

JCBE-JCTA Agreement

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1941 Bishop Lane, Suite 300  
Louisville, Kentucky 40218

Equal Opportunity/Affirmative Action Employer  
Offering Equal Educational Opportunities

## 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 or otherwise licensed person who is represented by the Association.
8. Superintendent means the Superintendent of Schools of Jefferson County, Kentucky.
9. Negotiations means a process and a method that provides for the Employer and the Association to negotiate on matters of mutual concern, to reach agreement on such matters, and to make provisions for resolving disagreement in the event of impasse.
10. Exceptional Child Education Pupil means a pupil covered under the provisions of IDEA – Individuals with Disabilities Education Act as amended.
11. Seniority shall be computed from the first compensable day of employment as a regular employee in the Jefferson County Public Schools following last break in service; ties in seniority dates will be broken by the largest sum of the final four digits of the employees' Social Security numbers.
12. ARC means the Admissions/Release Committee.
13. Part-timers means any employee working less than a full duty day.
14. Vacancy means a position in the bargaining unit approved by the Board but not having a teacher of record.
15. Teacher of Record means an individual in the bargaining unit who is filling a position with a change form completed by Personnel to verify the same.
16. Overstaff means a condition where a teacher is involuntarily placed on the transfer list.
17. Laid Off is a condition in which a teacher's contract is suspended due to lack of a teaching position.
18. Restricted Certification is a condition in which a teacher's certificate is not considered valid for teaching in the Jefferson County Public Schools due to lack of adequate teaching

positions in the certification area. The teacher would be laid off in a restricted certification area if it were not for having a second certification that allows a teacher to maintain a position with the Employer.

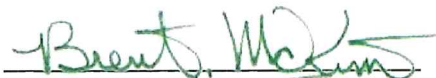
19. Least Restrictive Environment is that education setting or program in which the identified child can function most effectively based upon his/her unique needs and capabilities.
20. Resource Room is a special education class configuration in which a student identified by an ARC may spend up to 50% of the student day.
21. Special Area Teacher is an elementary art, music, physical education or computer teacher who is assigned to work in different building locations on different days of the week.
22. Traveling Teacher means a teacher who works at different building locations on the same day of the work week.
23. Certificated means possessing a certificate issued by the Commonwealth of Kentucky.
24. School Centers shall mean a building(s) in which teachers are assigned to supervise students.
25. Home School means where the employees report their time and attendance.
26. Level 1, 2 and 3 Schools are schools that the District identifies as needing additional support.
27. Employee Resolution Agreement means an agreement between the Employer, the Association, and one or more employees to resolve disciplinary, assignment, payment or other employment issues involving the identified employee(s), where no grievance has been filed. Such an agreement does not require approval of the Board and is not reported to the Board. Although Employee Resolution Agreements, Grievance Resolution Agreements, and Tribunal Resolution Agreements do not require Board approval or reporting to the Board, alterations to job type, employment status, or the like that are included in such agreements may be reported to the Board within normal and customary reports to the Board.
28. Grievance Resolution Agreement means an agreement between the employer, the Association, and one or more employees to resolve a written grievance, which has been filed pursuant to this collective bargaining agreement. Such an agreement does not require approval of the Board and is not reported to the Board.
29. Tribunal Resolution Agreement means an agreement between the Employer, the Association, and an employee to resolve a tribunal proceeding under KRS 161.790. Such an agreement does not require approval of the Board and is not reported to the Board.
30. Memorandum of Understanding ("MOU") means an agreement between the Employer and the Association which resolves (1) the interpretation and application of this collective bargaining agreement; (2) operational, logistical and timing issues; (3) compliance with legislative and regulatory requirements; or (4) other collaborative and cooperative endeavors that the parties want to memorialize. MOUs may temporarily modify or suspend specific contract provisions to address unusual situations that may arise; however, a MOU may not permanently modify this collective bargaining agreement. A MOU may be used instead of a Grievance Resolution Agreement if the resolution will have an impact on a significant number

of employees or on Employer operations. All MOUs must be reported to the Board, but MOUs do not require Board approval.

31. Memorandum of Agreement ("MOA") means an agreement between the Employer and the Association that (1) alters, amends or modifies the terms of the collective bargaining agreement; (2) by Board policy or by law requires Board action; or (3) the parties agree should be submitted to the Board for approval. MOAs will not become effective except upon approval by the Board.



Aimee Green-Webb, Ph.D.  
Chief of Human Resources  
Chief Negotiator



Brent McKim, President  
Jefferson County Teachers Association  
Chief Negotiator

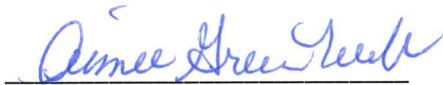


DeeAnn Flaherty, Executive Director  
Jefferson County Teachers Association  
Negotiator

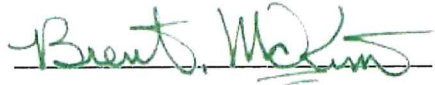


### ARTICLE 3 – RECOGNITION

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



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Jefferson County Teachers Association  
Negotiator

## ARTICLE 4 – ASSOCIATION RIGHTS

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

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

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

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

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

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

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

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

Section D The Association building representative shall upon request be given time prior to or after each faculty meeting for brief announcements. The school communication system shall be made available according to procedures of the school for use by an Association building representative to

make brief announcements concerning meetings. The building representative shall be provided a school roster showing the names, addresses, and assignments of all employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section M The district and the association shall maintain a joint Teaching, Learning, and Assessment Collaborative (TLAC), which shall meet at least bimonthly, at the request of either party, to discuss teaching, learning, and assessment issues and promote labor-management collaboration in the district. Half the TLAC members shall be appointed by the superintendent and half shall be appointed by the JCTA president. The superintendent and the JCTA president shall each select a co-chair who will jointly plan and facilitate TLAC meetings.



