order is reasonably related to the efficient and safe operation of the district.
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- 40 3. Before administering discipline, the employer did make an effort to discover whether the
41 employee did, in fact, violate a rule, regulation or order of management.
- 42 4. The employer's investigation was conducted fairly and objectively.
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- 44 5. The investigation produced substantial evidence or proof that the employee was guilty as
45 charged.
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- 47 6. The district applied its rules, orders, and penalties without discrimination.
- 48
- 49 7. The degree of discipline administered in the particular case reasonably related to (a) the
50 seriousness of the employee's proven offense, and (b) the employee's record of district service.
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52 All information forming the basis for disciplinary action will be made available to the employee.

1 Section B Any employee who is to be reprimanded in writing or formally disciplined by the Employer or
2 its agents shall have the right to a meeting with the Superintendent/designee. A representative of the
3 Association may be present when requested by the employee. Any employee who is to be reprimanded
4 in writing shall have the right to a meeting with the person issuing the written reprimand.
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6 Section C Any complaint made against an employee which may be used in any manner to adversely
7 affect the employee shall be first promptly called to the attention of the employee. The employee must
8 be afforded an opportunity to answer the complaint and meet with the complainant within two weeks of
9 receipt of the complaint in order to clarify the situation.
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11 In order for the complaint to be made a matter of record, the principal or appropriate administrator must
12 then discuss the matter in a conference with the employee absent the complainant at which time the
13 employee may have a representative of the Association present. A written summary of the conference
14 shall be made with a copy provided to the employee who will have the opportunity to make a written
15 response for inclusion in the record. The written summary may then be used to support a reprimand, if
16 appropriate, or as a part of the next formal written evaluation.
17

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

27 ARTICLE 10 - PERSONNEL FILES

28 Section A Contents

- 29
- 30 1. No documents except those listed below shall be placed in an employee's personnel file:
 - 31 a. Certification/License, Ranks under
32 Foundation Program
 - 33 b. Change of Status forms, Re-Election forms, Requests/Approvals of Leaves of Absence and
34 correspondence relating to such requests
 - 35 c. Transcripts, Official Notifications from Universities/Colleges
 - 36 d. Applications, Letters of Application, Health Data, Verification of experience and training,
37 Retirement System Membership Application
 - 38 e. Resume'
 - 39 f. Contracts of employment, job offers, acceptance of job offers
 - 40 g. Confidential information (See Section A 3)
 - 41 h. Evaluations, Complaints which have been made a matter of record, Reprimands, and
42 Commendations
 - 43 i. Previous employment data
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1
2 j. Professional Staff Data forms

3
4 k. Salary cards

- 5
6 2. An employee may within ten (10) days after receipt of an evaluation, complaint, or discipline
7 action file a written response to the document. The employee shall provide a copy of the
8 response to the originator of the evaluation or discipline action and a copy to Personnel Services
9 for attachment to the document. The employee shall provide a copy of the response to a
10 complaint to the principal or immediate supervisor and a copy to Personnel Services for
11 attachment to the complaint.
12
13 3. All references and information originating outside the school system on the basis of
14 confidentiality, references and letters of recommendation obtained within the system in the
15 process of recommending the employee for employment or change in position shall not be
16 available for review by the employee. This is the only confidential information that may be kept in
17 the personnel file.
18
19 4. There shall not be established a separate confidential personnel file.
20
21
22

23 Section B Review of File

- 24
25 1. Except for the confidential contents therein, an employee may examine the personnel file upon
26 request. A Personnel Services representative must be present when the file is reviewed.
27
28 2. An employee may request and shall receive at the employee's expense a reproduction of any
29 item in the personnel file, exclusive of the confidential contents.
30
31 3. An employee may have a representative of the Association present at any time the personnel file
32 is being reviewed by the employee.
33
34

35 **ARTICLE 11 -TEACHING LOAD AND DUTY HOURS**

36
37 Section A The normal weekly teaching load in the senior high schools, middle schools, and special
38 schools (except exceptional child education schools) will be no more than twenty-five (25) teaching
39 periods or equivalent time, and five (5) preparation periods. If a school is structured so that it has more
40 or less than six periods in a school day, the teachers will be provided no less than fifty (50) consecutive
41 minutes for planning. A supervised study or lunch period or similar duty of equivalent time shall be
42 considered a teaching period for which volunteers will be given priority.
43

44 Section B Because of pupil arrival/departure times and programmatic requirements there must be
45 provisions for flexibility from school to school and within schools in establishing employees' duty hours.
46 Principals shall first seek volunteers for early and late duty. If there are not enough volunteers the
47 principal shall assign employees on a rotation basis to early or late duty.
48

49 Itinerants in elementary schools shall only be required to do the ten (10) minutes rotation at their home
50 school.
51

52 The normal duty hours of employees, except for elementary teachers, social workers, resource teachers,
53 special instructional assistants and other such employees shall not exceed seven (7) consecutive hours

1 in length including a duty-free lunch period.
2

3 The normal duty hours of elementary teachers shall not exceed six (6) hours and fifty (50) minutes
4 including duty-free lunch periods. These employees may be scheduled for an additional length of time
5 up to ten (10) minutes on a rotation basis immediately preceding or following normal duty hours as
6 needed for the supervision of pupils.
7

8 The normal duty hours of social workers, resource teachers, special instructional assistants in schools,
9 and other such employees shall not exceed seven and one-half (7 1/2) consecutive hours in length
10 including a duty-free lunch period.
11

12 Upon notification to the school office and approval by the principal or school head, an employee may
13 leave the premises during duty hours.
14

15 Section C Routine matters should be handled in such a way (written communications, announcements,
16 etc.) as to permit optimum use of faculty meeting time for discussion, planning, and evaluation of the
17 school's program. A written agenda, with specificity, shall be distributed by noon of the day before
18 regularly scheduled faculty meetings. Absent a timely agenda, a faculty meeting will not occur. Faculty
19 meetings shall begin no later than fifteen (15) minutes after the student day and shall last no longer than
20 sixty (60) minutes. Attendance at faculty meetings and all other meetings beyond the employee's
21 normal duty hours shall not exceed one (1) hour per week.
22

23 Section D Every reasonable effort will be made to schedule Open House as far in advance as possible.
24 There will be no mandatory faculty meetings during the week that an Open House is held. Attendance
25 at all other meetings and all other duties beyond the employee's normal duty hours shall be voluntary
26 except for parent conferences which shall be scheduled when possible to take place within normal duty
27 hours. Mandatory attendance at meetings, including ARCs, beyond the one (1) hour per week will be
28 paid at the hourly rate of pay except for Open House and parent conferences.
29

30 The Employer agrees to provide reasonable advance notice of conferences and/or meetings beyond the
31 regularly scheduled work day.
32

33 Section E Employees in the senior high schools and middle schools shall not be required to have more
34 than three (3) teaching preparations concurrently during any one major grading period.
35

36 Principals or heads of schools shall make every reasonable effort to keep to a minimum the number of
37 different courses taught per employee.
38

39 Section F Elementary teachers (primary program through grade 5) shall normally be provided two
40 hundred (200) minutes of preparation time per week for the school year.
41

42 To the extent possible, planning time will be provided each day and will be balanced throughout the
43 week.
44

45 Section G All employees shall have a duty-free lunch period of at least twenty (20) minutes.
46

47 Section H The Parties recognize that a teacher's primary responsibility is to teach. The school day shall
48 be organized toward ensuring that the energies of the teacher are used primarily to this end. Every
49 reasonable effort will be made to contain and reduce non-instructional duties through the use of all
50 available school resources.
51

52 Section I Employees shall not be required to give medication to students unless they have been
53 provided with specific written instructions and training where appropriate and with signed notarized

1 requests by parents or guardians.
2

3 Section J The Employer shall maintain a program to provide substitutes for teachers when they are
4 absent. This provision shall not apply to providing substitutes for social workers, reading and math
5 resource teachers, special instructional assistants, speech and hearing impaired teachers, middle school
6 and high school and special school librarians, elementary exceptional child education resource teachers,
7 federal program/grant award teachers, and other such employees.
8

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

14 Section K Employees are to attend the faculty meeting at the school where they end their day.
15

16 Section L Every reasonable effort will be made to reduce paperwork.
17

18 Section M Elementary itinerant employees shall collaborate in the development of their teaching
19 schedule with the building teaching staff and the building principal. The itinerant teaching schedule shall
20 not be altered without involving the same collaborative process.
21

22 Section N Itinerant elementary art, music, physical education and computer teachers shall have no
23 more than one (1) hall bulletin board assigned to them for preparation per building assigned.
24

25 Section O Itinerant elementary art, music, physical education and computer teachers shall have no
26 more than one major and one minor exhibition in each school. It is also the responsibility of the itinerant
27 teachers to work with regular teachers when preparing other programs.
28

29 Section P Itinerant/traveling teachers are to report absence to the principal of the first school to which
30 they are assigned on the days of the absence, and are to request a substitute through the substitute
31 center. All principals are responsible for reporting itinerant/traveling teachers' absences daily to the
32 home location for payroll records.
33

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

37 ARTICLE 12 - CLASS SIZE

38
39
40 Section A The Parties agree that the following are important factors in establishing class size:
41

- 42 1. Range of pupil age and achievement levels;
- 43 2. Pupil enrollment in achievement levels and courses;
- 44 3. Exceptionality of pupils enrolled in regular program classes;
- 45 4. Number of available usable pupil stations;
- 46 5. Appropriateness of the facility to the curriculum and methods of instruction to be used;
- 47 6. Availability of equipment for adequate teaching demonstration and pupil use;
- 48
- 49
- 50
- 51
- 52
- 53

- 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)
- Grades 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. Exceptional Child Education

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

“Caseload for special classes” means the number of children with disabilities assigned to a teacher of exceptional children for the purpose of providing individualized specially designed instruction and related service in a special class setting.

“Case load for resource teachers” refers to the maximum number of student records for which a teacher can be assigned.

“Class size for resource classes” means the number of children with disabilities assigned to a teacher of exceptional children per period, block, or specified length of time set by the individual school.

