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Comments
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JCBE/JCTA AGREEMENT, 1979/82

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PREAMBLE

The Jefferson County Board of Education and the Jefferson County Teachers Association do hereby agree that the welfare of the children of Jefferson County is paramount and will be promoted by both parties.

This Agreement is made and entered into by and between the Board of Education of Jefferson County, Kentucky, hereinafter called the "Board," and the Jefferson County Teachers Association (an affiliate of the Kentucky Education Association and the National Education Association), hereinafter called the "Association"; the Board and the Association when jointly referred to are hereinafter called the "Parties."

Therefore, the Parties mutually and in good faith agree to the following -
ARTICLE I - DEFINITIONS

As used in this Agreement the following definitions apply:

1. **Board** means the Board of Education of Jefferson County, Kentucky.

2. **Association** means Jefferson County Teachers Association.

3. Members or membership means only teachers belonging to the Association.

4. **Days** when used in this Agreement refer to school calendar days.

5. **Worked Days** means those days which the teacher is on duty.

6. **Certificated Personnel** means those persons holding positions for which certificates may be issued except substitutes and superintendents as defined under applicable state laws and who are employed by the Board.

7. **Teacher** means any certificated person who is represented by the Association.

8. **Superintendent** means the Superintendent of Schools of Jefferson County, Kentucky.

9. **Negotiations** means a process and a method that provides for the Board and the Association to negotiate on matters of mutual concern, to reach agreement on such matters, and to make provisions for resolving disagreement in the event of impasse.

10. **Temporary Appointee** means a substitute who has taught in a single position for more than thirty (30) consecutive days.

11. **Special Education Pupil** means a pupil covered under the provisions of PL 94-142.

12. **Seniority** shall be computed from a teacher's first compensable day as a regular teacher in the Jefferson County Public Schools. The following shall be used in sequence as necessary to break ties:
   a. Date of Board action to employ
   b. Date of Contract received by the Board
   c. Date official job offer received by the Board
   d. Date official job offer accepted
   e. Date of issuance of official job offer
   f. Date of receipt of most recent application

13. **SBARC** means the School Based Admissions/Release Committee.

ARTICLE II - RECOGNITION

The Board recognizes the Association as a representative of the certificated personnel in the district who are teachers as defined in Article I - Definitions. The job categories of Superintendent, Chief Deputy
Superintendent, Deputy Superintendent, Assistant Superintendent, Regional
Superintendent, Treasurer, Director, Assistant Director, Coordinator,
Specialist, Principal, Assistant Principal, Head Teacher, Counselor and any
other position for which the district requires certification in administration
or supervision and/or for which the pay is calculated on the teachers' salary
schedule plus the administrators' addendum including Acting and Intern are
specifically excluded from this recognition.

ARTICLE III - SCHOOL BOARD AUTHORITY/MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section A The Board hereby specifically retains and reserves unto itself,
the Superintendent, the principals/school center heads, and other
administrative personnel of the school district all powers, rights, authority,
duties and responsibilities, and the exercise thereof, as conferred upon and
delegated to and vested in them by the Constitution and the Law and Regulations
of the United States of America and the Commonwealth of Kentucky except as
otherwise specifically provided for in this Agreement.

Section B All school management personnel shall carry out the following
responsibilities:

1. Adhering to the provisions of this Agreement.

2. Complying with the Board's rules and regulations which are necessary
to implement the provisions of this Agreement.

ARTICLE IV - ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section A The Parties agree that the Association as representative of
teachers shall have the right to use the district courier service and teacher
distribution boxes for the purpose of distributing Association communiques to
teachers. Such communiques 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 teacher bulletin boards, at least one of which shall be provided in
each school center.

Material endorsing or opposing a political position or a candidate for
public office, material which encourages teachers to violate any law or this
Agreement, or material which has as its effect the interfering with teachers'
rights guaranteed by law or this Agreement shall not be distributed through the
district courier service or teacher distribution boxes nor distributed in any
manner which would interfere with or interrupt normal school operations or
posted in any school centers 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 or
school center head one (1) copy of any material to be distributed or posted.

Section B The Association shall have the right to use school centers for
meetings at reasonable times before or after the teachers' normal workday,
scheduling such use in advance with the principal or school center head. Should
special custodial services be required or should there be any damage in excess
of the normal wear the Board shall make a reasonable charge for such services or
damage. The Association shall hold the Board 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 and
grievance 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 or school center head
with a list of persons serving in these capacities and maintain its currency.
The list provided to each principal or school center head need not contain the
names of building and grievance representatives from other school centers.

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 center for use by an Association building representative to make
brief announcements concerning meetings. The building representative shall be
provided a school center roster showing the names, addresses, and assignments of
all teachers, except that a teacher's address may be withheld at the request of
the teacher.

Section E The Board shall provide to the Association upon request a copy
of the official agenda in advance of its meetings except for those items
privileged by law. The Board 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 and which are relevant
to negotiations or necessary for the proper administration of the terms of this
Agreement.

Section F The Board agrees to deduct from the salaries of teachers an
amount equal to the membership dues of the Association and the National
Education Association and the Kentucky Education Association with which it is
affiliated, as said teachers individually and voluntarily authorize in writing
the Board to deduct and to transmit the monies to the Association or its
designated representative. The Association shall certify to the Board in
writing the current and proper amount of its membership dues at least thirty
(30) days prior to the requested initial deduction. Dues deductions shall
continue until revoked by the teacher in writing to the Board with a copy to the
Association on an Association approved form. The deduction shall be made in
eight (8) equal installments on the first pay day of each month October through
May.

When amounts have been correctly deducted and remitted by the Board the
Association shall hold the Board 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 Parties encourage the principal or head of each school
center and the Association building and grievance representative(s) to meet
bimonthly to discuss implementation of the provisions of this Agreement and
other items of mutual concern.
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.

ARTICLE V - TEACHER RIGHTS AND RESPONSIBILITIES

Section A The Board agrees there shall not be any discrimination against any teacher by reason of race, creed, color, marital status, sex, physical handicap, age, national origin, whether or not said teacher is a member of the Association.

Section B The Association agrees not to discriminate with regard to representation of teachers in the administration of this Agreement or with regard to terms and conditions of membership because of age, sex, physical handicap, race, marital status, color, creed or national origin.

Section C The Parties agree that the provisions of this Agreement shall be applied to all teachers 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 teachers may have under the Constitution 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 Board or any of its agents against any teacher 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 Board, 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 a teacher is not within the appropriate concern or attention of the Board except when it adversely affects fulfillment of the teacher's professional responsibility.

Section G A teacher may not be required to carry out an order which is not a part of the teacher's professional responsibility.

Section H No teacher covered under the terms of this Agreement shall be disciplined, reduced in compensation, suspended for disciplinary reasons, terminated, or adversely evaluated without just cause. To have just cause the Board or its agents must comply with the following:

1. The teacher has had opportunity to have foreknowledge of the possible or probable disciplinary consequences of the conduct or performance.
2. The policy or rule is reasonably related to the orderly, efficient and safe operation of the schools.
3. Before disciplining or terminating the teacher, a fair and objective investigation was made to discover whether the teacher violated, disobeyed or failed to comply with the policy or rule and the decision was based on substantial evidence or proof.
4. The policy, rule or penalty was applied equitably and without discrimination.

5. The degree of formal discipline or the termination of a teacher in a particular case reasonably relates to (a) the seriousness of the teacher's proven offense and (b) the record of the teacher's service with the Board.

