

PREAMBLE

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

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

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

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

ARTICLE 1 – DEFINITIONS

As used in this Agreement, the following definitions apply:

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

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- 16. Overstaff means a condition where a teacher is involuntarily placed on the transfer list.
- 17. Laid Off is a condition in which a teacher's contract is suspended due to lack of a teaching position.
- 18. Restricted Certification is a condition in which a teacher's certificate is not considered valid for teaching in the Jefferson County Public Schools due to lack of adequate teaching positions in the certification area. The teacher would be laid off in a restricted certification area if it were not for having a second certification that allows a teacher to maintain a position with the Employer.
- 19. Least Restrictive Environment is that education setting or program in which the identified child can function most effectively based upon his/her unique needs and capabilities.
- 20. Resource Room is a special education class configuration in which a student identified by an ARC may spend up to 50% of the student day.
- 21. Special Area Teacher is an elementary art, music, physical education or computer teacher who is assigned to work in different building locations on different days of the week.
- 22. Traveling Teacher means a teacher who works at different building locations on the same day of the work week.
- 23. Certificated means possessing a certificate issued by the Commonwealth of Kentucky.
- 24. School Centers shall mean a building(s) in which teachers are assigned to supervise students.
- 25. Home School means where the employees report their time and attendance.
- 26. Level 1, 2 and 3 Schools are schools that the District identifies as needing additional support.
- 27. Employee Resolution Agreement means an agreement between the Employer, the Association, and one or more employees to resolve disciplinary, assignment, payment or other employment issues involving the identified employee(s), where no grievance has been filed. Such an agreement does not require approval of the Board and is not reported to the Board. Although Employee Resolution Agreements, Grievance Resolution Agreements, and Tribunal Resolution Agreements do not require Board approval or reporting to the Board, alterations to job type, employment status, or the like that are

1 included in such agreements may be reported to the Board within normal and
2 customary reports to the Board.

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

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10 29. Tribunal Resolution Agreement means an agreement between the Employer,
11 the Association, and an employee to resolve a tribunal proceeding under KRS
12 161.790. Such an agreement does not require approval of the Board and is
13 not reported to the Board.

14
15 30. Memorandum of Understanding (“MOU”) means an agreement between the
16 Employer and the Association which resolves (1) the interpretation and
17 application of this collective bargaining agreement; (2) operational, logistical
18 and timing issues; (3) compliance with legislative and regulatory requirements;
19 or (4) other collaborative and cooperative endeavors that the parties want to
20 memorialize. MOUs may temporarily modify or suspend specific contract
21 provisions to address unusual situations that may arise; however, a MOU may
22 not permanently modify this collective bargaining agreement. A MOU may be
23 used instead of a Grievance Resolution Agreement if the resolution will have
24 an impact on a significant number of employees or on Employer operations.
25 All MOUs must be reported to the Board, but MOUs do not require Board
26 approval.

27
28 31. Memorandum of Agreement (“MOA”) means an agreement between the
29 Employer and the Association that (1) alters, amends or modifies the terms of
30 the collective bargaining agreement; (2) by Board policy or by law requires
31 Board action; or (3) the parties agree should be submitted to the Board for
32 approval. MOAs will not become effective except upon approval by the Board.
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35 ARTICLE 2 – SCHOOL BOARD AUTHORITY

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

44
45 Section B All school management personnel shall carry out the following
46 responsibilities:

- 1
- 2 1. Adhering to the provisions of this Agreement
- 3
- 4 2. Complying with the Board's rules and regulations which are necessary to implement
- 5 the provisions of this Agreement.
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8 ARTICLE 3 – RECOGNITION

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

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22 ARTICLE 4 – ASSOCIATION RIGHTS

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

35

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

42

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

46

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

5
6 The Association shall save the Employer harmless against any claims, legal or otherwise,
7 arising out of use of the Employer Courier Service or email system.

8
9 In compliance with this Article, the Association shall have the right to use the District's
10 PONY or email system to provide information or advocate a position on matters of public
11 interest.

12
13 Section B The Association shall have the right to use schools for meetings at
14 reasonable times before or after the employees' normal workday, scheduling such use in
15 advance with the Principal/administrator, or designee. Should special custodial services
16 be required or should there be any damage in excess of the normal wear the Employer
17 shall make a reasonable charge for such services or damage. The Association shall save
18 the Employer harmless against any claims, legal or otherwise, arising out of such use
19 provided the Association is given the opportunity to provide all necessary legal services
20 to defend such claims.

21
22 Section C Full-time staff employed by the Association, the Association President or
23 identified designee and Association building representatives exclusively shall have the
24 right to transact official legal Association business on school property at such reasonable
25 times as will not interfere with or interrupt normal school operations. The Association
26 shall provide the Superintendent or designee and each Principal/administrator, or
27 designee with a list of persons serving in these capacities and maintain its currency. The
28 list provided to each Principal/administrator, or designee need not contain the names of
29 building representatives for other schools.

30
31 Section D The Association building representative shall upon request be given time
32 prior to or after each faculty meeting for brief announcements. The school communication
33 system shall be made available according to procedures of the school for use by an
34 Association building representative to make brief announcements concerning
35 meetings. The building representative shall be provided a school roster showing the
36 names, addresses, and assignments of all employees.

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

44
45 Section F The Employer agrees to deduct from the salaries of employees an amount
46 equal to the membership dues of the Association as said employees individually and

1 voluntarily authorize in writing the Employer to deduct and to transmit the monies to the
2 Association or its designated representative. The Association shall certify to the
3 Employer in writing the current and proper amount of its membership dues at least thirty
4 (30) days prior to the requested initial deduction. The deductions shall be made in twenty
5 (20) equal installments September through May. The Employer will authorize, as part of
6 the dues structure, .0016 of Step 0, Rank 1, per member per payroll deduction for the
7 payment of unified Association Membership. Dues will be deducted based on two (2)
8 rates only.

9
10 In the event that payroll dues deduction is prohibited by law, the Employer shall provide
11 to the Association the electronic funds routing information each payroll cycle for all
12 employees who have consented to membership in the Association.

13
14 Employees new to the school district will be provided with a JCTA membership form
15 through which they can actively opt into membership of JCTA.

16
17 The Employer will deduct specified dues from those individuals that have notified the
18 Employer in writing of their desire for membership as noted by their signature on the JCTA
19 membership form. The Employer will cease the deduction of dues upon notification by the
20 Association. JCTA will provide an electronic file which includes the JCPS employee
21 identification number if available to the JCPS Payroll department of all individuals who
22 have provided a signed membership form along with a copy of the form.

23
24 When said employee chooses membership, a copy of that form complete with hire date
25 and date of membership will be provided to the Association.

26
27 When amounts have been correctly deducted and remitted by the Employer the
28 Association shall save the Employer harmless against any claims, legal or otherwise, for
29 deduction of dues based on information furnished by the Association if the Association is
30 given the opportunity to provide all necessary legal services to defend such claims.

31
32 Section G The Principal/administrator, or designee of each school and the Association
33 building representative(s) shall meet upon request at least bimonthly to discuss
34 implementation of the provisions of this Agreement and other items of mutual concerns.

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

38
39 Section I The Employer shall provide the Association on the same schedule as
40 used for dues deduction transmittal, the following information electronically:

- 41
42 1. Employee's name (last, first)
43 2. Dues deduction status
44 3. Employee's Social Security number
45 4. Employee's mailing address (including zip code)
46 5. Employee's work location (where the employee reports their time and attendance)

- 1 6. Employees seniority date
- 2 7. Current valid certificates (up to 8 endorsements)
- 3 8. Race/sex code
- 4 9. Salary schedule placement (rank and step)
- 5 10. Career incentive increments
- 6 11. Extra Service Pay Schedule assignments
- 7 12. Employee's home phone number(s)

8
9 The Association shall save the Employer harmless against any claims, legal or otherwise,
10 related to the providing of this information to the Association and its use of such
11 information.

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

15
16 Section K The Employer shall make available upon written request by the Association
17 copies of each school building's monthly budget report, activity fund, vending machine
18 funds, any athletic funds, and any and all other building accounts. The reports will be
19 provided electronically or hard copy at the District's discretion.

20
21 Section L Any and all district-wide committees shall have Association
22 representation. All such Association representation shall be appointed by the President
23 of the Association. The Association shall be entitled to at least two (2) representatives
24 on committees and where a committee has three (3) or more subcommittees, the
25 Association shall be entitled to at least three (3) representatives. Should either party
26 object to an employee appointed by the other party, the parties shall meet and confer
27 prior to final appointment.

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34 ARTICLE 5 – EMPLOYEE RIGHTS

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

41
42 Section B The Association agrees not to discriminate with regard to representation of
43 employees in the administration of this agreement or with regard to terms and conditions
44 of membership because of age, color, disability, marital or parental status, national origin,
45 race, sex, sexual orientation, gender identity, gender expression, veteran status, genetic

1 information, religious or political affiliation or beliefs, or because an employee is not a
2 member of the Association.

3
4 Section C The Parties agree that the provisions of this Agreement shall be applied to
5 all employees without discrimination on the basis of membership or non-membership in
6 the Association.

7
8 Section D Nothing contained herein shall be construed to deny or restrict any rights
9 any employees may have under the Constitutions and Laws of the United States or of the
10 Commonwealth of Kentucky.

11
12 Section E No adverse action of any kind shall be taken by the Employer or any of its
13 agents against any employee for reason of participation in negotiations, the administration
14 of this Agreement, the performance of duties or the exercise of the rights of
15 citizenship. No adverse action of any kind shall be taken by the Association or any of its
16 members or agents against the Employer, the Superintendent or other administrators for
17 reason of participation in negotiations, the administration of this Agreement, the
18 performance of duties, or the exercise of the rights of citizenship.

19
20 Section F The private life of an employee is not within the appropriate concern or
21 attention of the Employer except when it adversely affects fulfillment of the employee's
22 professional responsibility.

23
24 Section G An employee shall not be required to carry out an order which is not a part
25 of the employee's professional responsibility.

26
27 Section H All employees shall carry out the following responsibilities:

- 28
29 1. Complying with the Employer's rules and regulations which are not inconsistent
30 with this Agreement.
31
32 2. Adhering to the provisions of the Agreement.

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

35
36 Section J When information is available in the School Center office, employees shall
37 be informed when special education students and/or students with special needs/health
38 are placed into a particular class.

39
40 Section K The Employer and the Employees agree to implement and comply with all
41 applicable provisions of Commonwealth of Kentucky law governing student discipline
42 records and reporting procedures. The Employer shall notify each employee, where
43 applicable, of the existence of any permanent student discipline records, as defined by
44 law, that pertain to the students to whom the employee provides educational or related
45 services. The Employer shall share the contents of those student discipline records with
46 each employee within seven (7) days that the student is placed in their classroom.

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

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

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

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- 15 Article 7 Student Discipline
- 16 Article 8 Employee Evaluation
- 17 Article 9 Employee Discipline
- 18 Article 10 Personnel Files
- 19 Article 16 Transfers
- 20 Article 18 Lay-Off/Recall
- 21 Article 27 Compensation
- 22 Article 29 Grievance Procedure
- 23

24 Employees who participate on committees established by SBDM Councils will be selected
25 in accordance with local school Council policy. All committee participation that exceeds
26 the weekly meeting maximum as defined in Article 11 – Teaching Load and Duty Hours
27 will be voluntary.
28

29 Section M The Parties agree that SBDM Councils may adopt and enforce policies
30 pertaining to the matters that are dealt with in the provisions of the Agreement that are
31 listed below even if the adopted policies conflict with these provisions. However, the
32 provisions of the Agreement that are listed below shall be enforceable and recognized as
33 binding throughout the District, except to the extent that a SBDM Council has taken lawful
34 actions at a specific school that are contrary to the provisions listed below. If the policies,
35 decisions or actions of a SBDM Council conflict with any provisions of the Agreement that
36 are not listed, those policies, decisions and actions shall not be enforceable or recognized
37 as valid:
38

- 39 Article 6 – Academic Freedom; Sections C and D
- 40 Article 11 – Teaching Load and Duty Hours; Sections A, B, C, D, E, F, H, K, and Q
- 41 Article 12 – Class Size; Sections A, B, C, E and F
- 42 Article 13 – Materials and Facilities; Sections A, B, C, E, F and H
- 43 Article 15 – Assignment; Preamble and Sections A, B, C and I
- 44 Article 23 – Team Leaders, Dept. Heads and Grade Group Leaders
- 45 Article 24 – Librarians; Section B
- 46

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

7
8 Sick leave shall be prorated monthly or major fraction thereof and compensation shall be
9 prorated from the salary schedules in Article 27.

10
11 Section O Employees and administrators shall be treated in a professional manner at
12 all times.

13
14 Section P Employees shall not be required to transport parents. Employees will also
15 not be required to transport students unless it is a part of the regularly assigned duties.

16
17 Section Q Employees, except Resource Teachers, shall not be required to chair
18 ARC's.

19
20 Section R Early Childhood classrooms shall be staffed according to the requirements
21 of the Commonwealth of Kentucky.

22
23 Section S All student records, when requested, shall be forwarded to the receiving
24 school within seven (7) days, if available.

25
26 Section T The Employer shall provide Safe Crisis Management training for any
27 employee requesting such training.

28
29 Section U If requested by an employee, employee votes shall be by secret ballot.

30
31 Section V Employees shall be free to join or not join the Association. No employee
32 shall be discriminated against by either the Employer or the Association because of
33 membership or non-membership in any organization.

