

ARTICLE 33 – ~~ACCELERATED IMPROVEMENT~~ ENHANCED SUPPORT SCHOOLS (AIS)

The parties agree that schools identified as ~~Level 2 or 3~~ Accelerated Improvement Schools (AIS) or those included in a Choice Zone shall ~~require~~ receive enhanced support. Choice Zone schools are those serving resides students within the geographic region currently identified in the 2022 Student Assignment (School Choice) Plan. Any changes as to which schools are included in a Choice Zone require approval by the Jefferson County BOE. If such changes are made by the Jefferson County BOE, the parties agree to revisit this Article. The following shall be enacted for schools currently identified as ~~Level 2 or 3~~ Choice Zone schools or AIS, hereinafter “enhanced support school(s)” and will remain in effect until the school is no longer identified as either Level 2 or 3 so identified. The provisions of this Article apply solely to Level 2 and 3 schools receiving enhanced support.

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~~ enhanced support schools:

Any school identified as a ~~Level 2 or 3~~ an enhanced support 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 enhanced support designation.

Active ~~Level 2 and 3~~ enhanced support schools shall participate in the transfer process beginning February 1 but will not be required to select any staff from the transfer list.

Active ~~Level 2 and 3~~ enhanced support school principals, including those entering AIS enhanced support 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~~ enhanced support school. Those schools exiting AIS enhanced support status will not be allowed to recruit employees for a transfer.

The District may place overstaffed employees at AIS or enhanced support school 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 enhanced support school location for the following academic year or remain at the AIS enhanced support school location by mutual agreement of both the employee and the principal.

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.

Section B

~~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). For example, a teacher who begins teaching at a Level 2 or 3 school September 1 will receive the December 1 stipend, but a teacher beginning September 2 (or thereafter up to November 30) would not receive a stipend until March 1.

September 1—\$400

December 1—\$400

March 1—\$400 10 June 30—\$400

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

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

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.

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

In addition to the above benefits, any teacher at a school other than a Level 2 or 3 school with eight (8) years or more of teaching experience within the District will receive a \$1000 stipend upon completion of a voluntary transfer to a Level 2 or 3 school. A teacher is eligible only once for this benefit from the Employer. The stipend will be paid on the first payroll following the teacher completing three (3) months of service at a Level 2 or 3 school. If the teacher fails to complete two (2) full years of service at a Level 2 or 3 school after receiving the stipend, the entirety of the stipend must be repaid to the District. The Employer may, at its discretion, increase any of the monetary amounts listed in this Section at any time before the expiration of this Agreement. Any decrease of the monetary amounts in this Section would require mutual agreement of the Employer and the Association pursuant to Article 37, Section C.

To attract and retain high-quality teachers in enhanced support schools, the employer will pay a stipend to employees covered under this collective bargaining agreement. Employees at enhanced support schools will receive an annual stipend on the payment schedule noted below:

- 1st Stipend - paid on 2nd pay date in October and the teacher must be assigned to the AIS enhanced support 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 enhanced support school by 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 enhanced support school by 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 enhanced support school by the 1st pay date in March through the last contract workday in the fiscal year.

The initial stipend for all employees assigned to an enhanced support school during the 2023-24 school year, and those employees who enter into employment at an enhanced support school during the school years thereafter, will be \$8,000 (annually; paid according to the schedule above). The stipend amount will increase by 1.5% each year (cumulatively) thereby creating stipend levels for each year of service an employee has in an enhanced support school up to their twentieth (20th) year. Years twenty-one (21) through twenty-four (24) will remain at the level of the twentieth (20th) year stipend. An employee who remains in an enhanced support school for twenty-five (25) or more years will receive a stipend of \$14,000.

Payment of the stipend will end at such time an employee leaves an enhanced support school. No portion of the stipend will be retroactively paid for any time period that is not met by the schedule noted above.

An employee who is involuntarily transferred to a non-enhanced support school, will no longer receive the stipend. However, an involuntarily transferred employee may resume the stipend level they previously received upon returning to an enhanced support school. An employee returning to an enhanced support school after voluntarily transferring to a non-enhanced support school will start over beginning at the initial stipend level.

Employees who move between enhanced support schools will maintain their accrued increases and will continue to receive annual increases each year they continue teaching in an enhanced support school.

Section C

Employees at a ~~Level 2 or 3~~ school receiving enhanced support who obtain National Board Certification and teach at a ~~Level 2 or 3~~ an enhanced support school for three (3) full school years thereafter will be reimbursed for fees paid obtaining National Board Certification upon request and presentation of documents evidencing the fees paid. Employees who have been at a ~~Level 2 or 3~~ an enhanced support school for three (3) years or more who obtain a recertification of an existing National Board Certification will be reimbursed for their recertification fees upon request and presentation of documents evidencing the fees paid.

Section D

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

1. The Employer may offer certified teachers hourly pay in order to provide targeted interventions for students either before or after school.

2. The Employer, in collaboration with teachers, may provide additional instructional resources and materials in order to provide struggling students with needed resources and materials for learning.

3. ~~Starting in the 2019-2020 school year, Level 2 and 3~~ **Enhanced support** 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~~ **Enhanced support** schools may adjust when these extra days are utilized by using the normal contract deviation procedure prior to February 1.