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

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

Section J Any complaint made against a teacher which may be used in any manner to adversely affect the teacher shall be first promptly called to the attention of the teacher. The teacher must be afforded an opportunity to answer the complaint and meet with the complainant within two weeks of receipt of the complaint in order to clarify the situation.

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

Section K All teachers shall carry out the following responsibilities:

1. Complying with the Board's rules and regulations which are not inconsistent with this Agreement.

2. Adhering to the provisions of the Agreement.

ARTICLE VI - ACADEMIC FREEDOM

The Parties agree that academic freedom is an integral part of the attainment of educational goals of the Jefferson County Public Schools.

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 Constitution 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, teachers 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. The teacher shall permit the expression of the views and opinions of others and encourage each to form individual views and opinions through such procedures. Teachers 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.

ARTICLE VII - STUDENT DISCIPLINE

Section A The Parties endorse and agree to effectively carry out the Uniform Code of Student Conduct dated August 1979 and adopted by the Board. The Association shall be a party to any evaluations and necessary revision of this Code.

Section B Principals and school center heads shall review annually with teachers the procedures and provisions of the Uniform Code of Conduct.

Section C The provisions of the Uniform Code of Student Conduct shall be subject to the Grievance Procedure.

ARTICLE VIII - TEACHER EVALUATION

The performance of all teachers shall be evaluated according to procedures developed by the Board or its agents. Such procedures shall be limited by the provisions of Section A. Upon the observation of significant deficiencies in work performance the provisions of Section B or C, whichever is applicable, shall be followed in addition to those in Section A. Any evaluation used as a basis for adverse action shall be conducted according to Section B or C in addition to Section A.

Section A General Evaluation Procedure

1. All monitoring or observation of work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
2. All evaluations shall be in writing. If evaluation forms not requiring narrative style are used they shall be jointly designed by the Parties.
3. Observation by the evaluator shall be required prior to the evaluation of a teacher's classroom work performance.
4. Evaluations shall acknowledge the strengths of teachers, as well as deficiencies, and shall note all data used to support the conclusions made by the evaluator. The evaluator shall make a fair and objective effort to determine whether deficiencies have been corrected.
5. Teachers shall be evaluated only by appropriate administrators with rating authority in compliance with state law and regulation.
6. The evaluator shall take into consideration and note in writing any circumstances that may adversely affect a teacher’s performance.

7. Student test scores may be used to evaluate achievement and progress of students and the district’s instructional program; however, these scores shall not be used in any way to evaluate the work performance of teachers unless they agree voluntarily.

8. A conference shall be held between the evaluator and the teacher after the written evaluation is received by the teacher.

9. The teacher shall be notified in advance of the time and date of one (1) observation for evaluative purposes.

Section B When significant deficiencies in work performance have been observed:

1. They shall be noted in writing and discussed with the teacher in a conference.

2. The evaluator shall observe the teacher’s work performance a minimum of three 45-minute periods within a nine-week period (45 worked days) beginning with notification. For the teacher not assigned to a classroom, the evaluator must observe the work performance of the teacher for three 45-minute periods when the teacher is fulfilling the teacher's job responsibilities.

3. Each observation shall be followed by an evaluator/evaluatee conference within the first five (5) days the teacher is at work following the observation.

4. The evaluator shall identify professional staff services and/or materials which the teacher may use to help correct the identified deficiencies. There shall be identified at least one (1) professional staff person who will not evaluate the teacher.

5. The evaluator shall summarize the observations and conferences in writing and provide a copy to the teacher.

Section C Exception

When a significant deficiency in work performance is reoccurring but does not lend itself to 45-minute observations, the evaluator shall note the deficiency in writing and hold a conference with the teacher to discuss the deficiency, identify professional staff services and/or materials and to establish a specific timeline of no longer than 45 worked days for correcting the deficiency. Periodic conferences shall take place within the specified time to assess progress towards correcting the deficiency. At the end of the specified timeline the evaluator shall write a summary of the conferences and provide a copy to the teacher.
ARTICLE IX - PERSONNEL FILES

Section A Contents

1. No documents except those listed below shall be placed in a teacher's personnel file:
   a. Certification, Ranks under Foundation Program
   b. Change of Status forms, Re-Election forms, Requests/Approvals of Leaves of Absence and correspondence relating to such requests
   c. Transcripts, Official Notifications from Universities/Colleges
   d. Applications, Letters of Application, Health Data, Verification of experience and training, Retirement System Membership Application
   e. Resume
   f. Contracts of employment, Job Offers, Acceptance of Job Offers
   g. Confidential information (See Section A 3)
   h. Evaluations, Complaints which have been made a matter of record (See Article V Section J, Teacher Rights and Responsibilities), Reprimands, Commendation
   i. Previous employment data
   j. Professional Staff Data forms
   k. Salary cards

2. A teacher may within ten (10) days after receipt of an evaluation, complaint or reprimand file a written response to the document. The teacher shall provide a copy of the response to the originator of the evaluation or reprimand and a copy to the Division of Personnel Services for attachment to the document. The teacher shall provide a copy of the response to a complaint to the principal or immediate supervisor and a copy to the Division of Personnel Services for attachment to the complaint.

3. All references and information originating outside the school system on the basis of confidentiality, references and letters of recommendation obtained within the system in the process of recommending the teacher for employment or change in position shall not be available for review by the teacher. This is the only confidential information that may be kept in the personnel file.

4. There shall not be established a separate confidential file.
Section B Review of File

1. Except for the confidential contents therein, a teacher may examine the personnel file upon request. A Division of Personnel Services representative must be present when the file is reviewed.

2. A teacher may request and shall receive at the teacher's expense a reproduction of any item in the personnel file, exclusive of the confidential contents.

3. A teacher may have a representative of the Association present at any time the personnel file is being reviewed by the teacher.

ARTICLE X - TEACHING LOAD AND DUTY HOURS

Section A The normal weekly teaching load in the senior high schools, middle schools (including junior divisions of senior high schools), and special school centers (except special education centers) will be no more than twenty-five (25) teaching periods or equivalent time, and five (5) preparation periods. If a school center is structured so that it has more or less than six periods in a school day, the teachers will be provided no less than fifty (50) consecutive minutes for planning. 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.

Section B Because of pupil arrival/departure times and programmatic requirements there must be provisions for flexibility from school center to school center and within school centers in establishing teachers' duty hours. Principals shall first seek volunteers for early and late duty. If there are not enough volunteers the principal shall assign teachers on a fair and equitable basis.

The normal duty hours of teachers, except for elementary, social workers, regional resource teachers, special instructional assistants and other such teachers shall not exceed seven (7) consecutive hours in length including a duty-free lunch period. The normal duty hours of elementary teachers shall not exceed six (6) hours and fifty (50) minutes including duty-free lunch periods except that these teachers may be scheduled for an additional length of time up to ten (10) minutes on a rotation basis immediately preceding or following normal duty hours as needed for the supervision of pupils.

The normal duty hours of social workers, regional resource teachers, special instructional assistants in school centers, and other such teachers shall not exceed seven and one-half (7½) consecutive hours in length including a duty-free lunch period.

Upon notification to the school center office and approval by the principal or school center head a teacher may leave the premises during duty hours.

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 center's program. An agenda shall be distributed at least one day in advance of regularly scheduled faculty meetings. Required teacher attendance at faculty meetings or
meetings with other professional staff after duty hours shall not exceed four (4) hours per month or a total of twenty-seven (27) per year.

Section D Teachers shall upon request attend one (1) Open House meeting per year. Attendance at all other meetings and all other duties beyond the teachers' normal duty hours shall be voluntary except for SBARC meetings and parent conferences which shall be scheduled when possible to take place within normal duty hours.