DISABILITY	CASELOAD	TOTAL	MAXIMUM NO.	AGE
------------	----------	-------	-------------	-----

1	AND CLASS		AGE	PER	RANGE
2	PLAN		RANGE	PERIOD	PER
3					PERIOD
	<u>Visual Disability</u>				
	Special Class	10	6 Years	NA	NA
	Resource Room	10	6 Years	8	4 Years
	<u>Hearing Impaired</u>				
	Special Class	6	4 Years	NA	NA
	Resource Room	8	6 Years	8	4 Years
	<u>Physical Disability and Other Health Impaired</u>				
	Special Class	16	6 Years	NA	NA
	Resource Class	20	6 Years	10	6 Years
	<u>Speech-Language</u>	65	NA	NA	NA
	<u>Emotional-Behavioral Disability</u>				
	Special Class	8	4 Years	NA	NA
	Resource Class	15	6 Years	8	4 Years
	<u>Mental Disability</u>				
	<u>Mild Level</u>				
	Special Class				
	Primary-6	15	4 Years	NA	NA
	Secondary 7-12	15	4 Years	NA	NA
	Resource Class				
	Primary-5	15	6 Years	8	4 Years
	6	15	6 Years	10	4 Years
	Secondary 7-12	20	6 Years	10	4 Years
	<u>Functional Mental Disability</u>				
	Special Class	10	6 Years	NA	NA
	Resource Class	10	6 Years	8	6 Years
	<u>Specific Learning Disability</u>				
	Special Class				
	Primary-6	10	4 Years	NA	NA
	Secondary 7-12	15	4 Years	NA	NA
	Resource Class				
	Primary-5	15	6 Years	8	4 Years
	6	15	6 Years	10	4 Years
	Secondary 7-12	20	6 Years	10	4 Years
	<u>Multiple Disability</u>				
	Special Class	10	6 Years	NA	NA
	Resource Class	10	6 Years	8	6 Years

Home/Hospital 12
Itinerant

Hospital 15
Instruction

- 1
2 5. "Collaboration" means, for purposes of determining class size, a teacher of exceptional children
3 who works with children with disabilities in the regular classroom to provide specially designed
4 instruction and related services. If a teacher of exceptional children provides services through
5 the collaborative model, the maximum caseload shall not exceed twenty (20) children with
6 disabilities for secondary, and fifteen (15) children with disabilities for primary. When using the
7 Collaborative Teaching Model, the special education teacher does not count as additional
8 teacher in the general education classroom for the purpose of increasing the number of students
9 in given class.
- 10
11 6. The teacher pupil ratio for on-site state agency school programs serving state agency children
12 shall average no more than ten (10) students to one (1) teacher without a classroom aide and
13 fifteen (15) students to one (1) teacher with a classroom aide. A classroom that exclusively
14 serves students with the educational disabilities shall comply with teacher pupil ratios for ECE
15 classrooms.
- 16
17 7. Children with disabilities that meet the definition of autism; deaf-blindness; developmental delay
18 for ages six (6), seven (7) and eight (8); and traumatic brain injury shall be served in regular
19 classes, special classes, or resource classes as determined by the ARC.
- 20
21 8. If caseload for special classes or class size for resource classes exceeds the maximum specified
22 in this section for thirty (30) days, a LEA shall submit a waiver request to the Kentucky
23 Department of Education.

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

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

29
30 Section E Every reasonable effort will be made to keep the number and range of elementary pupil
31 instructional achievement levels to a minimum.

32
33 Section F Optimum consideration shall be given to the number of exceptional child education pupils
34 mainstreamed into regular classes in determining class size and balancing workload.

35
36 Section G The Parties agree that Section B will be automatically reopened for negotiations within twelve
37 (12) days following action to change by law or regulations any class size maximum limits as of the
38 effective date of this Agreement when such changes are different from the limitations specified therein
39 and that such negotiations will be limited to the affected changes within that section.

40
41 Section H If it becomes necessary to exceed maximum class size, the involved teacher will have the
42 following alternatives:

- 43
44 1. Compensation – Teachers will receive 1/12 (one-twelfth) of 10% of the daily rate for Step 0, Rank
45 III per day above their regular daily compensation for each thirty (30) minutes or major fraction
46 thereof (16 minutes) for each student that exceeds their maximum class size after the 20th pupil
47 day from the start of the school year,
- 48

1 or

- 2
- 3 2. Instructional Assistance – Teachers will receive a full time instructional assistant for the period of
- 4 time following the 20th pupil day that their class size exceeds the maximum. If the class exceeds
- 5 the maximum by three (3) students or more, the teacher will receive two full time instructional
- 6 assistants for the period of time following the 20th pupil day that their class size exceeds the
- 7 maximum.
- 8

9

10 ARTICLE 13 - MATERIALS AND FACILITIES

11

12 Section A The Parties recognize that optimum school facilities for both students and employees are

13 desirable to enhance a high quality of education. Appropriate texts, library reference materials, maps

14 and globes, laboratory equipment, audio-visual equipment, art supplies, physical education equipment,

15 current periodicals, lesson plan books, standard tests and questionnaires, telephones, computers and

16 computer networks, and similar materials are the tools of the teaching profession.

17

18 Section B Employees shall be provided with materials and facilities for lesson preparations and other

19 assigned duties. The Employer shall provide for employees the following:

20

- 21 1. Access to duplicating services for the preparation of instructional materials;
- 22
- 23 2. Chalk boards, fans, file cabinets and bulletin boards where applicable;
- 24
- 25 3. Curriculum guides and desk copies of textbooks and workbooks required for classes which will
- 26 remain the property of the Employer and shall be returned; however, desk copies of state
- 27 adopted textbooks shall be in the form of teaching manuals;
- 28
- 29 4. Classrooms or workspace as defined and approved according to state regulations;
- 30
- 31 5. Record books, lesson plan books, paper supplies, chalk, erasers and other such supplies and
- 32 materials required by the Employer in daily teaching responsibilities including materials for art,
- 33 music, physical education and computer in the elementary schools;
- 34 6. Restrooms;
- 35
- 36 7. Custodial care and maintenance;
- 37
- 38 8. A telephone in each standard classroom;
- 39
- 40 3. Restoration of teaching areas damaged by vandalism or other causes;
- 41
- 42 4. Internet access;
- 43
- 44 5. Access to electronic mail service; and
- 45
- 46 6. Lockable storage space.
- 47

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

49

- 50 1. Lockable desk where applicable;
- 51
- 52 2. Lounges for which they will be expected to exercise reasonable care;
- 53

- 1 3. Parking facilities (preferably off-street);
- 2
- 3 4. A system whereby employees can effectively and expeditiously communicate with the school
- 4 office in the event of an emergency; and
- 5
- 6 5. Television receivers for supplementary instructional purposes.
- 7

8 Section D The Parties agree to encourage SBDM Councils to provide an opportunity to request budget

9 expenditures for instructional materials and supplies.

10

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

12

13 Section F All employees shall know the amount of money budgeted for their classrooms at least 30

14 days prior to expending the money. Principals or school heads shall provide the employees with

15 information on the amount of money budgeted for instructional purposes prior to expending the money.

16

17 Section G Upon the request of employees, principals shall install drink and snack vending machines in

18 the lounges or other suitable locations.

19

20 ARTICLE 14 - SAFETY

21

22

23 Section A The Parties agree that it is the responsibility of the Employer to provide and maintain a safe

24 place of employment. Consistent with the employee's assignment, it is the responsibility of the

25 employee to report observed unsafe or hazardous practices or conditions. The principal or immediate

26 supervisor will contact duly qualified personnel who will in turn make a timely inspection and take steps

27 to remedy the condition. Employees shall not be required to work under reported conditions found to be

28 detrimental to their health, safety or well-being.

29

30 Section B Employees shall not be required to perform tasks which endanger their personal health,

31 safety or well-being and/or the personal health, safety and well-being of their pupils.

32

33 ARTICLE 15 - ASSIGNMENT

34

35

36 The Parties agree that the Employer and its agents have and retain the legal right to assign employees

37 to carry out its duties and responsibilities under federal and state laws and regulations and court orders

38 subject to the provisions of this article.

39

40

41 Section A In high schools and middle schools the principal or school head after consulting with the

42 department head, will decide which courses to offer in each department. The principal shall have the

43 responsibility and the authority to assign teacher employees within a school to a department(s) based

44 upon the following criteria:

45

- 46 1. seniority
- 47
- 48 2. certification
- 49
- 50 3. preference
- 51
- 52 4. measurable employee capabilities
- 53

1
2 5. needs of educational program

3
4 6. balance of workload

5
6 The principal after meeting with members of a department to discuss application of the above mentioned
7 criteria shall apply the criteria in determining class assignments.

8
9 Section B In the elementary school the principal or school head will meet with the teacher employees in
10 the school to determine any changes in the assignment of teacher employees to each grade level(s).
11 Assignments will be made using the following criteria:

12
13 1. seniority

14
15 2. certification

16
17 3. preference

18
19 4. measurable employee capabilities

20
21 5. needs of educational program

22
23 6. balance of workload

24
25 Section C Employees shall be given written notice of their intra-school assignments for the forthcoming
26 year not later than June 15. In the event that changes in these assignments are made after June 15th,
27 the employees so affected will be notified promptly of the unforeseen situation.

28
29 Section D Employees will not be assigned, except temporarily or for good cause, outside the scope of
30 their teaching certificates or their major or minor fields of study unless they agree.

31
32 Section E When employees are involuntarily assigned to a position outside the scope of their teaching
33 certificate, they will be given an opportunity for assignment to a position for which they are properly
34 certificated when vacancies occur.

35
36 Section F In arranging schedules for employees who are assigned to more than one school the amount
37 of inter-school travel will be limited. Employees who are assigned to more than one school in a school
38 day will receive mileage reimbursement consistent with the Commonwealth of Kentucky approved rate
39 and procedures. Rate changes, if any, will become effective July 1 each year. The Employer will
40 provide time to travel between schools.

41
42 Section G Special area teachers such as elementary art, music, physical education and computer
43 services shall not be provided for Head Start or preschool classes.

44
45 Section H All elementary art teachers shall be provided with five (5) minutes between classes for set up
46 purposes when there is a change of grade level.

47
48 Section I The following provisions will be utilized in staffing and determining conditions of employment
49 for employees in the Jefferson County High School:

50
51 1. Teaching opportunities in the Jefferson County High School are advertised in The Job List for a
52 two (2) week period. To be assured of first consideration, applications must be received in the
53 Personnel Office by the announced time. All employees must have a valid Kentucky teaching

1 license that will satisfy the program needs.
2

- 3 2. Hiring priority will be given to regular day employees who apply and then to employees on lay-off.
4 Applications of all others will be considered thereafter.
5
6 3. Employees under regular contract will be employed on extra service basis for the Jefferson
7 County High School and will be compensated according to the applicable provisions of the
8 collective bargaining agreement.
9

10
11 **ARTICLE 16 - TRANSFERS**
12

13 The Parties agree that the Board and its agents have and retain the legal right to transfer employees to
14 carry out its duties and responsibilities under federal and state laws and regulations and court orders
15 subject to the provisions of this article. A transfer may be requested by the employee or may be initiated
16 by the Superintendent or designee. The provisions of Section A shall apply except when transfers are
17 made according to Section F.
18

19 Section A General Procedures
20

- 21 1. On request, the Employer shall electronically provide the Association a list of all known teaching
22 vacancies which need staffing for the forthcoming school year. Prior to any teaching vacancies
23 being posted system-wide, employees within the schools affected shall have first consideration
24 for said positions as per the Assignment Article. All postings shall be placed in prominent
25 positions in the schools.
26
27 2. Employees desiring to transfer to another school shall electronically file a request with Personnel
28 Services no later than April 18th. Such requests shall include the organizational level(s) and/or
29 the area(s) for which the employee is certificated and desires to be assigned, the school(s) (a
30 maximum of five (5) in high school, middle school, elementary school, and special schools) to
31 which the employee desires to be transferred in order of preference, and the race of the
32 employee. An employee may list a professional frame of reference on the transfer form. The
33 professional frame of reference shall include only one of the following options:
34
35 a. Any position for which the employee is certified
36
37 b. Only positions covered by specific area(s) of certification listed by the employee
38
39 c. Primary only
40
41 d. Intermediate only
42
43 e. Title I Reading only
44
45 f. Title I Math only
46
47 g. Instrumental Music only
48
49 h. Vocal Music only
50
51 3. Employees requesting transfers will be ranked on a list according to their seniority in the
52 Jefferson County Public Schools. Employees must resubmit requests each year by April 18th in
53 order to remain on the transfer list.

