$\quad$ Memoranda of Understanding
Between
The Jefferson County Board of Education
And
Jefferson County Teachers Association

The parties to this agreement are the Jefferson County Board of Education (hereinafter, JCBE) and the Jefferson County Teachers Association (hereinafter, JCTA). The JCBE and JCTA negotiation teams hereby tentatively agree, subject to JCBE approval and ratification by the JCTA membership to the following:

1. Collective bargaining Agreement (CBA) language changes in Articles $4,11,12,16,22,26$, and 27. See attached articles with noted changes.
2. During the 2024-2025 school year, the JCBE and JCTA agree to review the ECE teacher and related positions and working conditions, ensuring continued alignment with federal and state requirements for the education of students with disabilities.
3. Include in the CBA at the next possible time any future paid leaves of absence (for which the JCTA members are eligible) adopted by the JCBE.
4. All salary schedules in FY25 (2024-2025) are guaranteed a $2 \%$ pay increase. Subsequently, in FY26 (2025-2026) all salary schedules are guaranteed a $3 \%$ pay increase.

Corey Shall
Chairperson, JCBE

Dr. Marty Folio


Or. Stephanie White
Director Labor Management Employee Relations, JCBE


Brent McKim

$$
m
$$

President, JCTA


Executive Director, JCTA

Date

Date


## 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 Supenintendent 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 numbers)

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)-Collaborative District Leadership Team (CDLT), 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 TLAE CDLT 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 FLAC CDLT meetings.

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


Stephanie White, PhD.
Director Labor Management Employee Relations Negotiator


## 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 (PLCs) 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. A committee appointed half by the superintendent and half by the JCTA president 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, ECE Implementation Coaches, 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, 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, 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, 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 their hourly rate. 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



Stephanie White, PhD. Director Labor Management Employee Relations 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 (All classes based on the teacher's permanent roster in Infinite Campus)

| Primary | -24 |
| :--- | :--- |
| Grade 4 | -28 |
| Grade 5 | -29 |

## General Music will follow the-class sizes identified above. Physical Education, Choral and Instrumental Music

 elasses are exempt from the class size limitations listed above.2. Middle Schools

| Grade 6 | - 29 (150 maximum student roster limit) |
| :---: | :---: |
| Grade 7/8 | - 31 (150 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 Student Roster Limit
Individual
Classroom Setting

Career Technical Courses
(courses with small equipment, robotics,
agriculture, engineering, etc.)
CTE)
Career Technical Courses with Lab
(Rotational Classroom/Lab Settings: Trades,
Culinary, Welding, Automotive)
(non-CTE or
Capstone Nursing Course
Physical Education

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 | CASELOAD TOTAL | MAX. NO | GRADE |
| :---: | :---: | :---: | :---: |
| AND CLASS | GRADE P | PER PERIOD | RANGE |
| PLAN |  | , . | PER |
|  |  |  | PERIOD |
| Visually Impaired |  |  |  |
| Special Class | 10 Grade Range of Assigned School | 1 NANA |  |
| Resource Room | 10 Grade Range of Assigned School | ) 8 | 4 grades |
| Itinerant | $10 \mathrm{~K}-12$ | 8 | 4 grades |
| Hearing Impaired |  |  |  |
| Special Class | 6 Grade Range of Assigned School | I NA | NA |
| Resource Room | 8 Grade Range of Assigned School | - 8 | 4 grades |
| Itinerant | $10 \mathrm{~K}-12$ | 8 | 4 grades |

Physical Disability
and Other Health
Impaired
Special Class 16 Grade Range of Assigned School NA NA
Resource Class 20 Grade Range of Assigned School $10 \quad 6$ grades
Speech-Language 65 NA
NA NA