Aimee Green-Webb, Ph.D.  
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Chief Negotiator



Brent McKim, President  
Jefferson County Teachers Association  
Chief Negotiator



DeeAnn Flaherty, Executive Director  
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## ARTICLE 5 – EMPLOYEE RIGHTS

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

Section B The Association agrees not to discriminate with regard to representation of employees in the administration of this agreement or with regard to terms and conditions of membership because of age, color, disability, marital or parental status, national origin, race, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, religious or political affiliation or beliefs, or because an employee is not a member of the Association.

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

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

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

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

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

Section H All employees shall carry out the following responsibilities:

1. Complying with the Employer's rules and regulations which are not inconsistent with this Agreement.
2. Adhering to the provisions of the Agreement.

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

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

Section K The Employer and the Employees agree to implement and comply with all applicable provisions of Commonwealth of Kentucky law governing student discipline records and reporting procedures. The Employer shall notify each employee, where applicable, of the existence of any permanent student discipline records, as defined by law, that pertain to the students to whom the employee provides educational or related services. The Employer shall share the contents of those



student discipline records with each employee within seven (7) days that the student is placed in their classroom.

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

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

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

Article 7	Student Discipline
Article 8	Employee Evaluation
Article 9	Employee Discipline
Article 10	Personnel Files
Article 16	Transfers
Article 18	Lay-Off/Recall
Article 27	Compensation
Article 29	Grievance Procedure

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

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

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

Section N Each work site will have a six-member Collaborative Leadership Team (CLT) with half the team being employees. For employee groups that are not building-based, the District and Association will identify one or more appropriate CLTs. Administrative members of the team shall be selected annually by the principal or site administrator and employee members of the committee shall be elected using the same process used to elect teacher representatives on the Teacher Transfer Selection Committee. The CLT shall select one administrator member and one employee member to serve as co-chairs to plan and conduct committee meetings. Representatives from other employee groups may



be included by mutual agreement of the CLT members. Meetings shall be held at times so that all members can attend. Committee members will be compensated for time beyond their regular workday at their hourly rate to attend meetings. Each site's CLT shall meet at least bi-monthly during the school year.

The CLT shall be charged with the following responsibilities:

1. Promoting labor-management collaboration at the site.
2. Promoting authentic educator voice in site decision-making.
3. Providing a forum for the school staff to discuss teaching, learning, assessment, and other educational issues and promoting shared ownership of decision-making.
4. Seeking input from the site's staff regarding issues, challenges, and opportunities at the site.
5. Working collaboratively to respond to issues, suggestions, and questions regarding issues, challenges, and opportunities at the site.
6. Meeting in a timely manner to consider issues raised by staff.
7. Assuring a commitment to racial equity, using such tools as the REAP, when considering issues at the site.
8. Recommending policy changes, as may be needed, to the site's SBDM Council, if one exists.
9. Identifying unmet needs and communicating those needs to the District Teaching, Learning, and Assessment Collaborative.

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

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

Section ~~O-P~~ Employees and administrators shall be treated in a professional manner at all times.

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

Section ~~Q R~~ Employees, except Resource Teachers, shall not be required to chair ARC's.

Section ~~R-S~~ Early Childhood classrooms shall be staffed according to the requirements of the Commonwealth of Kentucky.

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

Section ~~T-U~~ The Employer shall provide Safe Crisis Management training for any employee requesting such training.

Section ~~U-V~~ If requested by an employee, employee votes shall be by secret ballot.

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

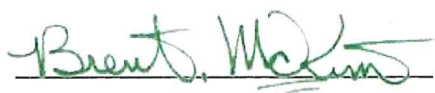
Section ~~W-X~~ The Employer acknowledges that all Employees have a right to steps on the salary schedule.

Section ~~X-Y~~ Employer Provided Training

The District will make available all ongoing professional development and training required by federal and state law and board policy. The District will make available professional development relating to the seclusion and restraint of students, student bullying prevention, restorative practices, and diversity training.



Aimee Green-Webb, Ph.D.  
Chief of Human Resources  
Chief Negotiator



Brent McKim, President  
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DeeAnn Flaherty, Executive Director  
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## ARTICLE 9 – EMPLOYEE DISCIPLINE

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

1. The employee has had **an** opportunity to have foreknowledge of the possible or probable disciplinary consequences of the conduct or performance.
2. The rule or order is **reasonable reasonably** related to the efficient and safe operation of the District.
3. Before administering discipline, the Employer did make an effort to discover whether the employee did, in fact, violate a rule, regulation or order of management.
4. The Employer's investigation was conducted fairly and objectively.
5. The investigation produced substantial evidence or proof that the employee was guilty as charged.
6. The District applied its rules, orders and penalties without discrimination.
7. The degree of discipline administered in the particular case reasonably related to:
  - a. The seriousness of the employee's proven offense; and
  - b. The employee's record of District service.

