

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 JCBE and JCTA negotiation teams hereby tentatively agree, subject to JCBE approval and ratification by the JCTA membership, to the following:

1. Collective Bargaining Agreement (CBA) language changes in Articles 16, 21, 28, and 33. See attached articles with changes noted.
 2. Mental Health Practitioners (MHP) are on a stand-alone salary schedule, equivalent to Job Family II Grade 6. Effective July 1, 2022, the MHP salary schedule will adjust to be equivalent to the Job Family II Grade 7 salary schedule.
 3. Effective school year 2021-2022, "Robotics Sponsor" will be added to the High School and Middle School Extra Service Pay Schedule at the same rate as the Speech and Debate Sponsor.
 4. Effective July 1, 2021, Building Assessment Coordinators are eligible for up to twelve (12) paid extended hours to be used on an hourly basis, as needed, to complete the work related to the position.
 5. Consistent with the allowable use of district and federal funds and in consideration of the importance of the continuity of educational services during the pandemic and in consideration of additional duties and services that will be required during the 2021-2022 school year as a result of the pandemic, a one-time, reasonable and necessary schedule of fringe-benefit payments shall be made to employees as follows:
 - All active full and permanent part-time employees who have an active contract on July 1, 2021, and who are paid at least one contract day by August 20, 2021, will receive a one-time payment of \$2,500 on September 17, 2021.
 - All full and permanent part-time employees active as of November 12, 2021, will receive a one-time payment of \$1,250 on November 26, 2021.
 - All full and permanent part-time employees active as of May 6, 2022, will receive a one-time payment of \$1,250 on May 27, 2022.
 6. All employees in FY23 (2022-2023) are guaranteed a 1.5% pay increase. This percentage will be revisited during FY22 (2021-2022) to possibly raise.
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Diane Porter
Chairperson, JCBE

Date

Dr. Martin Pollio
Superintendent, JCBE

Date

O'Dell Henderson
Director, Labor Management and Employee Relations,
JCBE

Date

Brent McKim
President, JCTA

Date

DeeAnn Flaherty
Executive Director, JCTA

Date

ARTICLE 16 – TRANSFERS

Section A General Procedures

1. Beginning March 1 the Employer will begin posting internally known vacancies for the coming school year using the current job advertisement system. The postings will be accessible to internal teacher candidates for 7 calendar days. Teachers wishing to transfer to the position at the location must electronically submit an application through the District's job application system in order to be considered.
- ~~1. On request, the Employer shall electronically provide the Association a list of all known teaching vacancies that need staffing for the forthcoming school year. Prior to any teaching vacancies being posted system wide, Employees within the schools affected shall have first consideration for said positions as per the Assignment Article.~~
2. Teachers must meet certification requirements at the time of application and their teaching credentials must remain valid through the coming school year.
- ~~2. Employees desiring to transfer to another school shall electronically file a request with Personnel Services between February 22 and March 22. 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 additional five (5) schools may be added to the list if they are Level 2 and 3 schools. 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) Instrumental Music only; or
 - f) Vocal Music only.~~
3. In the event that fewer than four teachers apply for a transfer for the position, the school will receive the names of external candidates to allow for between four (4) and eight (8) interviews per position.
- ~~3. Employees requesting transfers will be ranked on a list according to their seniority in the Jefferson County Public Schools. Employees must re-submit requests each year by March 22 in order to remain on the transfer list.~~
4. June 23rd marks the end of the transfer process for the coming school year. Positions posted after June 23rd will be filled by external candidates only. Internal candidates may still apply for said positions, but will not be considered to fill the position until the following February at which time the teacher transfer selection committee will re-interview the external candidate hired for

the position and the internal candidates who applied for the position per the process outlined in the agreement. The successful candidate from the February interview will assume the position at the start of the subsequent school year.

5. Any Employee ~~who is~~ designated as overstaff indicates their preference for a transfer by applying to the posted positions.

