

JCBE – JCTA Agreement  
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Equal Opportunity/Affirmative Action Employer  
Offering Equal Educational Opportunities

## 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~~ .00175 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, *or upon mutual, written agreement by the Parties*, 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, *or a link to JCTA's online 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, *which the employee will sign in ink or in any manner that satisfies the Kentucky Uniform Electronic Transactions Act, Ky Rev. Stat. Ann. §§ 369.101-369.120*. 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~~, at least fifty (50) percent of the representatives including one (1) mutually agreed upon community member. 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.

*Section N The district shall provide the association at least 15 minutes to address all new teachers in attendance at all in person and virtual JCPS New Teacher Orientation events.*

## 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 by receiving a stipend of 700\$. This stipend will compensate the committee member for any work associated with this committee, including but not limited to, attending meetings. For committee members to receive the~~

~~stipend, the school/site must hold at least ten (10) meetings within the school year and submit the appropriate paperwork as evidence of said meetings (agenda, minutes, etc.)~~ Each site's CLT shall meet at least bimonthly 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.
10. *Reviewing Annual Teach Upbeat Survey data*

*The District will have District-based CLTs for the following role groups:*

- *District Based Employees*
- *Athletic Directors*
- *Itinerant Band, Orchestra and Choir*

*Elections for employee representatives to these CLTs will occur District-wide and be subject to the same required meeting cadences and compensation rates as School-based CLTs.*

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

Section 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 R Employees, except *ECE Implementation Coaches, Early Childhood, Diagnostic Center or ECE Special Program teachers* ~~Resource Teachers~~, shall not be required to chair ~~ARC's~~ *ARC meetings*.

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

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

Section U The Employer shall provide Safe Crisis Management training for any employee ~~requesting such training~~ *that is part of the school's student response team or by request of someone working within a specialized setting.*

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

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

Section 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.

## ARTICLE 6 – ACADEMIC FREEDOM

The Parties agree that academic freedom is an integral part of the attainment of education goals of the school system.

Section A The Parties agree that young people should be educated in the democratic tradition which fosters a recognition of individual freedom and social responsibility, inspires meaningful awareness of and the respect for the Constitutions and Laws and instills appreciation for the value of individual personality. It is recognized that these values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom is encouraged and enjoyed.

Section B In performing their teaching duties, employees shall strive to provide students opportunity to investigate all facets, sides, and/or opinions of and about any and all topics and materials introduced or presented including those which are or may be of a controversial nature. Such material presented to students must be relevant to the course and appropriate to the maturity level and intellectual ability of the students. Employees shall permit the expression of the views and opinions of others and encourage each to form individual views and opinions through such procedures. Employees shall at all times strive to promote tolerance for the views and opinions of others and for the privilege of individuals to form and hold differing views and opinions.

Section C The plan book and grade book used in the district shall be mutually agreed upon between the parties of this Agreement. Individual employees and supervisors can agree to use an alternate plan book and/or grade book. Lesson plan books may be used as a collaborative tool between supervisor and teacher to enhance the quality and delivery of instruction. Teachers may refer to other documents and materials (such as curriculum guides, IEPs, 504 Plans or teacher guides) but are not required to copy them into the lesson plan books.

The Employer and the Association mutually agree to use Infinite Campus or any subsequent state adopted electronic grade and attendance software system provided by the Employer. The Employer shall make available adequate and appropriate ongoing professional development on the use of the electronic grade and attendance software system. Online access to the electronic grade and attendance system will be provided by the Employer. Employees shall be required to enter assignments with grades no more than once every two (2) weeks in schools with a nine (9) week grading period and three (3) weeks in

*schools with a six (6) week grading period.* Teachers shall not be required to enter a specific number of grades per grading period but may be required to enter all grades that will be part of a student's final grade once every *two (2) weeks in schools with a nine (9) week grading period and three (3) weeks in schools with a six (6) week grading period* with the exception of teachers who see students less frequently such as Special Area teachers who do not have graded work for students during a ~~*three (3)*~~ *two (2)* week period *in schools with a nine (9) week grading period and three (3) weeks in a six (6) week grading period.* Multiple assignments may be combined for grade entry purposes but all entered work must be clearly identifiable.