- 1 4. Any employee who is designated as overstaff or who is returning from leave of absence for which
2 a specific position is not being reserved will be placed in the proper ranking on the transfer list.
3
- 4 5. If a position is not available within the professional frame of reference, the employee will not be
5 voluntarily transferred. A transferred employee will be assured an assignment within the
6 professional frame of reference for one year unless there are changes in the classroom
7 configuration, student enrollment, or teacher allocations at the school center in which case
8 Article 15 - Assignment - shall be implemented.
9
- 10 6. At the time the transfer is processed, the highest preference available will be granted to the
11 employee. The processing of a transfer removes an employee from the transfer list.
12
- 13 7. Transfers will be granted and vacancies staffed from the transfer list according to the needs of
14 the educational program, certification, seniority, employee preference, state laws and court
15 orders.
16
- 17 8. An employee requesting a transfer must accept the transfer made prior to the opening of school
18 unless the employee has previously notified in writing the appropriate administrator in Personnel
19 Services of a desire to withdraw the request.
20
- 21 9. The Association will be provided a transfer list by April 25th of each school year. The list shall
22 include the employee's name, seniority date, race, transfer status, and assignment schools
23 requested.
24
- 25 10. Every reasonable effort will be made to determine programs, including federal programs, and
26 identify the locations to which they are assigned as early as practicable so that employees may
27 take this information into account as they exercise their transfer rights.
28
- 29 11. A voluntary transfer is not available to a teacher on deficiency evaluation.
30
- 31 12. Newly employed ECE teachers will not be eligible for transfer assignment to a non-ECE position
32 for the first three (3) years of their employment.
33

34 Section B Teacher Transfer Selection

- 36 1. By April 25th of each school year, bargaining unit members shall elect by secret ballot three (3)
37 representatives to serve with the Principal on the Teacher Transfer Selection Committee. The
38 election of this Committee shall be conducted by the JCTA Professional Representative and the
39 Principal at a duly-called faculty meeting.
40
- 41 2. The Teacher Transfer Selection Committee shall receive from Personnel Services the names of
42 the three (3) most senior teachers requesting a transfer and agreeing to interview at that school.
43 The Teacher Transfer Selection Committee shall interview those seeking the transfer and based
44 on those interviews shall select, by majority vote, the teacher to be offered the transfer. Should
45 the teacher offered the transfer decline, the Committee may offer the position to one of the
46 remaining interviewed applicants. The Teacher Transfer Selection Committee shall comply with
47 all applicable state and federal statutes as well the JCPS Singleton Ratio in their selection
48 process.
49
- 50 3. A teacher declining an interview or a transfer offer from their voluntary list of transfer choices will
51 have their voluntary list destroyed and will be removed from the transfer list if their transfer is a
52 voluntary choice only.
53

- 1 4. The Employer reserves the right, in compliance with the JCTA/JCBE Agreement, to veto the
2 Teacher Transfer Selection Committee's decision should there be certified staff under contract
3 which would remain surplus if not assigned.
4
5 5. Schools utilizing the Teacher Transfer Selection process will have from April 25th to June 10th to
6 make their selections in accordance with the above procedures.
7

8 Section C From June 11th through July 31st, the Teacher Transfer Selection process will not be utilized
9 to fill vacancies. Vacancies filled during this time frame will be granted from the transfer list according to
10 the needs of the educational program, certification, seniority, employee preference, state laws, and court
11 offers.
12

13 After July 31, any employee who would have received a transfer based on the procedures herein shall
14 be granted the position at the beginning of the following school year.
15

16 Section D Transfers Resulting From Overstaff
17

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

41 Section E Transfer of Itinerants
42

- 43 1. When the composition of a grouping of schools changes because of fluctuation in pupil
44 enrollment, school closings, educational programs, or adjustments in staff allocations, any
45 employee who was assigned to a school in the previous grouping(s) shall be considered for the
46 new grouping(s) according to needs of the educational program, certification, seniority, and
47 employee preference.
48
49 2. School groupings not staffed by Section E 1 shall be considered vacancies.
50
51 3. Employees not assigned to schools according to Section E 1 or employees applying for a
52 voluntary transfer shall be placed on the transfer list.
53

1 4. The Parties agree that stability of itinerant pairings is important. To assist in achieving this goal,
2 the Employer shall form a committee to develop the yearly pairings. Teacher representatives on
3 any such committee shall be nominated by the Association.
4

5 5. Itinerant art, music, computer and physical education teachers will be offered the opportunity for
6 assignment to a full-time art, music, computer or physical education position which has become
7 available in their specific school grouping.
8

9 This action will be taken prior to declaring the opening vacant and available for staffing according
10 to Article 16, Sections A, B, C, D, E or F.
11

12 Itinerant teachers who decline the opportunity will be assigned according to Article 16, Section E.
13

14 The provision applies only to art, music, computer and physical education itinerant groupings in
15 the elementary schools.
16

17 Section F The Superintendent or designee for good cause and extenuating circumstances will execute
18 transfers as may be necessary for the efficient operation of the school district.
19

20 Section G The District could Section F a coach into a building.
21

22 A coach transferred into a building to accept a coaching responsibility would be subject to being
23 overstaffed to create a new vacancy for a newly assigned coach when the employee is no longer
24 coaching.
25

26 Coach for this provision means head football, head basketball and athletic director.
27

28 ARTICLE 17 - PROMOTIONS 29

30 The Parties recognize that assignments to promotional positions must be consistent with and conform to
31 state and federal laws and regulations, court orders and affirmative action programs.
32

33 Section A Promotional and/or administrative positions are defined as regular positions in the
34 administrative organization approved by the Board and paid at a higher rate than the teachers' salary
35 schedule and/or for which a certificate in administration and/or supervision may be required.
36
37

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

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

46 Section D All qualified employees shall be provided an opportunity to make an application for
47 administrative positions. Consideration shall be given to the applicant's general qualifications according
48 to the requirements of the position.
49

50 Section E When the qualifications of applicants are equal for meeting the requirements of first level
51 administrative positions such as, but not limited to, counselor and assistant principal, preference shall be
52 given to applicants who are already employed by the Employer.
53

Comment [ER1]:

1 Section F Applicants for a specific position who are not appointed by the Superintendent will be
2 notified.

3
4 ARTICLE 18 - LAYOFF/RECALL
5

6 Any layoff in teaching staff shall conform to this article and federal and state laws and regulations and
7 court orders.

8
9 Section A The following procedures shall apply to layoff:

- 10
11 1. The Superintendent/designee will meet with representatives of the Association to discuss the
12 need for the layoff and the approximate number of possible positions prior to the individual
13 personnel agenda notification to the Board.
14
15 2. The Employer shall suspend the contracts of the least senior teachers in the teaching fields
16 affected by the reduction when the reason is decreased enrollment of pupils.
17
18 3. The contract of a teacher employee on continuing contract shall not be suspended until all
19 contracts of teacher employees on limited contracts in fields affected by the layoff have been
20 suspended. No less senior person shall be allowed to remain in a teaching position for which a
21 more senior person is subject to layoff. The less senior person shall have certification restricted
22 for use in this District until all more senior employees in the certification area have been recalled.
23

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

27
28 Section C Employees on layoff shall have the right of recall in order of seniority to vacant positions in
29 the representation unit for which they are qualified or become qualified before these positions are staffed
30 by new applicants. Continuing contract teacher employees shall be recalled prior to limited contract
31 teacher employees.
32

33 Section D Employees on layoff: (1) will initially be offered recall to any assignment for which they are
34 certificated (fulfills legal obligations and removes from unemployment), (2) will be allowed to decline
35 recall to assignment outside their professional frame of reference which they have previously
36 designated, and (3) will, after the first contact, be offered recall only to assignments within their
37 professional frame of reference.
38

39 Section E Employees on layoff shall have the option at their expense to remain active participants in all
40 Employer and State paid insurance benefit programs to the extent they are available to the employees
41 from the carriers.
42

43 Section F Employees on layoff may apply for employment as substitute teachers and shall be given
44 preference before other substitute teacher applicants are employed.
45

46 Section G Employees will be credited with unused accumulated sick leave and placed on the proper
47 rank and step of the salary schedule upon return to active employment. They will not receive salary
48 increment credit for non-active employment time nor will such time count toward acquiring continuing
49 contract status.
50

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

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

6
7 **ARTICLE 19 - INSERVICE/PROFESSIONAL DEVELOPMENT**
8

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

13 Section B The Parties agree that continued accreditation by the Southern Association of Colleges and
14 Schools may be desirable. During Southern Association evaluations employees will carry out assigned
15 responsibilities as they pertain to accreditation procedures. The employees' responsibilities shall be
16 assigned as nearly equally among them as practicable.
17

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

23 Section D The Employer will pay full salary to employees participating in workshops, seminars,
24 conferences, in-service training and other such programs where employees are required by the
25 Employer to participate.
26

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

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

39
40 **ARTICLE 20 - ASSISTANCE IN ASSAULT/INJURY**
41

42 Section A Any case of assault/injury on an employee on or off school property when the employee is
43 engaged in school business shall be promptly reported in writing by the principal to the appropriate
44 administrator. An injury that is a result of disruptive behavior by a student(s) or adult, where the
45 employee was not a contributing factor, shall be considered an assault. Any dispute as to disruptive
46 behavior and/or contributing factor shall be settled by a joint committee of two administrators appointed
47 by the Superintendent and two employees appointed by the Association President.
48

49 Section B The Employer shall provide assistance for the purpose of advising the employee of rights
50 and, upon request, to accompany the employee in court appearances. The Employer shall assist the
51 employee by obtaining from the police and the principal relevant information concerning the alleged
52 offender and by acting in other appropriate ways as liaison between employee, school officials and
53 police. This assistance is intended to apply solely to the criminal aspect of any cases arising from such

1 assault/injury.
2

3 Section C Time required for appearance in any criminal aspect of a legal proceeding connected with an
4 assault/injury on an employee sustained in the course of employment shall be granted as leave and shall
5 not be deducted from sick or emergency leave days.
6

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

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

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

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

26 Section F In the case of a serious assault/injury every effort will be made to allow an employee to
27 transfer to another work location. Such an assault/injury must have occurred while the employee was
28 performing his/her duties.
29
30

31 ARTICLE 21 - SUMMER SCHOOL/EXTENDED SCHOOL SERVICES 32

33 Section A Teaching positions in the Summer School/Extended School Services will be staffed first by
34 qualified persons who are current employees in the Jefferson County Public Schools.
35