~~4.6.~~ Any Employee or who is returning from leave of absence for which a specific position is not being reserved shall be notified by the Employer of the need to apply for positions of interest~~submit a request to be placed in the proper ranking on the transfer list.~~

~~5.7.~~ 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 for which they applied, were recommended, and accepted a transfer~~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.

~~6.8.~~ At the time the transfer is processed, the highest preference available will be granted to the Employee.—The processing of an accepted transfer removes an Employee from any other school's applicant pool for consideration~~the transfer list.~~

~~7.9.~~ Transfers will be granted and vacancies staffed from the applicant pool~~transfer list~~ according to the needs of the educational program, certification, seniority, employee preference, state laws and court orders.

~~8.10.~~ An Employee requesting a transfer must accept the transfer when offered~~made prior to the opening of school~~ unless the Employee has previously notified in writing the appropriate administrator in Personnel Services of a desire to withdraw the request. Declining an interview for a transfer or declining an offer for a transfer will remove the teacher from consideration of transfers at non-Accelerated Improvement Schools.

~~9.11.~~ The Association can access the list of job posting through the public JCPD Employment website. A listing of qualified candidates for posted positions will be provided to JCPD in seniority order.~~will be provided a transfer list by March 23rd of each school year. The list shall include the Employee's name, seniority date, race, transfer status and assignment schools requested.~~

~~10.12.~~ Every reasonable effort will be made to determine programs, including federal programs, and identify the locations to which they are assigned as early as practicable so that Employees may take this information into account as they exercise their transfer rights.

13. A voluntary transfer is not available to a teacher on intensive support evaluation.

~~11.14.~~ As an incentive to notify the District of an intent to retire at the end of a school year, teachers who on or before January 30th submit their intent to retire beginning June 1st, July 1st, or August 1st of the same year will receive a \$500 payment included in their last paycheck from JCPD as long as they retire on the date indicated on the intent form. No other retirement dates will be afforded this opportunity.

Section B Teacher Transfer Selection

1. By March ~~23rd~~ 1st of each school year, bargaining unit members shall elect by secret ballot three (3) representatives to serve with the Principal on the Teacher Transfer Selection Committee. The election of this Committee shall be conducted by the JCTA Professional Representative and the Principal at a duly-called faculty meeting.
2. The Teacher Transfer Selection Committee shall receive from Personnel Services the names of the eight (8) most senior teachers requesting a transfer and agreeing to interview at that school. If the percentage of students of color in the school is greater than 80% or if the percentage of teachers of color in the school is below the district average, up to three (3) additional teachers of color with the greatest seniority requesting to transfer to the school may be considered. The Committee shall interview up to eight (8) teachers seeking the transfer and based on those interviews shall select, by majority vote, the teacher to be offered the transfer. The Committee shall interview each teacher on the list provided by Personnel Services in seniority order until the Committee offers the transfer to an interviewed teacher. Should the teacher offered the transfer decline, the Committee may resume interviews and may offer the position to one of the remaining interviewed applicants. The Teacher Transfer Selection Committee shall comply with all applicable state and federal statutes in their selection process.
3. If there are fewer than four (4) employees seeking transfer to a particular position, the Employer may open the job posting to external candidates so that they may interview as many candidates, including new hires, for employment as needed to allow for at least four (4) interviews. The Employer may also interview involuntary transfer candidates not on the school's list, but in no case shall the total number of interviews exceed eight (8).
4. A teacher declining an interview or a transfer offer from their application choices ~~voluntary list of transfer choices~~ will have their name removed from consideration of transfers at non-Accelerated Improvement Schools unless the Employee has previously notified in writing the appropriate administrator in Personnel Services of a desire to withdraw the request ~~voluntarily list destroyed and will be removed from the transfer list if their transfer is a voluntary choice only.~~
5. The Employer reserves the right, in compliance with the JCBE/JCTA Agreement, to veto the Teacher Transfer Selection Committee's decision should there be certified staff under contract that would remain surplus if not assigned.
6. Schools utilizing the Teacher Transfer Selection process will have from March ~~30th~~ 8th of the current school year until ~~March 21st~~ February 28th of the following school year to make their selections in accordance with the above procedures.
7. Beginning June 1st, overstaffed teachers will be placed from the overstaff list according to the needs of the educational program, certification, seniority, employee preference, state laws, and court orders. Upon placement of all overstaffed employees, the Employer will notify the Association.
8. Vacancies that occur from Beginning July 1st June 8th through the July 15th June 23rd will be posted for internal and external candidates for no less than 4 days. ~~the Teacher Transfer Selection~~