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

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

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

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

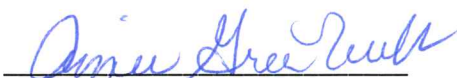
Section D When a tenured employee is being terminated, the Association will meet with the employee and notify the Employer of which alternative remedy of appeal will be pursued. The employee



may select either the tribunal process provided for by statute or the arbitration process provided for in this Agreement. If the employee selects the tribunal process, the employee will notify the state of intent to appeal and thus waive the contractual rights to arbitration under this Agreement. If the employee and the Association opt to use the grievance-arbitration procedure, the employee waives the right to a tribunal. If the employee opts to pursue a complaint using another agency, or in court, the Parties will move forward with the grievance but work collaboratively in regard to scheduling to limit the amount of duplicated effort and the possibility of inconsistent results until either the grievance or the complaint is resolved.

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

1. Theft of Employer's property,
2. Inappropriate and/or unlawful contact with a student,
3. Putting a student in serious jeopardy,
4. Immoral Conduct while on Employer property/duty hours,
5. Insubordination,
6. Fighting on Employer's property or during duty hours,
7. Failure to report an accident,
8. Willful or negligent damage of Employer's property,
9. Possession or use or being under the influence of narcotics, hallucinatory drugs or alcohol on duty/on Employer's property,
10. Carrying a deadly weapon in violation of the law,
11. Falsification of the Employer's records and reports,
12. Refusal to submit to a reasonable suspicion drug or alcohol test,
13. Violations of the Kentucky Professional Code of Ethics as pertaining to 16 KAR 1:020.
14. Use of any term designed to insult others on the basis of race, ethnicity, nationality, sexual orientation, or gender.



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## ARTICLE 11 – TEACHING LOAD AND DUTY HOURS

Section A The normal weekly teaching load in the senior high schools, middle schools, and special schools (except exceptional child education schools) will be no more than twenty-five (25) teaching periods or equivalent time, and five (5) preparation periods. If a school is structured so that it has more or less than six (6) periods in a school day, the teachers will be provided no less than fifty (50) consecutive minutes for planning. ~~Efforts to change to a block schedule will require a contract deviation of the faculty that denotes the “new” number of teaching periods/preps as well as any changes to the 150 maximum student roster limit.~~ A supervised study or lunch period or similar duty of equivalent time shall be considered a teaching period for which volunteers will be given priority. Student intervention/remediation for which lesson plans are not required shall not be considered a teaching period. Intervention/remediation time shall not be considered planning time.

Professional Learning Communities (PLC's) can be required no more than one (1) time per week during planning time. The development of PLC agendas will be a collaborative process between the members of the PLC and the building Principal/designee. The Educator Quality Oversight Committee (EQOC) shall make available for use by PLC's norms and guiding questions. If a Principal/designee elects to utilize teacher planning for the purpose of a PLC twice during a four (4) week period, then one (1) Faculty Meeting or other unpaid after school meeting will be cancelled during the second week in which the PLC agenda has been collaboratively developed by the members of the PLC and the building Principal/designee. Special Area teachers will be provided PLC opportunities with other Special Area teachers.

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

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

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

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

Section C Routine matters should be handled in such a way (written communications, announcements, etc.) as to permit optimum use of faculty meeting time for discussion, planning, and evaluation of the school's program. A written agenda with specificity shall be distributed by noon of the day before regularly scheduled faculty meetings. Absent a timely agenda, a faculty meeting will not occur. Faculty meetings shall begin no later than twenty (20) minutes after the student day. Faculty meetings may be used for professional development. Total faculty meetings time shall be no more than ninety (90) consecutive minutes on any given day and no more than five (5) hours total in a month. Mandatory meetings shall not be scheduled before and after school on the same day. A minimum of two (2) weeks notice will be provided for any before or after school meeting exceeding the one (1) hour per week meeting.



Section D Every reasonable effort will be made to schedule Open House as far in advance as possible. There will be no mandatory faculty meetings during the week that Open House is held. Attendance at all other meetings and all other duties beyond the Employee's normal duty hours shall be voluntary except for parent conferences which shall be scheduled when possible to take place within normal duty hours. Mandatory attendance at meetings, including ARCs, beyond the one (1) hour per week will be paid at the hourly rate of pay except for Open House and parent conferences.

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

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

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

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

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

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

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

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

Section J The Employer shall maintain a program to provide substitutes for teachers when they are absent. This provision shall not apply to providing substitutes for Social Workers, Reading and Math Resource Teachers, ~~Special Instructional Assistants~~, Speech and Hearing Impaired Teachers, Middle School and High School and special school Librarians, Elementary Exceptional Child Education Resource Teachers, Federal Program/Grant Award Teachers, and other such Employees.

When a teacher is not provided a substitute due to lack of availability, following approval of the Substitute Teacher Center, volunteers will be sought to provide coverage of classes. Employees will provide coverage only during planning time and will complete their planning time ~~outside their normal contract work day. Missed planning is not required to be made up at their work location. Teachers will be compensated for missed planning time at the end of the same school day at the work site. Employees shall be paid~~ their hourly rate ~~for the extra assigned duties.~~ Employees covering during their planning time will be paid for making up the full amount of the planning time that they lost (i.e., covering

a 50 minute class will result in payment for 50 minutes of made-up planning time; covering a 90-minute class will result in payment for 90 minutes of made-up planning time; etc.).