Section E Teachers in the senior high schools and middle schools (including junior divisions in the senior high schools) shall not be required to have more than three (3) teaching preparations concurrently during any one major grading period except in CORE where the number of teaching preparations may not exceed four (4). Certain combinations of pupil enrollment and staff allocation patterns may necessitate a split CORE teaching schedule for which the principal shall provide an opportunity for teachers to volunteer for this assignment. A concerted effort shall be made to avoid assigning teachers split CORE for two (2) consecutive years.

Principals or heads of school centers shall make every reasonable effort to keep to a minimum the number of different courses taught per teacher.

Section F Beginning as soon as possible within the 1979/80 school year elementary teachers shall be normally provided at least one hundred (100) minutes preparation time per week.

Section G All teachers 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 insuring 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 Teachers 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 Board shall maintain a program to provide substitutes for teachers when they are absent. This provision shall not apply to providing substitutes for social workers, consulting teachers, reading and math resource teachers, PATS teachers, special instructional assistants, speech and hearing impaired teachers, middle school and high school and special school center librarians, teachers assigned to regional offices, elementary special education resource teachers, federal program/grant award teachers, and other such teachers.

ARTICLE XI - CLASS SIZE

Section A: The Parties agree that the following are important factors in establishing class size:
1. The range of pupil age and achievement levels.
2. The pupil enrollment in achievement levels and courses.
3. The exceptionality of special education pupils enrolled in regular program classes.
4. The number of available useable pupil stations.
5. The appropriateness of the facility to the curriculum and methods of instruction to be used.
6. The availability of equipment for adequate teacher demonstration and pupil use.
7. Conditions which affect the health, safety and supervision of pupils.
8. The financial resources of the district.

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 and regional accrediting agency and association with maximum limits established as follows unless the teacher agrees.

1. Elementary Schools

   Kindergarten - 25
   Grade 1 - 28
   Grades 2/3 - 30
   Grades 4/6 - 32
   Exceptions - art, music, and physical education

2. High Schools/Middle Schools

   Vocational - 27
   Individual - 35 (maximum daily load of 150 pupils)
   Physical Education - 50
   Typing - 40
   Exceptions - Choral and instrumental music

3. Special Education

   Exceptionality Self Contained Resource Room Itinerant
   Severe/Profound - 8 - 8 20*
   TMH - 12 18 20*
   EMH - 18 20* 15*
   LD - 8 15*
   BD - 8 15*
   Speech - 75** 75
   HI - 6 8 10
   VI - 10 10* 10.
4. Vocational Schools

Individual class 20

Section C The maximum limits for split grade classes shall be those established for the lowest grade in the 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 elementary pupil instructional achievement levels to a minimum.

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

Section G The Parties agree that for determining class size and school funding the weighted pupil concept is important and will encourage the legislature to adopt a funding formula that recognizes this concept.

ARTICLE XII - TEACHING MATERIALS AND FACILITIES

Section A The Parties recognize that optimum school facilities for both students and teachers are desirable to enhance a high quality of education. Appropriate texts, library reference materials, maps and globes, laboratory equipment, audio-visual equipment, art supplies, physical education equipment, current periodicals, lesson plan books, standard tests and questionnaires, and similar materials are the tools of the teaching profession.

Section B Teachers shall be provided with materials and facilities for lesson preparations and other assigned duties. The Board shall provide for teachers the following:

1. Access to duplicating services for the preparation of instructional materials.
2. Chalk boards and bulletin boards where applicable.
3. Curriculum guides and desk copies of textbooks and workbooks required for classes which will remain the property of the Board and shall be returned; however, desk copies of state adopted textbooks shall be in the form of teachers' manuals beginning with the 1978/83 state adoption and each successive adoption thereafter.
4. Classrooms or workspace as defined and approved according to state regulations.

5. Records books, lesson plan books, paper supplies, chalk, erasers and other such supplies and materials required by the Board in daily teaching responsibilities including materials for art, music, and physical education in the elementary schools.

6. Custodial care and maintenance.

7. Access to a telephone.

8. Restoration of teaching areas damaged by vandalism or other causes.

Section C The Board will make every reasonable effort to provide for teachers:

1. Lockable desk and storage space where applicable.

2. Lounges and restrooms for which they will be expected to exercise reasonable care.

3. Parking facilities (preferably off-street).

4. A system whereby teachers can effectively and expeditiously communicate with the school office in the event of an emergency.

5. Television receivers for supplementary instructional purposes where practicable.

Section D Teachers shall be provided an opportunity to request budget expenditures for instructional materials and supplies.

Section E The principals or school center heads shall meet with the teaching staff to discuss the school center budget.

Section F All teachers shall know the amount of money budgeted for their classrooms at least 30 days prior to expending the money. Principals or school center heads shall provide the teaching staff with information on the amount of money budgeted for instructional purposes prior to expending the money.

Section G Upon the request of teachers, principals shall install drink and snack vending machines in the lounges or other suitable locations.

Section H Principals or school center heads will designate a smoking area.

ARTICLE XIII - SAFETY

Section A The Parties agree that it is the responsibility of the Board to provide and maintain a safe place of employment. Consistent with the teacher's assignment, it is the responsibility of the teacher to report observed unsafe or hazardous practices or conditions. The principal or immediate supervisor will contact duly qualified personnel who will in turn make a timely inspection and
take steps to remedy the condition. Teachers shall not be required to work under reported conditions found to be detrimental to their health, safety or well-being.

Section B Teachers shall not be required to perform tasks which endanger their personal health, safety or well-being and/or the personal health, safety and well-being of their pupils.

ARTICLE XIV - TEACHER ASSIGNMENT

The Parties agree that the Board and its agents have and retain the legal right to assign teachers to carry out its duties and responsibilities under federal and state laws and regulations and court orders subject to the provisions of this article.

Section A In high schools and middle schools the principal or school center head after consulting with the department head will decide which courses to offer in each department. The principal shall have the responsibility and the authority to assign teachers within a school center to a department(s) based upon the following criteria:

1. seniority
2. certification
3. preference
4. measurable teacher capabilities
5. needs of educational program
6. balance of workload

The principal after meeting with members of a department to discuss application of the above mentioned criteria shall apply the criteria in determining class assignments.

Section B In the elementary school the principal will meet with the teachers in the school center to determine any changes in the assignment of teachers to each grade level(s). Assignments will be made using the following criteria:

1. seniority
2. certification
3. preference
4. measurable teacher capabilities
5. needs of educational program
6. balance of workload

Section C Teachers shall be given written notice of their intra-school assignments for the forthcoming year not later than July 1. In the event that changes in these assignments are made after July 1, the teachers so affected will be notified promptly of the unforeseen situation.

Section D Teachers will not be assigned, except temporarily or for good cause, outside the scope of their teaching certificates or their major or minor fields of study unless they agree.

Section E When teachers are involuntarily assigned to a position outside the scope of their teaching certificate they will be given an opportunity for assignment to a position for which they are properly certificated when vacancies occur.

Section F In arranging schedules for teachers who are assigned to more than one school center the amount of inter-school travel will be limited. Teachers who are assigned to more than one school in a school day will receive mileage reimbursement consistent with the Board approved rate and procedures.

ARTICLE XV - TEACHER TRANSFERS

The Parties agree that the Board and its agents have and retain the legal right to transfer teachers to carry out its duties and responsibilities under federal and state laws and regulations and court orders subject to the provisions of this article. A transfer may be requested by the teacher or may be initiated by the Superintendent or designee. The provisions of Section A shall apply except when transfers are made according to Section D.