~~process will not be utilized to fill vacancies.~~ Vacancies filled during this time will be filled only by internal transfer candidates, unless no internal candidates apply, in which case external candidates may be interviewed and hired for the position ~~teachers interviewed from the current voluntary and involuntary transfer lists (no new hires).~~ Only locations where no transfer requests exist will be filled via new hires, except that new hires may be considered if less than four (4) candidates are on a location's transfer list.

~~9.~~ To allow ample time for existing teachers to plan for the coming school year, the teacher transfer process will ~~be suspended beginning July 16th end on June 23rd.~~ Remaining vacancies will be filled by new hires after posting vacant positions on the job list. ~~The standard Teacher Selection process will resume August 1. Positions posted after June 23rd will be filled by external candidates only. Internal candidates may still apply for said positions, but will not be considered to fill the position until the following February at which time the teacher transfer selection committee will re-interview the external candidate hired for the position and the internal candidates who applied for the position per the process outlined in the agreement. The successful candidate from the February interview will assume the position at the start of the subsequent school year.~~

~~10.9.~~ Beginning August 1, ~~Employees eligible for an interview for mid-year openings will be interviewed in February. The Teacher Transfer Selection Committee will interview eligible employees and the teacher currently in the position. The teachers selected using the Teacher Transfer Selection process shall be placed in (or shall continue in) the granted position at the beginning of the following school year.~~

Section C Transfers Resulting from Overstaff

1. Employees may be declared overstaff in a school as a result of reduced pupil enrollment, educational program changes, or adjustments in staff allocations. Employees in schools which are closed or where the existing program is closed and a new program implemented may be considered overstaff.
2. Principals/administrator, or designee shall have the responsibility and authority to designate employees who are overstaff according to certification and seniority. Employees serving as athletic directors, head football and head basketball coaches in the senior high schools shall be exempt from this provision.
3. Overstaffed employees will be offered an opportunity to return to vacancies in the school from which they were overstaffed within the first two weeks after school begins.
4. Classroom teachers transferred involuntarily after the beginning of the school term shall be provided one day to set up the classroom when it has not previously been organized.
5. When the number of resource employees is reduced, the affected employees shall be overstaffed according to their certification and seniority by program area.
6. The District shall not use Section E of this Article to create a vacant position (i.e., overstaff a teacher) for a coach.

Section D Transfer of Special Area Teachers

1. When the composition of a grouping of schools changes because of a fluctuation in pupil enrollment, school closings, educational programs, or adjustments in staff allocations, any Employee who was assigned to a school in the previous grouping(s) shall be considered for the new grouping(s) according to the needs of the educational program, certification, seniority, and employee preference.
2. School groupings not staffed by Section D1 shall be considered vacancies.
3. Employees not assigned to schools according to Section D1 may apply for a transfer to a vacant position and thereby be considered on the transfer list using the process outlined in Sections A and B of this Article~~or employees applying for a voluntary transfer shall be placed on the transfer list.~~
4. The Parties agree that the stability of Special Area Teachers pairings is important. To assist in achieving this goal, the Employer shall form a committee to develop the yearly pairings. Teacher representatives on any such committee shall be nominated by the Association. Except in extraordinary circumstances, the Employer will not override the decision of the Pairings Committee in creating pairings. Schools that have asked to be a part of the pairings process will not be permitted to remove themselves from the process once the Pairings Committee has created the pairings.
5. Special Area Teachers in art, music, computer and physical education will be offered the opportunity for assignment to a full-time art, music, computer or physical education position which has become available in their specific school grouping.