For middle school and high school teachers, if a student is exhibiting unsatisfactory performance or is experiencing changes in performance, the parent/guardian must be notified by the teacher at least one week prior to the end of the six (6) week *or nine (9) week* grading cycle. For elementary, if a student is not making satisfactory progress, the parent(s)/guardian(s) must be notified, by phone or in writing, by the teacher at least two (2) weeks prior to the end of the grading period

Employees shall be required to enter attendance once daily prior to the start of instruction in elementary school locations, and by class period in middle and high school locations. For middle and high school, attendance shall be turned in by the end of the class period. In the event, the speed of onsite data transfer is not adequate for timely data entry, the employer will allow for alternative methods for collecting onsite classroom date.

In addition, Teachers will make a record of phone calls, emails, and face-to-face parent/teacher conferences and will submit this information to designated office personnel for submission to the district information system(s) or teachers may enter this information into the district information system(s).

**Section D** Employees shall be given four (4) days after the end of each grading period to submit students' grades except for the end of semester grades for students classified as seniors which shall be due thirty-six (36) hours after the last final exam administered.

*Section E Walk-thrus are to be used as a collaborative coaching tool for growth and reflection. The number of Walk-thrus conducted by JCPS employees shall not exceed three (3) per week, one (1) Walk-thru per day, per teacher. Every effort will be made to ensure the number of walkthroughs conducted by non-JCPS employees does not exceed three (3) per week, one (1) Walk-thru per day, per teacher.*

Section F Employees shall be given at least 60 days notice before losing access to any curricular and/or instructional materials, resources, lessons, or learning aids created by the teacher or in collaboration with co-workers during their employment at a particular school site.

Section G Prior to the selection of a district-wide curriculum by the Superintendent or Superintendent's designee, the Employer shall convene a 50/50 Curriculum Recommendation committee made up of at least 10 total members, with an equal number of representatives from the Employer and the Association. Committee members representing the Association shall be appointed by the President. There shall be a co-chair to be selected by the Employer, and co-chair selected by the Association. Co-chairs will collaborate to set meeting times and design agendas.

## 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. *In the event that a school has a second planning period for teachers, every effort will be made to ensure at least three (3) instances of uninterrupted planning per month.*

Professional Learning Communities (PLCs) can be required no more than one (1) time per week during planning time. Every other PLC agenda may be developed in collaboration between the teacher members of the PLC and the building Principal/designee. The other PLC meetings will be developed by the teacher members of the PLC. PLCs will follow norms and guiding questions mutually agreed upon by the Educator Quality Oversight Committee (EQOC). The total number of faculty meetings plus the total number of times a Principal/designee may use teacher planning time in a manner that causes teachers to have less than their minimum amount of planning time (Sections A and F of this Article – 250 minutes per week for elementary schools, 50 minutes per day in middle and high schools) shall not exceed five (5) during any four-week period. Special Area teachers will be provided PLC opportunities with other Special Area teachers.

Examples may include:

Example 1: (Faculty Meeting + 4 Lost Planning Times Due to PLCs= 5 Total

Week 1: 1 Faculty Meeting (up to 90minutes) + 1 PLC\*

Week 2: No Faculty Meeting + 1 PLC\*

Week 3: No Faculty Meeting + 1 PLC\*

Week 4: No Faculty Meeting + 1 PLC\*

Example 2: (4 Faculty Meetings + 1 Lost Planning Time Due to PLC = 5 Total

Week 1: 1 Faculty Meeting (up to 90 minutes) + 1 PLC\*

Week 2: 1 Faculty Meeting (up to 60 minutes) + No PLC

Week 3: 1 Faculty Meeting (up to 60 minutes) + No PLC

Week 4: 1 Faculty Meeting (up to 60 minutes) + No PLC

\*Prevents minimum planning time

With regard to PLC and meeting concerns, ~~FLAC~~ CDLT 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.

~~FLAC~~ CDLT will also discuss issues identified by Association members regarding the frequency and operation of Professional Learning Communities and will develop recommendations for addressing these issues.

Section B The normal duty hours of all Employees, except for Social Workers, district based Resource Teachers, 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, district based 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, district based 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 one (1) Open House per year, parent conferences, and one (1) faculty meeting per calendar month not to exceed 90 minutes.