Section A General Procedures

1. On May 1 of each school year and monthly through September there shall be delivered to the Association and posted in all operating school centers a list of all known teaching vacancies which need staffing for the forthcoming school year. Prior to any teaching vacancies being posted system-wide teachers within the school centers affected shall have first consideration for said positions as per Article XIV, Teacher Assignment. All postings shall be placed in prominent positions in the school centers.

2. Teachers desiring to transfer to another school center shall file a written request with the Division of Personnel Services no later than May 15. Such requests shall include the organizational level(s) and/or the area(s) for which the teacher is certificated and desires to be assigned, the school center(s) (a maximum of three (3) in high school, middle school, and special school centers and a maximum of five (5) in elementary school centers) to which the teacher desires to be transferred in order of preference, and the race of the teacher.

3. At the time the transfer is processed the highest preference available will be granted to the teacher. The processing of a transfer removes a teacher from the transfer list.
4. Teachers requesting transfers will be ranked on a list according to their seniority as teachers in the Jefferson County Public Schools. Teachers must resubmit requests each year by May 15 in order to remain on the transfer list.

5. Any teacher who is designated as overstaff or who is returning from leave of absence for which a specific position is not being reserved will be placed in the proper ranking on the transfer list.

6. Transfers will be granted and vacancies staffed from the transfer list according to the needs of the educational program, certification, seniority, teacher preference, state laws and court orders.

7. Transfers shall be made from the transfer procedures contained in this section through the final staff adjustment. After this time any teacher who would have received a transfer based on the procedures herein shall be granted the position at the beginning of the following school year.

8. A teacher requesting a transfer must accept the transfer made prior to the opening of school unless the teacher has previously notified in writing the appropriate director in the Division of Personnel Services of a desire to withdraw the request.

9. The Association will be provided a transfer list by June 15 of each school year. The list shall include the teacher's name, seniority date, race, transfer status, and assignment school centers requested.

Section B Transfers Resulting From Overstaff

1. Teachers may be declared overstaff in a school center as a result of reduced pupil enrollment, educational program changes, or adjustments in staff allocations. Teachers in school centers which are closed or where the existing program is closed and a new program implemented may be considered overstaff.

2. Principals or school center heads shall have the responsibility and authority to designate teachers who are overstaff according to certification and seniority. Teachers serving as athletic directors, head football and head basketball coaches in the senior high schools shall be exempt from this provision.

3. If within the time of the final staff adjustment period an opening occurs in the school center from which a teacher was involuntarily transferred, that teacher, if certified, shall be offered the position.

4. Classroom teachers transferred involuntarily after the beginning of the school term shall be provided one day to set up the classroom when it has not previously been organized.

Section C Transfer of Itinerants

1. When the composition of a grouping of school centers changes because of fluctuation in pupil enrollment, school closings, educational
programs, or adjustments in staff allocations, any teacher who was
assigned to a school in the previous grouping(s) shall be considered
for the new grouping(s) according to needs of the educational program,
certification, seniority, and teacher preference.

2. School center groupings not staffed by Section C 1 shall be
considered vacancies.

3. Teachers not assigned to school centers according to Section C 1 or
teachers applying for a voluntary transfer shall be placed on the
transfer list.

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

ARTICLE XVI - PROMOTIONS

The Parties recognize that assignments to promotional positions must be
consistent with and conform to state and federal laws and regulations, court
orders and affirmative action programs.

Section A Promotional and/or administrative positions are defined as
positions paid at a higher rate than the teachers' salary schedule or for which
a certificate in administration and/or supervision may be required.

Section B Promotional and/or administrative positions will be advertised
and posted in a prominent position in all schools. General qualifications,
range of compensation, and performance responsibilities will be clearly stated
in the posting.

Section C Teachers desiring to be considered for promotional positions
shall submit to the Division of Personnel Services such applications,
transcripts, evidence of professional experience, references and resumes as may
be required. The Division of Personnel Services shall acknowledge in writing
the receipt of all such applications.

Section D All qualified teachers shall be provided an opportunity to make
an application for administrative positions. Consideration shall be given to
the applicant's general qualifications according to the requirements of the
position.

Section E When the qualifications of applicants are equal for meeting the
requirements of first level administrative positions such as but not limited to
counselor and assistant principal, preference shall be given to applicants who
are already employed by the Board.

Section F Applicants for a specific position who are not to be recommended
by the Superintendent will be notified prior to Board action.
ARTICLE XVII - REDUCTION IN TEACHING STAFF

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

Section A When reducing the teaching staff the following procedures shall apply:

1. The Superintendent/designee will meet with representatives of the Association to discuss the need for the reduction and the approximate number of possible positions prior to the individual personnel agenda recommendations being presented to the Board.

2. The Board 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 Board will non-renew limited contracts of the least senior teachers in the teaching field affected by the reduction when the reason is other than a decrease in enrollment of pupils.

4. A continuing contract teacher shall not be suspended until all limited contract teachers affected by the reduction have been suspended or non-renewed.

Section B Teachers affected by the reduction in staff shall have the right of restoration in order of seniority to vacant teaching positions for which they are qualified or become qualified before these positions are staffed by new applicants. Continuing contract teachers shall be recalled prior to limited contract teachers.

Section C When there is a reduction in teaching staff teachers affected shall have the option at their expense to remain active participants in all Board and state paid insurance benefit programs to the extent they are available to the teachers from the carriers.

Section D When there is a reduction in teaching staff teachers affected may apply for employment as substitute teachers and shall be given preference before other substitute teacher applicants are employed.

Section E Teachers 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 F The Board will provide to the Association upon request the teachers' names, certification if in the computer, seniority dates and schools for all teachers with less seniority than the most senior teachers affected by the reduction in staff.
ARTICLE XVIII - INSERVICE/PROFESSIONAL IMPROVEMENT

Section A The Parties agree that teachers should use the resources available through the Education Development Center (EDC), the Curriculum Center, school and central office professional libraries, college and university sponsored training programs, seminars, workshops and professional publications. The Parties endorse teacher use of the Teacher Center for which the Board serves as the fiscal agent.

Section B The Parties agree that continued accreditation by the Southern Association of Colleges and Schools is desirable. During Southern Association evaluations teachers will carry out assigned responsibilities as they pertain to accreditation procedures. The teachers’ responsibilities shall be assigned as nearly equally among them as practicable.

Section C The Board will pay salary or stipend, and expenses to teachers participating on an optional basis in courses, workshops, seminars, conferences, inservice training and other such programs which teachers are requested to take by the Board to the extent provided under federal and other externally and internally funded programs.

Section D The Board will pay full salary to teachers participating in workshop, seminars, conferences, inservice training and other such programs where teachers are required by the Board to participate.

Section E Teachers are encouraged to participate annually in one or more district-sponsored workshops, seminars, inservice training programs or such other district-sponsored activities as will develop and strengthen their capabilities and skills in carrying out assigned duties. The Board will assume the cost of producing these activities. In the event these workshops, seminars, inservice training sessions, or such district-sponsored activities are not held during regular school time, Sections C and D of this article shall apply.

Section F Teachers are encouraged to secure membership in at least one professional organization related to their major teaching area.

Section G Teachers who complete six (clock) hours of EDC approved inservice credit shall be entitled to have one (1) flexible inservice day off. Teachers not completing the minimum six (6) hours credit shall report to the assigned location on the flexible inservice day.