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

Section L Every reasonable effort will be made to reduce paperwork and digital documentation that exceeds that which is mandated by local, state, or federal law.

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

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

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

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

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

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

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



Aimee Green-Webb, Ph.D.  
Chief of Human Resources  
Chief Negotiator



Brent McKim, President  
Jefferson County Teachers Association  
Chief Negotiator



DeeAnn Flaherty, Executive Director  
Jefferson County Teachers Association  
Negotiator



## ARTICLE 12 – CLASS SIZE

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

1. Range of pupil age and achievement levels;
2. Pupil enrollment in achievement levels and courses;
3. Exceptionality of pupils enrolled in regular classes;
4. Number of available usable pupil stations;
5. Appropriateness of the facility to the curriculum and methods of instruction to be used;
6. Availability of equipment for adequate teaching demonstration and pupil use;
7. Conditions which affect the health, safety and supervision of pupils;
8. Other professional and paraprofessional staff and technology;
9. Financial resources of the District; and
10. Law and regulations.

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

1. Elementary Schools

Primary	- 24
Grade 4	- 28
Grade 5	- 29

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

2. Middle Schools

Grade 6	- 29 (150 <del>daily-load</del> maximum student roster limit)
Grade 7/8	- 31 (150 <del>daily-load</del> maximum student roster limit)
Physical Education	- 50

Exceptions – Choral and Instrumental Music

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

3. High Schools

Maximum ~~Daily-Load~~ Student Roster Limit -150

Individual	- 31 ( <del>daily load</del> )
Classroom Setting	- 31 (non-CTE or CTE)
Career Technical Courses	- 27 (courses with small equipment, robotics, agriculture, engineering, etc.)
Career Technical Courses with Lab	- 20 (Rotational Classroom/Lab Settings: Trades, Culinary, Welding, Automotive)
*Capstone Nursing Course	- 15
Physical Education	- 50
Exceptions – Choral and Instrumental Music	

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

#### 4. Exceptional Child Education

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

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

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

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

DISABILITY AND CLASS PLAN	CASELOAD	TOTAL GRADE RANGE	MAX. NO PER PERIOD	GRADE RANGE PER PERIOD
<u>Visually Impaired</u>				
Special Class	10	Grade Range of Assigned School	NA	NA
Resource Room	10	Grade Range of Assigned School	8	4 grades
Itinerant	10	K-12	8	4 grades
<u>Hearing Impaired</u>				
Special Class	6	Grade Range of Assigned School	NA	NA
Resource Room	8	Grade Range of Assigned School	8	4 grades
Itinerant	10	K-12	8	4 grades
<u>Physical Disability and Other Health Impaired</u>				
Special Class	16	Grade Range of Assigned School	NA	NA
Resource Class	20	Grade Range of Assigned School	10	6 grades
<u>Speech-Language</u>	65	NA	NA	NA
<u>Emotional-</u>				

BehavioralDisability

Special Class	8	Grade Range of Assigned School	NA	NA
Resource Class	15	Grade Range of Assigned School	8	4 grades

Mental Disability –Mild Level

Special Class				
Primary – 6	15	Grade Range of Assigned School	NA	NA
Secondary 7 – 12	15	Grade Range of Assigned School	NA	NA

## Resource Class

Primary – 5	15	Grade Range of Assigned School	8	4 grades
Grade 6	15	Grade Range of Assigned School	10	4 grades
Secondary 7 – 12	20	Grade Range of Assigned School	10	4 grades

Moderate/Severe Disability

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

Specific LearningDisability

Special Class				
Primary – 6	10	Grade Range of Assigned School	NA	NA
Secondary 7 – 12	15	Grade Range of Assigned School	NA	NA

## Resource Class

Primary – 5	15	Grade Range of Assigned School	8	4 grades
Grade 6	15	Grade Range of Assigned School	10	4 grades
Secondary 7 – 12	20	Grade Range of Assigned School	10	4 grades

Multiple Disabilities

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

Home/Hospital

Special Area Teacher 12

Hospital Instruction 15

5. "Collaboration" means, for purposes of determining a class size, a teacher of exceptional children who works with children with disabilities in the regular classroom to provide specially designed instruction and related services. If a teacher of exceptional children provides services through the collaborative model, the maximum caseload shall not exceed twenty (20) children with disabilities for secondary, and fifteen (15) children with disabilities for primary. When using the Collaborative Teaching Model, the Special Education Teacher does not count as an additional teacher in the general education classroom for the purpose of increasing the number of students in a given class.
6. The teacher pupil ratio for on-site state agency school programs serving state agency children shall average no more than ten (10) students to one (1) teacher without a classroom aide and fifteen (15) students to one (1) teacher with a classroom aide. A classroom that exclusively serves students with the educational disabilities shall comply with teacher pupil ratios for ECE classrooms.

