

JUNE 9, 2003

TO: BOARD OF EDUCATION  
JEFFERSON COUNTY PUBLIC SCHOOL DISTRICT

FROM: STEPHEN W. DAESCHNER  
SUPERINTENDENT

SUBJECT: MEMORANDUM OF AGREEMENT WITH THE  
JEFFERSON COUNTY TEACHERS ASSOCIATION

RECOMMENDATION: I recommend the Board of Education approve the attached Memorandum of Agreement with the Jefferson County Teachers Association and add the elementary gold days to the approved calendars as appropriate.

RATIONALE: The Jefferson County Teachers Association (JCTA) and the District labor agreement was last negotiated two years ago and is not scheduled to expire until June 30, 2004. Since last negotiated, the Association and the District have identified areas of mutual concern and /or interest. As a result, to the mutual benefit of the District and the Association, the parties engaged in dialogue in an effort to reach an agreement to address these areas of concern/interest. The attached recommended Memorandum of Agreement is the product of those discussions. Both the administration and JCTA believe that approval of the Memorandum is in the best interest of both parties.

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Attachment

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**MEMORANDUM OF AGREEMENT**  
**BY AND BETWEEN**  
**THE JEFFERSON COUNTY BOARD OF EDUCATION**  
**AND**  
**THE JEFFERSON COUNTY TEACHERS ASSOCIATION**

1. Part-time teachers shall, effective July 1, 2003, accrue two (2) personal leave days per year. The use and accumulation of these days shall be in accordance with the provisions as outlined in Article XXXVI - Leaves of Absence, Section D - Personal Leave.
2. Effective July 1, 2003, the supervision and continuation of the Jefferson County Teachers Association/Jefferson County Board of Education New Teacher Mentoring Program shall be under the complete control of the Jefferson County Board of Education.
3. Effective with the 2003-2004 school year the duly elected President of JCTA will be assigned by the District to the Association for the duration of his/her 187-day contract. 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 shall be considered in an active duty status and shall receive compensation and benefits in accordance with the labor agreement covering teachers. Should the Association elect to extend the President's work year beyond the 187 days the Association will reimburse the District for any cost associated with the extension.
4. ECE Class Sizes shall be modified as set forth in Appendix A of this Memorandum of agreement.
5. Elementary Gold Days shall be increased under the terms and conditions as outlined in Appendix B of this Memorandum Of Agreement for the 2003-2004 school year. Student days shall be reduced by two (2). These two (2) student days shall be replaced by two (2) Elementary Gold Days. The length of the elementary teacher workday shall remain as outlined in "Article XI -Teaching Load and Duty Hours". Five (5) minutes per day shall be added to the student instructional time and twenty-five (25) minutes shall be added to the teacher contractual planning time. Half (1/2) of each Gold Day shall be reserved for grade group, team, or department meetings for purposes such as analyzing student work, reviewing portfolio inventories, designing open response questions, developing graphic organizers and other instructional tools, developing unit assessments, using Core Curriculum Guides for grade group, team or department planning and lesson development, disaggregating and/or monitoring student data and developing strategies to address the key findings, and formulating grade group, team, or department plans for applying learnings from the school's professional development sessions
6. Any and all District-wide committees shall have Jefferson County Teachers Association representation. All such representation shall be appointed by the President of the Jefferson County Teachers Association. Nothing contained herein shall preclude the District from appointing additional teachers to committees that are not appointed by the Association.
7. The Jefferson County Teachers Association agrees that students that are not performing above novice represent a daunting challenge. In an effort to affect positive change for these students, Jefferson County Teachers Association is committed to working with the Jefferson County Board of Education. To that end the Association and the District agree:

\*JCTA agrees to work with the JCBE in an effort to provide the Superintendent of schools the ability to select the Principal at a limited number of low performing schools.

\*JCTA agrees to work with the JCBE in exploring the possibility of JCBE providing childcare at certain low performing schools.

\*JCTA will work in cooperation with JCBE in an effort to provide voluntary extended PD days for low performing schools.


\*JCTA will work in cooperation with JCBE to provide limited student loan payments and/or assistance in obtaining Rank II for selected teachers that choose to teach at low performing schools.

8. Jefferson County Teachers Association dues deductions shall be increased from the current sixteen (16) deductions to twenty (20) deductions.
9. Occupational therapists and physical therapists shall be considered a part of the Jefferson County Teachers Association bargaining unit effective July 1, 2003. Affected employees shall have the opportunity to sign a dues waiver before July 1, 2003 if they so choose.
10. The District agrees to permit the Association access to the email system and the same rules found in the labor agreement that govern use of the school system's courier service by the Association shall apply. In addition, the Association agrees to abide by the District's "JCPSNet Employee Acceptable Use Policy".
11. The District and the Association agree that items #3 and #4, above will be incorporated into the successor labor agreement for the Agreement scheduled to expire June 30, 2004.

Agreed to by and for the Jefferson County Board of Education and Jefferson County Teachers Association on June 9, 2003.



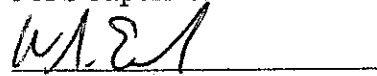
Brent McKim  
JCTA President



Stephen B. Neal  
JCTA Executive Director



Stephen Daeschner  
JCPS Superintendent



W.S. Eckels  
JCPS Executive Director  
Human Resources

### Proposed Revisions to Caseload and Class Size for Exceptional Child Education Units

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

<b>Disability and Class Plan</b>	<b>Caseload</b>	<b>Total Age Range for Caseload</b>	<b>Maximum Number Per Period</b>	<b>Age Range per Period</b>
<b><u>Visually Impaired</u></b>				
<b>Special Class</b>	10	6 Years	NA	NA
<b>Resource</b>	10	6 Years	8	4 Years
<b><u>Hearing Impaired</u></b>				
<b>Special Class</b>	6	4 Years	NA	
<b>Resource Room</b>	8	6 Years	8	4 Years
<b><u>Physically Disabled and Other Health Impaired</u></b>				
<b>Special Class</b>	16	6 Years	NA	NA
<b>Resource Class</b>	20	6 Years	10	6 Years
<b><u>Speech-Language</u></b>	65	NA	NA	NA
<b><u>Emotional-Behavioral Disability</u></b>				
<b>Special Class</b>	8	4 Years	NA	NA
<b>Resource Class</b>	15	6 Years	8	4 Years
<b><u>Mild Mental Disability</u></b>				
<b>Special Class</b>				
Primary-6	15	4 Years	NA	NA
Secondary 7-12	15	4 Years	NA	NA
<b>Resource Class</b>				
Primary – 5	15	6 Years	8	4 Years
6	15	6 Years	10	4 Years
Secondary 7 - 12	20	6 Years	10	4 Years