Section H The Education Development Center, or its equivalent in the district, shall establish a procedure for the purpose of receiving teachers’ suggestions in inservice training programs. The procedure shall include a provision for a meeting with JCTA representatives. Activities on inservice days left to the discretion of the local school shall be designed and planned after the teaching staff has been provided with an opportunity to make suggestions.

ARTICLE XIX - ASSISTANCE IN ASSAULT

Section A Any case of assault on a teacher on or off school property when the teacher is engaged in school business shall be promptly reported in writing by the principal to the Director of Employee Relations.
Section B The Board shall provide legal counsel for the purpose of advising the teacher of legal rights and to accompany the teacher in court appearances. The Director of Employee Relations and legal counsel shall assist the teacher by obtaining from the police and the principal relevant information concerning the alleged offender and by acting in other appropriate ways as liaison between teacher, school officials and police. This assistance is intended to apply solely to the criminal aspect of any cases arising from such assault.

Section C Time required for appearance in any criminal aspect of a legal proceeding connected with an assault on a teacher sustained in the course of employment shall be granted as leave and shall not be deducted from sick or emergency leave days.

Section D There shall be no loss of wages to a teacher for work time lost because of personal injury incurred from assault on the teacher while in performance of teaching duties for a period up to and including forty-five (45) days subsequent to the first day of absence related to the assault. Lost work time for a period up to and including the first fifteen (15) days of the forty-five (45) day period shall not be deducted from sick leave provided that the teacher files a statement from a licensed physician verifying that the teacher is physically unable to perform teaching duties. When the teacher does not have accumulated sick leave days sufficient to sustain the teacher's regular salary the Board shall provide 45% of the teacher's salary for work time lost beyond the forty-five (45) days to a maximum of 140 provided the teacher files a statement from a licensed physician. If there is a question about the ability of the teacher to perform teaching duties, the Board may require the teacher to select a physician from a panel of qualified physicians. All consulting and examination fees resulting from the Board required examinations will be paid by the Board. The combination of days at full and partial salary shall not exceed 185. Wages lost because of disability resulting from the assault for a period longer than 185 days shall be reimbursed to the extent of Board and/or state employee benefit programs. Any physician's statements shall be filed by the teacher with the Division of Personnel Services on a monthly basis.

Section E Teachers shall be reimbursed for the costs of medical, surgical, hospital or rehabilitative services exceeding the amount of any insurance reimbursement to which the teacher is entitled under coverage provided by the Board and/or the state for personal injury incurred as the result of an assault sustained in the course of employment.

ARTICLE XX - SUMMER SCHOOL

Section A Positions in the Summer School will be staffed first by qualified persons who are currently employed as teachers in the Jefferson County Public Schools.

Section B In filling Summer School teaching positions consideration will be given to needs of the educational program, certification, seniority, and teacher preference. When all factors are substantially equal between the applicants seniority will be given paramount consideration.

Section C Projected locations and teaching positions for Summer School if known shall be published by May 1.
Section D Every effort will be made to notify vocational Summer School teachers by May 15 if they are to be employed for Summer School.

Section E Teachers employed in the Summer School may use up to two (2) days of sick leave accumulated as of the end of the teachers preceding contract year.

Section F The articles on School Board Authority/Management Rights and Responsibilities, Academic Freedom, Assistance in Assault, Safety, Student Discipline, Teacher Rights and Responsibilities and Teaching Materials and Facilities shall apply to vocational and tuition Summer School.

ARTICLE XXI - SCHOOL CALENDAR

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

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

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

Section D The School Calendar shall provide:

185 paid days including
4 paid holidays
4 inservice days of which at least one will be a flexible inservice day
1 opening day
1 closing day

Section E The School Calendar shall also provide teachers a five-day unpaid Spring Vacation unless required for make up of emergency closing days.

ARTICLE XXII - DEPARTMENT HEADS

Department Heads will be selected annually by the principal or school center head in conjunction with the faculty members in that department.

ARTICLE XXIII - LIBRARIANS

Section A One librarian in each school center shall be employed a minimum of seven (7) days extended time. When requested by the librarian and approved by the principal, the extended time may be divided between the opening and closing of school.

Section B The librarian shall develop the schedule for use of the library subject to approval by the principal. The schedule shall not be altered without consulting with the librarian.
ARTICLE XXIV - SPECIAL EDUCATION TEACHERS

The Board recognizes its responsibility to provide special education teachers with facilities, materials, and services appropriate to fulfilling their duties consistent with the provisions of PL 94-142 and resulting regulations.

Section A When identified the receiving teacher shall participate in the SBARC meetings when special education pupils move from one exceptionality to another or from a regular school center to a special school center.

Section B Conferences or meetings with parents or legal guardians resulting from PL 94-142 in which teachers are required to participate shall be scheduled during teachers' duty hours whenever possible.

Section C Art, music and physical education shall be provided to pupils in the special education school centers to the extent that those services are provided to pupils of the regular program and to the extent they are appropriate to the exceptionalities of the pupils.

Section D Special education teachers shall be provided time to the extent practicable during duty hours to use for the testing of pupils as required by the district.

Section E Teachers of severely and profoundly handicapped pupils in the special education school centers shall be provided time for annual home visits during duty hours.

ARTICLE XXV - TEMPORARY APPOINTEES

Section A A temporary appointee may be employed to fulfill the duties of a regularly employed teacher on leave of absence. All articles of this Agreement shall apply to temporary appointees except Reduction in Teaching Staff, Leaves of Absence, Summer School, and the insurance benefits provisions of Compensation Schedules.

Section B Temporary appointees shall be compensated at a daily rate equal to their proper placement on the teachers' salary schedule.

Section C Temporary appointees shall be credited with one (1) sick leave day per month which shall not be cumulative from one year to the next. They shall be credited with one (1) emergency leave day for each three (3) months or major portion thereof.

Section D Insurance benefits for temporary appointees shall be the same as for substitute teachers.

Section E The number of days worked as a temporary appointee will be considered in staffing regular teaching positions.
ARTICLE XXVI - LEAVES OF ABSENCE

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

Section A Sick Leave

1. Sick leave with pay will be granted to a teacher if the teacher presents a personal affidavit or a certificate of a reputable physician stating that the teacher or a member of the teacher's "immediate family" was ill on the day or days absent and providing the teacher has not exhausted current or accumulated sick leave credit.

2. All teachers shall be credited with ten (10) days sick leave per school year.

3. Sick leave will be credited on the initial day of employment and shall accumulate without limitation. All sick leave granted under this section shall be in units of full days.

4. Teachers may not engage in any gainful employment while on sick leave.

5. If any teacher uses all accumulated sick leave and is still unable to return to assigned duties, the teacher shall apply for and be placed on unpaid medical leave of absence in accordance with Section B 2 of this article. A teacher 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.

"Immediate Family" means the teacher's spouse, children, including stepchildren, parent, and spouse's parents without reference to the location of residence of said relative.

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 the Division of Personnel Services.

2. Whenever any teacher has been advised by a physician or otherwise knows of an interruption of teaching duties due to anticipated medical reasons and which may reasonably be expected to last thirty (30) or more days, the teacher shall notify the Division of 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 teacher is to retain the same assignment.

3. The teacher shall notify the Board 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 Board will keep the teacher's assignment available upon
resumption of teaching duties provided:
   a. such assignment has not been eliminated during the teacher's
      absence for any valid reason
   b. the teacher's planned absence does not exceed ninety (90) days.