7. Children with disabilities that meet the definition of autism; deaf-blindness; developmental delay for ages six (6), seven (7) and eight (8); and traumatic brain injury shall be served in regular classes, special classes, or resource classes as determined by the ARC.
8. If caseload for special classes or class size for resource classes exceeds the maximum specified in this section for thirty (30) days, a LEA shall submit a waiver request to the Kentucky Department of Education.

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

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

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

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


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

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

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



Aimee Green-Webb, Ph.D.  
Chief of Human Resources  
Chief Negotiator



Brent McKim, President  
Jefferson County Teachers Association  
Chief Negotiator



DeeAnn Flaherty, Executive Director  
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Negotiator



## ARTICLE 26 – LEAVES OF ABSENCE

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

### Section A Sick Leave

1. Sick leave with pay shall be granted to an employee if the employee presents a personal affidavit or a certificate of a reputable physician stating that the employee or a member of the employee's "immediate family" was ill on the day or days absent and providing the employee has not exhausted current or accumulated sick leave credit. Sick leave may be granted in full or half day increments. Half day is defined as three and one half (3.5) hours from the start or end of the employee's workday. Use of a half sick day may only be used in conjunction with a half day present.
2. All employees shall be credited with ten (10) days sick leave per school year.
3. Sick leave will be credited on the initial day of employment and shall accumulate without limitation. ~~All sick leave granted under this section shall be in units of full days.~~
4. Employees may not engage in any gainful employment while on sick leave except as allowed under the Family Medical Leave Act.
5. If an employee uses all accumulated sick leave and is still unable to return to assigned duties, the employee shall apply for and be placed on unpaid medical leave of absence in accordance with Section B 2 of this article. An employee need not exhaust all sick leave credit in order to exercise the option of requesting to be placed on unpaid medical leave of absence.
6. All provisions herein shall apply to pregnancy related matters.
7. A sick leave bank shall be established into which employees may voluntarily contribute one (1) day from their accumulated sick leave. Only voluntary contributors shall qualify for use of leave in the bank according to standards consistent with those applying to use of regular sick leave. A three (3) person committee composed of employees selected by the Association shall be responsible for approving use of sick leave in the bank by employees who have exhausted their leave. The parties further agree that bargaining unit members shall not be permitted to contribute sick leave days to any employee of another bargaining unit.

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

### Section B Medical Leave

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

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

#### Section C     Emergency Leave

For the purpose of the section "emergency" shall mean a sudden unexpected happening; an unforeseen occasion or condition; a sudden or unexpected occasion for action.

1. Legitimate reasons for granting emergency leave with pay shall include:

- a.     Death or funeral of relative by blood or marriage (specify relationship)
- b.     Emergency situations resulting from natural disasters; i.e., tornado, flood (specify exact reason)
- c.     Such other reasons of emergency or extraordinary nature as approved by the Superintendent's designee. (Letter of explanation required.)

2.     All employees shall be credited with two (2) days of emergency leave per year. Emergency leave will be credited on the initial day of employment and will not accumulate from year to year. All emergency leave granted under this section will be granted in units of full days.

#### Section D     Personal Leave

1. All employees shall be credited with three (3) days of personal leave per year. The use of these days shall be at the employee's discretion. Unused personal leave shall accumulate as sick leave.

2.     Personal leave will be granted upon request to employees who give prior notice to the principal or immediate supervisor by noon of the preceding day.

3.     Personal leave days will not be granted for the last five (5) days of the school term (student attendance days) except for the purpose of attending graduation ceremonies for the employee, their spouse, children, step-children, foster children, or grandchildren. A principal/administrator or designee may approve personal leave during the last five (5) days for the purpose of attending graduation ceremonies for other extended relatives by blood or marriage when sufficient proof of the relationship and event is provided.

4.     The principal or immediate supervisor may deny personal leave if the total requests exceed 10% of the teaching staff for any one day.

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

#### Section E Adoption/Child Rearing Leave

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

#### Section F Professional Leave

1. The Employer shall budget and establish a bank of four hundred (400) Professional Leave days.

2. The use of seventy-five (75) of the four hundred (400) Professional Leave days shall be used solely at the discretion and direction of the JCTA President, but exclusively for professional development/training of employees.

3. Bargaining unit members wishing to use paid Professional Leave shall make application on the appropriate form which shall be mutually agreed upon by the parties.

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

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

#### Section G Educational Leave

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

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

#### Section H Military Leave

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

#### Section I Political Activity Leave

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

#### Section J Jury Duty Leave

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

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

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

#### Section K Association President and Vice-President Leave

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

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

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

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

#### Section L Association Leave

The Employer shall grant the Association an annual maximum of two hundred seventy five (275) days. The Association shall request use of the days as needed at least five (5) days in advance, except



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

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

#### Section M     Resumption of Benefits Following Leave

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

#### Section N     Length of Consecutive Leaves of Absence

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

#### Section O     Court Appearance Leave

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

#### Section P     Notarizing Leave Affidavits

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

#### Section Q     "Substitute Status"

An employee who qualifies for professional leave or child rearing leave may instead choose to go to "substitute status". In this status an employee may serve as a substitute teacher assigned through the Substitute Teacher Center office. An employee in this status has the same rights and benefits, including representation, of a substitute teacher. If an employee wishes to return to employee status, the

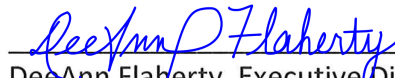
employee has the same rights to return to service as an employee on the above referenced leave of absence.