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

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

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

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

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

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

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

ARTICLE 16 – TRANSFERS

Section A General Procedures

1. Beginning March 1 the Employer will begin posting internally known vacancies for the coming school year using the current job advertisement system. The postings will be accessible to internal teacher candidates for 7 calendar days. Teachers wishing to transfer to the position at the location must electronically submit an application through the District's job application system in order to be considered.
2. Teachers must meet certification requirements at the time of application and their teaching credentials must remain valid through the coming school year.
3. In the event that fewer than four teachers apply for a transfer for the position, the school will receive the names of external candidates to allow for between four (4) and eight (8) interviews per position.
4. June 23rd marks the end of the transfer process for the coming school year. Positions posted after June 23rd will be filled by external candidates only. Internal candidates may still apply for said positions, but will not be considered to fill the position until the following February at which time the teacher transfer selection committee will re-interview the external candidate hired for the position and the internal candidates who applied for the position per the process outlined in the agreement. The successful candidate from the February interview will assume the position at the start of the subsequent school year.
5. Any Employee designated as overstaff indicates their preference for a transfer by applying to the posted positions.
6. Any Employee who is returning from leave of absence for which a specific position is not being reserved shall be notified by the Employer of the need to apply for positions of interest.
7. A transferred Employee will be assured an assignment for which they applied, were recommended, and accepted a transfer 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.
8. The processing of an accepted transfer removes an Employee from any other school's applicant pool for consideration.
9. Transfers will be granted and vacancies staffed from the applicant pool according to the needs of the educational program, certification, seniority, employee preference, state laws and court orders.
10. An Employee requesting a transfer must accept the transfer when offered unless the Employee has previously notified in writing the appropriate administrator in Personnel Services of a desire to withdraw the request. Declining an interview for a transfer or declining an offer for a transfer will remove the teacher from consideration of transfers at non-Accelerated Improvement Schools.

11. The Association can access the list of job posting through the public JCPS Employment website. A listing of qualified candidates for posted positions will be provided to JCTA in seniority order.
12. Every reasonable effort will be made to determine programs, including federal programs, and identify the locations to which they are assigned as early as practicable so that Employees may take this information into account as they exercise their transfer rights.
13. A voluntary transfer is not available to a teacher on intensive support evaluation.
14. As an incentive to notify the District of an intent to retire at the end of a school year, teachers who on or before January 30th submit their intent to retire beginning June 1st, July 1st, or August 1st of the same year will receive a \$500 payment included in their last paycheck from JCPS as long as they retire on the date indicated on the intent form. No other retirement dates will be afforded this opportunity.

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2. The Teacher Transfer Selection Committee shall receive from Personnel Services the names of the eight (8) most senior teachers requesting a transfer and agreeing to interview at that school. If the percentage of students of color in the school is greater than 80% or if the percentage of teachers of color in the school is below the district average, up to three (3) additional teachers of color with the greatest seniority requesting to transfer to the school may be considered. The Committee shall interview up to eight (8) teachers seeking the transfer and based on those interviews shall select, by majority vote, the teacher to be offered the transfer. The Committee shall interview each teacher on the list provided by Personnel Services in seniority order until the Committee offers the transfer to an interviewed teacher. Should the teacher offered the transfer decline, the Committee may resume interviews and may offer the position to one of the remaining interviewed applicants. The Teacher Transfer Selection Committee shall comply with all applicable state and federal statutes in their selection process.
3. If there are fewer than four (4) employees seeking transfer to a particular position, the Employer may open the job posting to external candidates so that they may interview as many candidates, including new hires, for employment as needed to allow for at least four (4) interviews. The Employer may also interview involuntary transfer candidates not on the school's list, but in no case shall the total number of interviews exceed eight (8).
4. A teacher declining an interview or a transfer offer from their application choices will have their name removed from consideration of transfers at non-Accelerated Improvement Schools unless the Employee has previously notified in writing the appropriate administrator in Personnel Services of a desire to withdraw the request.