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

- 38 1. The Employer shall advertise that all employees interested in teaching Summer School may
39 apply and be placed on a rotation list by seniority. An employee will remain on the Summer
40 School rotation list and will be considered for Summer School employment any year in which the
41 employee submits an application to teach Summer School.
- 42 2. Employees may apply for specific school location(s) and teaching assignment or may submit
43 applications for any summer assignment for which qualified.
44
- 45 3. In extenuating circumstances an employee may at any time prior to an offer of summer
46 employment withdraw an application and maintain his/her position on the summer school rotation
47 list.
48
- 49 4. Employees employed in Summer School rotate to the bottom of the list for the next year.
50
- 51 5. Employees who have applied to teach Summer School and are offered a Summer School
52 position but refuse the position will drop to the bottom of the rotation list along with those who
53

1 worked Summer School.
2

- 3 6. Employees on lay-off or on leave are eligible to apply for Summer School positions and will be
4 placed on the list according to seniority. Employees applying for Summer School positions while
5 on leave must have formally requested to return to active status in the fall.
6
7 7. Employees who apply in years following formation of the first rotation list will be placed on the
8 bottom of the Summer School rotation list by seniority.
9

10 Section C Projected locations and teaching positions for Summer School if known shall be published by
11 May 1.
12

13 Section D Those employed in the Summer School may use up to two (2) days of sick leave
14 accumulated as of the end of their preceding contract year. Those employed in Extended School
15 Services where the program is conducted as an extended school year, and students are in attendance
16 on a daily basis, a teacher working in a program of 1 to 29 days is eligible to utilize one (1) sick leave
17 day. Those employed 30 days or more will be eligible to utilize two (2) sick leave days.
18

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

23 Section F
24

- 25 1. Employees providing services under the Extended School Services of KERA shall be paid their
26 hourly rate.
27
28 2. Selection of employees for teaching responsibilities in the Extended School Services program
29 with KERA and summer school shall be by:
30
31 a) Employees of the school will be selected in accordance with Article 15, Section A and B.
32
33 b) If the position is not filled by one of the above methods, the position will be filled by the
34 process outlined in Section B of this article.
35

36 Section G Employees requested to teach an additional period shall be paid their hourly rate for the extra
37 hour of assigned duties which shall be a planning period to be completed at their work location. No
38 employee shall be required to teach an additional period. Employees shall be selected for this
39 assignment using Article 15 of this Agreement.
40

41
42 ARTICLE 22 - SCHOOL CALENDAR
43

44 Section A The Parties agree that the Superintendent will appoint employees to serve on the School
45 Calendar Committee from among those nominated by the Association.
46

47 Section B The employee representatives on the Committee shall have the opportunity to offer
48 suggestions and make recommendations with respect to the development of the annual School
49 Calendar.
50

51 Section C The Superintendent's recommendation to the Employer pertaining to the annual adoption of
52 the School Calendar shall be provided to the Association at least two weeks in advance of the
53 recommendation.

1 Section D The School Calendar shall provide:
2

3 187 paid days for each year of this agreement including:
4 4 paid holidays
5 4 in-service days of which at least three (3)
6 will be flexible in-service days
7 1 opening day
8 1 closing day
9 One-half (1/2) of the opening and closing
10 days shall be used solely for the purpose
11 of the employees opening and closing their
12 assigned area.
13

14 Two parent-teacher conference days are added to the school calendar as extended employment.
15 Teachers will be paid their normal per diem as defined in the Agreement for participating in the
16 scheduled parent-teacher conference days.
17

18 A work day during the five (5) weekdays preceding the opening day of the school calendar may be an
19 extended employment day for teachers. Teachers will be paid their normal per diem as defined in the
20 Agreement for participating in the scheduled work day.
21

22 Section E The School Calendar shall also provide employees a five-day unpaid Spring Vacation unless
23 required for make up of emergency closing days.
24
25

26 ARTICLE 23 - TEAM LEADERS, DEPARTMENT HEADS AND GRADE GROUP CHAIRPERSONS 27

28 Team Leaders, Department Heads and Grade Group Chairpersons will be selected annually by the
29 principal or school head in conjunction with the employees in that department, team or grade group.
30

31 32 ARTICLE 24 - LIBRARIANS 33

34 Section A One librarian in each school shall be employed a minimum of seven (7) days extended time.
35 When requested by the librarian and approved by the principal, the extended time may be divided
36 between the opening and closing of school.
37

38 Section B The librarian(s) shall collaborate with the building teaching staff and the building principal in
39 developing the library schedule. The library schedule shall not be altered without involving the same
40 collaborative process.
41

42 Section C The District shall strive to see that all school library media centers meet guidelines of the
43 Southern Association of Colleges and Schools.
44
45

46 ARTICLE 25 - EXCEPTIONAL CHILD EDUCATION 47

48 The Employer recognizes its responsibility to provide exceptional child education employees with
49 facilities, materials, and services appropriate to fulfilling their duties consistent with the provisions of
50 IDEA - Individuals with Disabilities Education Act as amended and resulting regulations.
51

52 Section A All appropriate employees shall have the opportunity to participate in ARC meetings as
53 required by federal and state laws/regulations. All employees involved in the instruction of exceptional

1 child education students shall have a copy of the IEP and have it explained, if needed.
2

3 Section B Conferences or meetings with parents or legal guardians resulting from IDEA - Individuals
4 with Disabilities Education Act - as amended in which employees are required to participate shall be
5 scheduled during employees' duty hours whenever possible. The ARC chairperson or designee will take
6 into consideration the classroom teacher(s) schedule when arranging for ARC meetings.
7

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

11 Section D Exceptional child education employees shall be provided time to the extent practicable during
12 duty hours to use for the testing of pupils as required by the school system.
13

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

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

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

23 Section H ECE Resource Consultants will work with School/Staff Team (SST), when requested by the
24 Team, to develop appropriate interventions for students.
25

26 27 ARTICLE 26 - LEAVES OF ABSENCE

28
29 The Employer shall grant leaves to employees in accordance with state and federal laws and regulations
30 and the provisions of this article.
31

32 Section A Sick Leave

- 33 1. Sick Leave with pay will be granted to an employee if the employee presents a personal affidavit
34 or a certificate of a reputable physician stating that the employee or a member of the employee's
35 "immediate family"¹ was ill on the day or days absent and providing the employee has not
36 exhausted current or accumulated sick leave credit.
37
- 38 2. All employees shall be credited with ten (10) days sick leave per school year.
39
- 40 3. Sick leave will be credited on the initial day of employment and shall accumulate without
41 limitation. All sick leave granted under this section shall be in units of full days.
42
- 43 4. Employees may not engage in any gainful employment while on sick leave.
44
- 45 5. If any employee uses all accumulated sick leave and is still unable to return to assigned duties,
46 the employee shall apply for and be placed on unpaid medical leave of absence in accordance
47 with Section B 2 of this article. An employee need not exhaust all sick leave credit in order to
48 exercise the option of requesting to be placed on unpaid medical leave of absence.
49
50

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

1 6. All provisions herein shall apply to pregnancy related matters.
2

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

10 Section B Medical Leave
11

12
13 1. A medical leave of absence shall be granted for a period of two (2) consecutive school years
14 and, upon subsequent request, may be renewed for two (2) additional years. The written request
15 shall be made to Personnel Services.
16

17 2. Whenever any employee has been advised by a physician or otherwise knows of an interruption
18 of assigned duties due to anticipated medical reasons and which may reasonably be expected to
19 last thirty (30) or more days, the employee shall notify Personnel Services and upon request be
20 granted a medical leave of absence according to Section A 5 of this article. Such notice shall be
21 given in writing and accompanied by a physician's statement setting out the anticipated date of
22 commencement of interruption of duties and whether the employee is to retain the same
23 assignment.
24

25 3. The employee shall notify the Employer as soon as possible of any change in the return date.
26 Said notice shall be accompanied by the written permission of the physician.
27

28 4. The Employer will keep the employee's assignment available upon resumption of assigned duties
29 provided:
30

31 a. such assignment has not been eliminated during the employee's absence for any valid
32 reason
33

34 b. the employee's planned absence does not exceed ninety (90) days
35

36 5. Employees who qualify for and are awarded workers compensation payments shall be placed on
37 medical leave with unused sick leave coordinated with the workers compensation payments so
38 as to sustain the level at a total of 100% regular wages.
39

40 The Employer shall save the Association harmless against any legal claims related to the
41 implementation of this section.
42

43 Section C Emergency Leave
44

45 For the purpose of this section "emergency" shall mean a sudden unexpected happening; an unforeseen
46 occasion or condition; a sudden or unexpected occasion for action.
47

48 1. Legitimate reasons for granting emergency leave with pay shall include:
49

50 a. death or funeral of relative by blood or marriage (specify relationship)
51

52 b. emergency situations resulting from natural disasters; i.e., tornado, flood (specify exact
53 reason)

1
2 c. such other reasons of emergency or extraordinary nature as approved by the
3 Superintendent's designee. (Letter of explanation required.)
4

- 5 2. All employees shall be credited with two (2) days of emergency leave per year. Emergency
6 leave will be credited on the initial day of employment and will not accumulate from year to
7 year. All emergency leave granted under this section will be granted in units of full days.
8

9 Section D Personal Leave

- 10
11 1. All employees shall be credited with three (3) days of personal leave per year. The use of
12 these days shall be at the employee's discretion. Unused personal leave shall accumulate as
13 sick leave.
14
15 2. Personal leave will be granted upon request to employees who give prior notice to the principal
16 or immediate supervisor by noon of the preceding day.
17
18 3. Personal leave days will not be granted for the last five (5) days of the school term.
19
20 4. The principal or immediate supervisor may deny personal leave if the total requests exceed
21 10% of the teaching staff for any one day.
22

23 Section E Adoption/Child Rearing Leave

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

43 Section F Instructional Improvement Leave

- 44
45 1. The Employer shall budget and establish a bank of four hundred (400) instructional improvement
46 leave days.
47
48 2. Bargaining unit members wishing to use paid instructional improvement leave shall make
49 application on the appropriate form which shall be mutually agreed upon by the parties.
50
51 3. All bargaining unit members application for said leave shall be reviewed for approval or denial by
52 the Instructional Improvement Leave Committee.
53

1 4. The Instructional Improvement Leave Committee shall be composed of three (3) bargaining unit
2 members appointed by JCTA and three (3) administrators appointed by the Superintendent.

3
4 Section G Professional Leave

5
6 A leave of absence of up to two (2) years shall be granted to any employee upon application for
7 educational or professional purposes. Upon return if the employee submits evidence in accordance with
8 established procedures that this leave was used for the stated purpose for which it was granted, the
9 employee shall be placed on the salary schedule at the level which would have been achieved had the
10 employee remained actively employed in the system during the period of absence, provided however
11 that time spent on said leave will not count toward the fulfillment of the time requirements for acquiring a
12 continuing contract.