34
35 Section W The Employer acknowledges that all Employees have a right to steps on
36 the salary schedule.

37
38 Section X Employer Provided Training
39 The District will make available all ongoing professional development and training
40 required by federal and state law and board policy. The District will make available
41 professional development relating to the seclusion and restraint of students, student
42 bullying prevention, restorative practices, and diversity training.

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45 ARTICLE 6 – ACADEMIC FREEDOM
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1 The Parties agree that academic freedom is an integral part of the attainment of education
2 goals of the school system.

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

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

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

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

42
43 For middle school and high school teachers, if a student is exhibiting unsatisfactory
44 performance or is experiencing changes in performance, the parent/guardian must be
45 notified by the teacher at least one week prior to the end of the six (6) week grading cycle.
46 For elementary, if a student is not making satisfactory progress, the parent(s)/guardian(s)

1 must be notified, by phone or in writing, by the teacher at least two (2) weeks prior to the
2 end of the grading period

3
4 Employees shall be required to enter attendance once daily prior to the start of instruction
5 in elementary school locations, and by class period in middle and high school locations.
6 For middle and high school, attendance shall be turned in by the end of the class period.
7 In the event, the speed of onsite data transfer is not adequate for timely data entry, the
8 employer will allow for alternative methods for collecting onsite classroom data.

9
10 In addition, Teachers will make a record of phone calls, emails, and face-to-face
11 parent/teacher conferences and will submit this information to designated office personnel
12 for submission to the district information system(s) or teachers may enter this information
13 into the district information system(s).

14
15 Section D Employees shall be given four (4) days after the end of each grading period
16 to submit students' grades except for the end of semester grades for students classified
17 as seniors which shall be due thirty-six (36) hours after the last final exam administered.

18 19 20 ARTICLE 7 – STUDENT DISCIPLINE

21
22 Section A The Parties agree to effectively carry out the *Student Support and Behavior*
23 *Intervention Handbook* and the *Student Bill of Rights* adopted by the Employer. The
24 Association shall be a party to any evaluations and necessary revision of this Handbook
25 that shall continue to provide for elementary, middle and high school needs.

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

29
30 Section C The provisions of the *Student Support and Behavior Intervention*
31 *Handbook* and the *Student Bill of Rights* shall be subject to the Grievance Procedure.

32
33 Section D The Employer shall strive to provide a learning environment that is safe and
34 free from interruptions by disruptive students.

35
36 Section E Employees may, in compliance with the *Student Support and Behavior*
37 *Intervention Handbook* and the *Student Bill of Rights* temporarily remove a disruptive
38 student from the classroom.

39 40 41 ARTICLE 8 – EMPLOYEE EVALUATION

42
43 The performance of all employees shall be evaluated according to procedures developed
44 by the Employer or its agents. Such procedures shall be limited by the provisions of
45 Section A. Upon the observation of significant deficiencies in work performance, the
46 provisions of Section B or C, whichever is applicable, shall be followed in addition to those

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

3
4 Section A General Evaluation Procedure

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

1 12. An Advisory Committee, including employees nominated by the Association shall
2 be established annually for the purpose of reviewing and recommending
3 modification, if any, to the evaluation plan.
4

5 13. Tenured employees will be evaluated at least every three years. Non-tenured
6 employees will be evaluated yearly. Employees receiving Intensive Support may
7 be evaluated within the year of the Intensive Support.
8

9 Section B Intensive Support: When significant deficiencies in work performance have
10 been observed, an employee may be placed in Intensive Support as follows:
11

12 1. Significant deficiencies in work performance shall be noted in writing and
13 discussed with the employee in a conference.
14

15 2. The evaluator shall observe the employee's work performance a minimum of three
16 (3) 30-minute periods within a ten-week period (50 worked days) beginning with
17 notification. For the employee not assigned to a classroom, the evaluator must
18 observe the work performance of the employee for three (3) 30-minute periods
19 when the employee is fulfilling the employee's job responsibilities. The employee
20 shall be notified in advance of the time and date of one (1) observation for
21 evaluative purposes during the Intensive Support period. Intensive Support
22 observations shall be documented on a mutually agreeable form.

23 3. Each observation shall be followed by an evaluator/evaluatee conference within
24 the first five (5) days the employee is at work following the observation
25

26 4. The evaluator shall identify the professional staff services and/or materials that the
27 employee may use to help correct the identified deficiencies. There shall be
28 identified at least one (1) professional staff person (who may be a staff person at
29 the teacher's work site) who will not evaluate the employee, but who will be
30 available to assist/help a teacher on deficiency correct the identified deficiency
31 areas.
32

33 a. Once the Employer has identified the professional staff person to be
34 assigned, the employee on deficiency will have the option of waiving any
35 contractual right to assistance from the non-evaluative professional staff
36 person assigned.
37

38 b. The employee, the Association and the Employer will confirm in writing via
39 a mutually agreeable form that the required assistance has been offered
40 and/or the employee has waived their right to the assistance. This will occur
41 within the first ten (10) days after the notice of significant deficiency is
42 issued. Should the employee refuse to confirm the offer in writing, the
43 Employer will confirm the refusal in writing and provide the Association a
44 copy.
45

1 c. The Association and the Employer agree that the non-evaluative
2 professional staff person assigned to provide assistance will not provide any
3 testimony or evidence, before any arbitrator, concerning the teacher on
4 deficiency. However, the Employer may provide evidence of dates, times,
5 and description of assistance provided.
6

7 5. The Evaluator shall summarize the observations and conferences in writing and
8 provide a copy to the employee.
9

10 6. Intensive Support observations will only be included in the personnel file as a part
11 of the resulting summative evaluation.
12

13 7. An employee who has been placed in Intensive Support may appeal the
14 summative evaluation resulting from Intensive Support, but employment decisions
15 based on the Intensive Support process cannot be appealed to a LEAP.
16
17
18
19
20
21

22 Section C Exception

23
24 When a significant deficiency in work performance is recurring but does not lend itself to
25 30-minute observations, the evaluator shall note the deficiency in writing and hold a
26 conference with the employee to discuss the deficiency, identify professional staff
27 services and/or materials and to establish a specific timeline of no more than forty-five
28 (45) worked days for correcting the deficiency. Periodic conferences shall take place
29 within the specified time to assess progress towards correcting the deficiency. At the end
30 of the specified timeline, the evaluator shall write a summary of the conferences and
31 provide a copy to the employee.
32

33 Section D KTIP interns will be provided release time to observe other employees if
34 recommended by their KTIP committee.
35

36 Section E Non-Renewal

37
38 The Superintendent's right of non-renewal will be exercised according to the following
39 terms and conditions:
40

41 1. Non-tenured teachers shall have a mid-year performance evaluation if the teacher
42 worked full time in the classroom at least two-thirds (2/3) of the period before the
43 Evaluation Deadline. This mid-year evaluation will replace one of the
44 observations/E-2 required by the current evaluation process. The mid-year
45 evaluation process will include:
46

- a. Completion of a mid-year evaluation form including ratings and evidence for the domains specified in the Certified Evaluation Plan;
 - b. A narrative section where specific recommendations for improvement will be listed; and
 - c. A recitation of support services offered for areas of improvement noted
 - d. This E-2 may be delivered by certified mail.
2. When issuing a mid-year performance evaluation, the principal shall meet and discuss the evaluation with the teacher. The evaluation will be placed in the teacher's personnel file after the teacher has had the opportunity to comment upon the evaluation in writing [which must be received by the principal within twenty-one (21) calendar days following receipt by the teacher of the evaluation] and said comment, if timely received, shall also be included in the personnel file.
 3. The performance evaluation will be provided to the teacher by February 15 unless a teacher was hired on or after December 1 of the current school year in which case the performance evaluation will be provided to the teacher by March 15.
 4. Mid-year evaluations will only be done for teachers the principal believes could be recommended for non-renewal based on performance.
 5. The Parties agree that the Superintendent retains the right to non-renew the limited contract of a teacher pursuant to KRS 161.750 and such right to non-renewal is not impacted, abrogated or diminished by or subject to the Agreement between the Employer and the Association. The Association will not arbitrate or litigate the non-renewal of the limited contract of any teacher, or seek the re-employment of a teacher who has been non-renewed as a remedy to any grievance or litigation, except that the Association may file a grievance seeking renewal on behalf of a non-renewed teacher if that teacher worked full time in the classroom at least two-thirds (2/3) of the period before the Evaluation Deadline and did not receive a mid-year performance evaluation prior to the deadlines specified in #3 above. The subject of the grievance shall be expressly limited to whether the mid-year performance evaluation was drafted and made available to the teacher by the principal before the Evaluation Deadline.
 6. The Parties agree that non-renewal based on employee misconduct/discipline is not subject to the procedural requirements of Article 8 of the Agreement. Employee misconduct/discipline that occurs during a contract term may be grieved under Article 9 of the Agreement; however, the grievant may not seek as a remedy in such grievance-arbitration process renewal of the contract.

- 1 7. The Employer will agree not to report to EPSB the non-renewal of a non-tenured
2 teacher's contract for failure to meet local standards for quality of teaching
3 performance unless such a report is otherwise required by law.
4
- 5 8. In a non-tenured teacher's fourth year, the Superintendent shall use the following
6 process prior to not renewing the teacher's contract for performance reasons (and
7 thereby denying the teacher tenure):
8
- 9 a. If performance issues are noted that could lead to non-renewal, the teacher
10 shall be notified of the potential for non-renewal by March 1 and shall be
11 provided assistance, including but not limited to:
12
- 13 i. An evaluator shall observe the employee's work performance a
14 minimum of two (2) 30-minute periods within a six-week period (30
15 worked days) beginning with notification. For the employee not
16 assigned to a classroom, the evaluator must observe the work
17 performance of the employee for two (2) 30-minute periods when the
18 employee is fulfilling the employee's job responsibilities.
19
- 20 ii. An evaluator/evaluatee conference within the first ten (10) days the
21 employee is in attendance following each observation. The
22 evaluator will provide recommendations for improvement.
23
- 24 iii. The evaluator's written summary of observations and conferences.
25
- 26 b. Following the recommendation of non-renewal by a principal, the matter
27 shall be referred to a Review Committee:
28
- 29 i. The Review Committee will be selected on an annual basis and shall
30 consist of five (5) persons; three (3) teachers designated by the
31 Association and two (2) administrators designated by the Employer,
32 hereinafter referred to as the "Review Committee". The teachers will
33 be excused from their normal duties and there will be no Association
34 Leave charged for the time spent on Review Committee activities;
35
- 36 ii. The Review Committee shall review the personnel record of the
37 teacher and hear presentations, if any, from: the teacher, his or her
38 Association Representative, the principal, the evaluator discussed
39 above, and a representative of Human Resources:
40
- 41 iii. The Review Committee shall also consider the Teacher's
42 performance since the mid-year performance evaluation and any
43 other matter that the Parties wish to present;
44
- 45 iv. The Review Committee shall then issue a recommendation to the
46 Superintendent concerning the teacher's request for an additional

1 contract. If possible, the Review Committee will submit a joint
2 recommendation. If not, differing recommendations will be
3 submitted.
4

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

- 15 9. All the preceding provisions of Article 8, Section E, do not apply to tenured
16 teachers.
17

18 Section F Local Evaluation Appeal Panel (LEAP)
19

- 20 1. Evaluations may be appealed to a LEAP in accordance with the JCPS Certified
21 Evaluation Plan (CEP); after deliberation, LEAP may decide to do one or more of the
22 following:
23
24 a. Uphold the evaluation; or
25
26 b. Call for an additional or a replacement evaluation by the same or a different
27 trained evaluator; or
28
29 c. Rule in favor the appellant, either in whole or in part. (If the LEAP rules in
30 favor the appellant, the LEAP shall have the authority to modify the
31 evaluation or to delete/remove some or all of the evaluation).
32

33 However, a LEAP will be without authority to amend, delete, or otherwise affect
34 any employment action made by JCBE such as but not limited to termination or
35 non-renewal of an employee's contract.
36

- 37 2. Employees may choose to appeal an evaluation either through a LEAP or through
38 the grievance process. If the employee opts to use a LEAP for appeal, the
39 employee waives the right to the grievance procedure. If the employee opts to use
40 the grievance procedure, the employee waives the right to a LEAP for appeal.
41
42 3. The parties agree that form E-2 and mid-year evaluation are not appealable
43 through the LEAP.
44
45

46 ARTICLE 9 – EMPLOYEE DISCIPLINE

1
2 Section A No employee (including tenured, non-tenured) covered under the terms of
3 this agreement shall be disciplined, reduced in compensation, suspended for disciplinary
4 reasons, terminated, or adversely evaluated without just cause. To have just cause, the
5 Employer or its agents must comply with the following:
6

- 7 1. The employee has had opportunity to have foreknowledge of the possible or
8 probable disciplinary consequences of the conduct or performance.
9
- 10 2. The rule or order is reasonable related to the efficient and safe operation of the
11 District.
12
- 13 3. Before administering discipline, the Employer did make an effort to discover
14 whether the employee did, in fact, violate a rule, regulation or order of
15 management.
16
- 17 4. The Employer's investigation was conducted fairly and objectively.
18
- 19 5. The investigation produced substantial evidence or proof that the employee was
20 guilty as charged.
21
- 22 6. The District applied its rules, orders and penalties without discrimination.
23
- 24 7. The degree of discipline administered in the particular case reasonably related to:
25
 - 26 a. The seriousness of the employee's proven offense; and
27
 - 28 b. The employee's record of District service.
29

30 All information forming the basis for disciplinary action will be made available to the
31 employee.
32

33 Section B Any employee who is to be reprimanded in writing or formally disciplined by
34 the Employer or its agents shall have the right to a meeting with the
35 Superintendent/designee. A Representative of the Association may be present when
36 requested by the employee. Any employee who is to be reprimanded in writing shall have
37 the right to a meeting with the person issuing the written reprimand.
38

39 Section C Any complaint made against an employee which may be used in any
40 manner to adversely affect the employee shall be first promptly called to the attention of
41 the employee, or a District-level administrator if the complainant prefers (a complaint to a
42 District-level administrator should be made in writing). The employee must be afforded
43 an opportunity to answer the complaint and meet with the complainant (or the District-
44 level administrator) within two (2) weeks of receipt of the complaint in order to clarify the
45 situation and/or resolve it informally.
46

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

8
9 Section D When a tenured employee is being terminated, the Association will meet
10 with the employee and notify the Employer of which alternative remedy of appeal will be
11 pursued. The employee may select either the tribunal process provided for by statute or
12 the arbitration process provided for in this Agreement. If the employee selects the tribunal
13 process, the employee will notify the state of intent to appeal and thus waive the
14 contractual rights to arbitration under this Agreement. If the employee and the
15 Association opt to use the grievance-arbitration procedure, the employee waives the right
16 to a tribunal. If the employee opts to pursue a complaint using another agency, or in court,
17 the Parties will move forward with the grievance but work collaboratively in regard to
18 scheduling to limit the amount of duplicated effort and the possibility of inconsistent results
19 until either the grievance or the complaint is resolved.