Section C Emergency Leave

For the purpose of this 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. personal legal matters which cannot be transacted outside school
      hours which require appearance in court or consultation with an
      attorney
   c. emergency situations resulting from natural disasters; i.e.,
      tornado, flood (specify exact reason)
   d. such other reasons of emergency or extraordinary nature as
      approved by the Assistant Superintendent, Division of Personnel
      Services. (Letter of explanation required.)

2. All teachers shall be credited with three (3) days of emergency leave
   per year. Emergency leave will be credited on the initial day of
   employment and will not accumulate from year to year. All emergency
   leave granted under this section will be granted in units of full
days.

Section D Personal Leave

1. All teachers shall be credited with two (2) days of personal leave per
   year. The use of these days shall be at the teacher's discretion.

2. Personal leave will be granted upon request to teachers 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.

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

1. A teacher adopting a child shall upon request be granted an unpaid leave to commence at any time after receiving de facto custody of said child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.

2. The Board will keep the teacher's assignment available upon resumption of teaching duties provided:
   a. such assignment has not been eliminated during the teacher's absence for any valid reason
   b. the teacher has requested such leave at least four (4) weeks prior to the anticipated date on which the leave is to commence
   c. the teacher's planned absence does not exceed ninety (90) days.

3. A single adoption leave shall be granted for a period of no more than two (2) consecutive school years upon written request by the teacher to the Division of Personnel Services.

Section F Child Rearing Leave

1. A teacher upon request shall be granted an unpaid leave for the purpose of rearing the teacher's child(ren).

2. The Board will keep the teacher's assignment available upon resumption of teaching duties provided:
   a. such assignment has not been eliminated during the teacher's absence for any valid reason
   b. the teacher has requested such leave at least four (4) weeks prior to the anticipated date on which the leave is to commence
   c. the teacher's planned absence does not exceed ninety (90) days.

3. A single child rearing leave shall be granted for a period of no more than two (2) consecutive school years upon written request by the teacher to the Division of Personnel Services.

Section G Instructional Improvement Leave

1. Upon approval of the principal or immediate supervisor and the Regional Superintendent teachers may be excused from regular duties without loss of pay to participate in observations, workshops, in-service days, or other activities devoted to the improvement of curriculum and/or instruction.

2. Applications for paid instructional improvement leave under this section shall be submitted in accordance with established procedures.

3. There shall be no limitation on the number of leave days used consecutively for instructional improvement leave.
Section H Professional Leave

A leave of absence of up to two (2) years shall be granted to any teacher upon application for educational or professional purposes. Upon return if the teacher submits evidence in accordance with established procedures that this leave was used for the stated purpose for which it was granted, the teacher shall be placed on the salary schedule at the level which would have been achieved had the teacher 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.

Section I Military Leave

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

Section J Political Activity Leave

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

Section K Jury Duty Leave

Any teacher 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 teacher may be entitled.

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

1. A copy of the jury duty subpoena must be provided to the school principal or immediate superior 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 Director of Finance.

3. Compensation received for jury duty must be endorsed in favor of the Board and delivered to the principal or immediate superior for transmittal to the Director of Finance.
4. If the total amount received for jury duty includes travel expense, a personal check (payable to the Jefferson County Board of Education) for the amount of compensation received for jury duty service only and excluding the travel expense portion should be delivered to the principal or immediate superior for transmittal to the Director of Finance.

Section L Association President Leave

The Board shall upon request grant a full time leave to the president of the Association for the school year for which the president is elected, without the loss of salary, step increment, or Board paid fringe benefits, subject to reimbursement to the Board by the Association.

The basis of reimbursement for such leave shall be all costs incurred by the Board resulting from the leave. Following the leave the teacher will be returned to the assignment held prior to leave. In the event the assignment is not available, the teacher will be given a comparable assignment.

Section M Association Leave

The Board shall grant the Association an annual maximum of one hundred seventy-five (175) leave days as requested for teachers for attendance at regional, state or national meetings or for the conduct of necessary Association business. The allocation of such paid Association leave days shall be determined by the Association except that no teacher shall use more than eight (8) days per school year. The Association may authorize a maximum of five (5) teachers to be exempt from the eight (8) day per year limitation. When a teacher uses Association leave who is exempt from the eight (8) day limitation the Parties shall meet and plan how to minimize any adverse effect resulting from the teacher’s absence. This may include the use of a substitute teacher serving as an assistant for which the cost shall be reimbursed to the Board by the Association. The Association will reimburse the Board for the cost of any substitute teacher pay for these leave days.

Section N Resumption of Benefits Following Leave

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

Section O Length of Consecutive Leaves of Absence

The Board may deny Adoption Leave, Child Rearing Leave, or Professional Leave when the granting of such leave would result in 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 a teacher. Time while a teacher is on unpaid Professional 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 Court Appearance Leave

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

Section Q Notarizing Leave Affidavits

The principal will make arrangements for notarizing without charge the personal affidavits of teachers for leave where required.
### ARTICLE XXVII - COMPENSATION SCHEDULES, 1979/80

Section A Teachers Salary Schedule (185 days)

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<td>1.858</td>
<td>20,486</td>
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</tbody>
</table>

1. $800 Increment for earned doctorate (Rank I+) in subject fields or areas approved by the State Board of Education for certification purposes.

2. Longevity Increments for creditable experience as recognized by the Jefferson County Public Schools.
   a. 20 years creditable experience - $300
   b. 25 years creditable experience - $500

3. Teachers paid on this schedule shall be provided with the choice of a 21 or 26 Pay Plan.
Section B  Insurance Benefits

1. Health and hospitalization insurance on single premium basis or same premium dollar amount for Health Maintenance Organization - full premium paid by State.

2. $3,000 term life insurance - full premium paid by State.

3. Term life insurance equal to pay on the Teachers Salary Schedule - full premium paid by Board.

4. Cancer insurance for individuals - full premium paid by Board.

5. Long term disability income protection insurance - full premium paid by Board.

6. Voluntary Employee Group Insurance Program - full premium paid by employee through payroll deductions (any or all coverages)
   a. Homeowners or Renters Insurance
   b. Automobile Insurance
   c. Permanent Life Insurance - Employee and Family
   d. Term Life Insurance - Employee and Family
   e. Accidental Death and Dismemberment Insurance - Employee and Family
   f. Legal Services - Employee and Family

*For full-time teachers working on limited or continuing contract.
### Section C  Extra Service Pay Schedule

#### 1. Athletic and Related Activities (Senior High Schools)

<table>
<thead>
<tr>
<th>Index</th>
<th>0</th>
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<th>2</th>
<th>3</th>
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</thead>
<tbody>
<tr>
<td>Steps</td>
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| Position                  | 1.2 | 1.0 | .6  | .6  | .6  | .6  | .6  | .6  | .5  | .4  | .4  | .4  | .4  | .35 | .35 | .35 | .35 | .35 |
|---------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Athletic Director         | $1493 | $1726 | $1959 | $2192 | $2425 |
| Head Football             | 1244 | 1438 | 1633 | 1827 | 2021 |
| Head Basketball           | 1244 | 1438 | 1633 | 1827 | 2021 |
| Asst. Football            | 747  | 863  | 980  | 1096 | 1213 |
| JV Basketball             | 747  | 863  | 980  | 1096 | 1213 |
| 9th Grade Basketball      | 747  | 863  | 980  | 1096 | 1213 |
| Track                     | 747  | 863  | 980  | 1096 | 1213 |
| Baseball                  | 747  | 863  | 980  | 1096 | 1213 |
| Wrestling                 | 747  | 863  | 980  | 1096 | 1213 |
| Cheerleaders              | 622  | 719  | 816  | 913  | 1010 |
| Drill Corps               | 622  | 719  | 816  | 913  | 1010 |
| Cross Country             | 498  | 574  | 653  | 731  | 808  |
| Field Hockey              | 498  | 574  | 653  | 731  | 808  |
| Golf                      | 498  | 574  | 653  | 731  | 808  |
| Gymnastics                | 498  | 574  | 653  | 731  | 808  |
| Soccer                    | 498  | 574  | 653  | 731  | 808  |
| Swimming                  | 498  | 574  | 653  | 731  | 808  |
| Tennis                    | 498  | 574  | 653  | 731  | 808  |

1. Increment is provided each for either boys team or girls team or both teams.
2. Increment is provided for the program with one team; increment times 1½ is provided when the program includes two teams.

