

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

The parties to this agreement are the Jefferson County Teachers Association (JCTA), and the Jefferson County Board of Education (JCBE). The parties mutually and in good faith agree to the following clarification to Article 33 Enhanced Support School Section 3.

Whereas, the Kentucky Department of Education (KDE) releases the designation of schools in the fall after the school year has already begun.

Whereas, Article 33, Section A state, *“Any school identified as a Level 2 or 3 school will be exempt from any requirements in the Agreement that mandate placement of voluntary transfer or overstaffed employees until such time as the school is no longer identified as Level 2 or 3... Level 2 and 3 schools shall receive the entire transfer list one week earlier than other schools. Level 2 and 3 school principals may recruit and recommend employees for a transfer that are on the transfer list but did not request a transfer to their school.”*

Whereas, Article 33, Section B states, *“Employees who teach at Level 2 and 3 schools will receive the following stipends, in addition to their normal salary and benefits, on the days noted, provided they have been employed at a Level 2 or 3 school since the date of payment of the preceding stipend (or for the first stipend, since the first student day of school)...*

September 1- \$400

December 1- \$400

March 1- \$400

June 30- \$400

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

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

Whereas, Article 33, Section D, Item 3 states, *“Starting in the 2019-2020 school year, Level 2 and 3 schools will extend the school year for teachers by adding five (5) additional professional development days at the beginning of the school year, paid at the hourly rate. Level 2 and level 3 schools may adjust when these extra days are utilized by using the normal contact deviation procedure prior to February 1.”*

Whereas, Article 33, Section F states, *“The Association and the Employer agree that improvement of Level 2 and 3 schools is of critical importance and that the Superintendent, in consultation with school principals, may transfer a teacher from a Level 2 or 3 school to another school for good cause and to address educational needs.”*

Therefore,

- After receiving the KDE designation of schools, the District shall determine which schools are Level 2 and 3 schools, shall designate them as Accelerated Improvement Schools (AIS) for the

following academic year. Schools whose designation from KDE removes them from being Level 2 or 3 schools shall remain as AIS through the end of the current academic year.

- Exiting AIS locations will not have advanced viewing of the teacher transfer list and are not exempt from the rules outlined in Article 16 nor will school principals of exiting AIS locations be allowed to recruit and recommend employees for a transfer that are on the transfer list but did not request a transfer to their school.
- The Parties agree that the District may place overstaffed employees in AIS locations due to necessary adjustments based on enrollment numbers on the 5th day (or the day determined for student enrollment counts). However, the overstaffed employees will remain in overstaffed status and have the option of being placed in a non-AIS location for the following academic year or remain at the AIS location by mutual agreement of both the employee and the principal.
- The dates listed in Article 33, Section B do not coincide with consistent and operable pay dates, therefore the stipend payments will be made as outlined:
 - 1st Stipend – paid on 2nd pay date in October and the teacher must be assigned to the AIS school since the first student day through 1st pay date in October.
 - 2nd Stipend – paid on 1st pay date in December and the teacher must be assigned to the AIS from the 1st pay date in October through last pay date in November.
 - 3rd Stipend – paid on 2nd pay date in March and the teacher must be assigned to the AIS school from the 1st student day after December 31st through 1st pay date in March.
 - 4th Stipend – paid on last regular paycheck in June and the teacher must be assigned to the AIS school from the 2nd pay date in March through the last contract work day in the fiscal year.
- Those teachers who travel to multiple schools and must spend half or more of their work time at an AIS to receive the stipends outlined in Article 33, Section B, will have the AIS listed as their payroll location in the District's payroll system.
- Starting in the 2021-2022 school year, as in the past two years, Level 2 and 3 schools will extend the school year for 187-day teachers, 190-day Academic Instructional coaches, and 194-day librarians by adding five (5) additional professional development days at the beginning of the school year, paid at the hourly rate. No other staff may receive pay unless required by the building principal to attend and the school pays the hourly rate. Other staff who volunteer to attend and have the approval of the building principal shall receive professional development credit and/or hourly rate pay at the school's expense. Level 2 and level 3 schools may adjust when these extra days are utilized by using the normal contract deviation procedure prior to February 1.
- The 187-day Teachers, 190-day Academic Instructional Coaches, and 194-day librarians can use sick, personal, emergency or unpaid leave days during these five (5) days at the first of the year.
- Schools which will exit AIS status in the coming academic year, shall not be able to invoke Section F of Article 33 in the CBA in the spring semester prior to exiting AIS status. The principals of schools that have been designated as an AIS for the coming academic year may work with the Superintendent for the implementation of Article 33, Section F during the spring semester prior to entering AIS status.

This specific agreement is recognized as being of no precedent, shall not be construed in any way to be precedent or be used to substantiate any present or future claim by any person or party.

Diane Porter Chairperson, JCBE	Date	Brent McKim President, JCTA	Date
Dr. Martin Pollio Superintendent, JCBE	Date	DeeAnn Flaherty Executive Director, JCTA	Date
O'Dell Henderson Director of Labor Management and Employee Relations, JCPS	Date		