5. The Employer reserves the right, in compliance with the JCBE/JCTA Agreement, to veto the Teacher Transfer Selection Committee's decision should there be certified staff under contract that would remain surplus if not assigned.
6. Schools utilizing the Teacher Transfer Selection process will have from March 8th of the current school year until February 28th of the following school year to make their selections in accordance with the above procedures.
7. Beginning June 1st, overstaffed teachers will be placed from the overstaff list according to the needs of the educational program, certification, seniority, employee preference, state laws, and court orders. Upon placement of all overstaffed employees, the Employer will notify the Association.
8. Vacancies that occur from June 8th through June 23rd will be posted for internal and external candidates for no less than 4 days. Vacancies filled during this time will be filled only by internal transfer candidates, unless no internal candidates apply, in which case external candidates may be interviewed and hired for the positions.
9. To allow ample time for existing teachers to plan for the coming school year, the teacher transfer process will end on June 23rd. Remaining vacancies will be filled by new hires after posting vacant positions on the job list. Positions posted after June 23rd will be filled by external candidates only. Internal candidates may still apply for said positions, but will not be considered to fill the position until the following February at which time the teacher transfer selection committee will re-interview the external candidate hired for the position and the internal candidates who applied for the position per the process outlined in the agreement. The successful candidate from the February interview will assume the position at the start of the subsequent school year.

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1. Employees may be declared overstaff in a school as a result of reduced pupil enrollment, educational program changes, or adjustments in staff allocations. Employees in schools which are closed or where the existing program is closed and a new program implemented may be considered overstaff.
2. Principals/administrator, or designee shall have the responsibility and authority to designate employees who are overstaff according to certification and seniority. Employees serving as athletic directors, head football and head basketball coaches in the senior high schools shall be exempt from this provision.
3. Overstaffed employees will be offered an opportunity to return to vacancies in the school from which they were overstaffed within the first two weeks after school begins.
4. Classroom teachers transferred involuntarily after the beginning of the school term shall be provided one day to set up the classroom when it has not previously been organized.
5. When the number of resource employees is reduced, the affected employees shall be overstaffed according to their certification and seniority by program area.

6. The District shall not use Section E of this Article to create a vacant position (i.e., overstaff a teacher) for a coach.

Section D Transfer of Special Area Teachers

1. When the composition of a grouping of schools changes because of a fluctuation in pupil enrollment, school closings, educational programs, or adjustments in staff allocations, any Employee who was assigned to a school in the previous grouping(s) shall be considered for the new grouping(s) according to the needs of the educational program, certification, seniority, and employee preference.
2. School groupings not staffed by Section D1 shall be considered vacancies.
3. Employees not assigned to schools according to Section D1 may apply for a transfer to a vacant position and thereby be considered on the transfer list using the process outlined in Sections A and B of this Article.
4. The Parties agree that the stability of Special Area Teachers pairings is important. To assist in achieving this goal, the Employer shall form a committee to develop the yearly pairings. Teacher representatives on any such committee shall be nominated by the Association. Except in extraordinary circumstances, the Employer will not override the decision of the Pairings Committee in creating pairings. Schools that have asked to be a part of the pairings process will not be permitted to remove themselves from the process once the Pairings Committee has created the pairings.
5. Special Area Teachers in art, music, computer and physical education will be offered the opportunity for assignment to a full-time art, music, computer or physical education position which has become available in their specific school grouping.