20
21 Both parties understand that by policy of the Employer and related administrative
22 procedures, after due process, the following types of misconduct may cause immediate
23 discharge without prior discipline (the following are examples only, other matters may,
24 depending on the specific details of the occurrence, also warrant discharge without prior
25 discipline):

- 26
27 1. Theft of Employer's property,
- 28
29 2. Inappropriate and/or unlawful contact with a student,
- 30
31 3. Putting a student in serious jeopardy,
- 32
33 4. Immoral Conduct while on Employer property/duty hours,
- 34
35 5. Insubordination,
- 36
37 6. Fighting on Employer's property or during duty hours,
- 38
39 7. Failure to report an accident,
- 40
41 8. Willful or negligent damage of Employer's property,
- 42
43 9. Possession or use or being under the influence of narcotics, hallucinatory drugs or
44 alcohol on duty/on Employer's property,
- 45
46 10. Carrying a deadly weapon in violation of the law,

- 1
2 11. Falsification of the Employer's records and reports,
3
4 12. Refusal to submit to a reasonable suspicion drug or alcohol test,
5
6 13. Violations of the Kentucky Professional Code of Ethics as pertaining to KAR 1:020.
7

8
9 ARTICLE 10 – PERSONNEL FILES

10
11 Section A Contents

- 12
13 1. No documents except those listed below shall be placed in an employee's
14 personnel file:
15
16 a. Certification/license, ranks under Foundation Program;
17
18 b. Change of Status forms, re-election forms, requests/approvals of leaves of
19 absence and correspondence relating to such requests;
20
21 c. Transcripts, official notifications from universities/colleges;
22
23 d. Applications, letters of application, verification of experience and training,
24 Retirement System membership application;
25
26 e. Résumé;
27
28 f. Contracts of employment, job offers, acceptance of job offers:
29
30 g. Confidential information (See Section A 3);
31
32 h. Evaluations (Including form E-2's when "disciplinary ____ yes" box is
33 checked), complaints which have been made a matter of record,
34 reprimands, and commendations;
35
36 i. Previous employment data;
37
38 j. Professional staff data forms; and
39
40 k. Salary change information and rank position change documents.
41
42 2. An employee may within ten (10) days after receipt of an evaluation, complaint, or
43 discipline action file a written response to the document. The employee shall
44 provide a copy of the response to the originator of the evaluation or discipline
45 action and a copy to Personnel Services for attachment to the document. The
46 employee shall provide a copy of the response to a complaint to the Principal or

1 immediate Supervisor and a copy to Personnel Services for attachment to the
2 complaint.

3
4 3. All references and information originating outside the school system on the basis
5 of confidentiality, references and letters of recommendation obtained within the
6 system in the process of recommending the employee for employment or change
7 in position shall not be available for review by the employee. This is the only
8 confidential information that may be kept in the personnel file.

9
10 4. There shall not be established a separate confidential personnel file.

11
12 Section B Review of File

13
14 1. Except for the confidential contents therein, an employee may examine the personnel
15 file upon request. A Personnel Services representative must be present when the
16 file is reviewed.

17
18 2. An employee may request and shall receive at the employee's expense a
19 reproduction of any item in the personnel file, exclusive of the confidential contents.

20
21 3. An employee may have a representative of the Association present at any time the
22 personnel file is being reviewed by the employee.

23
24
25 ARTICLE 11 – TEACHING LOAD AND DUTY HOURS

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

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

1 Special Area teachers will be provided PLC opportunities with other Special Area
2 teachers.

3

4 Examples may include:

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

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

7 Week 2: No Faculty Meeting + 1 PLC*

8 Week 3: No Faculty Meeting + 1 PLC*

9 Week 4: No Faculty Meeting + 1 PLC*

10

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

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

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

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

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

16

17 *Prevents minimum planning time

18

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

25

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

29

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

32

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

38

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

1 meetings shall not be scheduled before and after school on the same day. A minimum
2 of two (2) weeks notice will be provided for any before or after school meeting exceeding
3 the one (1) hour per week meeting.

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

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

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

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

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

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

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

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

43
44 Section I Employees shall not be required to give medication to students unless they
45 have been provided with specific written instructions and training where appropriate and
46 with signed notarized requests by parents or guardians.

1
2 Section J The Employer shall maintain a program to provide substitutes for teachers
3 when they are absent. This provision shall not apply to providing substitutes for Social
4 Workers, Reading and Math Resource Teachers, Special Instructional Assistants,
5 Speech and Hearing Impaired Teachers, Middle School and High School and special
6 school Librarians, Elementary Exceptional Child Education Resource Teachers, Federal
7 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
10 of the Substitute Teacher Center, volunteers will be sought to provide coverage of
11 classes. Employees will provide coverage only during planning time and will complete
12 their planning time at the end of the same school day at the work site. Employees shall
13 be paid their hourly rate for the extra assigned duties.

14
15 Section K Employees are to attend the faculty meeting at the school where they end
16 their day. If an employee works at multiple schools, his/her principals/designees may in
17 consultation with the teacher agree to an alternate arrangement to allow participation at
18 a different faculty meeting at another school to which the teacher is assigned.

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

20
21 Section M Elementary Special Area Teachers shall collaborate in the development of
22 their teaching schedule with the building teaching staff and the building principal. The
23 Special Area teaching schedule shall not be altered without involving the same
24 collaborative process.

25
26 Section N Special Area Elementary Art, Music, Physical Education and Computer
27 Teachers shall have no more than one (1) hall bulletin board assigned to them for
28 preparation per building assigned.

29
30 Section O Special Area Elementary Art, Music, Physical Education and Computer
31 Teachers shall have no more than one major and one minor exhibition in each school. It
32 is also the responsibility of the Special Area Teachers to work with regular teachers when
33 preparing other programs.

34
35 Section P Special Area/Traveling Teachers are to report their absence to the Principal
36 of the first school to which they are assigned on the days of the absence, and are to
37 request a substitute through the substitute center. All Principals are responsible for
38 reporting Special Area/Traveling Teachers' absences daily to the home location for
39 payroll records.

40
41 Section Q If faculty meetings are used for professional development as planned by the
42 SBDM process, that time shall be counted as referred to in Article 11, Section C.

43
44 Section R Special Area Teachers of the hearing impaired shall have the right to stay
45 at a home school in their assigned region where they are already established, regardless
46 of the number of students that are currently enrolled at that school, subject to availability

1 of space, materials and equipment, principal and teacher acceptance, and region
2 changes.

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

9
10 ARTICLE 12 – CLASS SIZE

11
12 Section A The Parties agree that the following are important factors in establishing
13 class size:

- 14
15 1. Range of pupil age and achievement levels;
16
17 2. Pupil enrollment in achievement levels and courses;
18
19 3. Exceptionality of pupils enrolled in regular classes;
20
21 4. Number of available usable pupil stations;
22
23 5. Appropriateness of the facility to the curriculum and methods of instruction to
24 be used;
25
26 6. Availability of equipment for adequate teaching demonstration and pupil use;
27
28 7. Conditions which affect the health, safety and supervision of pupils;
29
30 8. Other professional and paraprofessional staff and technology;
31
32 9. Financial resources of the District; and
33
34 10. Law and regulations.

35
36 Section B Pupil class size after the 20th pupil day from the beginning of the school
37 year will not exceed the standards set forth by the state in laws and regulations with
38 *maximum limits* established as follows unless the teacher agrees:
39

- 40 1. Elementary Schools
41
42 Primary - 24
43 Grade 4 - 28
44 Grade 5 - 29
45

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

3
 4 2. Middle Schools

- 5
 6 Grade 6 - 29 (150 daily load)
 7 Grade 7/8 - 31 (150 daily load)
 8 Physical Education - 50

9
 10 Exceptions – Choral and Instrumental Music

11
 12 Classrooms that require a student workstation (Computer or lab setting) shall
 13 not exceed the number available.

14
 15 3. High Schools

- 16
 17 Maximum Daily Load -150
 18 Individual - 31 (daily load)
 19 Classroom Setting - 31 (non-CTE or CTE)
 20 Career Technical Courses - 27 (courses with small equipment, robotics, agriculture, engineering, etc.)
 21 Career Technical Courses with Lab - 20 (Rotational Classroom/Lab Settings: Trades, Culinary, Welding, Automotive)
 22 *Capstone Nursing Course - 15
 23 Physical Education - 50

24 Exceptions – Choral and Instrumental Music

25
 26 Classrooms that require a student workstation (Computer or lab setting) shall
 27 not exceed the number available.

28
 29 4. Exceptional Child Education

30
 31 The JCPS District operates Exceptional Child Education classes according to
 32 membership for each disability and class plan as outlined in the chart below.

33
 34 “Caseload for Special Classes” means the number of children with disabilities
 35 assigned to a teacher of exceptional children for the purpose of providing
 36 individualized specially designed instruction and related service in a special
 37 class setting.

38
 39 “Caseload for Resource Teachers” refers to the maximum number of student
 40 records for which a teacher can be assigned.

41
 42 “Class Size for Resource Classes” means the number of children with
 43 disabilities assigned to a teacher of exceptional children per period, block, or
 44 specified length of time set by the individual schools.

45
 46
 47

DISABILITY AND CLASS	CASELOAD	TOTAL GRADE	MAX. NO PER PERIOD	GRADE RANGE
----------------------	----------	-------------	--------------------	-------------

1	PLAN		RANGE		PER
2					PERIOD
3					
4	<u>Visually Impaired</u>				
5	Special Class	10	Grade Range of Assigned School	NA	NA
6	Resource Room	10	Grade Range of Assigned School	8	4 grades
7	Itinerant	10	K-12	8	4 grades
8					
9	<u>Hearing Impaired</u>				
10	Special Class	6	Grade Range of Assigned School	NA	NA
11	Resource Room	8	Grade Range of Assigned School	8	4 grades
12	Itinerant	10	K-12	8	4 grades
13					
14	<u>Physical Disability</u>				
15	<u>and Other Health</u>				
16	<u>Impaired</u>				
17	Special Class	16	Grade Range of Assigned School	NA	NA
18	Resource Class	20	Grade Range of Assigned School	10	6 grades
19					
20					
21	<u>Speech-Language</u>	65	NA	NA	NA
22					
23	<u>Emotional-</u>				
24	<u>Behavioral</u>				
25	<u>Disability</u>				
26	Special Class	8	Grade Range of Assigned School	NA	NA
27	Resource Class	15	Grade Range of Assigned School	8	4 grades
28					
29	<u>Mental Disability –</u>				
30	<u>Mild Level</u>				
31	Special Class				
32	Primary – 6	15	Grade Range of Assigned School	NA	NA
33	Secondary 7 – 12	15	Grade Range of Assigned School	NA	NA
34					
35					
36	Resource Class				
37	Primary – 5	15	Grade Range of Assigned School	8	4 grades
38	Grade 6	15	Grade Range of Assigned School	10	4 grades
39	Secondary 7 – 12	20	Grade Range of Assigned School	10	4 grades
40					
41					
42	<u>Moderate/Severe Disability</u>				
43	Special Class	10	Grade Range of Assigned School	NA	NA
44	Resource Class	10	Grade Range of Assigned School	8	6 grades
45					
46					
47	<u>Specific Learning</u>				
48	<u>Disability</u>				
49	Special Class				
50	Primary – 6	10	Grade Range of Assigned School	NA	NA
51	Secondary 7 – 12	15	Grade Range of Assigned School	NA	NA
52					
53					
54	Resource Class				
55	Primary – 5	15	Grade Range of Assigned School	8	4 grades
56	Grade 6	15	Grade Range of Assigned School	10	4 grades
57	Secondary 7 – 12	20	Grade Range of Assigned School	10	4 grades

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Multiple Disabilities

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

Home/Hospital

Special Area Teacher 12

Hospital Instruction 15

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

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

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

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

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

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

10
11 Section H If it becomes necessary to exceed maximum class size, the involved
12 teacher will have the following alternatives:

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

24 25 26 ARTICLE 13 – MATERIALS AND FACILITIES

27
28 Section A The Parties recognize that optimum school facilities for both students and
29 employees are desirable to enhance a high quality of education. Appropriate texts, library
30 reference materials, maps and globes, laboratory equipment, audio-visual equipment, art
31 supplies, physical education equipment, current periodicals, lesson plan books, standard
32 tests and questionnaires, telephones, computers and computer networks and similar
33 materials are the tools of the teaching profession.

