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JCBE-JCTA Agreement  
2013-2018

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Equal Opportunity/Affirmative Action Employer  
Offering Equal Educational Opportunities

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PREAMBLE

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

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

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

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

ARTICLE 1 – DEFINITIONS

As used in this Agreement, the following definitions apply:

1. Employer means the Board of Education of Jefferson County, Kentucky.
2. Association means Jefferson County Teachers Association.
3. Members or Membership means only employees belonging to the Association
4. Days when used in this Agreement refer to school calendar days unless otherwise specified.
5. Worked Days means those days which the employee is on duty.
6. Certificated Personnel means those persons holding positions for which certificates may be issued except substitutes and superintendents as defined under applicable state laws and who are employed by the Employer.
7. Employee means any certificated person who is represented by the Association.
8. Superintendent means the Superintendent of Schools of Jefferson County, Kentucky.
9. Negotiations means a process and a method that provides for the Employer and the Association to negotiate on matters of mutual concern, to reach agreement on such matters, and to make provisions for resolving disagreement in the event of impasse.
10. Exceptional Child Education Pupil means a pupil covered under the provisions of IDEA – Individuals with Disabilities Education Act as amended.
11. Seniority shall be computed from the first compensable day of employment as a regular employee in the Jefferson County Public Schools following last break in service; ties in seniority dates will be broken by the largest sum of the final four digits of the employees' Social Security numbers.
12. ARC means the Admissions/Release Committee
13. Part-timers means any employee working less than a full duty day.

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

1 ARTICLE 2 – SCHOOL BOARD AUTHORITY

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

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

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

21 ARTICLE 3 – RECOGNITION

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

36 ARTICLE 4 – ASSOCIATION RIGHTS

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16  
17  
18 ARTICLE 5 – EMPLOYEE RIGHTS  
19

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 45 Article 7 Student Discipline  
46 Article 8 Employee Evaluation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3  
4  
5 ARTICLE 6 – ACADEMIC FREEDOM  
6

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

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

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

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

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

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

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

8  
9  
10 ARTICLE 7 – STUDENT DISCIPLINE

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

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

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

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

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

31  
32  
33 ARTICLE 8 – EMPLOYEE EVALUATION

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

43  
44 Section A General Evaluation Procedure



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

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

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

1  
2 Section C Exception

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

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

15  
16 Section E Non-Renewal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7  
8 ARTICLE 9 – EMPLOYEE DISCIPLINE  
9

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

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

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

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

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

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

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

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

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

34  
35 Section A Contents

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

- d) Applications, letters of application, health data, verification of experience and training, Retirement System membership application;
- e) Résumé;
- f) Contracts of employment, job offers, acceptance of job offers;
- g) Confidential information (*See Section A 3*);
- h) Evaluations (Including form E-2's when "disciplinary \_\_\_ yes" box is checked), complaints which have been made a matter of record, reprimands, and commendations;
- i) Previous employment data;
- j) Professional staff data forms; and
- k) Salary cards.

2. An employee may within ten (10) days after receipt of an evaluation, complaint, or discipline action file a written response to the document. The employee shall provide a copy of the response to the originator of the evaluation or discipline action and a copy to Personnel Services for attachment to the document. The Employee shall provide a copy of the response to a complaint to the Principal or immediate Supervisor and a copy to Personnel Services for attachment to the complaint.

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

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

Section B      Review of File

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

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



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

6 ARTICLE 11 – TEACHING LOAD AND DUTY HOURS  
7

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4  
5  
6 ARTICLE 12 – CLASS SIZE  
7

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

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

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

37  
38 1. Elementary Schools

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

43  
44 Exceptions – Physical Education, Choral and Instrumental Music

45  
46 2. Middle Schools

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

7

8            Exceptions – Choral and Instrumental Music

9

10        3.    High Schools

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

17

18           Exceptions – Choral and Instrumental Music

19

20        4.    Exceptional Child Education

21

22           The JCPS District operates Exceptional Child Education classes

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

24           in the chart below.

25

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

27           disabilities assigned to a teacher of exceptional children for the

28           purpose of providing individualized specially designed instruction and

29           related service in a special class setting.

30

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

32           student records for which a teacher can be assigned.