| Emotional- |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Behavioral |  |  |  |  |
| Disability |  |  |  |  |
| Special Class | 8 Grad | Range of Assigned School |  | 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 |  | 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 Learning |  |  |  |  |
| Disability |  |  |  |  |
| 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 Teac | cher 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 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
```



Director Labor Management Employee Relations Negotiator


## Section A General Procedures

1. Beginning March 1 the Employer will begin posting internally known vacancies for the coming school year using the current job advertisement system. The postings will be accessible to internal teacher candidates for 7 calendar days. Teachers wishing to transfer to the position at the location must electronically submit an application through the District's job application system in order to be considered.
2. Teachers must meet certification requirements at the time of application and their teaching credentials must remain valid through the coming school year. Educators must have successfully completed their certification renewal prior to applying for transfers for positions for which they are certified, and their current certification must remain in effect for the coming school year. Failure to do so will result in the educator being ineligible for the transfer process until said certification renewal has been completed.
3. In the event that fewer than four teachers apply for a transfer for the position, the school will feceive the names of external-candidates to allow for between four (4) and-eight (8) interviews per position.
4. June $23^{\text {rd }}$ marks the end of the transfer process for the coming school year. Positions posted after June $23^{\text {rd }}$ will be filled by external candidates only. Internal candidates may still apply for said positions, but will not be considered to fill the position until the following February at which time the teacher transfer selection committee will re-interview the external candidate hired for the position and the internal candidates who applied for the position per the process outlined in the agreement. The successful candidate from the February interview will assume the position at the start of the subsequent school year.
5. Any Employee designated as overstaff indicates their preference for a transfer by applying to the posted positions.
6. Any Employee who is returning from leave of absence for which a specific position is not being reserved shall be notified by the Employer of the need to apply for positions of interest.
7. A transferred Employee will be assured an assignment for which they applied, were recommended, and accepted a transfer for one year unless there are changes in the classroom configuration, student enrollment, or teacher allocations at the school center in which case, Article 15 Assignment shall be implemented.
8. The processing of an accepted transfer removes an Employee from any other school's applicant pool for consideration.
9. Transfers will be granted and vacancies staffed from the applicant pool according to the needs of the educational program, certification, seniority, employee preference, state laws and court orders.
10. An Employee requesting a transfer must accept the transfer when offered unless the Employee has previously notified in writing the appropriate administrator in Personnel Services of a desire to withdraw the request. Declining an interview for a transfer or declining an offer for a transfer will remove the teacher from consideration of transfers at non-Accelerated Improvement Schools.
11. The Association can access the list of job posting through the public JCPS Employment website. A listing of qualified candidates for posted positions will be provided to JCTA in seniority order.
12. Every reasonable effort will be made to determine programs, including federal programs, and identify the locations to which they are assigned as early as practicable so that Employees may take this information into account as they exercise their transfer rights.
13. A voluntary transfer is not available to a teacher on intensive support evaluation.
14. As an incentive to notify the District of an intent to retire at the end of a school year, teachers who on or before January 30th submit their intent to retire beginning June 1st, July 1st, or August 1st of the same year will receive a $\$ 500$ payment included in their last paycheck from JCPS as long as they retire on the date indicated on the intent form. No other retirement dates will be afforded this opportunity.

## Section B Teacher Transfer Selection

1. By March $1^{\text {st }}$ of each school year, bargaining unit members shall elect by secret ballot three (3) representatives to serve with the Principal on the Teacher Transfer Selection Committee with the three (3) candidates receiving the most votes being elected to the committee and the three (3) candidates with the next most votes being elected as alternates. The election of this Committee shall be conducted by the JCTA Professional Representative and the Principal at a duly-called faculty meeting.

An alternative voting process, such as separate elections for designated seats of "rank choice voting," may be utilized if a simple majority of those eligible to vote in the teacher transfer selection committee election vote to utilize an alternative process. A complete description of the alternative process must be provided in writing to all individuals eligible to vote at least one week prior to the vote to utilize the alternative process and shall clearly indicate the duration of time for which the new process shall be used (such as a number of years or until otherwise changed by majority vote of those eligible to vote).
2. The Teacher Transfer Selection Committee shall receive from Personnel Services the names of the eight (8) most senior teachers requesting a transfer and agreeing to interview at that school. If the percentage of students of color in the school is greater than $80 \%$ or if the percentage of teachers of color in the school is below the district average, up to three (3) additional teachers of color with the greatest seniority requesting to transfer to the school may be considered. The Committee shall interview up to eight (8) teachers seeking the transfer and based on those interviews shall select, by majority vote, the teacher to be offered the transfer. The Committee shall interview each teacher on the list provided by Personnel Services in seniority order until the Committee offers the transfer to an interviewed teacher. Should the teacher offered the transfer decline, the Committee may resume interviews and may offer the position to one of the remaining interviewed applicants. The Teacher Transfer Selection Committee shall comply with all applicable state and federal statutes in their selection process.
3. If there are fewer than four (4) employees seeking transfer to a particular position, the Employer may open the job posting to external candidates so that they may interview as many candidates, including new hires, for employment as needed to allow for at least four (4) interviews. The' Employer may also interview involuntary transfer candidates not on the school's list, but in no case shall the total number of interviews exceed eight (8). If there are still not four (4) candidates after the external posting, the position will be reopened for internal candidates and the rules for internal and external posting will resume upon the second internal posting. The process will stop when four
candidates are available either through overstaff, internal or external posting OR after the second round of internal posting if there is at least one internal candidate.
4. A teacher declining an interview or a transfer offer from their application choices will have their name removed from consideration of transfers at non-Accelerated Improvement Schools unless the Employee has previously notified in writing the appropriate administrator in Personnel Services of a desire to withdraw the request.
5. The Employer reserves the right, in compliance with the JCBE/JCTA Agreement, to veto the Teacher Transfer Selection Committee's decision should there be certified staff under contract that would remain surplus if not assigned.
6. Schools utilizing the Teacher Transfer Selection process will have from March $8^{\text {th }}$ of the current school year until February 28th of the following school year to make their selections in accordance with the above procedures.
7. Beginning June $1^{\text {st }}$, overstaffed teachers will be placed from the overstaff list according to the needs of the educational program, certification, seniority, employee preference, state laws, and court orders. Upon placement of all overstaffed employees, the Employer will notify the Association.
8. Vacancies that occur from June $8^{\text {th }}$ through June $23^{\text {rd }}$ will be posted for internal and external candidates for no less than 4 days. Vacancies filled during this time will be filled only by internal transfer candidates, unless no internal candidates apply, in which case external candidates may be interviewed and hired for the positions.
9. To allow ample time for existing teachers to plan for the coming school year, the teacher transfer process will end on June $23^{\text {rd }}$. Remaining vacancies will be filled by new hires after posting vacant positions on the job list. Positions posted after June $23^{\text {rd }}$ will be filled by external candidates only. Internal candidates may still apply for said positions, but will not be considered to fill the position until the following February at which time the teacher transfer selection committee will re-interview the external candidate hired for the position and the internal candidates who applied for the position per the process outlined in the agreement. The successful candidate from the February interview will assume the position at the start of the subsequent school year.

## Section C Transfers Resulting from Overstaff

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

## Section D Transfer of Special Area Teachers

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

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

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

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

## Section E

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

## Section $F$

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

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

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


Stephanie White, Ph.D.
Director Labor Management Employee Relations
Negotiator


## ARTICLE 22 - SCHOOL CALENDAR

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

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

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

Section D The School Calendar shall provide:
For the 2018-2019-Scheol year, there will be 187 paid days, which will include:

4 paid holidays
4 in-service days of which at least three (3) will be flexible in service days
ZGold Days
1 opening day
1 closing day
For the 2019-2020-School year and beyond, there will be 187 paid days, which will include:

```
4 \text { paid helidays}
4 \text { in-service days of which at least two (2) will be flexible in-service days}
ZGold Days
1openingday
1-closing day
```

For the 2024-2025 school year and beyond, there will be 187 paid days, which will include: 4 paid holidays
3 in-service days of which at least two (2) will be flexible in-service days
2 Gold Days (half of each Gold Day employees earn 3 hours PD credit)
1 opening day
1 closing day

One-half $(1 / 2)$ of the opening and closing days shall be used solely for the purpose of the employees opening and closing their assigned areas.
Half of each Gold Day at all grade levels shall be reserved for grade group, team, or department meetings for purposes such as analyzing student work, reviewing portfolio inventories, designing assessments, developing graphic organizers and other instructional tools, developing unit assessments, and using Core Curriculum Guides for grade group, team or department planning and lesson development, disaggregating and/or monitoring student data and developing strategies to address the key findings, and formulating grade group, team or department plans for applying lessons from the school's professional development sessions.

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

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

General Election day will be designated as a non-work day for employees in the adopted School Calendar.
When the start of the student school day is delayed by two or more hours, teachers will operate on a delay of one hour less than the delay for students.

Aimee Green-Webb, PhD.
Chief of Human Resources
Chief Negotiator


Stephanie White, PhD.
Director Labor Management Employee Relations
Negotiator


Deann Flaherty, Executive Director Jefferson County Teachers Association
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 ${ }^{11}$ 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 as long as the teacher has one and one half (1.5) sick days available. Once the employee only has one (1) sick day available, they may not use a half sick day. 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. Teachers that do not have a full sick day remaining, will be docked for a full day for an absence due to illness regardless of whether or not they report to work.
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.
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.

[^0]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.

[^1]


Stephanie White, PhD.
Director Labor Management Employee Relations Negotiator

Qeetmi 07 laherty.
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, $20232 \%$ effective July 1, 2024.
The Teacher Salary Schedule will be increased by 3\% effective July 1, 2025.
The Salary Schedule for subsequent years will be negotiated by the Employer and the Association prior to the beginning of the 2024-2025 2026-2027 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 2025-26school year.

1. The increment for earned doctorate (RankI + ) in subject fields or areas approved by the State Board of Education for certification purposes. Doctorate degrees earned outside the teaching or education area are subject to the doctorate daily rate stipend.
2. Employees paid on these schedules shall be paid on a 26 -pay check plan. Employees shall receive all summer escrow paychecks 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 ${ }^{2}$ 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.

## Section C ${ }^{2}$ Sick Leave Payout Upon Retirement from Jefferson County Public Schools

[^2]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 ( $30^{\text {th }}$ ) 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, 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 201819 2024-2025

$1.0=.1088 \times$ 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.
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.
I. 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.

Table C will include the following addition:
Other Extra Service Duties (non-certified work)..........\$12.50
The Tutoring rate (currently $\$ 15.00$ per hour) and the Other Extra Service Duties (non-certified work) will be tied to salary schedule increases beginning with the 2026-2027 school year.

Aimee Green-Webb, PhD.
Chief of Human Resources


Director Labor Management Employee Relations
Negotiator


Brent McKim, President Jefferson County Teachers Association Chief Negotiator


DeeAnn Flaherty, Executive Director Jefferson County Teachers Association Negotiator


[^0]:    1 "Immediate Family" means the Employee's spouse, child(ren), including step-child(ren), parent(s), spouse's parent(s) without reference to the location of said relative.

[^1]:    Aimee Green-Webb, Ph.D.
    Chief of Human Resources
    Chief Negotiator

[^2]:    ${ }^{2}$ For regular full-time teachers working on limited or continuing contracts and other full-time employees.
    ${ }^{2}$ For regular full-time teachers working on limited or continuing contracts and other full-time employees.