13
14 Section H Military Leave

15
16 Any employee who enters active duty shall be granted an unpaid leave for a period not to exceed the
17 initial period of service. Any employee on military leave and within ninety (90) days after the employee's
18 separation from military service shall upon written application be restored to a position in the
19 employment of the Employer, provided the employee shall furnish proof of discharge or separation from
20 service under honorable conditions and be found by a physician selected by the Employer to be in a
21 satisfactory state of health for the performance of teaching duties. Upon return the employee shall be
22 placed on the salary schedule at the level which would have been achieved had the employee remained
23 actively employed in the system during the period of absence.

24
25 Section I Political Activity Leave

26
27 An unpaid leave of absence shall be granted to any employee upon application for the purpose of
28 campaigning for or serving in public office once the employee becomes a bona fide candidate for such
29 office. The employee's assignment will be kept available for resumption of teaching duties provided the
30 employee's planned absence does not exceed ninety (90) days.

31
32 Section J Jury Duty Leave

33
34 Any employee who serves on a jury in any duly constituted local, state or federal court shall be granted
35 leave with full compensation less any compensation received as jury pay, for the period of actual jury
36 service, which leave shall be in addition to all other leave to which the employee may be entitled.

37
38 Employees claiming compensation for jury duty shall comply with the following procedures:

- 39
40 1. A copy of the jury duty subpoena must be provided to the school principal or immediate superior
41 prior to the first day involving jury duty service.
42
43 2. If assigned to jury duty, the Verification of Jury Duty form (available from the payroll department)
44 must be completed each pay period and forwarded with the Payroll Exception card which the
45 school submits to the Payroll Office.
46
47 3. A personal check (payable to the Treasurer, Jefferson County Board of Education) for the
48 amount of compensation received for jury duty service only and excluding the travel expense
49 shall be delivered to the principal or immediate supervisor for transmittal to the Payroll Office.

50
51 Section K Association President Leave

52
53 The Employer shall upon request grant a full-time leave to the President of the Association for the school

1 year(s) for which the President is elected, without the loss of salary, step increment, or Employer paid
2 fringe benefits.

3
4 Following the leave the employee will be returned to the assignment held prior to leave. In the event the
5 assignment is not available, the employee will be given a comparable assignment.

6
7 The duly elected President of the Association will be assigned by the District to the Association for the
8 duration of his/her 187-day contract. During this time he/she will work on areas/issues of mutual
9 concern related to the welfare of the students of Jefferson County Public Schools as determined by the
10 Association. For this 187-day period, he/she shall be considered in an active duty status and shall
11 receive compensation and benefits in accordance with the labor agreement.

12
13 Section L Association Leave

14
15 The Employer shall grant the Association an annual maximum of one hundred seventy-five (175) leave
16 days. The Association shall request use of the days as needed at least ten (10) days in advance, except
17 for extenuating circumstances, for attendance at regional, state or national meetings for the conduct of
18 necessary Association business. The allocation of such paid Association leave days shall be
19 determined by the Association except that no employee shall use more than eight (8) days per school
20 year. The Association may authorize a maximum of five (5) employees to be exempt from the eight (8)
21 day per year limitation. When an employee who is exempt from the eight (8) day limitation uses
22 Association leave, the Parties shall meet and plan how to minimize any adverse effect resulting from the
23 employee's absence. This may include the use of substitute personnel serving as an assistant for which
24 the cost shall be reimbursed to the Employer by the Association. The Association will reimburse the
25 Employer for the cost of any substitute employee for these leave days.

26
27 Section M Resumption of Benefits Following Leave

28
29 When the employee resumes service in the district following leave any unused accumulated sick leave
30 will be restored. Any employee granted a leave which affects the continuation of benefits provided by
31 the Employer shall assume responsibility for making arrangements for continuation of said benefits
32 during the term of said leave. The Employer will provide assistance and information with the ultimate
33 responsibility for all notices remaining with the employee.

34
35 Section N Length of Consecutive Leaves of Absence

36
37 The Employer may deny Adoption/Child Rearing Leave, or Professional Leave when the granting of
38 such leave would result in absence from duty for a period longer than two (2) consecutive school years
39 without at least one-half (1/2) intervening year of active service as an employee. Time while an
40 employee is on unpaid Professional Leave serving as a released full-time salaried officer of the
41 Association or the Kentucky Education Association or the National Education Association shall not apply
42 under this section.

43
44 Section O Court Appearance Leave

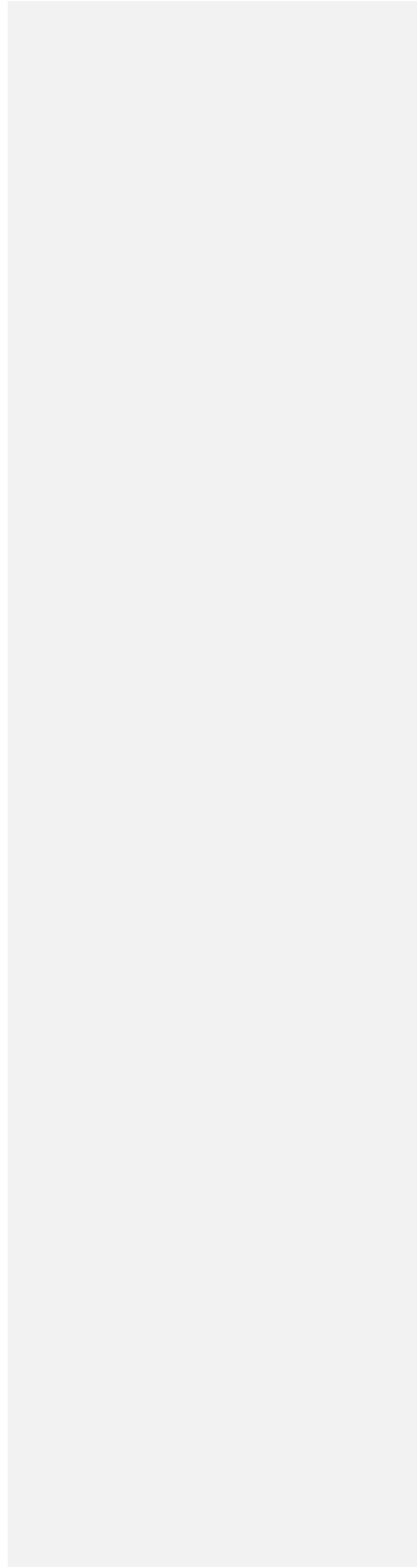
45
46 Any employee who is summoned to a local, state, or federal court for reasons directly connected with
47 the employee's employment shall be granted paid leave after properly presenting the approved form
48 certifying the court appearance. This section shall not apply when the employee is a plaintiff or witness
49 against the Employer or its agents, or when the employee is a plaintiff in cases without Employer
50 sanction.

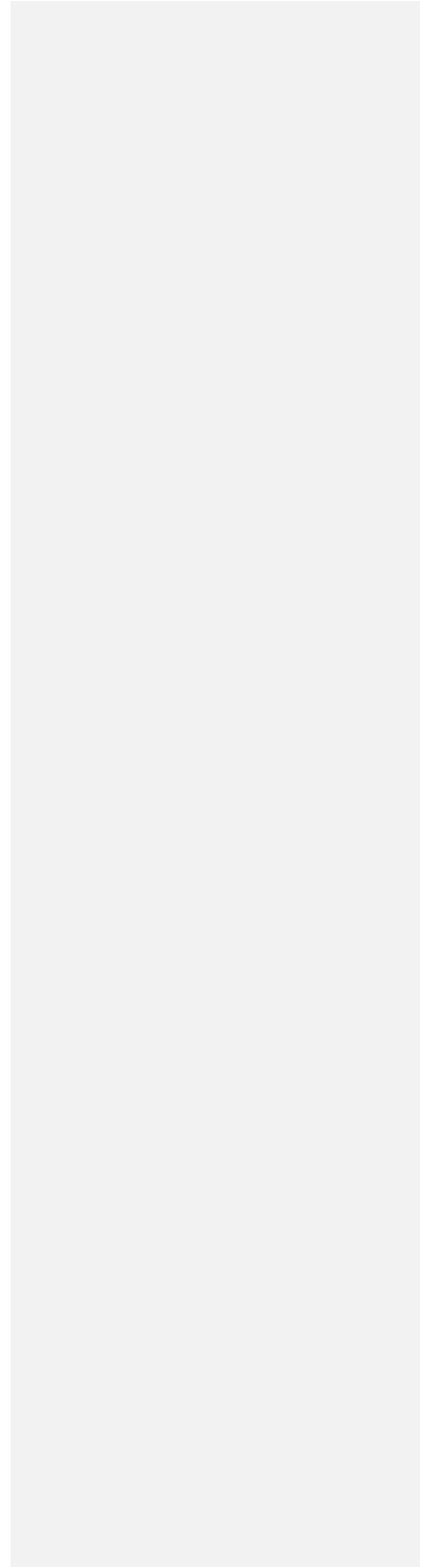
51
52 Section P Notarizing Leave Affidavits

1 The principal will make arrangements for notarizing without charge the personal affidavits of employees
2 for leave where required.

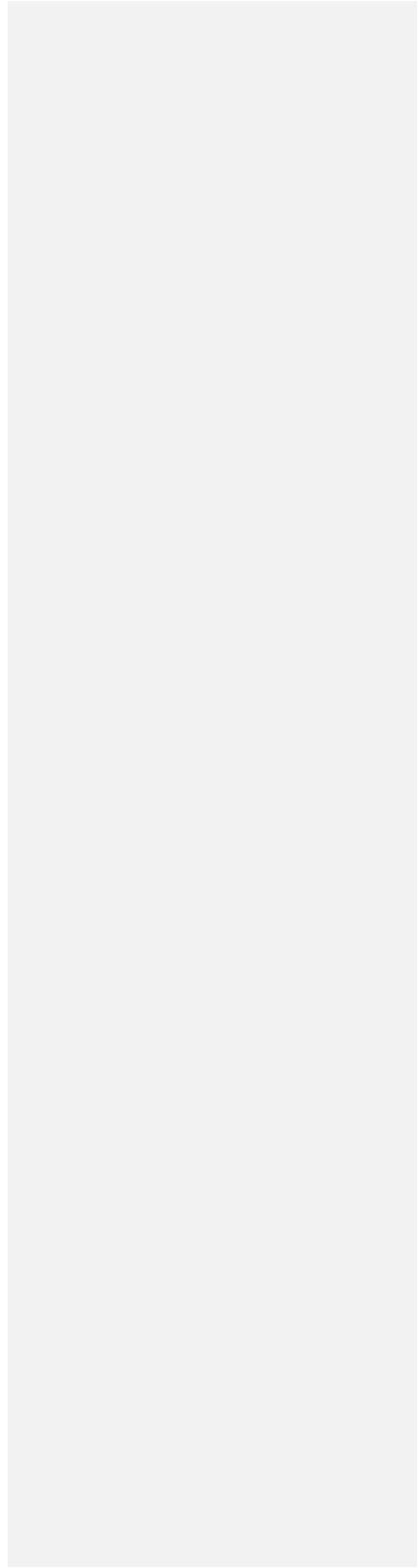
3
4 Section Q "Substitute Status"