33

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

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

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

37

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 14 ARTICLE 13 – MATERIALS AND FACILITIES

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

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

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



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

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

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

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

32

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

35

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

40

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

ARTICLE 14 – SAFETY

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

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

ARTICLE 15 – ASSIGNMENT

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

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

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

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

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

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

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

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

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

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

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

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

36  
37 ARTICLE 16 – TRANSFERS

38  
39 Section A General Procedures

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

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2. Employees desiring to transfer to another school shall electronically file a request with Personnel Services no later than April 18th. Such requests shall include the organizational level(s) and/or the area(s) for which the Employee is certificated and desires to be assigned, the school(s) [a maximum of five (5) in high school, middle school, elementary school, and special schools] to which the employee desires to be transferred in order of preference. An Employee may list a professional frame of reference on the transfer form. The professional frame of reference shall include only one of the following options:
  - a) Any position for which the Employee is certified;
  - b) Only positions covered by specific area(s) of certification listed by the Employee;
  - c) Primary only;
  - d) Intermediate only;
  - e) Title I Reading only;
  - f) Title I Math only;
  - g) Instrumental Music only; or
  - h) Vocal Music only.
3. Employees requesting transfers will be ranked on a list according their seniority in the Jefferson County Public Schools. Employees must re-submit requests each year by April 18th in order to remain on the transfer list.
4. Any Employee who is designated as overstaff or who is returning from leave of absence for which a specific position is not being reserved will be placed in the proper ranking on the transfer list.
5. If a position is not available within the professional frame of reference, the Employee will not be voluntarily transferred. A transferred Employee will be assured an assignment within the professional frame of reference for one year unless there are changes in the classroom configuration, student enrollment, or teacher allocations at the school center in which case, Article 15 - Assignment shall be implemented.

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

30    Section B    Teacher Transfer Selection

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

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

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

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

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

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

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

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

34  
35 Section C Transfers Resulting from Overstaff

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

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

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

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

19 Section D Transfer of Special Area Teachers

20

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

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

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

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

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

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

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

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

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

25  
26  
27 ARTICLE 17 – PROMOTIONS

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

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

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

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



1 applications.

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

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

9  
10  
11 ARTICLE 18 – LAYOFF/RECALL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 sick, personal or emergency leave days.

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

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

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

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

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

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

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

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

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

1 which qualified.  
2

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

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

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

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

39 Section F  
40

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

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

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

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

## 13 14 ARTICLE 22 – SCHOOL CALENDAR 15

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

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

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

28 Section D The School Calendar shall provide:  
29

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

31 4 paid holidays

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

33 2 Gold Days

34 1 opening day

35 1 closing day

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

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

1 development sessions.

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

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

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

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

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

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

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

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

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

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

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

13  
14  
15 ARTICLE 25 – EXCEPTIONAL CHILD EDUCATION

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

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

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

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

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

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

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



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

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

10 ARTICLE 26 – LEAVES OF ABSENCE  
11

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

15 Section A Sick Leave  
16

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

---

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

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

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

15 Section B Medical Leave  
16

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

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

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

7 Section C Emergency Leave

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

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

31 Section D Personal Leave

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

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

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

21 Section E Adoption/Child Rearing Leave

22

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

45 Section F Professional Leave

46

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

1 Professional Leave days.

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

20 Section G Educational Leave

21

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

31 Section H Military Leave

32

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

44 Section I Political Activity Leave

45

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

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

5  
6 Section J Jury Duty Leave

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

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

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

29  
30 Section K Association President and Vice-President Leave

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

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

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

1 extension.