4. The Association and the District agree to work together to develop a plan ~~for the 2019-2020 school year~~ to provide extended planning (professional learning time during the instructional day) for ~~Level 2 and 3~~ **enhanced support** schools.

5. The Association and the District agree to explore reducing class sizes at ~~Level 2 and 3~~ **enhanced support** schools.

6. Employees at ~~Level 2 and 3~~ **enhanced support** schools may apply for designated funds for professional development and professional team development, to address identified professional and student needs.

7. **The District will work to reduce the need for teachers in enhanced support schools to fill in for absences and vacancies.**

8. **The District will work to provide mental wellness supports to the staff in enhanced support schools.**

Section E

The Association and the Employer agree that the entry of assignments with grades may need to be more frequent at ~~Level 2 and 3~~ **enhanced support** schools.

Section F

The Association and the Employer agree that improvement of ~~Level 2 and 3~~ **enhanced support** schools is of critical importance and that the Superintendent, in consultation with school principals, may transfer a teacher from a ~~Level 2 or 3~~ **an enhanced support** school to another school for good cause and to address educational needs.

ARTICLE 33 – ENHANCED SUPPORT SCHOOLS

The parties agree that schools identified as Accelerated Improvement Schools (AIS) or those included in a Choice Zone shall receive enhanced support. Choice Zone schools are those serving resides students within the geographic region currently identified in the 2022 Student Assignment (School Choice) Plan. Any changes as to which schools are included in a Choice Zone require approval by the Jefferson County BOE. If such changes are made by the Jefferson County BOE, the parties agree to revisit this Article. The following shall be enacted for schools currently identified as Choice Zone schools or AIS, hereinafter “enhanced support school(s)” and will remain in effect until the school is no longer so identified. The provisions of this Article apply solely to schools receiving enhanced support.

Section A

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Active enhanced support school principals, including those entering enhanced support status, may recruit employees for a transfer. Such employees who are recruited are not obligated to accept interviews at or a transfer to the enhanced support school. Those schools exiting enhanced support status will not be allowed to recruit employees for a transfer.

The District may place overstaffed employees at enhanced support school 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-enhanced support school location for the following academic year or remain at the enhanced support school location by mutual agreement of both the employee and the principal.

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.

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- 1st Stipend - paid on 2nd pay date in October and the teacher must be assigned to the enhanced support school since the first student day through 1st pay date in October.
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The initial stipend for all employees assigned to an enhanced support school during the 2023-24 school year, and those employees who enter into employment at an enhanced support school during the school years thereafter, will be \$8,000 (annually; paid according to the schedule above). The stipend amount will increase by 1.5% each year (cumulatively) thereby creating stipend levels for each year of service an employee has in an enhanced support school up to their twentieth (20th) year. Years twenty-one (21) through twenty-four (24) will remain at the level of the twentieth (20th) year stipend. An employee who remains in an enhanced support school for twenty-five (25) or more years will receive a stipend of \$14,000.

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documents evidencing the fees paid. Employees who have been at an enhanced support school for three (3) years or more who obtain a recertification of an existing National Board Certification will be reimbursed for their recertification fees upon request and presentation of documents evidencing the fees paid.

Section D

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1. The Employer may offer certified teachers hourly pay in order to provide targeted interventions for students either before or after school.
2. The Employer, in collaboration with teachers, may provide additional instructional resources and materials in order to provide struggling students with needed resources and materials for learning.
3. Enhanced support 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. Enhanced support schools may adjust when these extra days are utilized by using the normal contract deviation procedure prior to February 1.
4. The Association and the District agree to work together to develop a plan to provide extended planning (professional learning time during the instructional day) for enhanced support schools.
5. The Association and the District agree to explore reducing class sizes at enhanced support schools.
6. Employees at enhanced support schools may apply for designated funds for professional development and professional team development, to address identified professional and student needs.
7. The District will work to reduce the need for teachers in enhanced support schools to fill in for absences and vacancies.
8. The District will work to provide mental wellness supports to the staff in enhanced support schools.

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Section F

1 The Association and the Employer agree that improvement of enhanced support schools is of
2 critical importance and that the Superintendent, in consultation with school principals, may
3 transfer a teacher from an enhanced support school to another school for good cause and to
4 address educational needs.
5

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 Article 33. See attached article with changes noted.
2. Mental Health Practitioners (MHPs) will be added to the Teacher salary schedule (Schedule III) based on their step for the 2021-22 school year and their rank (or equivalent) effective July 1, 2022.
3. Effective school year 2022-2023, "Robotics Sponsor" will be added to the Elementary School Extra Service Pay Schedule at the same rate as the Middle/High School Robotics Sponsor.
4. 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 2022-2023 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 full and permanent part-time employees active as of November 11, 2022, will receive a one-time payment of \$500 on November 25, 2022.
 - All full and permanent part-time employees active as of May 12, 2023, will receive a one-time payment of \$500 on May 26, 2023.
5. For FY23 (2022-2023), 4% will be added to each cell of the teacher 187-day salary schedule.

Diane Porter
Chairperson, JCBE

Date

Dr. Martin Pollio
Superintendent, JCBE

Date

O'Dell Henderson

Date

Director, Labor Management and Employee Relations, JCBE

Brent McKim
President, JCTA

Date

DeeAnn Flaherty
Executive Director, JCTA

Date