34
35 Section B Employees shall be provided with materials and facilities for lesson
36 preparations and other assigned duties. The Employer shall provide for employees the
37 following:

- 38
39 1. Access to duplicating services for the preparation of instructional materials;
- 40
41 2. White boards, fans, file cabinets and bulletin boards where applicable;
42 (The District and the Association will create a plan to provide whiteboards where
43 desired based upon available funding.)
- 44
45 3. Curriculum guides and desk copies of textbooks and workbooks required for
46 classes which will remain the property of the Employer and shall be returned;

1 however, desk copies of state adopted textbooks shall be in the form of teaching
2 manuals;

- 3
- 4 4. Classrooms or workspace as defined and approved according to state regulations;
- 5
- 6 5. Record books, lesson plan books, paper supplies, erasers and other such supplies
7 and materials required by the Employer in daily teaching responsibilities including
8 materials for art, music, physical education and computer in the elementary
9 schools;
- 10
- 11 6. Restrooms;
- 12
- 13 7. Custodial care and maintenance;
- 14
- 15 8. A telephone in each standard classroom;
- 16
- 17 9. Restoration of teaching areas damaged by vandalism or other causes;
- 18
- 19 10. Internet access;
- 20
- 21 11. Access to electronic mail service; and
- 22
- 23 12. Lockable storage space.

24

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

- 26
- 27 1. Lockable desk where applicable;
- 28
- 29 2. Lounges for which they will be expected to exercise reasonable care;
- 30
- 31 3. Parking facilities (preferably off-street); and
- 32
- 33 4. A system whereby Employees can effectively and expeditiously communicate with
34 the school office in the event of an emergency.
- 35

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

38

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

41

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

1
2 Section G Upon the request of Employees, Principals shall install drink and snack
3 vending machines in the lounges or other suitable locations.
4

5
6 ARTICLE 14 – SAFETY
7

8 Section A The Parties agree that it is the responsibility of the Employer to provide and
9 maintain a safe place of employment. Consistent with the Employee’s assignment, it is
10 the responsibility of the Employee to report observed unsafe or hazardous practices or
11 conditions. The Principal or immediate Supervisor will contact duly qualified personnel
12 who will in turn make a timely inspection and take steps to remedy the conditions.
13 Employees shall not be required to work under reported conditions found to be
14 detrimental to their health, safety or well-being.
15

16 Section B Employees shall not be required to perform tasks which endanger their
17 personal health, safety or well-being and/or the personal health, safety and well-being of
18 their pupils.
19

20
21 ARTICLE 15 – ASSIGNMENT
22

23 Section A In high schools and middle schools, the Principal/administrator, or
24 designee, after consulting with the Department Head, will decide which courses to offer
25 in each department. The Principal shall have the responsibility and the authority to assign
26 teacher employees within a school to a department(s) based upon the following criteria:
27 certification, preference, measurable employee capabilities, needs of educational
28 program, seniority, and balance of workload.
29

30 The Principal, after meeting with members of a department to discuss application of the
31 above mentioned criteria, shall apply the criteria in determining class assignments.
32

33 Section B In the elementary school, the Principal/administrator, or designee will meet
34 with the teacher employees in the school to determine any changes in the assignment of
35 teacher employees to each grade level(s). Assignments will be made using the following
36 criteria: certification, preference, measurable employee capabilities, needs of education
37 program, seniority, and balance of workload.
38

39 Section C Employees shall be given written notice of their intra-school assignments
40 for the forthcoming year not later than June 15th. In the event that changes in these
41 assignments are made after June 15th, the Employees so affected will be notified promptly
42 of the unforeseen situation.
43

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

1
2 Section E When Employees are involuntarily assigned to a position outside the scope
3 of their teaching certificate, they will be given an opportunity for assignment to a position
4 for which they are properly certificated when vacancies occur.

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

12
13 Section G Special Area teachers such as elementary art, music, physical education
14 and computer services shall not be provided for early childhood classes.

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

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

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

36 ARTICLE 16 – TRANSFERS

37
38 Section A General Procedures

- 39
40 1. On request, the Employer shall electronically provide the Association a list of
41 all known teaching vacancies that need staffing for the forthcoming school year.
42 Prior to any teaching vacancies being posted system-wide, Employees within
43 the schools affected shall have first consideration for said positions as per the
44 Assignment Article.
45

- 1 2. Employees desiring to transfer to another school shall electronically file a
2 request with Personnel Services between February 22 and March 22. Such
3 requests shall include the organizational level(s) and/or the area(s) for which
4 the Employee is certificated and desires to be assigned, the school(s) [a
5 maximum of five (5) in high school, middle school, elementary school, and
6 special schools] to which the employee desires to be transferred in order of
7 preference. An additional five (5) schools may be added to the list if they are
8 Level 2 and 3 schools. An Employee may list a professional frame of reference
9 on the transfer form. The professional frame of reference shall include only
10 one of the following options:
11
12 a) Any position for which the Employee is certified;
13
14 b) Only positions covered by specific area(s) of certification listed by the
15 Employee;
16
17 c) Primary only;
18
19 d) Intermediate only;
20
21 e) Instrumental Music only; or
22
23 f) Vocal Music only.
24
25 3. Employees requesting transfers will be ranked on a list according to their
26 seniority in the Jefferson County Public Schools. Employees must re-submit
27 requests each year by March 22 in order to remain on the transfer list.
28
29 4. Any Employee who is designated as overstaff or who is returning from leave of
30 absence for which a specific position is not being reserved shall be notified by
31 the Employer of the need to submit a request to be placed in the proper ranking
32 on the transfer list.
33
34 5. If a position is not available within the professional frame of reference, the
35 Employee will not be voluntarily transferred. A transferred Employee will be
36 assured an assignment within the professional frame of reference for one year
37 unless there are changes in the classroom configuration, student enrollment,
38 or teacher allocations at the school center in which case, Article 15 -
39 Assignment shall be implemented.
40
41 6. At the time the transfer is processed, the highest preference available will be
42 granted to the Employee. The processing of a transfer removes an Employee
43 from the transfer list.
44

- 1 7. Transfers will be granted and vacancies staffed from the transfer list according
2 to the needs of the educational program, certification, seniority, employee
3 preference, state laws and court orders.
4
- 5 8. An Employee requesting a transfer must accept the transfer made prior to the
6 opening of school unless the Employee has previously notified in writing the
7 appropriate administrator in Personnel Services of a desire to withdraw the
8 request.
9
- 10 9. The Association will be provided a transfer list by March 23rd of each school
11 year. The list shall include the Employee's name, seniority date, race, transfer
12 status and assignment schools requested.
13
- 14 10. Every reasonable effort will be made to determine programs, including federal
15 programs, and identify the locations to which they are assigned as early as
16 practicable so that Employees may take this information into account as they
17 exercise their transfer rights.
18
- 19 11. A voluntary transfer is not available to a teacher on intensive support
20 evaluation.
21

22 Section B Teacher Transfer Selection

- 23
- 24 1. By March 23rd of each school year, bargaining unit members shall elect by
25 secret ballot three (3) representatives to serve with the Principal on the Teacher
26 Transfer Selection Committee. The election of this Committee shall be
27 conducted by the JCTA Professional Representative and the Principal at a
28 duly-called faculty meeting.
29
- 30 2. The Teacher Transfer Selection Committee shall receive from Personnel
31 Services the names of the eight (8) most senior teachers requesting a transfer
32 and agreeing to interview at that school. The Committee shall interview up to
33 eight (8) teachers seeking the transfer and based on those interviews shall
34 select, by majority vote, the teacher to be offered the transfer. The Committee
35 shall interview each teacher on the list provided by Personnel Services in
36 seniority order until the Committee offers the transfer to an interviewed teacher.
37 Should the teacher offered the transfer decline, the Committee may resume
38 interviews and may offer the position to one of the remaining interviewed
39 applicants. The Teacher Transfer Selection Committee shall comply with all
40 applicable state and federal statutes in their selection process.
41
- 42 3. If there are fewer than four (4) employees seeking transfer to a particular
43 position, the Employer may interview as many candidates, including new hires,
44 for employment as needed to allow for at least four (4) interviews. The
45 Employer may also interview involuntary transfer candidates not on the

1 school's list, but in no case shall the total number of interviews exceed eight
2 (8).

- 3
- 4 4. A teacher declining an interview or a transfer offer from their voluntary list of
5 transfer choices will have their voluntarily list destroyed and will be removed
6 from the transfer list if their transfer is a voluntary choice only.
7
- 8 5. The Employer reserves the right, in compliance with the JCBE/JCTA
9 Agreement, to veto the Teacher Transfer Selection Committee's decision
10 should there be certified staff under contract that would remain surplus if not
11 assigned.
12
- 13 6. Schools utilizing the Teacher Transfer Selection process will have from March
14 30th of the current school year until March 21st of the following school year to
15 make their selections in accordance with the above procedures.
16
- 17 7. Beginning June 1st, overstaffed teachers will be placed from the overstaff list
18 according to the needs of the educational program, certification, seniority,
19 employee preference, state laws, and court orders. Upon placement of all
20 overstaffed employees, the Employer will notify the Association.
21
- 22 8. Beginning July 1st through the July 15th, the Teacher Transfer Selection process
23 will not be utilized to fill vacancies. Vacancies filled during this time will be filled
24 only by teachers interviewed from the current voluntary and involuntary transfer
25 lists (no new hires). Only locations where no transfer requests exist will be
26 filled via new hires, except that new hires may be considered if less than four
27 (4) candidates are on a location's transfer list.
28
- 29 9. To allow ample time for existing teachers to plan for the coming school year,
30 the teacher transfer process will be suspended beginning July 16th. Remaining
31 vacancies will be filled by new hires after posting vacant positions on the job
32 list. The standard Teacher Selection process will resume August 1.
33
- 34 10. Beginning August 1, Employees eligible for an interview for mid-year openings
35 will be interviewed in February. The Teacher Transfer Selection Committee
36 will interview eligible employees and the teacher currently in the position. The
37 teachers selected using the Teacher Transfer Selection process shall be
38 placed in (or shall continue in) the granted position at the beginning of the
39 following school year.
40

41 Section C Transfers Resulting from Overstaff

- 42
- 43 1. Employees may be declared overstaff in a school as a result of reduced pupil
44 enrollment, educational program changes, or adjustments in staff allocations.
45 Employees in schools which are closed or where the existing program is closed
46 and a new program implemented may be considered overstaff.

- 1
2 2. Principals/administrator, or designee shall have the responsibility and authority
3 to designate employees who are overstaff according to certification and
4 seniority. Employees serving as athletic directors, head football and head
5 basketball coaches in the senior high schools shall be exempt from this
6 provision.
7
- 8 3. Overstaffed employees will be offered an opportunity to return to vacancies in
9 the school from which they were overstaffed within the first two weeks after
10 school begins.
11
- 12 4. Classroom teachers transferred involuntarily after the beginning of the school
13 term shall be provided one day to set up the classroom when it has not
14 previously been organized.
15
- 16 5. When the number of resource employees is reduced, the affected employees
17 shall be overstaffed according to their certification and seniority by program
18 area.
19
- 20 6. The District shall not use Section E of this Article to create a vacant position
21 (i.e., overstaff a teacher) for a coach.
22

23 Section D Transfer of Special Area Teachers

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

1 5. Special Area Teachers in art, music, computer and physical education will be
2 offered the opportunity for assignment to a full-time art, music, computer or
3 physical education position which has become available in their specific school
4 grouping.

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

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

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

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

18
19 Section F The Employer could Section E a coach into a building.

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

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

26
27
28 **ARTICLE 17 – PROMOTIONS**

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

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

38
39 Section B Promotional and/or administrative positions will be advertised. General
40 qualifications, range of compensation, and performance responsibilities will be included
41 in the online posting for available positions.

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

1
2 Section D All qualified employees shall be provided an opportunity to make an
3 application for administrative positions. Consideration shall be given to the applicant's
4 general qualifications according to the requirements of the position.

5
6 Section E Applicants for a specific position who are not appointed by the
7 Superintendent will be notified.
8

9
10 ARTICLE 18 – LAYOFF/RECALL

11
12 Any layoff in teaching staff shall conform to this article and federal and state laws and
13 regulations and court orders.

14
15 Section A The following procedures shall apply to layoff:

- 16
17 1. The Superintendent/designee will meet with representatives of the Association to
18 discuss the need for the layoff and the approximate number of possible positions
19 prior to the individual personnel agenda notification to the Board.
20
21 2. The Employer shall suspend the contracts of the least senior teachers in the
22 teaching fields affected by the reduction when the reason is decreased enrollment
23 of pupils.
24
25 3. The contract of a teacher employee on continuing contract shall not be suspended
26 until all contracts of teacher employees on limited contracts in fields affected by
27 the layoff have been suspended. No less senior person shall be allowed to remain
28 in a teaching position for which a more senior person is subject to layoff. The less
29 senior person shall have certification restricted for use in this District until all more
30 senior employees in the certification area have been recalled.