5
6 An employee who qualifies for professional leave or child rearing leave may instead choose to go to
7 "substitute status". In this status an employee may serve as a substitute teacher assigned through the
8 Substitute Teacher Center office. An employee in this status has the same rights and benefits, including
9 representation, of a substitute teacher. If an employee wishes to return to employee status, the
10 employee has the same rights to return to service as an employee on the above referenced leave of
11 absence.
12





1
2
3



1 Section A The Teacher Salary Schedule will be increased by 3.5% effective July 1, 2005, an additional
2 4% effective July 1, 2006, and an additional 4% effective July 1, 2007. The Extra Service Pay
3 Schedules will be increased according to the current index.
4

- 5 1. The increment for earned doctorate (Rank I +) in subject fields or areas approved by the State
6 Board of Education for certification purposes.
- 7
- 8 2. Employees paid on these schedules shall be provided with the choice of a 22- or 26-Pay Plan.
9
- 10 3. Job Family III salary schedule includes teachers and other non-managerial, professional
11 employees who work directly with students.
- 12
- 13 4. Direct deposit to one account will be mandatory for all employees. The credit union will remain
14 as a payroll deduction.
15

16 Section B Insurance Benefits¹
17

- 18 1. Health and hospitalization insurance on single premium basis or same premium dollar amount for
19 Health Maintenance Organization - full premium paid by State.
- 20
- 21 2. \$20,000 term life insurance - full premium paid by State.
- 22
- 23 3. Term life insurance equal to pay on the Teachers Salary Schedule, with maximum payment of
24 \$50,000 - full premium paid by Employer.
- 25
- 26 4. Workers compensation insurance - full premium paid by Employer.
- 27
- 28 5. Long term disability income protection insurance - full premium paid by Employer.
- 29
- 30 6. Unemployment compensation insurance - full premium paid by Employer.
- 31
- 32 7. Fringe Benefit Pool Contribution -
33

34 An amount of money equal to 3.5% of annualized regular salary plus career incentive increments
35 (excluding extra service and other forms of compensation and pay) prorated to the amount of
36 time for which salary is credited shall be paid for each employee for the purchase of one (1) or
37 more benefits approved by the Employer. The employee shall make selections from among the
38 following benefits:
39

- 40 1. Medical
- 41 2. Supplemental medical
- 42 3. Dental
- 43 4. Cancer
- 44 5. Vision
- 45 6. Accidental death and dismemberment
- 46 7. Cash (taxable)
47

48 A salary redistribution/reduction shall be arranged to increase the amount for the employee in the
49 Fringe Benefit Pool when the cost of the employee's selected non-cash benefits exceed the
50 allowable 3.5%. When the amount is insufficient to cover the cost of non-cash selections, the
51 balance of the cost will be paid for through salary redistribution/reduction. Fringe benefit pool

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

1 money shall be used for the full cost of the selection(s).

2
3 When the employee has not made a selection or when a balance remains after selection, the
4 employee shall be deemed to have selected the cash option.

5
6 Benefits may be added or deleted from time to time by mutual agreement of representatives of
7 the parties. Such changes may be requested by any of the parties because of changes in tax
8 laws, regulations, number of benefit participants, or economic conditions.

9
10 Section C¹ Early Retirement Benefit Schedule

11
12 Upon retirement from the Jefferson County Public School District, a teacher shall receive thirty (30)
13 percent of the teacher's unused accumulated sick leave as a cash payment (less appropriate
14 deductions) up to a maximum equal to the teacher's accumulated sick leave on the thirtieth (30th) year
15 of credited service in the teacher's retirement systems. The cash payment shall be calculated by using
16 the teacher's last year of service daily rate.

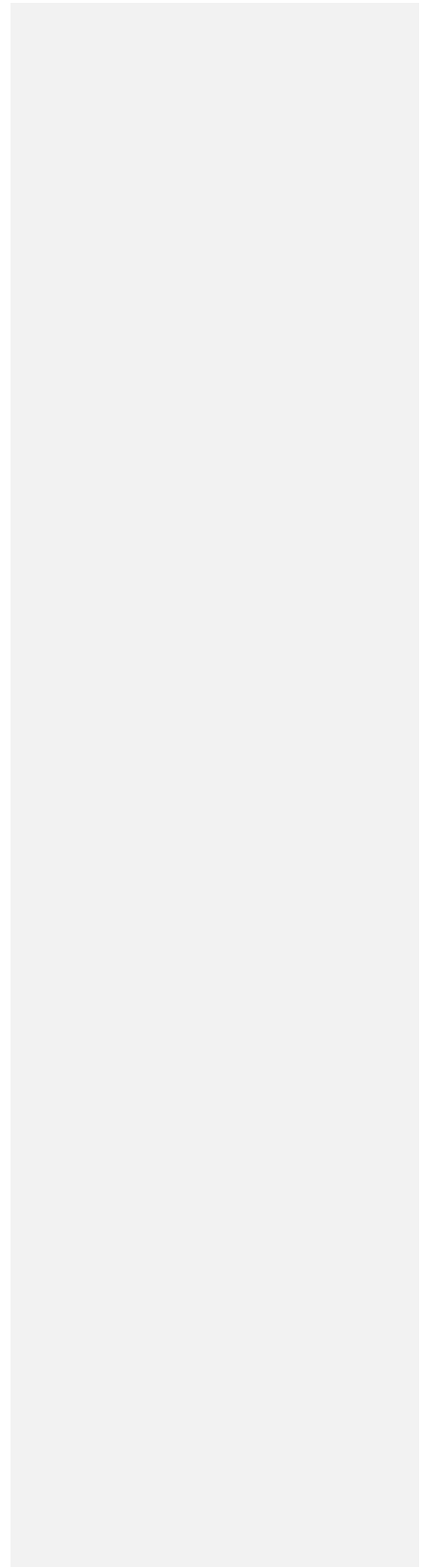
17
18 Should a teacher's balance of unused sick leave fall below the number reached at the thirtieth year of
19 service, it is understood that the teacher can continue to accrue sick leave and will be paid up to a
20 maximum of that reached in the thirtieth year.

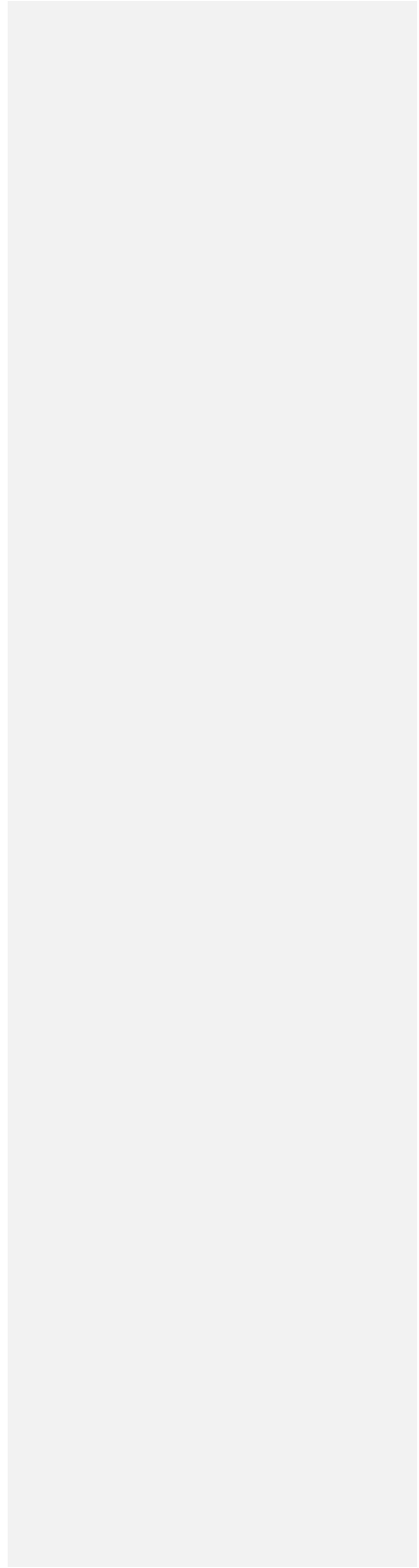
21
22 The Employer agrees to indemnify and hold harmless both the Jefferson County Teachers Association
23 and its Board and authorized agents from expenses, liability and losses suffered as a result of the
24 execution or enforcement of the agreement.

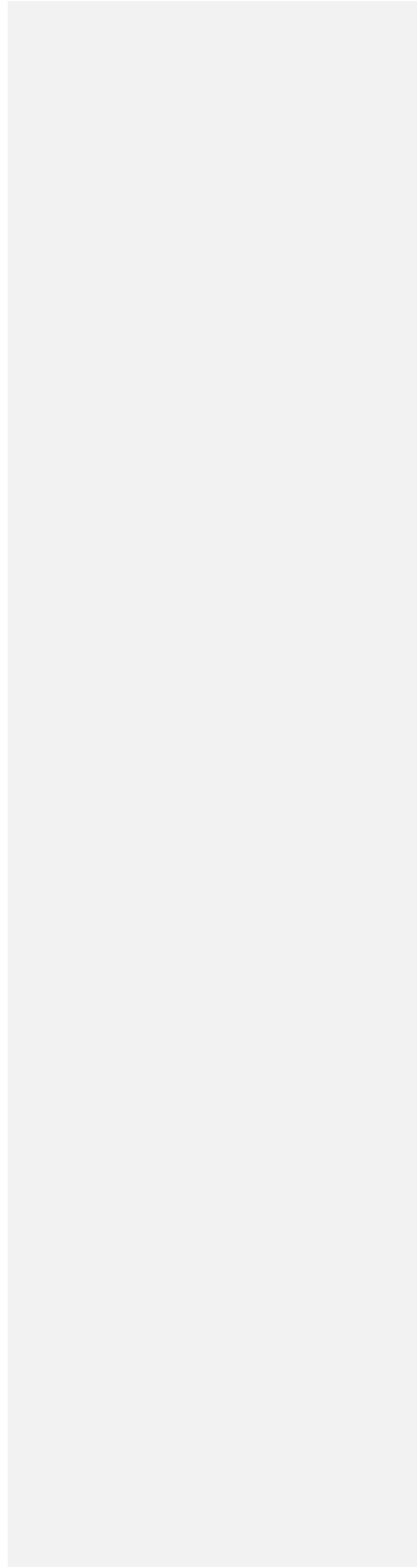
25
26 Section D Summer School, Curriculum Writing, Optional In-service and Textbook Selection Pay;
27 Incentive Stipends

