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AGREEMENT
BETWEEN THE
JEFFERSON COUNTY
BOARD OF EDUCATION
AND THE
JEFFERSON COUNTY ASSOCIATION OF EDUCATIONAL SUPPORT PERSONNEL

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Name

JCBE-JCAESP AGREEMENT, 2005 - 2010

Distributed to Employees by:

Jefferson County Association of Educational Support Personnel

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Jefferson County Public Schools
Equal Opportunity/Affirmative Action Employer

Table of Contents

Articles	Page Number
1	4
2	6
3	6
4	6
5	9
6	10
7	11
8	11
9	12
10	12
11	18
12	23
13	24
14	25
15	25
16	27
17	27
18	28
19	29
20	31
21	31
22	32
23	35
24	35
25	35

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Negotiation Teams

37

ARTICLE 1 - DEFINITIONS

As used in this Agreement the following definitions apply:

1. Employer means the Jefferson County Public Schools District, an independent agency and instrumentality of the Commonwealth of Kentucky.
2. Union means the Jefferson County Association of Educational Support Personnel, affiliated with the American Federation of State, County and Municipal Employees (AFSCME) Council 62 Local 4011.
3. Employee means any person included in the representation unit (as defined by Article 3, Recognition).
4. Promotional opportunity means a position resulting in an increase in compensation.
5. Confidential/Essential Employee means the Superintendent is authorized to determine that employees holding certain jobs are not eligible for representation by the Union because of the nature of their work or the information to which they have access. The employees shall be referred to as confidential essential employees and shall not be included in the bargaining unit.
6. Overstaff means a condition where a Job Family IA employee's position is eliminated at a specific location and the employee is involuntarily placed on the transfer list.
7. Members or Membership means only those employees in the representation unit belonging to the Union.
8. Superintendent/designee means the Superintendent of Schools of Jefferson County, Kentucky or an administrator or supervisor authorized to act on behalf of the Superintendent in the administration of this Agreement.
9. Days means days of the week, excluding Saturday, Sunday, and holidays.
10. Length of service means amount of time in active pay status while assigned to a job classification(s) as an initial probationary or permanent employee, whichever is applicable, from first compensable day following last break in service computed in years; ties to be broken by seniority.
11. Seniority means the total amount of continuous time from the first compensable day as an initial probationary or permanent employee following last break in service including all approved paid and unpaid leave; ties to be broken by the largest sum of the final four (4) digits of the employee's Social Security number.
12. Vacancy means a permanent full-time position in the administrative organization approved by the Board, funded in the budget, and released for staffing which does not have a regular full-time employee of record assigned to it.
13. Red lined means salary will be held at the current level adjusted upward only at the rate of one-half of any cost-of-living raise that might be granted until the schedule matches the employee's salary.

ARTICLE 2 - EMPLOYER RIGHTS

1
2 Except as limited by the provisions of this Agreement, law, regulations and code, the Employer
3 does hereby have and retain, solely and exclusively, all managerial rights and responsibilities
4 which shall include, but not be limited to, the right to determine policies, rules, regulations and
5 procedures of the Employer; to establish, amend or modify an overall budget; to establish,
6 change, combine or abolish job classifications or the job content of any classification; to
7 discipline employees (with just cause); to relieve employees from duty for lack of work or other
8 legitimate reasons or lessen their duty; to hire and promote employees; to determine the
9 starting and quitting time and the number of hours and shifts to be worked; to expand, reduce,
10 alter, combine, or cease any job operation or service; to control and regulate the use of
11 machinery, equipment and other property of the Employer, to introduce new and improved
12 research, development and services, and technology; to determine the number and types of
13 employment required and to assign work to such employees in accordance with the
14 operational needs of the school district; and direct the work force.
15
16

17 ARTICLE 3 - RECOGNITION

18
19 The Union is recognized as official representative of regular, full-time (excluding initial
20 probationary, part-time, temporary, and seasonal and substitute) clerk, secretary, bookkeeper,
21 paraprofessional, and technical employees in Job Family IA, except for those holding positions
22 designated by the Superintendent as confidential/essential.
23
24

25 ARTICLE 4 - UNION RIGHTS

- 26
27 1. Dues deduction When requested by the Union, a plan shall be developed by which
28 membership dues of those eligible for representation in the Union, the Kentucky
29 Association of Educational Office Professionals, and the National Association of
30 Educational Office Professionals may be payroll deducted and remitted to the Union.
31 Membership dues for the Union will be deducted from each employee's paycheck
32 monthly in sixteen (16) equal payments, from October through May, except for those who
33 notify the Employer expressly and individually in writing during the first ten (10) days after
34 eligibility for representation or during the first ten (10) days following the effective date of
35 this Agreement that such dues are not to be deducted.
36

37 The Union is obligated to represent all employees in the representation unit but the Union
38 shall have the right to charge a predetermined fee to an employee who is not a member
39 of the Union and who seeks Union assistance when specific services are rendered to
40 that employee. Such fees-for-service shall comply with applicable state and federal
41 statutes, regulations and court orders and shall be from a predetermined fees-for-service
42 schedule. The employer shall neither collect nor deduct from wages any such
43 fees-for-service.
44