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. *In the event that a school has a second planning period for teachers, every effort will be made to ensure at least three (3) instances of uninterrupted planning per month.*

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.

*Section T Employees shall be required to join no more than three (3) work teams. A work team is defined as a group of employees assigned to consistently*

meet with a specific focus or task including but not limited to PLCs, departments, committees, and/or academy teams.

## 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.

*11. WIDA and ACCESS competencies and test scores.*

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

With the exception of schools specializing in language services, general education class cap size shall not exceed 50% of the total number of students identified as multi-lingual (ML) students on the class roster. For high density schools, the class cap size shall not exceed 60% of the total number of students identified as multi-lingual (ML) students on the class roster.

## 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.

With the exception of schools specializing in language services, general education class cap size shall not exceed 40% of the total number of students identified as multi-lingual (ML) students on the class roster. For high density schools, the class cap size shall not exceed 50% of the total number of students identified as multi-lingual (ML) students on the class roster.

## 3. High Schools

Maximum Student Roster Limit-150

Individual	- 31
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.

With the exception of schools specializing in language services, general education class cap size shall not exceed 40% of the total number of students identified as multi-lingual (ML) students on the

class roster. For high density schools, the class cap size shall not exceed 50% of the total number of students identified as multi-lingual (ML) students on the class roster.

#### 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	MAX. NO GRADE RANGE	GRADE PER PERIOD	RANGE PER PERIOD
<u>Visually Impaired</u>					
Special Class	10	Grade Range of Assigned School	NA	NA	NA
Resource Room	10	Grade Range of Assigned School	8	8	4 grades
Itinerant	10	K-12	8	8	4 grades
<u>Hearing Impaired</u>					
Special Class	6	Grade Range of Assigned School	NA	NA	NA
Resource Room	8	Grade Range of Assigned School	8	8	4 grades
Itinerant	10	K-12	8	8	4 grades
<u>Physical Disability and Other Health Impaired</u>					
Special Class	16	Grade Range of Assigned School	NA	NA	NA

Resource Class	20	Grade Range of Assigned School	10	6 grades
<u>Speech-Language</u>	65	NA	NA	NA
<b>DISABILITYCASELOAD AND CLASS PLAN</b>		<b>TOTAL</b>	<b>MAX. NO GRADE RANGE</b>	<b>GRADE PER PERIOD RANGE PER PERIOD</b>
<u>Emotional- Behavioral Disability</u>				
Special Class	8	Grade Range of Assigned School	NA	NA
Resource Class	15	Grade Range of Assigned School	8	4 grades
<u>Mental Disability – Mild Level</u>				
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
<u>Moderate/Severe Disability</u>				
Special Class	10	Grade Range of Assigned School	NA	NA
Resource Class	10	Grade Range of Assigned School	8	6 grades
<u>Specific Learning Disability</u>				
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
<u>Multiple Disabilities</u>				
Special Class	10	Grade Range of Assigned School	NA	NA
Resource Class	10	Grade Range of Assigned School	8	6 grades
<u>Home/Hospital Special Area Teacher</u>	12			
<u>Hospital Instruction</u>	15			

5. “Collaboration” or “collab” 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 with disabilities for secondary, and 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.

## ARTICLE 18 – LAYOFF/RECALL

Any layoff in teaching staff shall conform to this article and federal and state laws and regulations and court orders.

Section A The following procedures shall apply to layoff:

1. The Superintendent/designee will meet with representatives of the Association to discuss the need for the layoff and the approximate number of possible positions prior to the individual personnel agenda notification to the Board.
2. The Employer shall suspend the contracts of the least senior teachers in the teaching fields affected by the reduction when the reason is decreased enrollment of pupils.
3. The contract of a teacher employee on continuing contract shall not be suspended until all contracts of teacher employees on limited contracts in fields affected by the layoff have been suspended. No less senior person shall be allowed to remain in a teaching position for which a more senior person is subject to layoff. The less senior person shall have certification restricted for use in this District until all more senior employees in the certification area have been recalled.

Section B The assignments of employees whose contracts are not suspended shall be restricted to teaching fields in which the reduction is not sufficient to cause suspension of their contracts except for a minor portion of their duty time for good cause.