Aimee Green-Webb, Ph.D.  
Chief of Human Resources  
Chief Negotiator



Brent McKim, President  
Jefferson County Teachers Association  
Chief Negotiator



DeeAnn Flaherty, Executive Director  
Jefferson County Teachers Association  
Negotiator

## ARTICLE 27 – COMPENSATION SCHEDULES

### Section A Salary Schedule

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

The Teacher Salary Schedule will be increased by 5% effective July 1, 2023. ~~.5% effective July 1, 2019.~~

The Salary Schedule for subsequent years will be negotiated by the Employer and the Association prior to the beginning of the 2024-2025 ~~2020-21~~ fiscal year. ~~The Salary Schedule for the 2025-26 school year will be negotiated by the Employer and the Association prior to the beginning of the 2025-26 school year.~~

1. The increment for earned doctorate (Rank I +) in subject fields or areas approved by the State Board of Education for certification purposes.
2. Employees paid on these schedules shall be paid on a 26-pay check plan. Employees shall ~~retain their right to~~ receive all summer ~~escrow~~ paychecks ~~at the beginning of summer break, on the same pay date at the end of the school year based on the employee's working calendar assignment.~~
3. One check per payroll period will be generated to include all monies due, including but not limited to, regular compensation, ESS, parent/teacher conference day, coaching, opening day, etc. Individual items will be listed/defined on the pay stub/direct deposit advice.
4. Job Family III salary schedule includes teachers and other non-managerial, professional employees who work directly with students.
5. Direct deposit to one account will be mandatory for all employees. The credit union will remain as a payroll deduction.

### Section B<sup>11</sup> Insurance Benefits

1. Employee Health and Hospitalization insurance provided for by the Commonwealth of Kentucky Employee Health Plan.
2. \$20,000 term life insurance – when full premium paid by state.
3. Term life insurance equal to pay on the Teachers Salary Schedule, with maximum payment of \$50,000 – full premium paid by Employer.
4. Workers compensation insurance – full premium paid by Employer.
5. Long term disability income protection insurance – full premium paid by Employer.
6. Unemployment compensation insurance – full premium paid by Employer.

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<sup>11</sup> For regular full-time teachers working on limited or continuing contracts and other full-time employees.

## Section C<sup>2</sup> Sick Leave Payout Upon Retirement from Jefferson County Public Schools

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

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

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

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

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

## Section E Extra Service Pay Schedule 2018-19

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

1. High School Athletics [SEE ATTACHED TABLE]
2. Other Activities H.S. & YPAS [SEE ATTACHED TABLE]
3. Middle School Athletics [SEE ATTACHED TABLE]
4. Elementary School Athletics [SEE ATTACHED TABLE]
5. School Funded Sport/Support [SEE ATTACHED TABLE]
6. Extra Service Rates [SEE ATTACHED TABLE]
7. Department Head (Middle and Senior High Schools) 2 or more teachers in department - \$125 per teacher.
8. Extra Service Pay Schedule increments are paid only for services actually rendered.
9. 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.
10. Elementary Team Leaders - \$125 per teacher on team or grade group.

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

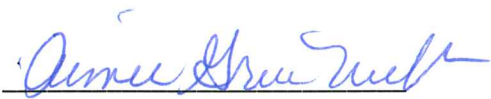


11. The following activities will be paid at the tutoring rate of \$15.00 per hour:

- a. Aiding students in the completion of homework assignments given in class and completing students' notes;
- b. Supervising study time;
- c. Providing classroom and resources for project completion (i.e., supervision of science lab);
- d. Making up classroom activities missed because of absentees;
- e. Computer Curriculum Corporation (CCC);
- f. Study skills program;
- g. Tutoring centers;
- h. Supervising National Honor student volunteers in peer tutoring;
- i. Supervising students in computer lab;
- j. One on one; and
- k. Supervising students completing long term projects.
- l. Student supervision for high school activities related to career pathways. The pathway addressed must be Kentucky Department of Education approved as recognized by Technical Education Database System (TEDS)

#### Section F

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




Aimee Green-Webb, Ph.D.  
Chief of Human Resources  
Chief Negotiator



Brent McKim, President  
Jefferson County Teachers Association  
Chief Negotiator



  
DeeAnn Flaherty, Executive Director  
Jefferson County Teachers Association  
Negotiator

## ARTICLE 33– Mental Health Practitioners (MHPs)

### Section A

1. The provisions included in this article will take precedence over any other provisions found in the Agreement addressing the same or similar issues.
2. The following articles include MHPs as employees covered by Article 3 Recognition:
  - Articles 1-5, 7-10, 13-14, 16-22, 26-29, 33-38
3. The following articles do not apply to MHPs:
  - Article 6 Academic Freedom
  - Article 11 Teaching Load and Duty Hours
  - Article 12 Class Size
  - Article 15 Assignment
  - Article 23 Team Leaders, Department Heads, and Grade Group Chairpersons
  - Article 24 Librarians
  - Article 25 Exceptional Child Education
  - Article 30 Certified Early Childhood Teachers/Early Childhood Instructional Coaches
  - Article 31 Job Sharing
  - Article 32 Speech & Language Pathologists

### Section B

1. The normal duty hours of MHPs shall be 7 hours per day which includes a 20-minute duty free lunch.
2. MHPs shall serve as a provider for counseling as a related service for students with special needs when appropriate after having the opportunity to participate in the Admission & Release Committee (ARC) meeting.
3. MHPs shall attend one monthly mental health practitioner training.
4. MHPs shall maintain a calendar and daily schedule to be shared with their assigned school administrator(s). The MHP's schedule includes opportunities for planning, scheduling individual and group services, parent communication, logging and documenting services, and other items related to the delivery of services to students and families.
5. MHPs shall maintain appropriate documentation of counseling sessions. Where applicable and appropriate, an MHPs notes/documentation may be used for purposes of Medicaid reimbursement.
6. MHPs shall serve as an active member of the district crisis team for which training will be provided.