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

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

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

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

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

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

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

ARTICLE 21 – SUMMER SCHOOL ~~/AND~~ EXTENDED SCHOOL SERVICES LEARNING OPPORTUNITIES

Section A Teaching positions ~~in the for~~ Summer School ~~/and~~ Extended School Services Learning Opportunities will be staffed first by qualified persons who are current employees in the Jefferson County Public Schools.

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

1. The Employer shall advertise that all employees interested in teaching Summer School may apply. If the number of applicants exceeds the number of positions, applicants ~~and~~ will be placed on a rotation list by seniority. An employee will remain on the Summer School rotation list and will be considered for Summer School employment any year in which the employee submits an application to teach Summer School.
2. Employees may apply for specific school locations(s) and teaching assignment or may submit applications for any summer assignment for which qualified.
3. In extenuating circumstances an employee may at any time prior to an offer of summer school employment withdraw an application and maintain his/her position on the summer school rotation list.
4. If the number of applicants exceeds the number of positions, ~~E~~employees employed in Summer School rotate to the bottom of the list for the next year.
5. Employees who have applied to teach Summer School at their school shall have first consideration before employees that are not assigned to that school.
- 5-6. Employees who have applied to teach Summer School and are offered a Summer School position but refuse the position will drop to the bottom of the rotation list along with those who worked Summer School.
- 6-7. Employees on lay-off or on leave are eligible to apply for Summer School positions and will be placed on the list according to seniority. Employees applying for Summer School positions while on leave must have formally requested to return to active status in the fall.
7. If the number of applicants exceeds the number of positions, ~~E~~employees who apply in years following formation of the first rotation list will be placed on the bottom of the Summer School rotation list by seniority.
8. _____
8. ~~Section C~~ Projected locations and teaching positions for Summer School if known shall be published by May 1.
9. _____
- 9-10. Section D Those employed in the Summer School may use up to two (2) days of sick-unpaid leave ~~accumulated as of the end of their preceding contract year~~. Those employed in Extended School Services where the program is conducted as an extended school year, and students are in attendance on a daily basis, a teacher working in a program of 1 to 29 days is eligible to utilize one (1) sick-unpaid leave day. Those employed 30 days or more will be eligible to utilize two (2) sick-unpaid leave days.

Section C Summer Deeper Learning

The District's summer deeper learning experience for students may be in person or virtual.

In filling the summer deeper learning teaching positions the Employer will use the following process:

1. Teachers work in pairs to submit a proposal containing creative ideas to inspire students in reading, math, science, and social studies.
2. Proposals will be selected based on a rubric that the joint committee (which includes JCTA members) has established.
3. The teachers authoring a winning proposal will be assigned to teach for their summer deeper learning proposal.
4. Teachers will be paid at their hourly rate.

Section D Summer Re-Engagement

The summer re-engagement program is designed to actively involve students from every school across the district which may occur at a JCPS or community location. The curriculum provides opportunities for students to engage in critical thinking activities grounded in literacy standards.

In filling the summer re-engagement program teaching positions the Employer will use the following process:

1. Interested teachers will apply through the district's application system.
2. Program coordinators will verify staffing levels by student participation and offer positions considering teacher preference (e.g., site and geographic location).
3. If the number of applicants exceeds the number of positions, applicants will be placed by seniority.
4. Teachers will be paid at their hourly rate.

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

Section F

1. Employees ~~providing services under the Extended School Services of KERA~~ teaching in the learning opportunities described in this article shall be paid their hourly rate.
2. Selection of employees for teaching responsibilities in their school for the learning opportunities described in this article ~~the Extended School Services program with KERA and summer school~~ shall be by:
 - a. Employees of the school will be selected in accordance with Article 15, Section A and B.
 - b. If the position is not filled by one of the above methods, the position will be filled by the process outlined in Section B of this article.