Section C Employees on layoff shall have the right of recall in order of seniority to vacant positions in the representation unit for which they are qualified or become qualified before these positions are staffed by new applicants. Continuing contract teacher employees shall be recalled prior to limited contract teacher employees.

Section D Employees on layoff: (1) will initially be offered recall to any assignment for which they are certificated (fulfills legal obligations and removes from unemployment), (2) will be allowed to decline recall to assignment outside their professional frame of reference which they have previously designated, and (3) will, after the first contact, be offered recall only to assignments within their professional frame of reference.

Section E Employees on layoff shall have the option at their expense to remain active participants in all Employer and State paid insurance benefit programs to the extent they are available to the employees from the carriers.

Section F Employees on layoff may apply for employment as substitute teachers and shall be selected before other substitute teacher applicants are employed.

Section G Employees will be credited with unused accumulated sick leave and placed on the proper rank and step of the salary schedule upon return to active employment. They will not receive salary increment credit for non-active employment time nor will such time count toward acquiring continuing contract status.

Section H The Employer will provide to the Association upon request the employees' names, certification if in the computers, seniority dates and work locations for all employees with less seniority than the most senior employees affected by the layoff.

Section I The Parties agree that every reasonable effort shall be made to acquire and use the most current data and information to establish accurate staffing projections as soon as possible for making layoff decisions in order to avoid retaining less senior employees during layoff.

*Section J Employees who are declared overstaff due to elimination of a particular role group by the District, shall have first rights to interviews for any newly created position that is deemed to be the same position as the eliminated role group for a period of time equal to twenty-four (24) months beginning August 1st of the school year for which the position was eliminated, in addition to immediate bounce back rights, so long as employees remain employed with the Jefferson County Public Schools.*

## ARTICLE 24 – LIBRARIANS

Section A One librarian in each school shall be employed on a one hundred ninety four (194) day calendar. When requested by the librarian and approved by the principal/administrator, or designee, the extended time ~~may will~~ be divided between the opening and closing of school *with two-thirds (2/3) of the extended days occurring at the opening of school.* ~~The principal/administrator, or designee will schedule days beyond 187 in consultation with the librarian.~~

Section B The librarian(s) shall collaborate with the building teaching staff and the building principal in developing the library schedule. The library schedule shall not be altered without involving the same collaborative process. The principal/administrator, or designee will ~~make efforts to~~ schedule planning time for librarians in increments of at least ~~twenty-five (25) minutes~~ *forty-five (45) minutes.*

Section C The employer shall strive to see that all school library media centers meet guidelines of the ~~AdvancED~~ *Cognia.*

Section D *All librarians will be provided with office space within a reasonable distance to the library.*

Section E *Should schools be provided funds for library clerks, any changes to funding shall be discussed with the librarian prior to consultation with the SBDM Council.*

## ARTICLE 25 – EXCEPTIONAL CHILD EDUCATION

The Employer recognizes its responsibility to provide exceptional child education employees with facilities, materials, and services appropriate to fulfilling their duties consistent with the provisions of IDEA – Individuals with Disabilities Education Act as amended and resulting regulations.

Section A All appropriate employees shall have the opportunity to participate in ARC meetings as required by federal and state laws/regulations. All employees involved in the instruction of exceptional child education students shall have a copy of the IEP and have it explained, if needed.

Section B Conferences or meetings with parents or legal guardians resulting from IDEA – Individuals with Disabilities Education Act – as amended in which employees are required to participate shall be scheduled during employees' duty hours whenever possible. The ARC chairperson or designee will take into consideration the classroom teacher(s) schedule when arranging for ARC meetings.

Section C Art, music, physical education and computer shall be provided to exceptional child education pupils as written on the student's Individual Education Program (IEP).

Section D Exceptional child education employees shall be provided time during duty hours to use for the required placement testing of pupils. Teachers will not be required to use planning time for this purpose. *Drafted documents shall be completed and submitted by the Teacher of Record to the ARC chairperson at a reasonable time prior, recommended minimum of two (2) days prior to the scheduled ARC meeting to allow for appropriate review and meeting preparation.*

Section E Student ECE records, when requested, shall be forwarded to the receiving school within seven (7) days if available.