Note: These increments based on meeting approved criteria for the activities.

#### 2. Other Activities (Senior High Schools (and YPAC))

<table>
<thead>
<tr>
<th>Index</th>
<th>0</th>
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<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
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<td>Steps</td>
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<td>Choral Director</td>
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Note: These increments based on meeting approved criteria for the activities.
3. Activities in Middle Schools

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<td></td>
<td>$249</td>
<td>$288</td>
<td>$327</td>
<td>$365</td>
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</table>

1Middle School Athletics

Increment is provided each for either boys team or girls team or both teams.

Note: These increments based on meeting approved criteria for the activities.

4. Department Head (Middle and Senior High Schools)

<table>
<thead>
<tr>
<th>Teachers in Department</th>
<th>2-3 teachers</th>
<th>4-6 teachers</th>
<th>7 or more teachers</th>
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<tr>
<td></td>
<td>$200 per school year</td>
<td>$350 per school year</td>
<td>$700 per school year</td>
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5. Extra Service Pay Schedule increments are paid only for services actually rendered.

Section D Summer School Pay

1. Vocational teachers employed in the Summer School will be paid at their regular daily rate prorated to the number of hours.

2. Teachers employed in the tuition-funded Summer School will be paid at the rate or $8.00 per hour.
ARTICLE XXVIII - MISCELLANEOUS

Section A The Board's procedure for placement of student teachers shall contain a provision which provides the teachers 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 Board's procedure for selection of teachers to curriculum writing and textbook selection committees shall contain a provision which provides teachers with an opportunity to request an assignment to such committees. The Association will be involved in the development of this provision in the procedure.

Section C The Parties recognize that teacher training institutions accredited by such organizations as the National Council for Accreditation of Teacher Education (NCATE), the Southern Association of Colleges and Schools (SACS), and other regional accrediting associations promote adherence to worthy standards. The Board will make an effort to employ new teachers who are graduates of these accredited institutions.

ARTICLE XXIX - GRIEVANCE PROCEDURE

Section A Definitions

1. Grievance means an allegation or complaint that there has been a violation, misinterpretation or improper application of one or more specific provisions of this Agreement or any complaint alleging improper, arbitrary or discriminatory conduct.

2. Grievant means the person(s) or Association making the allegation or complaint.

3. Party-in-interest means the person(s) or Association making the allegation or complaint or any party who might be required to take action or against whom action might be taken in order to resolve the grievance.

4. Immediate Supervisor means -
   (a) The principal or school center head
   (b) The principal or school center head with whom the grievance has been filed when the teacher is assigned to more than one location
   (c) The administrator by whom the teacher is evaluated when the teacher is not assigned to an individual school location.

Section B Purpose

1. The purpose of this Grievance Procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise affecting the welfare or working conditions of teachers. The Parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association after Level I A has been given an opportunity to be present at such adjustment and to state its views.

Section C Representation

A grievant may be represented by the Association at all stages of the Grievance Procedure after Level I A.

Section D Procedure

Since it is important that grievances be processed as rapidly as possible, the timetable specified at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

In the event a grievance is filed at such a time that it cannot be processed through all the steps in this Grievance Procedure by the end of the school year, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

Level I A A teacher with a grievance shall first inform the immediate supervisor or the appropriate administrator within fifteen (15) days of awareness of the incident or condition which is the basis of the grievance with the objective of resolving it informally.

Level I B If the grievant is not satisfied with the disposition of the grievance a meeting with the school center head shall be held with the objective of resolving the grievance informally.

Level I C If the grievance is not resolved informally the grievant may file the grievance in writing with the immediate supervisor or appropriate administrator. The immediate supervisor or appropriate administrator shall respond in writing within three (3) days.

Level II If the grievant is not satisfied with the disposition of the grievance at Level I C, or if no decision has been rendered within three (3) days after receipt of the grievance, the grievant may within ten (10) days submit the written grievance to the Regional Superintendent/designee with copies to the Superintendent/designee, the administrator, and the Association. The Regional Superintendent/designee shall have five (5) days to resolve the grievance or write a decision which shall be submitted to the grievant with copies to the Superintendent/designee, the administrator, and the Association.

The Superintendent/designee shall have a hearing within five (5) days after receipt of the written decision of the Regional Superintendent/designee. The Superintendent/designee shall have a written decision seven (7) days after receipt of the written decision of the Regional Superintendent/designee.
If the grievant is not satisfied with the disposition of
the grievance at Level II, or if no written decision has been rendered
within twelve (12) days after the grievance has been submitted at
Level II the Association may submit the grievance to arbitration. The
Association shall notify the Superintendent/designee within twenty-
five (25) days. If a question as to the arbitrability of an issue is
raised by either party, such question shall be determined in the first
instance by the arbitrator.

Within five (5) days from the date of the receipt of the request
for arbitration, the Parties shall request the Federal Mediation and
Conciliation Service (FMCS) to provide a list of five (5) impartial
persons qualified to act as arbitrators. The Parties shall meet
within three (3) days after the receipt of such a list. The Parties
will each strike one arbitrator’s name from the list of five (5) and
will then repeat the procedure. The remaining person shall be the
duly selected arbitrator.

The arbitrator shall have authority to hold hearings and make
procedural rules consistent with this Agreement. Such hearings shall
be held as promptly as practicable after the request for arbitration
and the arbitrator shall issue the decision within a reasonable time
but no later than sixty (60) days after the date of the close of the
final hearing. If the Parties mutually agree, hearings may be waived
and the arbitrator’s decision made on the basis of final statements
and evidence submitted to the arbitrator.

The arbitrator shall be without power or authority to alter,
amend or modify any of the terms of this Agreement or to make any
decision which requires the commission of an act prohibited by law or
which is violative of the terms of this Agreement. The decision of
the arbitrator will be submitted in writing and shall set forth
findings of fact and conclusions to the Parties and will be final and
binding on the Parties, unless rejected by a four-fifths (4/5) vote of
the Board voting at a public meeting to be held within fifteen (15)
days. Prior to the Board voting the Association shall have the right
to have a representative appear and present the Association’s
position. The costs for the services of the arbitrator, including per
diem expenses if any, travel and subsistence expenses and the cost of
any hearing room will be borne equally by the Parties. All other
costs will be borne by the party incurring them.

Section E Grievances Filed at Level Above Immediate Supervisor

If grievances arise from action or inaction on the part of an administrator
at a level above the immediate supervisor the grievant may file such grievance
in writing at Level II after first attempting to resolve it informally. If the
grievance is not resolved it shall be processed through the applicable steps of
Section D. The Association may process such a grievance through all levels of
the procedure.