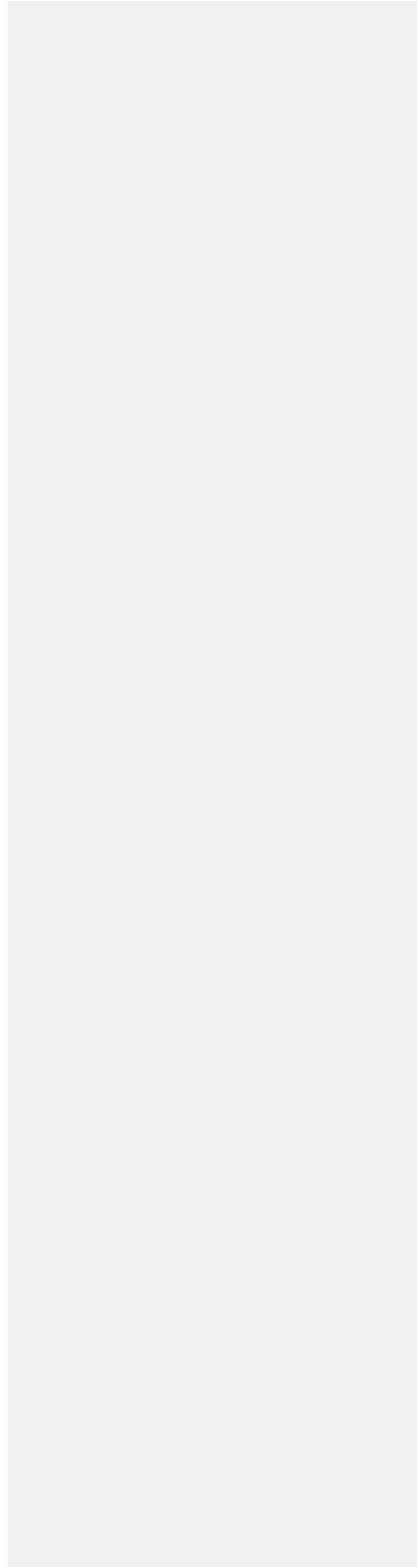
- 28
29 1. Summer school, Jefferson County High School, and part-time teachers' salaries shall be
30 prorated. Annual salaries are divided by base days to determine daily rates. Daily rates are
31 divided by seven (7) to determine an hourly rate. The number of class hours will be multiplied by
32 the hourly rate to arrive at the salary for less than a full duty day.
33
34 2. Employees who are chosen to help write curriculum will be paid at an hourly rate of \$10.78.
35
36 3. Employees who are requested to present or participate in optional in-service training sessions
37 will be paid at an hourly rate of \$20.00.
38
39 4. Employees who are chosen to help select textbooks will be paid \$150 with this amount prorated
40 according to time missed from applicable scheduled work sessions.
41
42 5. Newly hired teachers will be required to participate in the District's Induction Program.
43 Participating teachers will be compensated hourly at the rate of 8.25% of the daily rate of Step 0,
44 Rank III.
45
46
47
48
49
50

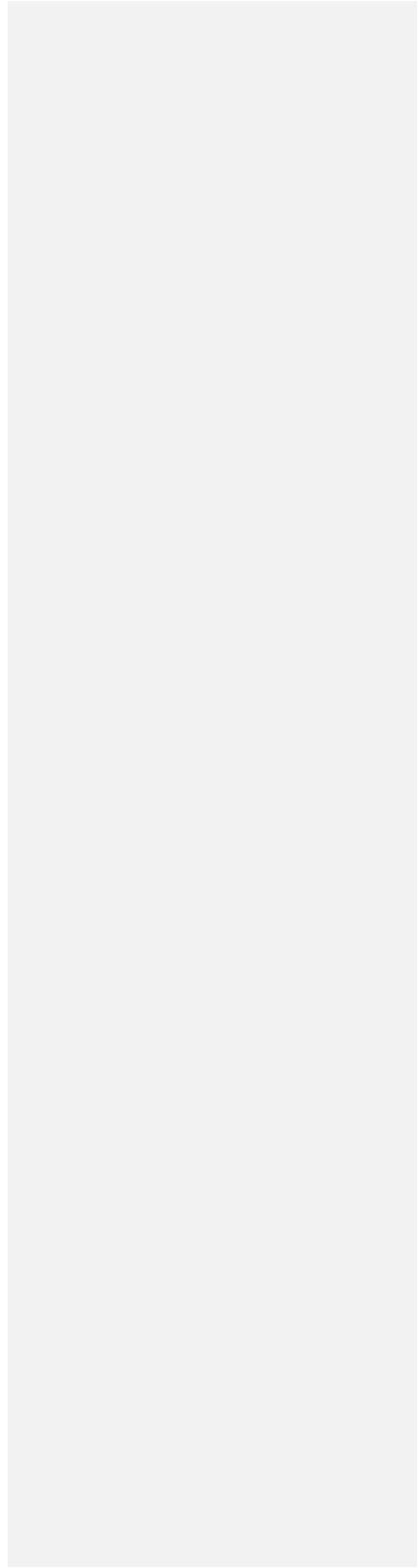
¹ For regular full-time teachers working on limited or continuing contracts and other full-time employees.











1 Section F

2
3 The purpose of this section is to define an agreement between JCPS and JCTA pertaining to the total
4 amount of General Fund revenue projections for local property taxes and occupational taxes plus the
5 State SEEK program as adopted in the General Fund Final Working Budget for 2005-06 through 2007-
6 08. The State Annual Financial Form Report will be utilized in comparing the budgetary forecasts vs.
7 actual receipts for 2005-06 through 2007-08.

8
9 For FY 2005-06 through 2007-08 any amount which exceeds the total of the above revenue projections
10 by more than 1 1/2% will be distributed on a 50-50 basis subject to agreement by both parties. The
11 JCPS and JCTA will negotiate the distribution of the 50% to the bargaining unit. Any funds resulting
12 from one-time revenue may only be used for one-time expenses.

13
14 If the Kentucky General Assembly adopts a budget or enacts new legislation that becomes effective by
15 July 1, 2006 or July 1, 2007, or the Governor of the Commonwealth implements an executive branch
16 spending plan by July 1, 2006 or July 1, 2007, and the new budget legislation, or spending plan, directs
17 school districts to increase the compensation of certificated personnel by more than four percent (4%)
18 for that given year and allocates the additional funds to be used by school districts to increase the
19 compensation of certificated personnel, then all indexed employee compensation listed in Article 27 of
20 the Agreement shall be increased by the higher percentage that is directed in the new budget,
21 legislation, or spending plan, with that increase being retroactive to July 1 of that year.

22
23 Section G

- 24
25 1. \$4.00 per portfolio graded, or
26
27 2. The District will assume responsibility for scoring portfolios for teachers who choose not to do so.
28
29 3. Only one employee will be paid per portfolio.
30

31
32 ARTICLE 28 - MISCELLANEOUS

33
34 Section A The Employer's procedure for placement of student teachers shall contain a provision which
35 provides teacher employees with an opportunity to request that student teachers be placed with them.
36 The Association will be involved with the development of this provision in the procedure.

37
38 Section B The Employer's procedure for selection of employees to curriculum writing and textbook
39 selection committees shall contain a provision which provides employees with an opportunity to request
40 an assignment to such committees. The Association will be involved in the development of this provision
41 in the procedure.

42
43 Section C The Parties recognize that employee training institutions accredited by such organizations as
44 the National Council for Accreditation of Teacher Education (NCATE), the Southern Association of
45 Colleges and Schools (SACS), and other regional accrediting associations promote adherence to worthy
46 standards. The Employer will make an effort to employ new teachers who are graduates of these
47 accredited institutions.

48
49 Section D The Employer will explore and consider establishing a child daycare program(s) for
50 employees at low performing schools.

51
52 Section E JCTA will work in cooperation with JCBE to provide limited student loan payments and/or
53 assistance in obtaining Rank II for selected teachers that choose to teach at low performing schools.

1
2 Section F The Employer will provide a mentoring program for new teachers on emergency certificates
3 or enrolled in District alternative certification programs. Services will be provided by mentors who have
4 participated in professional development related to effective mentoring strategies/practices as well as
5 current programs implemented in schools.
6

7 Section G Mileage Reimbursement

8
9 Teachers who travel will receive mileage reimbursement consistent with the Commonwealth of Kentucky
10 approved rate and procedures. The employer will provide adequate time to travel between schools.
11

12
13 ARTICLE 29 - GRIEVANCE PROCEDURE
14

15 Section A Definitions

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

37 Section B Purpose

- 38
39 1. The purpose of this Grievance Procedure is to secure, at the lowest possible administrative
40 level, equitable solutions to the problems which may arise affecting the welfare or working
41 conditions of employees. The Parties agree that these proceedings will be kept as informal
42 as may be appropriate at any level of the procedure.
43
44 2. Nothing contained herein will be construed as limiting the right of any employee having a
45 grievance to discuss the matter informally with any appropriate member of the
46 administration, and to have the grievance adjusted without intervention by the Association,
47 provided that the adjustment is not inconsistent with the terms of this Agreement and that
48 the Association after Level I A has been given an opportunity to be present at such
49 adjustment and to state its views.
50

51 Section C Representation

52
53 A grievant may be represented by the Association at all stages of the Grievance Procedure after Level I

1 A.

2
3
4
5 Section D Procedure

6
7 Since it is important that grievances be processed as rapidly as possible, the timetable specified at each
8 level should be considered as a maximum and every effort should be made to expedite the process.
9 The time limits specified may, however, be extended by mutual agreement.

10
11 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this
12 Grievance Procedure by the end of the school year, the time limits set forth herein will be reduced so
13 that the procedure may be exhausted prior to the end of the school year or as soon thereafter as is
14 practicable.

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

19
20 Level I B If the grievant is not satisfied with the disposition of the grievance a meeting with the
21 school head shall be held with the objective of resolving the grievance informally.

22
23 Level I C If the grievance is not resolved informally the grievant may file the grievance in writing
24 with the immediate supervisor or appropriate administrator. The immediate supervisor or
25 appropriate administrator shall respond in writing within three (3) days.

26
27 Level II If the grievant is not satisfied with the disposition of the grievance at Level I C, or if no
28 decision has been rendered within three (3) days after receipt of the grievance, the grievant may
29 within ten (10) days submit the written grievance to the Superintendent/designee with copies to
30 the administrator, and the Association.

31
32 The Superintendent/designee shall have a hearing within five (5) days after receipt of the written
33 appeal. The Superintendent/designee shall have a written decision within seven (7) days.

34
35 Level III If the grievant is not satisfied with the disposition of the grievance at Level II, or if no
36 written decision has been rendered within twelve (12) days after the grievance has been
37 submitted at Level II the Association may submit the grievance to arbitration. The Association
38 shall notify the Superintendent/designee within twenty-five (25) days. If a question as to the
39 arbitrability of an issue is raised by either party, such question shall be determined in the first
40 instance by the arbitrator.

41
42 The parties have jointly established a six (6) member panel of arbitrators that will be utilized on a
43 rotating basis for arbitration cases.