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

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

40 Section D Employees on layoff: (1) will initially be offered recall to any assignment for
41 which they are certificated (fulfills legal obligations and removes from unemployment), (2)
42 will be allowed to decline recall to assignment outside their professional frame of
43 reference which they have previously designated, and (3) will, after the first contact, be
44 offered recall only to assignments within their professional frame of reference.
45

1 Section E Employees on layoff shall have the option at their expense to remain active
2 participants in all Employer and State paid insurance benefit programs to the extent they
3 are available to the employees from the carriers.
4

5 Section F Employees on layoff may apply for employment as substitute teachers and
6 shall be selected before other substitute teacher applicants are employed.
7

8 Section G Employees will be credited with unused accumulated sick leave and placed
9 on the proper rank and step of the salary schedule upon return to active employment.
10 They will not receive salary increment credit for non-active employment time nor will such
11 time count toward acquiring continuing contract status.
12

13 Section H The Employer will provide to the Association upon request the employees'
14 names, certification if in the computers, seniority dates and work locations for all
15 employees with less seniority than the most senior employees affected by the layoff.
16

17 Section I The Parties agree that every reasonable effort shall be made to acquire and
18 use the most current data and information to establish accurate staffing projections as
19 soon as possible for making layoff decisions in order to avoid retaining less senior
20 employees during layoff.
21

22 23 ARTICLE 19 - INSERVICE/PROFESSIONAL DEVELOPMENT 24

25 Section A The parties agree that employees should use the resources available
26 through the school system's staff development efforts, the curriculum center, school and
27 central office professional libraries, college and university sponsored training programs,
28 seminars, workshops and professional publications.
29

30 Section B The Parties agree that continued accreditation by the AdvancED may be
31 desirable. During AdvancED evaluations employees will carry out assigned
32 responsibilities as they pertain to accreditation procedures. The employees'
33 responsibilities shall be assigned as nearly equally among them as practicable.
34

35 Section C The Employer will pay salary or stipend, and expenses to employees
36 participating on an optional basis in courses, workshops, seminars, conferences, in-
37 service training and other such programs which employees are requested to take by the
38 Employer to the extent provided under federal and other externally and internally funded
39 programs.
40

41 Section D The Employer will pay full salary to employees participating in workshops,
42 seminars, conferences, in-service training and other such programs where employees
43 are required by the Employer to participate. A teacher cannot receive both professional
44 development credit and compensation for attending courses, workshops, seminars,
45 conferences, in-service training and other such programs.
46

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

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

15 ARTICLE 20 – ASSISTANCE IN ASSAULT/INJURY
16

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

25 Section B The Employer shall provide assistance for the purpose of advising the
26 employee of rights and, upon request, to accompany the employee in court
27 appearances. The Employer shall assist the employee by obtaining from the police and
28 the principal relevant information concerning the alleged offender and by acting in other
29 appropriate ways as liaison between employee, school officials and police. The
30 assistance is intended to apply solely to the criminal aspect of any cases arising from
31 such assault/injury.
32

33 Section C Time required for appearance in any criminal aspect of a legal proceeding
34 connected with an assault/injury on an employee sustained in the course of employment
35 shall be granted as leave and shall not be deducted from sick, personal or emergency
36 leave days.
37

38 Section D There shall be no loss of wages to an employee for work time lost because
39 of personal injury incurred on the employee while in performance of assigned duties for
40 a period up to and including one hundred eighty-five (185) days subsequent to the first
41 day of absence related to the assault/injury. This benefit will be coordinated with worker's
42 compensation plan and the regulations related thereto. An employee shall not incur the
43 loss of emergency, personal or sick leave days as a result of the injury while performing
44 duties on the job.
45

1 Wages lost because of disability resulting from the assault/injury for a period longer than
2 one hundred eighty-five (185) days shall be reimbursed to the extent of Employer and/or
3 state employee benefits programs.
4

5 The Employer may require the Employee to submit to a physical exam by the Employer's
6 physician to determine ability to return to work. Such exam shall be paid by the Employer.
7

8 Section E Employees shall be reimbursed for the costs of medical, surgical, hospital
9 or rehabilitative services exceeding the amount of any insurance reimbursement to which
10 the employee is entitled under coverage provided by the Employer and/or the state for
11 personal injury incurred as the result of an assault sustained in the course of employment
12

13 Section F In the case of a serious assault/injury every effort will be made to allow an
14 employee to transfer to another work location. Such an assault/injury must have occurred
15 while the employee was performing his/her duties.
16
17

18 ARTICLE 21 – SUMMER SCHOOL/EXTENDED SCHOOL SERVICES

19

20 Section A Teaching positions in the Summer School/Extended School Services will be
21 staffed first by qualified persons who are current employees in the Jefferson County
22 Public Schools.
23

24 Section B In filling Summer School teaching positions the Employer will use the
25 following process:
26

- 27 1. The Employer shall advertise that all employees interested in teaching Summer
28 School may apply and be placed on a rotation list by seniority. An employee will
29 remain on the Summer School rotation list and will be considered for Summer
30 School employment any year in which the employee submits an application to
31 teach Summer School.
32
- 33 2. Employees may apply for specific school locations(s) and teaching assignment or
34 may submit applications for any summer assignment for which qualified.
35
- 36 3. In extenuating circumstances an employee may at any time prior to an offer of
37 summer school employment withdraw an application and maintain his/her position
38 on the summer school rotation list.
39
- 40 4. Employees employed in Summer School rotate to the bottom of the list for the next
41 year.
42
- 43 5. Employees who have applied to teach Summer School and are offered a Summer
44 School position but refuse the position will drop to the bottom of the rotation list
45 along with those who worked Summer School.
46

1 6. Employees on lay-off or on leave are eligible to apply for Summer School positions
2 and will be placed on the list according to seniority. Employees applying for
3 Summer School positions while on leave must have formally requested to return
4 to active status in the fall.

5
6 7. Employees who apply in years following formation of the first rotation list will be
7 placed on the bottom of the Summer School rotation list by seniority.

8
9 Section C Projected locations and teaching positions for Summer School if known
10 shall be published by May 1.

11
12 Section D Those employed in the Summer School may use up to two (2) days of sick
13 leave accumulated as of the end of their preceding contract year. Those employed in
14 Extended School Services where the program is conducted as an extended school year,
15 and students are in attendance on a daily basis, a teacher working in a program of 1 to
16 29 days is eligible to utilize one (1) sick leave day. Those employed 30 days or more will
17 be eligible to utilize two (2) sick leave days.

18
19 Section E The articles on School Board Authority, Academic Freedom, Assistance in
20 Assault/Injury, Safety, Student Discipline, Employee Rights, Employee Discipline, and
21 Materials and Facilities shall apply to extended school services and tuition Summer
22 School.

23
24 Section F

25
26 1. Employees providing services under the Extended School Services of KERA shall
27 be paid their hourly rate.

28
29 2. Selection of employees for teaching responsibilities in the Extended School
30 Services program with KERA and summer school shall be by:

31
32 a. Employees of the school will be selected in accordance with Article 15,
33 Section A and B.

34 b. If the position is not filled by one of the above methods, the position will be
35 filled by the process outlined in Section B of this article.

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

41
42
43 ARTICLE 22 – SCHOOL CALENDAR

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

1
2 Section B The employee representatives on the Committee shall have the opportunity
3 to offer suggestions and make recommendations with respect to the development of the
4 annual School Calendar.

5
6 Section C The Superintendent's recommendation to the Employer pertaining to the
7 annual adoption of the School Calendar will be provided to the Association at least two
8 weeks in advance of the recommendation.

9
10 Section D The School Calendar shall provide:

11
12 For the 2018-2019 School year, there will be 187 paid days, which will include:

- 13
14 4 paid holidays
15 4 in-service days of which at least three (3) will be flexible in-service days
16 2 Gold Days
17 1 opening day
18 1 closing day

19
20 For the 2019-2020 School year and beyond, there will be 187 paid days, which will
21 include:

- 22
23 4 paid holidays
24 4 in-service days of which at least two (2) will be flexible in-service days
25 2 Gold Days
26 1 opening day
27 1 closing day

28
29 One-half (1/2) of the opening and closing days shall be used solely for the purpose of the
30 employees opening and closing their assigned areas.

31
32 Half of each Gold Day at all grade levels shall be reserved for grade group, team, or
33 department meetings for purposes such as analyzing student work, reviewing portfolio
34 inventories, designing assessments, developing graphic organizers and other
35 instructional tools, developing unit assessments, and using Core Curriculum Guides for
36 grade group, team or department planning and lesson development, disaggregating
37 and/or monitoring student data and developing strategies to address the key findings, and
38 formulating grade group, team or department plans for applying lessons from the school's
39 professional development sessions.

40
41 Two (2) parent-teacher conference days are added to the School Calendar as extended
42 employment. Teachers will be paid their normal per diem as defined in the Agreement
43 for participating in the scheduled parent-teacher conference days. Schools may alter the
44 normal scheduled workday start time in order to better accommodate parents. Schools
45 may schedule other functions in lieu of parent-teacher conferences. If parent-teacher
46 conference days are used for other purposes, then one-half (1/2) of each day at all grade

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

8
9 A work day during the five (5) weekdays preceding the opening day of the School
10 Calendar may be an extended employment day for teachers. Teachers will be paid at
11 their normal per diem as defined in the Agreement for participating in the scheduled work
12 day.

13
14 General Election day will be designated as a non-work day for employees in the adopted
15 School Calendar.

16
17 When the start of the student school day is delayed by two or more hours, teachers will
18 operate on a delay of one hour less than the delay for students.

19
20
21 **ARTICLE 23 – TEAM LEADERS, DEPARTMENT HEADS AND GRADE GROUP**
22 **CHAIRPERSONS**

23
24 Team Leaders, Department Heads and Grade Group Chairpersons will be selected
25 annually by the principal/administrator, or designee in conjunction with the employees in
26 that department, team or grade group.

27
28
29
30
31 **ARTICLE 24 – LIBRARIANS**

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

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

44
45 Section C The employer shall strive to see that all school library media centers meet
46 guidelines of the AdvancED.

1
2
3 ARTICLE 25 – EXCEPTIONAL CHILD EDUCATION
4

5 The Employer recognizes its responsibility to provide exceptional child education
6 employees with facilities, materials, and services appropriate to fulfilling their duties
7 consistent with the provisions of IDEA – Individuals with Disabilities Education Act as
8 amended and resulting regulations.
9

10 Section A All appropriate employees shall have the opportunity to participate in ARC
11 meetings as required by federal and state laws/regulations. All employees involved in the
12 instruction of exceptional child education students shall have a copy of the IEP and have
13 it explained, if needed.
14

15 Section B Conferences or meetings with parents or legal guardians resulting from
16 IDEA – Individuals with Disabilities Education Act – as amended in which employees are
17 required to participate shall be scheduled during employees’ duty hours whenever
18 possible. The ARC chairperson or designee will take into consideration the classroom
19 teacher(s) schedule when arranging for ARC meetings.
20

21 Section C Art, music, physical education and computer shall be provided to
22 exceptional child education pupils as written on the student’s Individual Education
23 Program (IEP).
24

25 Section D Exceptional child education employees shall be provided time during duty
26 hours to use for the required placement testing of pupils. Teachers will not be required
27 to use planning time for this purpose.
28

29 Section E Student ECE records, when requested, shall be forwarded to the receiving
30 school within seven (7) days if available.
31

32 Section F Alternative portfolios for ECE students shall be completed in accordance
33 with Commonwealth of Kentucky requirements.
34

35 Section G The District and local school will give consideration to different levels of
36 functionalities when combining ECE students with different disabilities into any classroom.
37

38 Section H When requested, ECE Resource Consultants will work to develop
39 appropriate interventions for students.
40

41
42 ARTICLE 26 – LEAVES OF ABSENCE
43

44 The Employer shall grant leaves to employees in accordance with state and federal laws
45 and regulations and the provisions of this article.
46

1 Section A Sick Leave
2

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

36 The association shall save the Employer harmless against any claims, legal or
37 otherwise, for Sick Leave Bank enrollment if the Association is given the
38 opportunity to provide all necessary legal services to defend such claims.
39

40 Section B Medical Leave
41

- 42 1. A medical leave of absence shall be granted for a period of two (2) consecutive
43 school years and, upon subsequent request, may be renewed for two (2) additional
44 years. The written request shall be made to Personnel Services.

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

- 1
2 2. Whenever any employee has been advised by a physician or otherwise knows of
3 any interruption of assigned duties due to anticipated medical reasons and which
4 may reasonably be expected to last thirty (30) or more days, the employee shall
5 notify Personnel Services and upon request be granted a medical leave of absence
6 according to Section A 5 of this article. Such notice shall be given in writing and
7 accompanied by a physician's statement setting out the anticipated date of
8 commencement of interruption of duties and whether the employee is to retain the
9 same assignment.
- 10
11 3. The employee shall notify the Employer as soon as possible of any change in the
12 return date. Said notice shall be accompanied by the written permission of the
13 physician.
- 14
15 4. The Employer will keep the employee's assignment available upon resumption of
16 assigned duties provided:
 - 17 a. Such assignment has not been eliminated during the employee's absence
18 for any valid reason
 - 19 b. The employee's planned absence does not exceed ninety (90) days
 - 20 c. An employee must return to work for a minimum of ten (10) days to re-start
21 the ninety (90) day count whether using paid or unpaid leave
- 22
23 5. Employees returning from a long-term leave of absence (an absence exceeding
24 90 days) will fill out the JCBE/JCTA agreed upon form "Release to Return from
25 Leave of Absence" and return the form to the District Leave Center (in person or
26 via fax) along with any medical documentation if applicable.
 - 27 a. Upon receipt of the necessary information, the employee will be provided
28 with a "District Release" form that they will present to their administrator
29 upon their return to work (employees can request that this form be emailed
30 to them).
 - 31 b. Employees returning from a long-term leave of absence are encouraged to
32 return the "Release to Return from Leave of Absence" form in person to the
33 District Leave Center but are not required to do so.
- 34
35
36 6. Employees who qualify for and are awarded workers compensation payments shall
37 be placed on medical leave with unused sick leave coordinated with the workers
38 compensation payments so as to sustain the level at a total of 100% regular wages.