Section F ~~Alternative portfolios for ECE students shall be completed in accordance with Commonwealth of Kentucky requirements. All components of the Kentucky Alternate Assessment Program shall be completed in accordance with the Kentucky Department of Education requirements.~~

Section G The District and local school will give consideration to different levels of functionalities when combining ECE students with different disabilities into any classroom.

Section H When requested, ECE Resource Consultants will work to develop appropriate interventions for students. All required forms and documents, including progress goal monitoring data and data discussed in an ARC meeting applicable to a student's Individual Education Plan shall be entered into Infinite Campus or the district electronic grading system each grading period under the appropriate tab and folder by the ECE case manager.

Section I K-12 Exceptional Child Education (ECE) caseload managers who are over their caseload capacity are eligible for extra service pay at their hourly rate to compensate for overages. A teacher can report extra service for caseload overages when an ECE teacher is completing progress monitoring or writing an Individual Education Plan (IEP). K-12 Caseload managers may submit for extra-service pay and requests must be reviewed by the Implementation Coach and approved by the Principal. K-12 ECE Implementation Coaches who have a caseload and/or provide service minutes are eligible to receive extra service pay.

## 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"<sup>1</sup> 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.

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<sup>1</sup> "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.

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 or their family member has been advised by a physician or otherwise knows of any interruption of assigned duties due to anticipated medical reasons (personal or for their family member) 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. Up to three (3) days of Sick Leave may also be used as Emergency Leave.

#### 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     Paid Parental Leave

1. An eligible employee shall be granted up to thirty (30) days of paid parental leave once each rolling twelve (12)-month period if the employee becomes a parent by the birth or adoption, or fostering of a child or children under the following conditions:
  - a. The employee shall submit a written request on a form provided by the Human Resources Division, to be submitted at least thirty (30) calendar days prior to the expected start date of the leave, or as soon as is practicable given the circumstances.
  - b. The leave shall be taken on continuous basis for the contract days of the employee's role group on the District's Working Calendar.
  - c. The leave shall begin immediately on the employee's first contract day after the birth or adoption, or fostering of the child or children.
  - d. The leave shall not accrue and shall expire at the end of thirty (30) contract days of the employee's role group on the District's Working Calendar.
  - e. Paid parental leave used by an employee shall count against the workweek entitlement for unpaid Family and Medical Leave Act (FMLA) leave and Board Policy 03.12322, including the limits in place for eligible spouses who are employed by the District and are eligible for leave.

2. Employee Eligibility for Paid Parental Leave

An employee is eligible for paid parental leave if the employee has been a full-time or permanent part-time employee of the District for at least six (6) months from date of initial hire, assigned to an approved District Working Calendar, and in active pay status or on an approved leave during the employee's scheduled work year.

Temporary, seasonal and substitute employees and student workers are not eligible for paid parental leave.

An employee who does not qualify for paid parental leave may use any other leave that is available to the employee in accordance with District leave policies.

**Section F** 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 G** 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/H 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/I 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 ~~J~~J 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~~K 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~~L 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 4M 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.

For up to ten (10) different days during a legislative session of the General Assembly, the Employer will provide the Association with leave to allow educators to observe and participate in the legislative process. Sufficient leave will be provided to allow for the release of one JCTA bargaining unit employee for every twenty such employees, or major fraction thereof, at a site. In order to reduce the number of employees utilizing leave on a single day and thereby minimize the impact on student learning, the Association may utilize a comparable total amount of legislative leave over multiple days in lieu of a single day. Additional days of legislative leave may be granted by mutual agreement of the employer and the Association. Every effort will be made to minimize the number of days any one employee utilizes this leave.

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

#### Section ~~M~~N 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~~O 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 ~~P~~P 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~~Q Notarizing Leave Affidavits

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

Section ~~Q~~R "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.

## ARTICLE 27 – COMPENSATION SCHEDULES

### Section A Salary Schedule

All members of the JCTA Bargaining unit will receive a one-time \$2000.00 stipend for the 2026-27 school year. The stipend will be paid in two (2) equal installments on the first pay in December 2026 and the first pay in May 2027. All members in active pay status within the pay period ending November 20, 2026 will receive a \$1,000 installment on December 4, 2026. All members in active pay status within the pay period ending April 23, 2027 will receive a \$1,000 installment on May 7, 2027.