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

14  
15 Section L Association Leave

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

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

36  
37 Section M Resumption of Benefits Following Leave

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

45  
46 Section N Length of Consecutive Leaves of Absence

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

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

5  
6 Section O Court Appearance Leave

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

14  
15 Section P Notarizing Leave Affidavits

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

19  
20 Section Q "Substitute Status"

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



1  
2  
3  
4

ARTICLE 27 – COMPENSATION SCHEDULES

JOB FAMILY III SALARY SCHEDULE

2013 - 14

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

5  
6

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

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

25 Section B Insurance Benefits  
26

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

43 Section C<sup>2</sup> Sick Leave Pay-Out Upon Retirement

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

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

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

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

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

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**Section E** Extra Service Pay Schedule 2013-14

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

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

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

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

**2. Other activities High Schools & YPAS**

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

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

**SCHOOL  
ATHLETICS**

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

**4. ELEMENTARY  
SCHOOL  
ATHLETICS**

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

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

(1) The total increment paid to a person who coaches both teams is calculated at 1.5 times the listed Increment
(2) Increment is for teams which meet approved participation levels
(3) increment is for 100 or more members of marching band
(4) Band Director: Out of County Band Camp \$80.00 per day, maximum 7 days
**Paid by the Academic Competition Department and not subject to step increases
*Positions are not subject to shared duty including those of head coaches
(5) Schools are required to pay the listed Board approved scale. Step progression <u>is not</u> mandatory for these two positions.

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

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

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

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

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

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

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

## 8 Section F

9

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

16  
17 For FY 2013-14, any amount which exceeds the total of the above revenue  
18 projections by more than 1 1/2% will be distributed on a 50-50 basis subject to  
19 agreement by both parties. The Employer and the Association will negotiate the  
20 distribution of the 50% to the bargaining unit. Any funds resulting from one-time  
21 revenue may only be used for one-time expenses.

## 22 23 24 ARTICLE 28 - MISCELLANEOUS

25

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

30  
31 Section B The Employer's procedure for selection of employees to curriculum  
32 writing and textbook selection committees shall contain a provision which  
33 provides employees with an opportunity to request an assignment to such  
34 committees. The Association will be involved in the development of this  
35 provision in the procedure.

36  
37 Section C The Parties recognize that employee training institutions accredited  
38 by such organizations as the The Council for the Accreditation of Educator  
39 Preparation (CAEP), the AdvancED/Southern Association of Colleges and  
40 Schools (SACS), and other regional accrediting associations promote adherence  
41 to worthy standards. The Employer will make an effort to employ new teachers  
42 who are graduates of these accredited institutions.

43  
44 Section D The Employer will provide a mentoring program for new teachers  
45 on emergency certificates or enrolled in District alternative certification programs.  
46 Services will be provided by mentors who have participated in professional



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

3  
4 Section E Mileage Reimbursement

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

10  
11 ARTICLE 29 – GRIEVANCE PROCEDURE

12  
13 Section A Definitions

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

38 Section B Purpose

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

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

7  
8 Section C Representation

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

12  
13 Section D Procedure

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12  
13 Section E Grievances Filed at Level Above Immediate Supervisor

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

20  
21 Section F Grievance Meetings and Hearings

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

26  
27 Section G Grievance Records

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

31  
32 Section H Grievance Forms

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

38  
39 Section I Miscellaneous

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

1 previously disclosed to the other party.  
2

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

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

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

46 Section B  
47

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

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

#### 37 ARTICLE 31 – JOB SHARING

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

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

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



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

#### 40 ARTICLE 32 – SPEECH AND LANGUAGE PATHOLOGISTS

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

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

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

6  
7  
8 ARTICLE 33 – PRIORITY SCHOOLS  
9

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

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

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

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

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

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

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

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

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

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

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

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

28  
29 The decision of the arbitrator shall be submitted in writing to the parties within  
30 five (5) calendar days of the hearing and will be final and binding on the parties  
31 unless rejected by a four-fifths (4/5) vote of either constituency within fifteen (15)  
32 calendar days of the issuing of the arbitrator's award. The parties' bargaining  
33 teams agree to recommend the arbitrator's decision to the respective  
34 constituencies.

35  
36 Timelines contained herein may be amended by mutual agreement of the parties.

37  
38 The cost of the process shall be borne equally by the parties.

39  
40 This agreement is in full force and effect for the next negotiations between  
41 parties. Any and all future negotiation impasses shall be controlled by the terms  
42 of the existing agreement between the parties.