39
40
41
42
43
44 The Employer shall save the Association harmless against any legal claims related
45 to the implementation of this section.
46

1 Section C Emergency Leave

2
3 For the purpose of the section “emergency” shall mean a sudden unexpected happening;
4 an unforeseen occasion or condition; a sudden or unexpected occasion for action.

- 5
6 1. Legitimate reasons for granting emergency leave with pay shall include:
7
8 a. Death or funeral of relative by blood or marriage (specify relationship)
9
10 b. Emergency situations resulting from natural disasters; i.e., tornado, flood
11 (specify exact reason)
12
13 c. Such other reasons of emergency or extraordinary nature as approved by
14 the Superintendent’s designee. (Letter of explanation required.)
15
16 2. All employees shall be credited with two (2) days of emergency leave per
17 year. Emergency leave will be credited on the initial day of employment and will
18 not accumulate from year to year. All emergency leave granted under this section
19 will be granted in units of full days.
20
21

22 Section D Personal Leave

- 23
24 1. All employees shall be credited with three (3) days of personal leave per year. The
25 use of these days shall be at the employee’s discretion. Unused personal leave
26 shall accumulate as sick leave.
27
28 2. Personal leave will be granted upon request to employees who give prior notice to
29 the principal or immediate supervisor by noon of the preceding day.
30
31 3. Personal leave days will not be granted for the last five (5) days of the school term
32 (student attendance days) except for the purpose of attending graduation
33 ceremonies for the employee, their spouse, children, step-children, foster children,
34 or grandchildren. A principal/administrator or designee may approve personal
35 leave during the last five (5) days for the purpose of attending graduation
36 ceremonies for other extended relatives by blood or marriage when sufficient proof
37 of the relationship and event is provided.
38
39 4. The principal or immediate supervisor may deny personal leave if the total requests
40 exceed 10% of the teaching staff for any one day.
41
42 5. Job share employees who have signed a Job Share Agreement with another
43 teacher and their principal to share one full-time job, will each receive 2 personal
44 days, at a rate of 3.5 hours per day.
45

- 1 6. Part-time teachers who work at least 50% (654.50 hours per year) of the full-time
2 teacher work year (1,309 hours per year) and are assigned to an approved working
3 calendar will receive 2 personal days, at a rate of 3.5 hours per day.
4
- 5 7. Part-time employees that work a 7-hour day described in #5 and #6 above will
6 receive 1 personal day.
7
- 8 8. Employees working at least 92 days will receive personal leave as defined in
9 numbers 6 and 7.
10
- 11 9. Part-time retirees are not eligible for personal leave.
12

13 Section E Adoption/Child Rearing Leave
14

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

34 Section F Professional Leave
35

- 36 1. The Employer shall budget and establish a bank of four hundred (400) Professional
37 Leave days.
38
- 39 2. The use of seventy-five (75) of the four hundred (400) Professional Leave days
40 shall be used solely at the discretion and direction of the JCTA President, but
41 exclusively for professional development/training of employees.
42
- 43 3. Bargaining unit members wishing to use paid Professional Leave shall make
44 application on the appropriate form which shall be mutually agreed upon by the
45 parties.
46

1 4. All bargaining unit members application for said leave shall be reviewed for
2 approval or denial by the Professional Leave Committee except as outlined in
3 number 2 above.

4
5 5. The Professional Leave Committee shall be composed of three (3) bargaining unit
6 members appointed by the Association and three (3) administrators appointed by
7 the Superintendent.

8
9 Section G Educational Leave

10
11 A leave of absence of up to three (3) years shall be granted to any employee upon
12 application for educational or professional purposes. Upon return if the employee submits
13 evidence in accordance with established procedures that this leave was used for the
14 stated purpose for which it was granted, the employee shall be placed on the salary
15 schedule at the level which would have been achieved had the employee remained
16 actively employed in the system during the period of absence, provided however that time
17 spent on said leave will not count toward the fulfillment of the time requirements for
18 acquiring a continuing contract.

19
20 A teacher's seniority status will be maintained and the teacher will be placed in the line of
21 seniority where they would have been had they not taken the leave.

22
23 Section H Military Leave

24
25 Any employee who enters active duty shall be granted an unpaid leave for a period not
26 to exceed the initial period of service. Any employee on military leave and within ninety
27 (90) days after the employee's separation from military service shall upon written
28 application be restored to a position in the employment of the Employer, provided the
29 employee shall furnish proof of discharge or separation from service under honorable
30 conditions and be found by a physician selected by the Employer to be in a satisfactory
31 state of health for the performance of teaching duties. Upon return the employee shall
32 be placed on the salary schedule at the level which would have been achieved had the
33 employee remained actively employed in the system during the period of absence.

34
35 Section I Political Activity Leave

36
37 An unpaid leave of absence shall be granted to any employee upon application for the
38 purpose of campaigning for or serving in public office once the employee becomes a bona
39 fide candidate for such office. The employee's assignment will be kept available for
40 resumption of teaching duties provided the employee's planned absence does not exceed
41 ninety (90) days.

42
43 Section J Jury Duty Leave

44
45 Any employee who serves on a jury in any duly constituted local, state or federal court
46 shall be granted leave with full compensation less any compensation received as jury

1 pay, for the period of actual jury service, which leave shall be in addition to all other leave
2 to which the employee may be entitled.

3
4 Employees claiming compensation for jury duty shall comply with the following
5 procedures:

- 6
7 1. A copy of the jury subpoena must be provided to the school principal or immediate
8 supervisor prior to the first day involving jury duty service.
- 9
10 2. If assigned to jury duty, the Verification of Jury Duty form (available from the payroll
11 department) must be completed each pay period and forwarded with the Payroll
12 Exception card which the school submits to the Payroll Office.
- 13
14 3. A personal check (payable to the Treasurer, Jefferson County Board of Education)
15 for the amount of compensation received for jury duty service only and excluding
16 the travel expense shall be delivered to the principal or immediate supervisor for
17 transmittal to the Payroll Office.

18
19 Section K Association President and Vice-President Leave

20
21 The Employer shall upon request grant a full-time leave to the President of the Association
22 for the school year(s) for which the President is elected, without the loss of salary, step
23 increment, or Employer paid fringe benefits.

24
25 Following the leave the employee will be returned to the assignment held prior to leave. In
26 the event the assignment is not available, the employee will be given a comparable
27 assignment.

28
29 The duly elected President of the Association will be assigned by the District to the
30 Association for 187 days. During this time, he/she will work on area/issues of mutual
31 concern related to the welfare of the students of Jefferson County Public Schools as
32 determined by the Association. For this 187-day period, he/she shall be considered in an
33 active duty status and shall receive compensation and benefits in accordance with the
34 labor agreement. Should the Association elect to extend the President's work year
35 beyond the 187 days, the Association will reimburse the Employer for any cost associated
36 with the extension. The Association may provide for additional benefits, such as sick
37 leave on a pro-rated basis, based on additional days worked by the JCTA President. The
38 Association will bear the cost of these additional days. The JCTA President will report
39 time for purposes of salary using the current mutually agreed upon forms and procedures
40 unless the Employer and the Association mutually agree to changes.

41
42 Upon petition by the Association by June 1 of the preceding school year, the Employer
43 will allow the duly elected Vice-President of the Association to be released from his/her
44 teaching duties for one-half (1/2) of each school day for the next school year. The parties
45 shall meet and plan how to minimize any adverse effect resulting from the Vice
46 President's absence. During this time, he/she will work on areas/issues of mutual concern

1 related to the welfare of the students of Jefferson County Public Schools as determined
2 by the Association. For this 187-day period, he/she will be considered in an active duty
3 status and shall receive compensation and benefits in accordance with the labor
4 agreement. The Association will compensate the District for one-half (1/2) the salary and
5 benefits of the Vice-President.

6
7 Section L Association Leave

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

24
25 The Association will provide a minimum of three (3) days notice for association leave
26 requests for the Association Vice-President.

27
28 Section M Resumption of Benefits Following Leave

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

36
37 Section N Length of Consecutive Leaves of Absence

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

45
46 Section O Court Appearance Leave

1
2 Any employee who is summoned to a local, state, or federal court for reasons directly
3 connected with the employee’s employment shall be granted paid leave after properly
4 presenting the approved form certifying the court appearance. This section shall not
5 apply when the employee is a plaintiff or witness against the Employer or its agents, or
6 when the employee is a plaintiff in cases without Employer sanction.

7
8 Section P Notarizing Leave Affidavits

9
10 The principal will make arrangements for notarizing, without charge, the personal
11 affidavits of employees for leave where required.

12
13 Section Q “Substitute Status”

14
15 An employee who qualifies for professional leave or child rearing leave may instead
16 choose to go to “substitute status”. In this status an employee may serve as a substitute
17 teacher assigned through the Substitute Teacher Center office. An employee in this status
18 has the same rights and benefits, including representation, of a substitute teacher. If an
19 employee wishes to return to employee status, the employee has the same rights to return
20 to service as an employee on the above referenced leave of absence.

21
22
23 **ARTICLE 27 – COMPENSATION SCHEDULES**

24
25 Section A Salary Schedule

26
27 The Teacher Salary Schedule will be increased by .5% effective July 1, 2018. This
28 increase will be retroactive, but only employees who are active, full-time employees on
29 the date the Board of Education ratifies this Agreement shall be eligible to receive
30 retroactive pay.

31
32 The Teacher Salary Schedule will be increased by .5% effective July 1, 2019.

33
34 The Salary Schedule for subsequent years will be negotiated by the Employer and the
35 Association prior to the beginning of the 2020-21 fiscal year.

- 36
37 1. The increment for earned doctorate (Rank I +) in subject fields or areas approved
38 by the State Board of Education for certification purposes.
39
40 2. Employees paid on these schedules shall be paid on a 26-pay check
41 plan. Employees shall retain their right to receive summer checks at the beginning
42 of summer break.
43
44 3. One check per payroll period will be generated to include all monies due, including
45 but not limited to, regular compensation, ESS, parent/teacher conference day,

1 coaching, opening day, etc. Individual items will be listed/defined on the pay
2 stub/direct deposit advice.

- 3
- 4 4. Job Family III salary schedule includes teachers and other non-managerial,
5 professional employees who work directly with students.
 - 6
 - 7 5. Direct deposit to one account will be mandatory for all employees. The credit union
8 will remain as a payroll deduction.
 - 9

10 Section B¹ Insurance Benefits

- 11
- 12 1. Employee Health and Hospitalization insurance provided for by the
13 Commonwealth of Kentucky Employee Health Plan.
 - 14 2. \$20,000 term life insurance – when full premium paid by state.
 - 15
 - 16 3. Term life insurance equal to pay on the Teachers Salary Schedule, with maximum
17 payment of \$50,000 – full premium paid by Employer.
 - 18
 - 19 4. Workers compensation insurance – full premium paid by Employer.
 - 20
 - 21 5. Long term disability income protection insurance – full premium paid by Employer.
 - 22
 - 23 6. Unemployment compensation insurance – full premium paid by Employer.
 - 24

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

26

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

33

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

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

40

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

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

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

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

6 Section E Extra Service Pay Schedule 2018-19

7 1.0 = .1088 x Rank III, Step 0 (for a 187 day teacher salary schedule)

- 8 1. High School Athletics [see extra service compensation table]
9
10 2. Other Activities H.S. & YPAS [see extra service compensation table]
11
12 3. Middle School Athletics [see extra service compensation table]
13
14 4. Elementary School Athletics [see extra service compensation table]
15
16 5. School Funded Sport/Support [see extra service compensation table]
17
18 6. Extra Service Rates [see extra service compensation table]
19
20 7. Department Head (Middle and Senior High Schools) 2 or more teachers
21 in department - \$125 per teacher.
22
23 8. Extra Service Pay Schedule increments are paid only for services actually
24 rendered.
25
26 9. These increments are based upon meeting approved criteria for the activities. A
27 coach will not be paid less than the full increment when the approved criteria is
28 met.
29
30 10. Elementary Team Leaders - \$125 per teacher on team or grade group.
31
32 11. The following activities will be paid at the tutoring rate of \$15.00 per hour:
33
34 a. Aiding students in the completion of homework assignments given in class
35 and completing students' notes;
36
37 b. Supervising study time;
38
39 c. Providing classroom and resources for project completion (i.e.,
40 supervision of science lab);
41
42 d. Making up classroom activities missed because of absentees;
43
44 e. Computer Curriculum Corporation (CCC);

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- f. Study skills program;
- g. Tutoring centers;
- h. Supervising National Honor student volunteers in peer tutoring;
- i. Supervising students in computer lab;
- j. One on one; and
- k. Supervising students completing long term projects.
- l. Student supervision for high school activities related to career pathways. The pathway addressed must be Kentucky Department of Education approved as recognized by Technical Education Database System (TEDS)

Section F

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

ARTICLE 28 - MISCELLANEOUS

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

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

Section C Mileage Reimbursement

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

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

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

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

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

1. A Teacher relocating between 100 and 200 miles will receive a \$1000 stipend in October of the given year and an additional \$1000 in April of the given year. The teacher must provide proof of relocation to receive these stipends.
2. A Teacher relocating more than 200 miles will receive a total of \$4000 in two (2) installments. The first installment will be paid within three (3) weeks of submission

1 of moving expenses in the amount of the submitted expenses and the balance of
2 the \$4,000 will be paid at the end of the school year.