The Salary Schedule for the 2027-28 school year will be negotiated by the Employer and the Association prior to the beginning of the 2027-28 fiscal year.

1. The increment for earned doctorate (Rank I +) 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.
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 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 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, 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

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.
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.

(Table C) Other Extra Service Duties (non-certified work)..... \$12.50

The Tutoring rate (currently \$15.00) and the Other Extra Service Duties (non-certified work) will be tied to salary schedule increases beginning with the 2026-27 school year.

## ARTICLE 28 - MISCELLANEOUS

Section A The Employer's procedure for placement of student teachers shall contain a provision which provides teacher employees with an opportunity to request that student teachers be placed with them. The Association will be involved with the development of this provision in the procedure.

Section B The Employer will provide a mentoring program for new teachers on emergency certificates or enrolled in District alternative certification programs. Services will be provided by mentors who have participated in professional development related to effective mentoring strategies/practices as well as current programs implemented in schools.

### Section C Mileage Reimbursement

Teachers who travel at the request of the Employer will receive mileage reimbursement consistent with the Employer approved travel reimbursement guidelines. The employer will provide adequate time to travel between schools.

Section D Any teacher who initiated the program outlined in this Section before July 1, 2018 may complete the program on the terms outlined below. Unless authorized and funded by their particular school, no additional teachers may enroll in this program after July 1, 2018.

If a teacher voluntarily opts to participate in the Bellarmine Literacy Project (BLP) training, they will agree to stay at a BLP school [not limited to only one (1) BLP school] for three (3) years beginning with the year immediately following the completion of the initial year of BLP training. If a teacher voluntarily leaves the BLP school(s) or the District prior to the completion of those three (3) years, they agree to repay the District for the cost of the training that was paid by JCPS to Bellarmine University. The repayment shall be pro-rated based on the portion of the 3-year agreement that has not been met.

Any teacher who is assigned to or in any way required to obtain the BLP training will not be held responsible for reimbursement of any funds expended for BLP training. The provisions herein above shall not apply to any subsequent years of BLP training that a teacher opts to obtain.

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

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

Section F The District will pay 60% of the cost for each of the four (4) NBCT components upon proof of completion. Teachers who avail themselves of this reimbursement will work four (4) years for the District. Participating teachers who voluntarily leave prior to completion of four (4) years with the District will reimburse the District on a prorated basis for their NBCT component training expense.

Section G For new experienced teachers hired by the District, JCPS will recognize up to 20 years of service in high needs disciplines as determined on a yearly basis by mutual agreement between the Association and the Employer.

*Section I* *In the event, during the term of this labor agreement, the JCBE seeks one or more General Fund revenue increases beyond the allowable 4%, and the increase is not recalled, at least 50% of newly gained revenue in excess of 4% shall be used for salary increases.*

ARTICLE 30 – CERTIFIED EARLY CHILDHOOD TEACHERS/EARLY CHILDHOOD INSTRUCTIONAL COACHES

Section A The provisions included in this article will take precedence over any other provisions found in the Agreement addressing the same or similar issues.

Section B

1. The normal duty hours of certified early childhood teachers **and early childhood instructional coaches** shall not exceed seven **and one-half** (7:5) hours in length including a 20-minute duty-free lunch period. Those employees subject to a seven **and one-half hour** (7:5) hour 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).
2. If the Employer designates Friday as a non-student day, one hundred fifty (150) minutes shall be considered assigned professional duty time and may be scheduled by the Employer or program leadership for activities including ARC meetings, collaboration, professional learning, family engagement, parent workshops, data analysis, or other program priorities. This time does not constitute protected individual planning time. Participation in ARC meetings during this period of time does not qualify for extra service pay, as the activity occurs within the employee's contracted work day. When scheduling an ARC meeting within the one hundred fifty (150) minute time frame is not feasible and the meeting must occur during a teacher's individual planning period, extra service pay may be provided with prior approval from the building administrator in accordance with the negotiated agreement. The remaining time will include twenty (20) minutes for a duty free lunch and two hundred fifty (250) minutes of uninterrupted planning.
3. Class size maximum shall comply with state law and regulations.
4. In addition to a certified early childhood teacher, each classroom will be staffed with at least one (1) instructional assistant. Substitutes for instructional assistants will be provided when available to ensure appropriate staffing within the classroom.