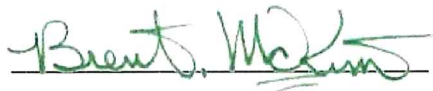
### Section C

1. All MHPs shall be provided access to technology for documenting counseling services and completing other forms, logs, and other items as required.

2. The employer shall provide space that maintains confidentiality for MHPs to work with students individually and in groups.
3. MHPs shall attend faculty meetings at their assigned school(s). MHPs shall attend faculty meetings at the school where they end their day. If an MHP serves more than one school, the assigned school administrators may, in consultation with the MHP, agree to an alternate arrangement to allow participation at each school.
4. Substitutes will not be provided for MHPs.
5. The transfer of MHPs shall follow the guidelines and timeline outlined in Article 16.



Aimee Green-Webb, Ph.D.  
Chief of Human Resources  
Chief Negotiator



Brent McKim, President  
Jefferson County Teachers Association  
Chief Negotiator



DeeAnn Flaherty, Executive Director  
Jefferson County Teachers Association  
Negotiator

## ARTICLE ~~33~~ 34 – 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

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 enhanced support schools:

Any school identified as 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 enhanced support designation.

Active 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 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 5<sup>th</sup> 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 on-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.

### Section B

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 **paid quarterly** on the payment schedule noted below:

- 1st Stipend - paid on 2<sup>nd</sup> pay date in October and the teacher must be assigned to the enhanced support school **and in active status since from** the first student day through 1<sup>st</sup> pay date in October



- 2nd Stipend - paid on 1<sup>st</sup> pay date in December and the teacher must be assigned to the enhanced support school **and in active status** by the 1<sup>st</sup> pay date in October through last pay date in November .
- 3rd Stipend - paid on 2<sup>nd</sup> pay date in March and the teacher must be assigned to the enhanced support school **and in active status** by the 1<sup>st</sup> student day after December 31<sup>st</sup> through 1<sup>st</sup> pay date in March .
- 4th Stipend - paid on last regular paycheck in June and the teacher must be assigned to the enhanced support school **and in active status** by the 1<sup>st</sup> pay date in March through the last contract workday in the fiscal year .

The initial **annual** 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 **continuous** year of service an employee has in an enhanced support school up to their twentieth (20<sup>th</sup>) year. Years twenty-one (21) through twenty-four (24) will remain at the level of the twentieth (20<sup>th</sup>) 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.

Teachers who travel to multiple schools must spend half or more of their work time at enhanced support schools to be eligible for the full amount of the above stipend. No partial stipend will be paid to those who spend less than half of their work time at an enhanced support school.

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 **based on the assignment dates in the quarterly payment schedule**. 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 school receiving enhanced support who obtain National Board Certification and teach at 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 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 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. 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.

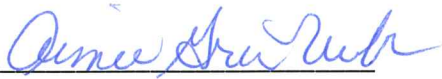
#### Section E

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

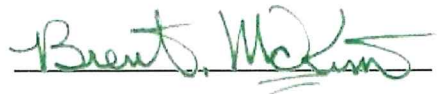
#### Section F

The Association and the Employer agree that improvement of enhanced support schools is of critical importance and that the Superintendent, in consultation with school principals, may transfer

a teacher from an enhanced support school to another school for good cause and to address educational needs.



Aimee Green-Webb, Ph.D.  
Chief of Human Resources  
Chief Negotiator



Brent McKim, President  
Jefferson County Teachers Association  
Chief Negotiator



DeeAnn Flaherty, Executive Director  
Jefferson County Teachers Association  
Negotiator



## ARTICLE 34 35 – NEGOTIATION OF A SUCCESSOR AGREEMENT

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

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

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

Should the negotiations between the parties fail to produce an agreement, the parties mutually agree to enter into mediation. The parties mutually agree to begin mediation no later than the third week after bargaining begins. The parties further agree to use a mutually agreed upon mediator. The mediation sessions shall take place at the mutually agreed to site. The length of the mediation sessions shall be determined by the parties. All communications at the mediation session will remain confidential. The mediator will serve solely as a facilitator to help the Parties reach an agreement. The mediator shall not serve as the fact finder or arbitrator discussed below.