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

ARTICLE 21 – SUMMER SCHOOL AND EXTENDED SCHOOL SERVICES LEARNING OPPORTUNITIES

Section A Teaching positions for Summer School and Extended School Services Learning Opportunities will be staffed first by qualified persons who are current employees in the Jefferson County Public Schools.

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

1. The Employer shall advertise that all employees interested in teaching Summer School may apply. If the number of applicants exceeds the number of positions, applicants will be placed on a rotation list by seniority. An employee will remain on the Summer School rotation list and will be considered for Summer School employment any year in which the employee submits an application to teach Summer School.
2. Employees may apply for specific school locations(s) and teaching assignment or may submit applications for any summer assignment for which qualified.
3. In extenuating circumstances an employee may at any time prior to an offer of summer school employment withdraw an application and maintain his/her position on the summer school rotation list.
4. If the number of applicants exceeds the number of positions, employees employed in Summer School rotate to the bottom of the list for the next year.
5. Employees who have applied to teach Summer School at their school shall have first consideration before employees that are not assigned to that school.
6. Employees who have applied to teach Summer School and are offered a Summer School position but refuse the position will drop to the bottom of the rotation list along with those who worked Summer School.
7. Employees on lay-off or on leave are eligible to apply for Summer School positions and will be placed on the list according to seniority. Employees applying for Summer School positions while on leave must have formally requested to return to active status in the fall.
8. If the number of applicants exceeds the number of positions, employees who apply in years following formation of the first rotation list will be placed on the bottom of the Summer School rotation list by seniority.
9. Projected locations and teaching positions for Summer School if known shall be published by May 1.
10. Those employed in the Summer School may use up to two (2) days of unpaid leave. Those employed in Extended School Services where the program is conducted as an extended school year, and students are in attendance on a daily basis, a teacher working in a program of 1 to 29 days is eligible to utilize one (1) unpaid leave day. Those employed 30 days or more will be eligible to utilize two (2) unpaid leave days.

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The District's summer deeper learning experience for students may be in person or virtual.

In filling the summer deeper learning teaching positions the Employer will use the following process:

1. Teachers work in pairs to submit a proposal containing creative ideas to inspire students in reading, math, science, and social studies.

2. Proposals will be selected based on a rubric that the joint committee (which includes JCTA members) has established.
3. The teachers authoring a winning proposal will be assigned to teach for their summer deeper learning proposal.
4. Teachers will be paid at their hourly rate.

Section D Summer Re-Engagement

The summer re-engagement program is designed to actively involve students from every school across the district which may occur at a JCPS or community location. The curriculum provides opportunities for students to engage in critical thinking activities grounded in literacy standards.

In filling the summer re-engagement program teaching positions the Employer will use the following process:

1. Interested teachers will apply through the district's application system.
2. Program coordinators will verify staffing levels by student participation and offer positions considering teacher preference (e.g., site and geographic location).
3. If the number of applicants exceeds the number of positions, applicants will be placed by seniority.
4. Teachers will be paid at their hourly rate.

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

Section F

1. Employees teaching in the learning opportunities described in this article shall be paid their hourly rate.
2. Selection of employees for teaching responsibilities in their school for the learning opportunities described in this article shall be by:
 - a. Employees of the school will be selected in accordance with Article 15, Section A and B.
 - b. If the position is not filled by one of the above methods, the position will be filled by the process outlined in Section B of this article.