45 The Union shall save the Employer harmless against any claims, legal or otherwise,
46 which may arise there from. The Union retains the right to defend such claims.
47

- 48 2. Courier Service The Union shall have the right to use the district courier service to
49 communicate with employees covered by this Agreement only as permitted by U.S.
50 Postal regulations. Communications approved for distribution through the courier service
51 shall be specifically addressed to an individual and shall not include items of a personal
52 nature. The Union shall save the Employer harmless against claims, legal or otherwise,

1 which relate to the use of the courier service. Two (2) copies of material(s) sent through
2 the courier service, distributed on the Employer's property, or posted shall be provided in
3 advance to the Superintendent/designee, one (1) copy shall be provided in advance to
4 each chief building administrator where the material is distributed.
5

6 3. Bulletin Board The Union shall have the right to post notices of its activities and matters
7 of concern to employees represented by the Union in a conspicuous place designated by
8 the chief building administrator at each work location. A copy of any posted material
9 shall be provided to the Superintendent/designee and the chief building administrator
10 before it is posted.
11

12 4. Political Material Material endorsing or opposing a political position or candidate for
13 public office, material encouraging employees to violate any law, regulation, policy, or
14 administrative rule, or material which has as its effect the interfering with employees'
15 rights under law shall not be posted, distributed through the courier service or distributed
16 in any manner on the Employer's property by the Union or for its benefit.
17

18 The Employer agrees to deduct from the wages of any employee who is a member of the
19 Union a P.E.O.P.L.E. deduction as provided for in a written authorization. Such
20 authorization must be executed by the employee and may be revoked by the employee
21 at any time by giving written notice to the employer. The employer agrees to remit any
22 deductions made pursuant to the provision promptly to the Union together with an
23 itemized statement showing the names of each employee from whose pay such
24 deductions have been made and the amount deducted during the period covered by
25 remittance.
26

27 5. Commercial Advertising and Solicitation Material containing advertising or solicitation of
28 commercial materials, products or services (including anything for sale by an employee
29 for the employee's financial gain which is a product of their own talent or skill as well as
30 the product of an on-going commercial interest) shall not be posted, distributed through
31 the courier service or distributed in any manner on the Employer's property by the Union
32 or for its benefit.
33

34 6. Meeting Space The Union may use facilities designated by the Employer for meetings
35 before or after the employees' normal work hours for which the Union shall pay the
36 Employer's regular fees for special custodial services or damage and for which the Union
37 shall save the Employer harmless against any claims, legal or otherwise, which may
38 arise there from.
39

40 7. Union Business The Union president and/or one (1) designee and one (1) employee at
41 each work location designated by the president shall have the right exclusively to
42 transact Union business at work locations to which the employees are regularly assigned
43 at such times before and after employee duty hours and during scheduled meal and rest
44 breaks as will not interfere with or disrupt operations provided the Union
45 president/designee has previously registered with the chief building administrator and
46 immediate supervisor where applicable. The Union shall provide the
47 Superintendent/designee with a list of the names and work locations of all persons
48 authorized to transact Union business at work locations. The designee shall be either a
49 Board of Directors member or the one (1) designated "staff representative".
50

51 8. Union Leave The Union shall be entitled to designate individual employees to be granted
52 unpaid leave in an aggregate amount not exceeding one hundred seventy five (175) days
per year to be taken in full days for the conduct of necessary Union business, such

1 designation to be made in writing to the Superintendent/designee normally at least ten
2 (10) days in advance of the leave usage. The Union shall reimburse the Employer for
3 the salaries of the employees on Union leave. The parties agree that Union leave will not
4 be granted during the first five (5) days just before the school term, the first five (5) days
5 of the school term, the last ten (10) days of the school term, or in the case of school-
6 based employees, during standardized testing such as CATS and CTBS.
7