- 3
4 3. A Teacher relocating a distance of 100 miles or greater may receive only one of
5 the benefits outlined in numbers 1 or 2 of this Section and, after receiving one of
6 those benefits, will not be eligible for additional relocation stipends in the future for
7 any reason.

8
9 Section F The District will pay 60% of the cost for each of the four (4) NBCT
10 components upon proof of completion. Teachers who avail themselves of this
11 reimbursement will work four (4) years for the District. Participating teachers who
12 voluntarily leave prior to completion of four (4) years with the District will reimburse the
13 District on a prorated basis for their NBCT component training expense.

14
15 Section G For new experienced teachers hired by the District, JCPS will recognize up
16 to 20 years of service in high needs disciplines as determined on a yearly basis by mutual
17 agreement between the Association and the Employer.

18
19
20 ARTICLE 29 - GRIEVANCE PROCEDURE

21
22 Section A Definitions

- 23
24 1. Grievance means an allegation or complaint that there has been a violation,
25 misinterpretation or improper or arbitrary application of one or more specific
26 provisions of this Agreement.
27
28 2. Grievant means the person(s) or Association making the allegation or complaint.
29
30 3. Party-in-interest means the person(s) or Association making the allegation or
31 complaint or any party who might be required to take action or against whom action
32 might be taken in order to resolve the grievance.
33
34 4. Immediate Supervisor means –
35
36 a. The Principal/administrator, or designee;
37
38 b. The Principal/administrator, or designee with whom the grievance has been
39 filed when the employee is assigned to more than one location; or
40
41 c. The administrator by whom the employee is evaluated when the employee
42 is not assigned to an individual school location.

43 Section B Purpose

- 44
45 1. The purpose of this Grievance Procedure is to secure, at the lowest possible
46 administrative level, equitable solutions to the problems which may arise affecting

1 the welfare or working conditions of employees. The Parties agree that these
2 proceedings will be kept as informal as may be appropriate at any level of the
3 procedure.

- 4
- 5 2. Nothing contained herein will be construed as limiting the right of any employee
6 having a grievance to discuss the matter informally with any appropriate member
7 of the administration, and to have the grievance adjusted without intervention by
8 the Association, provided that the adjustment is not inconsistent with the terms of
9 this Agreement and that the Association after Level I A has been given an
10 opportunity to be present at such adjustment and to state its views.

11

12 Section C Representation

13

14 A grievant may be represented by the Association at all stages of the Grievance
15 Procedure after Level I A.

16

17 Section D Procedure

18

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

23

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

28

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

33

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

37

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

42

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

1 Association. The Superintendent/designee shall have a hearing within five (5) days
2 after receipt of the written appeal. The Superintendent/designee shall have a
3 written decision within seven (7) days.
4

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

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

21 The Employer and the Association will identify and confirm the arbitrator who will hear the
22 case from the rotation list. The Association will contact the arbitrator selected, with a copy
23 of the email sent to Employee Relations to request available dates. Once the dates are
24 received, the Association will confirm their availability as will the Employer. The date will
25 be confirmed between the parties.
26

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

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

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

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

12
13 Section E Grievances Filed at Level Above Immediate Supervisor

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

20
21 Section F Grievance Meetings and Hearings

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

26
27 Section G Grievance Records

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

31
32 Section H Grievance Forms

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

38
39 Section I Miscellaneous

- 40
41 1. The Employer and the Association shall make available upon written specific
42 request to the other such information as is necessary to effectively process
43 grievances.
44

- 1 2. Neither the Employer nor the Association shall assert or submit any ground or
2 evidence before a grievance arbitrator which has not been previously disclosed to
3 the other party.
4
- 5 3. The Association and the aggrieved should exhaust this Grievance Procedure
6 including arbitration before seeking alternative remedies, provided that by doing
7 so they will not be deemed to have waived or otherwise prejudiced any
8 constitutional, statutory, or other legal rights that they may have. If another action
9 or proceeding overlaps with a pending Grievance Procedure, matters will be
10 addressed in compliance with Article 9, Section D.
11
- 12 4. If in the judgment of the Association a grievance affects a group or class of
13 employees, the Association may initiate and submit such a grievance in
14 writing. When such a grievance arises outside of a building the Association will
15 attempt to resolve it informally before processing it through the applicable steps of
16 Section D, starting at Level II. The Association may process such a grievance
17 through all levels of the procedure.
18
- 19 5. When it is necessary for the aggrieved party, a Grievance Representative and/or
20 other representative designated by the Association to participate in a mutually
21 scheduled grievance meeting or hearing during the school day, the party will, upon
22 notice to the principal or appropriate administrator by the Association be released
23 without loss of pay as necessary in order to permit participation in the
24 meeting. Any employee whose appearance is necessary in such meetings or
25 hearings as a witness will be accorded the same right.
26
- 27 6. Decisions rendered at Levels I C and II of the Grievance Procedure will be in
28 writing, setting forth the decision and the reason therefore and will be transmitted
29 promptly to all parties-in-interest and to the Association. Decisions rendered at
30 Level III will be in accordance with the procedure set forth in Section D, Level III.
31
- 32 7. The parties agree that Evaluation Form E-2 when “disciplinary: _____ yes” box is
33 not checked, the E-2 will not be placed in the teacher’s personnel file and shall not
34 be grievable, except to the extent that it is incorporated or referenced in
35 subsequent disciplinary action or summative evaluation that is grievable under the
36 just cause provisions of Article 9.
37
38

39 ARTICLE 30 – CERTIFIED EARLY CHILDHOOD TEACHERS/EARLY CHILDHOOD
40 INSTRUCTIONAL COACHES

41
42 Section A The provisions included in this article will take precedence over any other
43 provisions found in the Agreement addressing the same or similar issues.
44

45 Section B
46

- 1 1. The normal duty hours of certified early childhood teachers and early childhood
2 instructional coaches shall not exceed seven and one-half (7.5) hours in length
3 including a 20-minute duty-free lunch period. Those employees subject to a seven
4 and one half hour (7.5) work day will be compensated at their hourly rate of pay
5 for any additional time worked in excess of the seven and one half hours (7.5) The
6 hourly rate of pay for an employee subject to a seven and one half hour (7.5) work
7 day shall equal their daily rate divided by seven (7).
8
- 9 2. Certified early childhood teachers shall normally be provided two hundred fifty
10 (250) minutes of duty free preparation time per week for the school year.
11
- 12 3. Class size maximum shall comply with state law and regulations.
13
- 14 4. In addition to a certified early childhood teacher, each classroom will be staffed
15 with at least one (1) instructional assistant. Substitutes for instructional assistants
16 will be provided when available to ensure appropriate staffing within the classroom.
17
- 18 5. If a certified early childhood teacher or early childhood instructional coach is
19 required to work beyond the normal duty hours, compensation will be determined
20 according to Article 27, Compensation Schedules.
21
- 22 6. Certified early childhood teachers will be observed and evaluated by the immediate
23 supervisor or building administrator.
24
- 25 7. All early childhood teachers and early childhood instructional coaches will be
26 provided access to a computer, internet, and other appropriate technology when
27 and where available.
28
- 29 8. Certified early childhood teachers and early childhood instructional coaches will be
30 provided the opportunity to participate in professional
31 development. Reimbursement for expenses will be subject to the Board approved
32 Jefferson County Public Schools Travel Guidelines.
33
- 34 9. Early childhood instructional coaches, that hold the appropriate certification,
35 requesting assignment to a certified early childhood teaching position will have
36 transfer rights as defined in Article 16, Transfer.
- 37 10. Vacant certified early childhood teaching vacancies will be staffed using an
38 interview process that will include a team of two (2) teachers from early childhood,
39 appointed by the Association President, and one (1) administrator, as well as
40 parents (where applicable). Preferential consideration will be given to classified
41 and certified early childhood employees that obtain the appropriate teaching
42 certification.
43
- 44 11. Certified early childhood teachers will perform home visits. Home visits will be
45 incorporated into the regular work day. On request, for home visits where there

1 are safety/security concerns, the Employer will, when possible, assign a second
2 individual to accompany the certified early childhood teacher.

3
4 12. Attendance at faculty meetings, as defined in Article 11, Teaching Load and Duty
5 Hours, will be mandatory, unless student supervision requirements prohibit.
6

7 13. Only certified early childhood teachers assigned to classrooms that have students
8 assigned on the first K-12 student attendance day will be eligible for the one (1)
9 day of extended employment available to the K-12 teachers during the first five (5)
10 week days preceding the opening day of the school calendar, as described in
11 Article 22, School Calendar. Certified early childhood teachers assigned to
12 classrooms that do not have students assigned on the first K-12 student
13 attendance day will be allowed one half of one of their first five (5) days of work to
14 prepare their rooms.
15

16 14. Only Tuition based certified early childhood teachers, having five (5) student days
17 per week, will be eligible for the two (2) extended employment days allocated for
18 parent/teacher conferences, as described in Article 22, School Calendar.
19

20 15. Tuition based early childhood programs will be provided a “box” for each classroom
21 where parents can deposit the required tuition. The school will be responsible for
22 taking the money from the box, accounting for the contents and forwarding the
23 tuition to the appropriate central office location. The teacher will not be required to
24 “follow-up” with parents concerning tuition payments.
25

26 16. Changing pads, gloves and wipes will be provided in the classrooms for the
27 purposes of changing students. An appropriate area will be provided where
28 students can be attended to accordingly.
29

30 31 32 ARTICLE 31 – JOB SHARING 33

34 The following procedures for Job Sharing will be implemented for all job sharing
35 agreements:
36

37 1. A job sharing proposal must be submitted in writing annually no later than May 1
38 of each year by those requesting assignments to do job sharing
39 positions. Teachers returning from leave must complete all requirements no later
40 than July 15.
41

42 2. Job sharing proposals must include plans for a meeting to explain the program to
43 the parents of students involved before implementation of the proposal.
44

45 3. The principal must approve job sharing proposals.
46

- 1 4. Job sharing assignments shall be filled only by full-time teachers who are under
2 active continuing contract with the school district who have jointly agreed to work
3 together and who have signed a contract designed for that purpose.
4
- 5 5. Each teacher in a job-sharing assignment must elect to teach one-half of the
6 allotted time for a full-time position (plus an overlap period in the middle of the
7 school day) where applicable.
8
- 9 6. Both teachers in a job sharing position must record grades and make appropriate
10 reports and records using the mutually agreed upon and state-adopted electronic
11 grade and attendance system provided by the employer.
12
- 13 7. Employees participating in the program must adhere to all rules and regulations
14 which govern the conditions of employment of full-time school employees and will
15 perform all duties required of any teacher, under a full contract, i.e., conferences,
16 extra duty assignments, staff meeting, Professional Learning, etc.
17
- 18 8. Since the time worked is less than a four (4) hour day, teachers who elect to be
19 assigned to job sharing positions do not receive benefits reserved for full-time
20 employees except as stipulated in the JCBE-JCTA Agreement provisions relative
21 to part-time employees.
22
- 23 9. Compensation will be computed as one-half of the annual salary that the individual
24 teacher would have made as a full-time teacher based on the individual teacher's
25 rank and step on the teachers' salary schedule.
26
- 27 10. Step increases based on experience will be credited in accordance with state
28 statute governing part-time employment, KRS 157.320(10).
29
- 30 11. Job sharing teachers will be credited with one-half (.5) sick leave days per month
31 and will be deducted on the basis of .5 days for each absence.
32
- 33 12. Certification renewal is the responsibility of the teacher and information from the
34 state certification agency will be provided to each teacher participating in the
35 program.
36
- 37 13. Any teacher participating in the shared-time program who desires to return to full
38 time employment must submit such a request in writing to Personnel Services.
39
- 40 14. When returning to full-time employment, a part-time/shared-time teacher will be
41 placed on the transfer list in order of his/her seniority date and a school assignment
42 will be made in accordance with the transfer provisions of the Agreement.
43
- 44 15. For purposes of these procedures, participation in the job sharing program shall
45 not be considered a break in service when determining the seniority date of the job
46 sharing program participant.

1
2 16. The seniority date of the most senior teacher in a job sharing position will be
3 considered the seniority date of the team. A principal will use this date, applicable
4 only if a job sharing position is renewed, when making overstaff decisions.
5

6 17. When a job sharing position is dissolved or not renewed, the teacher who initially
7 occupied the position has the first right to that full-time position. If neither teacher
8 held the initial position, the most senior member of the job sharing team has first
9 rights to the position.
10

11 18. Job sharing teachers are subject to suspension of contract during staff reductions
12 and have recall rights to positions for which they are or become qualified.
13

14 19. The job performance of each participant will be evaluated annually by the principal.
15

16 20. The participants, the principal and appropriate instructional staff, will evaluate the
17 effectiveness of the program annually in writing.
18

19 20 ARTICLE 32 – SPEECH AND LANGUAGE PATHOLOGISTS 21

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

28 Speech and Language Pathologists will be provided with travel time between schools not
29 including their lunch.
30

31 Section A Transfer Process 32

33 1. By April 25th of each school year, bargaining unit members shall elect by secret
34 ballot three (3) representatives as well as three (3) alternates to serve with the
35 Communication Disorders Program Specialist on the SLP Transfer Selection
36 Committee. The election of this committee shall be conducted by the JCTA SLP
37 Caucus.
38

39 2. The SLP Transfer Selection Committee will receive up to eight (8) most senior
40 SLPs requesting a transfer and agreeing to interview with the SLP Transfer
41 Selection Committee. The committee shall interview all SLPs interested and
42 meeting the above requirements and based on those interviews shall select, by
43 majority vote, the SLP to be transferred to the district pairing.
44

45 3. Known pairing openings with pending transfers will be reflected as “pending
46 transfers” at the April choose up meeting.