5. If a certified early childhood teacher ~~or early childhood instructional coach~~ is required to work beyond the normal duty hours, compensation will be determined according to Article 27, Compensation Schedules.
6. Certified early childhood teachers will be observed and evaluated by the immediate supervisor or building administrator.
7. All early childhood teachers ~~and early childhood instructional coaches~~ will be provided access to a computer, internet, and other appropriate technology when and where available.
8. Certified early childhood teachers ~~and early childhood instructional coaches~~ will be provided the opportunity to participate in professional development. Reimbursement for expenses will be subject to the Board approved Jefferson County Public Schools Travel Guidelines.
9. Certified early childhood teachers will perform home visits. Home visits will be incorporated into the regular work day or on a collaborative non-student day. On request, for home visits where there are safety/security concerns, the Employer will, **when possible**, assign a second individual to accompany the certified early childhood teacher.-
10. Attendance at faculty meetings, as defined in Article 11, Teaching Load and Duty Hours, will be mandatory, unless student supervision requirements prohibit.
11. Changing pads, gloves and wipes will be provided in the classrooms for the purposes of changing students. An appropriate area will be provided where students can be attended to accordingly.
12. Teacher planning time missed due to districtwide closures for inclement weather shall not be rescheduled or made up. Such planning periods are incorporated into the regular contractual calendar and are not subject to recovery or redistribution in the event of emergency closures.
13. Early childhood teaching vacancies will be staffed using the job posting and interview process that exists for all other JCPS teaching positions. Rules of the transfer process and assignment will apply.

14. The employer will make every effort to reduce the time staff are asked to stay beyond the seven (7) hours in recognition of employee childcare needs and the lateness of the day. The employer will first ask for volunteers for covering supervision that extends beyond the duty hours. Teachers shall be paid their hourly rate for supervision time that exceeds the seven (7) duty hours.

## ARTICLE 34 – ENHANCED SUPPORT SCHOOLS

The parties agree that schools identified as ~~Accelerated Improvement Schools (AIS)~~ Enhanced Support Schools are those designated for More Rigorous Intervention (MRI) 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~~ MRI, 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 recruit and retain high quality teachers in enhanced support schools, the employer pays a stipend to employees covered under this collective bargaining agreement. Beginning in the 2026-27 school year, the stipend amount for employees will decrease by twenty-five percent (25%) each year over the next four (4) years to phase out stipends. Beginning in 2029-30, there will be no additional stipend paid to employees in this bargaining unit.

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 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.

Section G

Teachers shall follow the state approved school turnaround plan in Comprehensive School Improvement (CSI) and ATSI schools.

Teachers shall demonstrate high fidelity to the school's adopted High-Quality Instructional Resources (HQIRs) in their Tier 1 instruction.

Teachers shall dedicate four (4) additional hours (in 1 hour increments) each school year during their contractual day or after school for focused collaborative planning, vertical alignment meetings, data analysis, or peer observation cycles, as directed by the principal. Teachers will be given at least one (1) week notice of the meeting.

Section G of this article will sunset at the end of the 2028-2029 school year when stipends are no longer offered.

## ARTICLE 38 - DURATION

Section A This Agreement shall remain in full force and effect from July 1, 2018 through ~~June 30, 2025~~ June 30, 2028 with the exception of Article 27, Compensation Schedules, which will be reopened for negotiations for the ~~2024-2025 school year and 2025-2026~~ 2027-2028 school 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 April 30, 2026 by and between the Jefferson County Board of Education and the Jefferson County Teachers Association.

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Board Chair, Jefferson County Public Schools

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Superintendent, Jefferson County Public Schools

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Stephanie White  
Director, Employee Relations  
Jefferson County Public Schools  
Chief Negotiator

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Maddie Shepard, President  
President, Jefferson County Teachers  
Association  
Chief Negotiator

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Cynthia Grohman, Chief Human Resources Officer, Human Resources  
Jefferson County Public Schools  
Negotiator

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DeeAnn Flaherty, Executive Director  
Jefferson County Teachers Association  
Negotiator