#### 43 44 45 ARTICLE 35 – PRINTING THE AGREEMENT

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

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

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

8  
9  
10 ARTICLE 36 – SAVINGS CLAUSE

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

18  
19  
20 ARTICLE 37 – DURATION

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

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

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

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

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

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Board of Education of Jefferson County, Kentucky

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Diane L. Porter  
Chairperson

---

Donna M. Hargens, Ed.D.  
Superintendent

---

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

---

Michael Raisor, Ph.D.  
Chief Operating Officer

Jefferson County Teachers Association

---

Brent McKim, President  
Chief Negotiator

---

DeeAnn Flaherty, Executive Director  
Negotiator

1 JEFFERSON COUNTY BOARD OF EDUCATION  
2 NEGOTIATION TEAM  
3

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

7 Mike Raisor  
8 Chief Operating Officer  
9

10 Cordelia Hardin  
11 Chief Financial Officer  
12

13 Rosemary Miller,  
14 General Counsel  
15

16 Jim Jury, Principal  
17 Eastern High School  
18

19 Jan McDowell, Principal  
20 Noe Middle School  
21

22 Ronda Cosby, Principal  
23 Chancey Elementary School  
24  
25

1 JEFFERSON COUNTY TEACHERS ASSOCIATION  
2 NEGOTIATIONS TEAM

3  
4 Brent McKim, Chief Negotiator  
5 President

6  
7 DeeAnn Flaherty, Negotiator  
8 Executive Director

9  
10 Tammy Berlin, Teacher  
11 Atherton High School

12  
13 Royce Whitman, Teacher  
14 Crums Lane Elementary

15  
16 Beverly Chesterburton, Teacher  
17 Stuart Middle School

18  
19 Andrew Bailey, Teacher  
20 Fairdale High School

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

24  
25 James Hughley  
26 Deputy Director

27  
28 Chanda Hornback  
29 Area Director for UniServ

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

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

- 1). The recently adopted Goal Clarity Coach (“GCC”) job description will be a 190-day work schedule.
- 2). All Gheens-based Resource Teachers who were assigned to a specific school during the 2012-13 school year will have the right to be appointed to the school-based GCC position at the same school to begin in the 2013-2014 school year. If such a Resource Teacher exercises this right, he/she will not have to compete with other Resource Teachers for the position. Resource Teachers desiring to exercise this right must advise the District on a form provided by the District of that election no later than March 18, 2013. Other than the right created by this Paragraph, Gheens-based Resource Teachers shall not have “building rights”. Any Resource Teacher exercising this right will be eligible for an optional extended day for the duration of their time in the GCC position. Any GCC positions not filled under this Paragraph, any newly created GCC position, and any GCC vacancies that are filled in the future, will not be eligible for the optional extended day.
- 3). Any Gheens-based Resource Teacher who was assigned to a specific school during the 2012-2013 school year who does not exercise the right outlined in Paragraph 2 above will have the option of either remaining at their school in an instructional position or be overstaffed at the conclusion of that school year and placed on the transfer list for the 2013-2014 school year.
- 4). All GE Grant Staff Developers/Resource Teachers assigned to a specific school during the 2013-14 school year will have the right to be appointed to the school-based Goal Clarity Coach position at the same school to begin in the 2014-2015 school year. If such a Staff Developer exercises this right, he/she will not have to compete with other Staff Developers for the position. Staff Developers desiring to exercise this right must advise the District of that election no later than March 1, 2014.
- 5). Any GE Grant Staff Developers/Resource Teacher who was assigned to a specific school during the 2013-2014 school year who does not exercise the right outlined in Paragraph 4 above will bounce back to a teaching position in the school to which they are currently assigned.
- 6). After the placement of GCC’s described herein is complete, all future GCC positions will be filled via standard postings, interviews and school-based hiring decisions.
- 7). This settlement is the complete resolution of all issues related to the subject of this memorandum of agreement, including the following class action grievances: 1) 195 Day RT Position Grievance filed on or about 1/30/13, grievance number T13-00030-01, and 2) Resource Teachers Silver Day filed on or about 1/16/13, grievance number T13-000-22-02.


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

  
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Donna Hargens  
Superintendent, Jefferson County Board of Education

3/11/13  
DATE

  
\_\_\_\_\_  
Diane Porter  
Chair, Jefferson County Board of Education

20 march 13  
DATE

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

3/20/13  
DATE

  
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DeeAnn Flaherty  
Executive Director, Jefferson County Teachers Association

3/20/13  
DATE