44
45 The arbitrator shall have authority to hold hearings and make procedural rules consistent with
46 this Agreement. Such hearings shall be held as promptly as practicable after the request for
47 arbitration and the arbitrator shall issue the decision within a reasonable time but no later than
48 sixty (60) days after the date of the close of the final hearing. If the Parties mutually agree,
49 hearings may be waived and the arbitrator's decision made on the basis of final statements and
50 evidence submitted to the arbitrator. The Employer and the Association agree to select hearing
51 dates from those presented by the arbitrator and not cancel hearings once scheduled, except in
52 extraordinary circumstances, such as the unavailability of witnesses or emergencies.
53

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

11
12 Section E Grievances Filed at Level Above Immediate Supervisor

13
14 If grievances arise from action or inaction on the part of an administrator at a level above the immediate
15 supervisor the grievant may file such grievance in writing at Level II after first attempting to resolve it
16 informally. If the grievance is not resolved it shall be processed through the applicable steps of Section
17 D. The Association may process such a grievance through all levels of the procedure.

18
19 Section F Grievance Meetings and Hearings

20
21 All meetings and hearings provided for by this Grievance Procedure shall be held in private and shall
22 include only such parties in interest, their representative(s), and witnesses as necessary.

23
24 Section G Grievance Records

25
26 All official records of processing a grievance shall be filed separately from the personnel file of the
27 grievant.

28
29 Section H Grievance Forms

30
31 Grievance forms and other necessary documents will be prepared jointly by the
32 Superintendent/designee and the Association. The Association shall have the responsibility for
33 appropriate distribution of the forms for filing grievances. The costs of grievance forms will be borne by
34 the Employer.

35
36 Section I Miscellaneous

- 37
38 1. The Employer and the Association shall make available upon written specific request to the
39 other such information as is necessary to effectively process grievances.
40
41 2. Neither the Employer nor the Association shall assert or submit any ground or evidence
42 before a grievance arbitrator which has not been previously disclosed to the other party.
43
44 3. The Association and the aggrieved party will be required to exhaust this Grievance
45 Procedure including arbitration before seeking alternative remedies, provided that by doing
46 so they will not be deemed to have waived or otherwise prejudiced any constitutional,
47 statutory, or other legal rights that they may have.
48
49 4. If in the judgment of the Association a grievance affects a group or class of employees, the
50 Association may initiate and submit such a grievance in writing. When such a grievance
51 arises outside of a building the Association will attempt to resolve it informally before
52 processing it through the applicable steps of Section D, starting at Level II. The Association
53 may process such a grievance through all levels of the procedure.

- 1 5. When it is necessary for the aggrieved party, a Grievance Representative and/or other
2 representative designated by the Association to participate in a mutually scheduled
3 grievance meeting or hearing during the school day, the party will, upon notice to the
4 principal or appropriate administrator by the Association be released without loss of pay as
5 necessary in order to permit participation in the meeting. Any employee whose appearance
6 is necessary in such meetings or hearings as a witness will be accorded the same right.
7
- 8 6. Decisions rendered at Levels I C and II of the Grievance Procedure will be in writing, setting
9 forth the decision and the reason therefore and will be transmitted promptly to all
10 parties-in-interest and to the Association. Decisions rendered at Level III will be in
11 accordance with the procedure set forth in Section D, Level III.
12

13
14 **ARTICLE 30 - CERTIFIED PRE-SCHOOL TEACHERS/EARLY CHILDHOOD**
15 **MENTORING/RESOURCE TEACHERS**
16

17 Section A The provisions included in this article will take precedence over any other provisions found in
18 the JCBE/JCTA Agreement addressing the same or similar issues.
19

20 Section B
21

- 22 1. The normal duty hours of certified pre-school teachers, early childhood mentoring resource
23 teachers, and resource teachers shall not exceed seven and one-half (7½) hours in length
24 including a 20 minute duty-free lunch period.
25
- 26 2. Certified pre-school teachers shall normally be provided two hundred (200) minutes of
27 preparation time per week for the school year.
28
- 29 3. Class size maximum shall comply with state law and regulations.
30
- 31 4. In addition to a certified pre-school teacher, each classroom will be staffed with at least one
32 (1) instructional assistant.
33
- 34 5. If a certified pre-school teacher, early childhood mentoring teacher, or a resource teacher is
35 required to work beyond the normal duty hours, compensation will be determined according
36 to Article 27, Compensation Schedules.
37
- 38 6. Certified pre-school teachers will be observed and evaluated by the immediate supervisor or
39 building administrator.
40
- 41 7. Each resource teacher will be provided access to a computer.
42
- 43 8. Certified pre-school teachers, early childhood mentoring resource teachers, and resource
44 teachers will be provided the opportunity to participate in professional development.
45 Reimbursement for expenses will be subject to the Board approved Jefferson County Public
46 Schools Travel Guidelines.
47
- 48 9. Early childhood mentoring resource teachers and resource teachers, that hold the
49 appropriate certification, requesting assignment to a certified pre-school teaching position
50 will have transfer rights as defined in Article 16, Transfer.
51
- 52 10. Vacant certified pre-school teaching vacancies will be staffed using an interview process that
53 will include a team of two (2) teachers from pre-school, appointed by the JCTA President,

1 and one (1) administrator, as well as parents (where applicable). Preferential consideration
2 will be given to classified and certified pre-school employees that obtain the appropriate
3 teaching certification. Certified pre-school teachers employed in Head Start must have the
4 approval of the Head Start Policy Council
5

- 6 11. Certified pre-school teachers will perform home visits. Home visits will normally be
7 incorporated into the regular work day. Required home visits that take place outside the
8 work day will be compensated at the hourly rate of pay. Work day schedules may be
9 adjusted to allow for home visits. On request, for home visits where there are safety/security
10 concerns, the Employer will, when possible, assign a second individual to accompany the
11 certified pre-school teacher.
12
- 13 12. Attendance at faculty meetings, as defined in Article 11, Teaching Load and Duty Hours, will
14 be mandatory, unless student supervision requirements prohibit.
15
- 16 13. Only certified pre-school teachers assigned to classrooms that have students assigned on
17 the first K-12 student attendance day will be eligible for the one (1) day of extended
18 employment available to the K-12 teachers during the first five (5) week days preceding the
19 opening day of the school calendar, as described in Article 22, School Calendar.
20
- 21 14. Only Tuition certified pre-school teachers, having five (5) student days per week, and Head
22 Start certified teachers will be eligible for the two (2) extended employment days allocated
23 for parent/teacher conferences, as described in Article 22, School Calendar.
24
25

26 ARTICLE 31 NEGOTIATION OF A SUCCESSOR AGREEMENT 27

28 The Parties agree that negotiation on a successor Agreement will begin no later than June 1 of the
29 calendar year in which this Agreement expires.
30

31 The parties to this agreement jointly agree to the following terms and conditions as a process for settling
32 any bargaining dispute between the respective governing bodies. It is expressly understood by the
33 parties that this memorandum supersedes any other agreement, contract, or otherwise, that pertains to
34 resolutions of a bargaining impasse.
35

36 The parties mutually agree to enter into bargaining in June. The parties further agree to negotiate at a
37 mutually determined site. The parties agree that bargaining will take place from 9:00 a.m. until 4:00 p.m.
38 daily, but that any session may be terminated at any time by either party.
39

40 Should the negotiations between the parties fail to produce an agreement, the parties mutually agree to
41 enter into mediation. The parties mutually agree to begin mediation no later than the third week in June.
42 The parties further agree to use a mutually agreed upon mediator. The mediation sessions shall take
43 place at the mutually agreed to site. The length of the mediation sessions shall be determined by the
44 parties.
45

46 Should mediation fail to produce an agreement between the parties a fact finding hearing will be
47 conducted. The fact finder shall be mutually agreed upon and the hearing shall be held the last week in
48 June. The fact finder shall make a recommendation(s) on all unresolved bargaining issues, issue by
49 issue, no later than June 30th. The parties shall have until July 10th to accept or reject the fact finder
50 recommendation(s).
51

52 Should mediation and fact finding fail to produce an agreement between the parties, the outstanding
53 issues that are still unresolved, as identified in the advisory fact finding opinion, shall be submitted to

1 issue by issue last best offer binding arbitration. Both parties shall submit their issue by issue last best
2 offer to each other and to the arbitrator in a sealed envelope at the beginning of the arbitration hearing.
3 The arbitration hearing shall be conducted no later than mid-July at a mutually agreed to site. The
4 arbitrator shall be without power or authority to alter, amend, or modify the final issue by issue offers of
5 the respective parties. The arbitrator shall render a binding decision on each issue submitted. No
6 decision will be binding on either party, issue by issue, that is not the "last best offer" of one of the
7 parties as submitted to the arbitrator prior to the arbitration hearing. The parties will mutually agree on
8 an arbitrator or use the FMCS process for arbitration selection.

9
10 The decision of the arbitrator shall be submitted in writing to the parties within five (5) calendar days of
11 the hearing and will be final and binding on the parties unless rejected by a four-fifths (4/5) vote of either
12 constituency within fifteen (15) calendar days of the issuing of the arbitrator's award. The parties'
13 bargaining teams agree to recommend the arbitrator's decision to the respective constituencies.

14
15 Timelines contained herein may be amended by mutual agreement of the parties.

16
17 The cost of the process shall be borne equally by the parties.

18
19 This memorandum of agreement is in full force and effect for the next negotiations between parties. Any
20 and all future negotiation impasses shall be controlled by the terms of the existing agreement between
21 the parties.

22 23 24 ARTICLE 32 - PRINTING THE AGREEMENT

25
26 Copies of this Agreement shall be printed by the Employer and distributed to all employees now
27 employed and hereafter employed. The Employer shall furnish a reasonable number of copies of the
28 Agreement to the Association for its use.

29 30 31 ARTICLE 33 - SAVINGS CLAUSE

32
33 Should any Article, Section or Clause of this Agreement be declared illegal or contrary to federal or state
34 regulations by a court of competent jurisdiction, it shall be automatically deleted from this Agreement to
35 the extent that it violates the law or regulation. The remaining Articles, Sections and Clauses shall
36 remain in full force and effect for the duration of the Agreement, if not affected by the deleted Article,
37 Section or Clause.

38 39 40 ARTICLE 34 - DURATION

41
42 Section A This Agreement shall remain in full force and effect July 1, 2005 through June 30, 2010 with
43 the exception of Article 27, Compensation Schedules, which will be re-opened for negotiations for the
44 2008-09 and 2009-10 school years.

45
46 Section B The Employer agrees to take such action as is necessary to give full force and effect to the
47 provisions of this Agreement. The Employer shall make no change in past policy, rule or practice
48 affecting employees' wages, hours or working conditions without mutual agreement between the
49 Employer and the Association. This Agreement shall supersede any rules, regulations or practice of the
50 Employer which shall be contrary to or inconsistent with its terms.

51
52 Section C Either party desiring changes, additions or deletions in the Agreement shall notify the other
53 party in writing and request a conference which must be held within thirty (30) days. Changes,

1 deletions, or additions will be negotiated only upon mutual consent of both parties.

2

3 Section D This Agreement is made and entered into on this (date of Board approval) by and between
4 the Jefferson County Board of Education and the Jefferson County Teachers Association.

5

6

7