Section F Grievance Meetings and Hearings

All meetings and hearings provided for by this Grievance Procedure shall be
held in private and shall include only such parties in interest, their
representative(s), and witnesses as necessary.
Section G Grievance Records

All official records of processing a grievance shall be filed separately from the personnel file of the grievant.

Section H Grievance Forms

Grievance forms and other necessary documents will be prepared jointly by the Superintendent/designee and the Association. The Association shall have the responsibility for appropriate distribution of the forms for filing grievances. The costs of grievance forms will be borne by the Board.

Section I Miscellaneous

1. The Board and the Association shall make available upon written specific request to the other such information as is necessary to effectually process grievances.

2. Neither the Board nor the Association shall assert or submit any ground or evidence before a grievance arbitrator which has not been previously disclosed to the other party.

3. The Association and the aggrieved party will be required to exhaust this Grievance Procedure including arbitration before seeking alternative remedies, provided that by doing so they will not be deemed to have waived or otherwise prejudiced any constitutional, statutory, or other legal rights that they may have.

4. If in the judgment of the Association a grievance affects a group or class of teachers, the Association may initiate and submit such a grievance in writing. When such a grievance arises outside of a building the Association will attempt to resolve it informally before processing it through the applicable steps of Section D, starting at Level II. The Association may process such a grievance through all levels of the procedure.

5. When it is necessary for the aggrieved party, a Grievance Representative and/or other representative designated by the Association to participate in a mutually scheduled grievance meeting or hearing during the school day, the party will, upon notice to the principal or appropriate administrator by the Association be released without loss of pay as necessary in order to permit participation in the meeting. Any teacher whose appearance is necessary in such meetings or hearings as a witness will be accorded the same right.

6. Decisions rendered at Levels I C and II of the Grievance Procedure will be in writing, setting forth the decision and the reason therefor and will be transmitted promptly to all parties-in-interest and to the Association. Decisions rendered at Level III will be in accordance with the procedure set forth in Section D, Level III.
ARTICLE XXX - NEGOTIATION OF A SUCCESSOR AGREEMENT

The Parties agree that negotiation on a successor Agreement will begin no later than April 1 of the calendar year in which this Agreement expires.

ARTICLE XXXI - RESOLUTION OF IMPASSE

Section A An impasse may be declared by either party. These procedures shall be followed for resolving negotiation impasse.

1. The Parties shall first attempt to mutually agree upon a mediator.

2. If the Parties fail to agree on a mediator within three (3) days of the declaration of impasse, the mediator shall be selected in accordance with the procedures of the Federal Mediation and Conciliation Services (FMCS).

3. If the mediator is not successful in resolving the impasse within ten (10) days a Factfinding Panel shall be selected. The Panel shall consist of the following: one member appointed by the Board and one member appointed by the Association, such appointments to be made within five (5) days. These two members shall within five (5) days appoint a third member to the Panel who shall serve as chairperson. If they cannot agree within five (5) days on the chairperson the FMCS shall be requested to submit to the Parties a list of three (3) persons qualified to serve as chairperson. The nominees must be available to begin serving within ten (10) days.

   After receiving the list of nominees the Parties shall within five (5) days exchange the names of two (2) nominees they desire to scratch. If the Parties do not have a single choice for chairperson or if the Parties do not have the same second choice the chairperson shall be the person receiving one second choice vote.

4. The Factfinding Panel shall investigate, make findings of fact and recommend a solution. The written findings and recommendations of the Panel shall be presented to the Parties within ten (10) days from the time the chairperson is appointed; however, by mutual agreement the Parties may extend this time limit.

5. The Parties shall notify each other in writing within ten (10) days after the written findings and recommendations have been made as to whether they accept the advisory recommendations of the Factfinding Panel.

6. In the event either party does not accept the Factfinding Panel's recommendations such written notification shall include the specific findings and recommendations which the party disagrees with and the reason for such disagreement. If either party does not accept the recommendations, the Panel shall publicize its findings of fact and recommendations.
Any costs or expenses authorized by either party will be borne by that party. At such time as the procedure of the Factfinding Panel is invoked costs of this third member of the Panel will be borne equally by the Parties. Any costs or expenses of the mediator or any costs and expenses of the chairperson of the Panel shall be borne equally by the Parties.

Section B The Parties may mutually agree to reduce or increase the timelines in this article.

ARTICLE XXXII - PRINTING THE AGREEMENT

Copies of this Agreement shall be printed by the Board and distributed to all teachers now employed and hereafter employed. The Board shall furnish a reasonable number of copies of the Agreement to the Association for its use.

ARTICLE XXXIII - SAVINGS CLAUSE

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

ARTICLE XXXIV - DURATION

Section A This Agreement shall be in full force and effect from September 1, 1979 through August 31, 1982 with the exception of Compensation Schedules for the school years 1980/81 and 1981/82.

Section B The Board agrees to take such action as is necessary to give full force and effect to the provisions of this Agreement. The Board shall make no change in past policy, rule or practice affecting teachers wages, hours or working conditions without mutual agreement between the Board and the Association. This Agreement shall supersede any rules, regulations or practice of the Board which 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.

Section D This Agreement is made and entered into on this 20th day of August, 1979 by and between the Jefferson County Board of Education and the Jefferson County Teachers Association.
Board of Education of Jefferson County, Kentucky

B. Young, Jr., Chairman
E. C. Grayson, Superintendent
David DeKuzzo, Chief Deputy
Claude Purvis, Director
Contract Administration
Chief Negotiator

Jefferson County Teachers Association

Lloyd R. May, President
Martin L. Bell, Executive Director
Chief Negotiator
Charlotte McCormick, Chairperson
Negotiation Team
Jane Charmoli, Co-Chairperson
Negotiation Team
JEFFERSON COUNTY BOARD OF EDUCATION NEGOTIATION TEAM

Claude Purvis, Chief Negotiator
Director of Contract Administration

Frank Collesano, Director
Planning and Budgeting Services

William Craigmyle, Director
Secondary Education

Minor Daniels, Director
Employee Relations

Charles Grissett, Treasurer
Jefferson County Public Schools

Geneva Hawkins, Principal
Western Middle School

Mary Anna Lowry, Principal
Rutherford Elementary School

Dawson Orman, Deputy Superintendent
Department of School Operations

Frank Rapley, Assistant Superintendent
Division of Management and Budget

Milton Russman, Principal
Bloom Elementary School

Hughlyne Wilson, Assistant Superintendent
Division of Personnel Services

June Boyd, Secretary

JEFFERSON COUNTY TEACHERS ASSOCIATION NEGOTIATION TEAM

Martin L. Bell, Chief Negotiator
Executive Director

Pat Carey, CORE
Newburg Middle School

Jane Charmoli, Fourth Grade
Kenwood Elementary School
Past President

Harris Hagerthey, Science
Stuart High School

Lloyd R. May, Math
Westport High School
President

Mark McCaulley, Horticulture
Mill Creek Voc. Rehab. Center

Charlotte McCormick, First Grade
Kerrick Elementary School

Judy Sharp, CORE
Kammerer Middle School

Laura Wilberding, Reading
Sanders Elementary School
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NOTE: A hyphen (-) separates the page and line numbers, commas (,) separate line numbers.

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Respondent:

We now have on file a copy of your collective bargaining agreement(s): covering the Teachers with the Jefferson County Teachers Association.

We would appreciate your sending us the following information to complete our files:

Number of employees covered 5302.

Please return this form with your information in the enclosed envelope which requires no postage.

Thank you for your cooperation.

Sincerely yours,

JANET L. NORWOOD
Commissioner

BLS 2453 (Rev. January 1980)