- 1
- 2 4. Prior to and during transfer window opening, Communication Disorders Program
- 3 Specialist will provide to speech language pathologists (SLPs) all known open
- 4 pairings with particulars.
- 5
- 6 5. August 1 through end of each school year, new hires will be placed into any open
- 7 pairings by the Communication Disorder district office, however the new hires will
- 8 not be granted rights to the pairing in which they are placed.
- 9
- 10 6. SLPs will have their own transfer window opening the Wednesday after the annual
- 11 pairings committee and closing in conjunction with the district transfer window of
- 12 April 18th.
- 13
- 14 7. SLPs desiring to transfer to another pairing shall email the request on the provided
- 15 form to the Communication Disorders district office with a maximum of five (5)
- 16 desired pairings. Communication Disorders district office will provide Personnel
- 17 Services and JCTA with the compiled list.
- 18
- 19 8. Up to eight (8) SLPs (based on seniority) will have an opportunity to interview for
- 20 the open pairing with the SLP Transfer Selection Committee.
- 21
- 22 9. Pairings with transfers will be reflected as “pending transfer” at annual choose up
- 23 meeting.
- 24
- 25 10. Transfers and choose ups are two (2) separate, independent options for SLPs to
- 26 have opportunities for movement within the district.
- 27
- 28 11. Each year from April 19th through choose ups (1st or 2nd Thursday after close of
- 29 transfer window) will be considered a “dead period” for transfers.
- 30

31 Section B Committee Representation

32

33 JCTA will appoint two (2) members from every role group (including but not limited to

34 Speech and OT/PT) who will implement and utilize any newly adopted logging/graphing

35 systems to the District Committee responsible for reviewing the requirements and bids of

36 said systems and making the ultimate recommendation to the JCBE for acceptance of a

37 system.

38

39

40 **ARTICLE 33 –ENHANCED SUPPORT SCHOOLS**

41

42 The parties agree that schools identified as Level 2 or 3 shall require enhanced

43 support. The following shall be enacted for schools currently identified as Level 2 or 3

44 and will remain in effect until the school is no longer identified as either Level 2 or 3. The

45 provisions of this Article apply solely to Level 2 and 3 schools.

46

1 Section A

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

14
15 The Parties agree that pursuant to state law, the provisions of this collective bargaining
16 agreement shall not supersede the statutory requirements for Comprehensive
17 Improvement Schools.

18
19 Section B

20
21 Employees who teach at Level 2 and 3 schools will receive the following stipends, in
22 addition to their normal salary and benefits, on the days noted, provided they have been
23 employed at a Level 2 or 3 school since the date of payment of the preceding stipend (or
24 for the first stipend, since the first student day of school). For example, a teacher who
25 begins teaching at a Level 2 or 3 school September 1 will receive the December 1 stipend,
26 but a teacher beginning September 2 (or thereafter up to November 30) would not receive
27 a stipend until March 1.

28
29 September 1- \$400

30 December 1- \$400

31 March 1- \$400

32 June 30- \$400

33
34 The above stipends will be paid on the first regular payroll cycle after the dates listed
35 above.

36
37 For teachers who have served five (5) consecutive years at a Level 2 or 3 school, each
38 of the above stipend payments will be increased by \$100. For each additional five (5)
39 consecutive years of service at a Level 2 or 3 school, the above stipend payments will be
40 increased by \$100.

41
42 Teachers who travel to multiple schools must spend half or more of their work time at
43 Level 2 or 3 schools to be eligible for the full amount of the above stipends. No partial
44 stipend will be paid to those who spend less than half of their work time at a Level 2 or 3.

1 For purposes of this section, five (5) consecutive years at a Level 2 or 3 school shall mean
2 years completed beginning with the 2018-19 school year and those completed thereafter.
3 Service prior to 2018-19 shall not be credited to the five (5) year period.
4

5 In addition to the above benefits, any teacher at a school other than a Level 2 or 3 school
6 with eight (8) years or more of teaching experience within the District will receive a \$1000
7 stipend upon completion of a voluntary transfer to a Level 2 or 3 school. A teacher is
8 eligible only once for this benefit from the Employer. The stipend will be paid on the first
9 payroll following the teacher completing three (3) months of service at a Level 2 or 3
10 school. If the teacher fails to complete two (2) full years of service at a Level 2 or 3 school
11 after receiving the stipend, the entirety of the stipend must be repaid to the District.
12

13 The Employer may, at its discretion, increase any of the monetary amounts listed in this
14 Section at any time before the expiration of this Agreement. Any decrease of the
15 monetary amounts in this Section would require mutual agreement of the Employer and
16 the Association pursuant to Article 37, Section C.
17

18 Section C

19

20 Employees at a Level 2 or 3 school who obtain National Board Certification and teach at
21 a Level 2 or 3 school for three (3) full school years thereafter will be reimbursed for fees
22 paid obtaining National Board Certification upon request and presentation of documents
23 evidencing the fees paid. Employees who have been at a Level 2 or 3 school for three
24 (3) years or more who obtain a recertification of an existing National Board Certification
25 will be reimbursed for their recertification fees upon request and presentation of
26 documents evidencing the fees paid.
27

28 Section D

29

30 In an effort to recruit, retain, and develop highly effective teachers in Level 2 and 3
31 schools, the Employer and the Association agree to work in collaboration to provide the
32 following comprehensive supports:
33

- 34 1. The Employer may offer certified teachers hourly pay in order to provide targeted
35 interventions for students either before or after school.
36
- 37 2. The Employer, in collaboration with teachers, may provide additional instructional
38 resources and materials in order to provide struggling students with needed
39 resources and materials for learning.
40
- 41 3. Starting in the 2019-2020 school year, Level 2 and 3 schools will extend the school
42 year for teachers by adding five (5) additional professional development days at
43 the beginning of the school year, paid at the hourly rate. Level 2 and Level 3
44 schools may adjust when these extra days are utilized by using the normal
45 contract deviation procedure prior to February 1.
46

- 1 4. The Association and the District agree to work together to develop a plan for the
2 2019-2020 school year to provide extended planning (professional learning time
3 during the instructional day) for Level 2 and 3 schools.
4
5 5. The Association and the District agree to explore reducing class sizes at Level 2
6 and 3 schools.
7
8 6. Employees at Level 2 and 3 schools may apply for designated funds for
9 professional development and professional team development, to address
10 identified professional and student needs.

11
12 Section E

13
14 The Association and the Employer agree that the entry of assignments with grades may
15 need to be more frequent at Level 2 and 3 schools.
16
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19

20 Section F

21
22 The Association and the Employer agree that improvement of Level 2 and 3 schools is of
23 critical importance and that the Superintendent, in consultation with school principals,
24 may transfer a teacher from a Level 2 or 3 school to another school for good cause and
25 to address educational needs.
26
27

28 **ARTICLE 34 – NEGOTIATION OF A SUCCESSOR AGREEMENT**

29
30 The Parties agree that negotiation on a successor Agreement will begin no later than the
31 Monday following the last teacher day of the school year in which the Agreement expires.
32

33 The parties to this Agreement jointly agree to the following terms and conditions as a
34 process for settling any bargaining dispute between the respective governing bodies. The
35 parties also agree that this Agreement, and the provisions in this Article regarding
36 negotiation of a replacement Agreement when it expires, shall apply to any successor
37 should either party be replaced or reconstituted.
38

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

43 Should the negotiations between the parties fail to produce an agreement, the parties
44 mutually agree to enter into mediation. The parties mutually agree to begin mediation no
45 later than the third week after bargaining begins. The parties further agree to use a
46 mutually agreed upon mediator. The mediation sessions shall take place at the mutually

1 agreed to site. The length of the mediation sessions shall be determined by the parties.
2 All communications at the mediation session will remain confidential. The mediator will
3 serve solely as a facilitator to help the Parties reach an agreement. The mediator shall
4 not serve as the fact finder or arbitrator discussed below.

5
6 Should mediation fail to produce an agreement between the parties a fact finding hearing
7 will be conducted. The fact finder shall be mutually agreed upon and the hearing shall be
8 held no later than the fourth week after bargaining begins. The fact finder shall make a
9 recommendation(s) on all unresolved bargaining issues, issue by issue, no later than
10 seven (7) calendar days after the hearing. The parties shall have two (2) calendar weeks
11 to accept or reject the fact finder recommendation(s).

12
13 Should mediation and fact finding fail to produce an agreement between the parties, the
14 outstanding issues that are still unresolved, as identified in the advisory fact finding
15 opinion, shall be submitted to issue by issue last best offer binding arbitration. Both
16 parties shall submit their issue by issue last best offer to each other and to the arbitrator
17 in a sealed envelope at the beginning of the arbitration hearing. The arbitration hearing
18 shall be conducted no later than one (1) week after rejection of the fact finders
19 recommendation at a mutually agreed to site. The arbitrator shall be without power or
20 authority to alter, amend, or modify the final issue by issue offers of the respective parties.
21 The arbitrator shall render a binding decision on each issue submitted. No decision will
22 be binding on either party, issue by issue, that is not the "last best offer" of one of the
23 parties as submitted to the arbitrator prior to the arbitration hearing. The parties will
24 mutually agree on an arbitrator or use the FMCS process for arbitration selection.

25
26 The decision of the arbitrator shall be submitted in writing to the parties within five (5)
27 days of the hearing and will be final and binding on the parties unless rejected by a four-
28 fifths (4/5) vote of the seven (7) members of the Jefferson County Board of Education or
29 the membership of the Jefferson County Teachers Association within fifteen (15) calendar
30 days of the issuing of the arbitrator's award. The parties' bargaining teams agree to
31 recommend the arbitrator's decision to the respective constituencies.

32
33 Timelines contained herein may be amended by mutual agreement of the parties.

34
35 The cost of the process shall be borne equally by the parties.

36
37 This Agreement is in full force and effect for the next negotiations between parties. Any
38 and all future negotiation impasses shall be controlled by the terms of the existing
39 Agreement between the parties. In the event a successor agreement is not agreed to
40 prior to expiration of this Agreement, this Agreement shall continue in full force and effect
41 until (1) the Association and the Employer ratify a new agreement or (2) mutually agree
42 to terminate this Agreement or (3) the procedures for resolving an impasse set forth in
43 this Article have been completed without a successor agreement being adopted, at which
44 time this Agreement will terminate unless extended by mutual agreement of the Employer
45 and Association.

1
2 ARTICLE 35 – PRINTING THE AGREEMENT
3

4 The Agreement shall be published on the Employer’s website.
5

6 The Employer shall print and furnish 2500 copies of the Agreement to the Association.
7

8 Upon request by the Association, the Employer will provide additional copies of the
9 Agreement. All costs associated with printing of additional copies will be reimbursed by
10 the Association.
11
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16 ARTICLE 36 – SAVINGS CLAUSE
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18 Should any Article, Section or Clause of this Agreement be declared illegal or contrary to
19 federal or state regulations by a court of competent jurisdiction, it shall be automatically
20 deleted from the Agreement to the extent that it violates the law or regulation. The
21 remaining Articles, Sections and Clauses shall remain in full force and effect for the
22 duration of the Agreement, if not affected by the deleted Article, Section or Clause.
23
24

25 ARTICLE 37 – DURATION
26

27 Section A This Agreement shall remain in full force and effect from July 1, 2018
28 through June 30, 2023 with the exception of Article 27, Compensation Schedules, which
29 will be reopened for negotiations for the 2020-21 school year and each subsequent year
30 unless bargained otherwise.
31

32 Section B The Employer agrees to take such action as is necessary to give full force
33 and effect to the provisions of this Agreement. The Employer shall make no change in
34 past policy, rule or practice affecting employees’ wages, hours or working conditions
35 without mutual agreement between the Employer and the Association. This Agreement
36 shall supersede any rules, regulations or practice of the Employer that shall be contrary
37 to or inconsistent with its terms.
38

39 Section C Either party desiring changes, additions or deletions in the Agreement shall
40 notify the other party in writing and request a conference which must be held within thirty
41 (30) days. Changes, deletions, or additions will be negotiated only upon mutual consent
42 of both parties.
43

44 Any changes to this Agreement will be incorporated into the language of this Agreement
45 at the time of the change and published electronically.

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

JEFFERSON COUNTY BOARD OF EDUCATION
NEGOTIATION TEAM

Tyson Gorman, Chief Negotiator
JCBE Outside Counsel

Cordelia Hardin
Chief Financial Officer

O'Dell Henderson
Director, Labor Relations

Joe Leffert
Assistant Superintendent

JEFFERSON COUNTY TEACHERS ASSOCIATION
NEGOTIATION TEAM

Brent McKim, Chief Negotiator
President

DeeAnn Flaherty
Executive Director

Tammy Berlin
Vice-President

James Hughley
Deputy Executive Director