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

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

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

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

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



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



Aimee Green-Webb, Ph.D.  
Chief of Human Resources  
Chief Negotiator



Brent McKim, President  
Jefferson County Teachers Association  
Chief Negotiator



DeeAnn Flaherty, Executive Director  
Jefferson County Teachers Association  
Negotiator

## ARTICLE ~~35~~ 36 – PRINTING THE AGREEMENT

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

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

Upon request by the Association, the Employer will provide additional copies of the Agreement. ~~All costs associated with printing shall be shared equally by the employer and the association. of additional copies will be reimbursed by the Association.~~



Aimee Green-Webb, Ph.D.  
Chief of Human Resources  
Chief Negotiator



Brent McKim, President  
Jefferson County Teachers Association  
Chief Negotiator



DeeAnn Flaherty, Executive Director  
Jefferson County Teachers Association  
Negotiator

ARTICLE ~~36~~ 37 – SAVINGS CLAUSE

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



Aimee Green-Webb, Ph.D.  
Chief of Human Resources  
Chief Negotiator

Brent McKim, President  
Jefferson County Teachers Association  
Chief Negotiator



DeeAnn Flaherty, Executive Director  
Jefferson County Teachers Association  
Negotiator

## ARTICLE ~~37~~ 38– DURATION

Section A This Agreement shall remain in full force and effect from July 1, 2018 through June 30, ~~2023–2026~~ with the exception of Article 27, Compensation Schedules, which will be reopened for negotiations for the ~~2020-21~~ 2024-2025 school year and ~~2025-2026 school each subsequent~~ year unless bargained otherwise.

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

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

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

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

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Diane L. Porter  
Chairperson

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Martin A. Pollio, Ph.D.  
Superintendent

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Aimee Green-Webb, Ph.D.  
Chief of Human Resources  
Chief Negotiator

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Brent McKim, President  
Jefferson County Teachers Association  
Chief Negotiator

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DeeAnn Flaherty, Executive Director  
Jefferson County Teachers Association  
Negotiator



MEMORANDUM OF UNDERSTANDING  
by and between the  
Jefferson County Board of Education (hereinafter, JCBE) and the  
Jefferson County Teachers Association (hereinafter, JCTA)

The parties hereby agree to the following understanding of the implementation of the negotiated agreement:

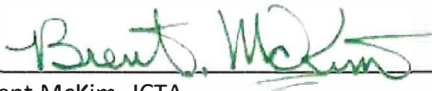
1. PLC and Meeting Concerns: TLAC will review issues, challenges, and opportunities identified by Association members regarding the frequency and length of "walk-through" observations, during-the-day and after-school mandated meetings, and required work/documentation resulting from required meetings, and will develop recommendations for implementation by the superintendent.
2. Consistent with Article 11 of the JCBE-JCTA labor agreement, which states, "PLC's will follow norms and guiding questions mutually agreed upon by the Educator Quality Oversight Committee (EQOC)," TLAC will discuss issues identified by Association members regarding the frequency and operation of Professional Learning Communities and will develop recommendations for addressing these issues.
3. Discussion of Other Issues: The parties agree to continue discussion of issues of interest to either party for potential inclusion in a future memorandum of agreement, including, but not limited to issues identified by ECE teachers, ESL teachers, Early Childhood teachers, BIPOC teachers, Mental Health Practitioners, and teachers in state agency and special area schools.
4. The parties agree to the attached revision to the 2022-23 district staff deployment Memorandum of Understanding.
5. This specific understanding is recognized as being of no precedent, shall not be construed in any way to be precedent, nor used to substantiate any present or future claim by any party to rights by past practice.



O'Dell Henderson, JCBE



Date



Brent McKim, JCTA

7 November 2022

Date



DeeAnn Flaherty, JCTA



Date

## MEMORANDUM OF UNDERSTANDING

by and between the  
Jefferson County Board of Education (hereinafter JCBE) and  
the Jefferson County Teachers Association (hereinafter JCTA)

The parties hereby agree to the following understanding regarding the implementation of Article XVI - Transfer, Section E for the 2022-2023 school year.

1. Article XVI - Transfer, Section E reads, "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";
2. The parties agree that the Superintendent will utilize this process for positions of and akin to District Resource Teachers, Instructional Leads, and Instructional Coaches working at the District level (hereinafter District Resource Teachers) to serve as the teacher of record in schools experiencing a classroom vacancy for an extended period-of-time (unfilled for more than two weeks). These employees will only be required to serve as the teacher of record for a total of twelve (12) weeks for the 2022-2023 school year.
3. District Resource Teachers will be deployed to schools based on seniority ~~and the certification required to teach in the vacant classroom position~~. Once a teacher reaches their twelve (12)-week limit, they will no longer be deployed to teach in a classroom. ~~If District Resource Teachers are deployed to a position outside of their certification areas, the deployed teachers will not be expected to create lesson plans for classes outside their certification areas.~~
4. While in the teacher of record assignment, a District Resource Teacher will not be required to perform the duties associated with their District assigned position. These duties will be placed on hold until the District Resource Teacher returns to their District assignment. The Employer will make every effort to avoid depleting an entire District department of District Resource Teachers.
5. While in the teacher of record position, the District Resource Teacher will be afforded and held to all provisions of the contract related to the performance of teacher of record duties.
6. To the extent permissible under the law, school-based non-teacher of record employees will be utilized prior to the deployment of District Resource Teachers. ~~These school-based teachers may be utilized to fill positions outside of their certification area.~~
7. This specific understanding is recognized as being of no precedent, shall not be construed in any way to be precedent, nor used to substantiate any present or future claim by any party to rights by past practice.