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

ARTICLE 28 – MISCELLANEOUS

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

1. A Teacher relocating between 100 and 200 miles will receive a \$1000 stipend in October of the given year and an additional \$1000 in April of the given year **as long as the teacher is still employed with JCPS at the time of the payment.** The teacher must provide proof of relocation to receive these stipends.
2. A Teacher relocating more than 200 miles will receive a ~~total of \$4000 in two (2) installments. The first installment will be paid within three (3) weeks of submission of moving expenses in the amount of the submitted expenses and the balance of the \$4,000 will be paid at the end of the school year.~~ **\$2000 stipend in October of the given year and an additional \$2000 in April of the given year as long as the teacher is still employed with JCPS at the time of the payment. The teacher must provide proof of relocation to receive these stipends.**
3. A Teacher relocating a distance of 100 miles or greater may receive only one of the benefits outlined in numbers 1 or 2 of this Section and, after receiving one of those benefits, will not be eligible for additional relocation stipends in the future for any reason.
4. **When a teacher relocates after October, the appropriate stipend payments will be made in April of the current academic year and October of the following academic year as long as the teacher is still employed with JCPS at the time of the payment.**

ARTICLE 28 – MISCELLANEOUS

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

1. A Teacher relocating between 100 and 200 miles will receive a \$1000 stipend in October of the given year and an additional \$1000 in April of the given year as long as the teacher is still employed with JCPS at the time of the payment. The teacher must provide proof of relocation to receive these stipends.
2. A Teacher relocating more than 200 miles will receive a \$2000 stipend in October of the given year and an additional \$2000 in April of the given year as long as the teacher is still employed with JCPS at the time of the payment. The teacher must provide proof of relocation to receive these stipends.
3. A Teacher relocating a distance of 100 miles or greater may receive only one of the benefits outlined in numbers 1 or 2 of this Section and, after receiving one of those benefits, will not be eligible for additional relocation stipends in the future for any reason.
4. When a teacher relocates after October, the appropriate stipend payments will be made in April of the current academic year and October of the following academic year as long as the teacher is still employed with JCPS at the time of the payment.

ARTICLE 33 ACCELERATED IMPROVEMENT SCHOOLS (AIS)

Section A

To better address staffing needs and promote student success at enhanced support schools, the normal Employee transfer process (Article 16) will be modified as follows for Level 2 and 3 schools: Any school identified as a Level 2 or 3 school will be exempt from any requirements in the Agreement that mandate placement of voluntary transfers until such time as the school is exiting AIS designation. Active Level 2 and 3 schools shall participate in the transfer process but will not be required to select any staff from the transfer list. The District may place overstaffed employees at AIS locations due to necessary adjustments based on enrollment numbers on the 5th day (or the day determined for student enrollment counts). However, placed 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. ~~Active Level 2 and 3 schools including those entering AIS status, shall receive the entire transfer list one week earlier than other schools. Those schools exiting AIS status will not have advanced viewing of the transfer list.~~ Active Level 2 and 3 school principals including those entering AIS status, may recruit ~~and recommend~~ employees for a transfer ~~that are on the transfer list but did not request a transfer to their school.~~ Such employees who are recruited are not obligated to accept interviews at or a transfer to the Level 2 or 3 school. Those schools exiting AIS status will not be allowed to recruit ~~and recommend~~ employees for a transfer ~~that are on the transfer list who did not request a transfer to the exiting AIS school.~~

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

ARTICLE 33 ACCELERATED IMPROVEMENT SCHOOLS (AIS)

Section A

To better address staffing needs and promote student success at enhanced support schools, the normal Employee transfer process (Article 16) will be modified as follows for Level 2 and 3 schools: Any school identified as a Level 2 or 3 school will be exempt from any requirements in the Agreement that mandate placement of voluntary transfers until such time as the school is exiting AIS designation. Active Level 2 and 3 schools shall participate in the transfer process but will not be required to select any staff from the transfer list. The District may place overstaffed employees at AIS locations due to necessary adjustments based on enrollment numbers on the 5th day (or the day determined for student enrollment counts). However, placed 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. Active Level 2 and 3 school principals including those entering AIS status, may recruit employees for a transfer. Such employees who are recruited are not obligated to accept interviews at or a transfer to the Level 2 or 3 school. Those schools exiting AIS status will not be allowed to recruit employees for a transfer.

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