- 8 9. Employer-Union Relations Meetings The Superintendent/designee(s) shall meet monthly
9 with not more than five (5) representatives of the Union to discuss administration of this
10 Agreement and other matters of mutual concern.
11
- 12 10. Change Meetings When the Employer contemplates any change(s) in wage rates,
13 hours, compensable benefits, or procedures specifically included in this Agreement
14 which have a substantial general economic impact upon the employees the Union shall
15 be notified in advance of and, to the extent practicable, participate in discussion prior to
16 such change(s).
17
- 18 11. Board Agenda The Superintendent/designee shall provide the Union a copy of the
19 official agenda in advance of regular Board meetings except for those items privileged by
20 law.
21
- 22 12. Technology changes The Employer shall make every reasonable effort to inform the
23 Union in advance of the introduction of automation or equipment which will likely result in,
24 (a) substantial reduction or displacement of the total number of employees, (b)
25 substantial change in the job to which employees are assigned, or (c) change salary
26 classification of the jobs.
27
- 28 13. Information Exchange The Employer and the Union shall make available to each other
29 upon written specific requests any statistics and reports routinely compiled which are not
30 confidential and which are relevant to this Agreement or necessary for its proper
31 administration.
32
- 33 14. The Union shall be entitled to nominate members to serve on committees recommending
34 fringe benefit pool selections and voluntary group insurance coverages.
35
- 36 15. The Union shall be entitled to request professional leave in order that members who are
37 state and/or national officers may attend state and national conferences. The Union will
38 reimburse the district for expenses other than salary upon request. The Union shall be
39 entitled to request professional leave in order that members may attend state, national
40 and local conferences.
41
- 42 16. Modified job descriptions will be provided to the employees by the supervisor within thirty
43 (30) days of the date of change or within thirty (30) days of return to duty.
44
- 45 17. The Union building representative shall upon request be given time prior to or after each
46 faculty and/or staff meeting for brief announcements. The building communication
47 system shall be made available according to the established procedures of the facility for
48 use by an Union building representative to make brief announcements concerning
49 meetings. The Union shall be provided upon request building rosters showing the
50 names, home addresses, and assignments of all employees.
51
- 52 18. Employee Information Data The Employer shall provide the Union on a monthly basis

1 the following information by means of computer disk:
2

- 3 1. Employee's name (last, first)
- 4 2. Dues deduction status
- 5 3. Employee's social security number
- 6 4. Employee's mailing address (including zip code)
- 7 5. Employee's work location (where the checks are received)
- 8 6. Employee's seniority date
- 9 7. Current valid certificates
- 10 8. Race/sex code
- 11 9. Salary schedule placement (grade, step, hourly wage, yearly salary, days worked)
- 12 10. Employee's phone number

13
14 All copies of transfer requests, reassignment requests, and voluntary demotion requests
15 submitted by employees will be provided to the Union. All copies of waivers of rejection
16 of Union membership will be provided to the Union.
17

- 18 19. The Union shall be allowed to address newly hired employees at the conclusion of
19 orientation meetings advising them of their union rights and benefits and to solicit their
20 membership in the Union under the terms of the Agreement. All contacts will be
21 restricted to non-duty time.
22
- 23 20. The District agrees to permit the Union access to the e-mail system and the same rules
24 found in the labor agreement that govern use of the school system's courier service by
25 the Union shall apply. In addition, The Union agrees to abide by the District's "JCPS Net
26 Employee Acceptable Use Policy".
27
28

29 ARTICLE 5 - EMPLOYEE RIGHTS 30

- 31 1. The contents of this Agreement shall be applied to all employees eligible for
32 representation by the Union without regard to race, creed, color, sex, age, disability,
33 veteran status, national origin, marital status, or terms and conditions of membership in
34 the Union.
35
- 36 2. No rights of employees under the law shall be abridged by the Employer or the Union.
37
- 38 3. No employee shall be appointed, promoted, demoted, dismissed or in any way favored or
39 discriminated against with respect to employment because of political or religious
40 opinions or affiliations, ethnic origin, race, creed, color, sex, age, disability, veteran
41 status, national origin, marital status or terms and conditions of membership in the Union.
42
- 43 4. No adverse action of any kind shall be taken by the Employer or any of its agents against
44 any employee for reason of participation in Union business/activities including, but not
45 limited to participation in negotiations, the administration of the Agreement, the
46 performance of duties or the exercise of the rights of citizenship. No adverse action of
47 any kind shall be taken by the Union or any of its members or agents against the
48 Employer, the Superintendent or other administrators for reason of participation in
49 negotiations, the administration of this Agreement, the performance of duties, or the
50 exercise of the rights of citizenship.
51
- 52 5. Neither the Union/designee or the employee/designee nor the Employer shall

1 tape-record or intentionally eavesdrop on a meeting without the prior knowledge of the
2 other.

3
4 6. The private life of an employee is not within the appropriate concern or attention of the
5 Employer except when it adversely affects fulfillment of the employee's professional
6 responsibility.

7
8 7. An employee shall be afforded an opportunity to have a representative of the Union
9 present in any conference which may lead to disciplinary action.

10
11
12 ARTICLE 6 - HOURS AND OVERTIME

13
14 1. A non-compensated duty-free meal break of at least twenty (20) minutes shall be
15 provided for employees assigned to work locations with lunchrooms. A
16 non-compensated duty-free meal break of at least forty-five (45) minutes shall be
17 provided for employees assigned to work locations without lunchrooms. Such break
18 shall be assigned by the appropriate supervisor.

19
20 2. A ten (10) minute paid rest break shall normally be provided to employees for each
21 consecutive four (4) hour period of service.

22
23 3. Employees who report to work at the beginning of their regularly scheduled duty time
24 when the Employer has not attempted to notify them not to report and who are
25 subsequently relieved of duty for that day shall be paid for a minimum of two (2) hours.

26
27 4. Employees required to perform work in excess of their regularly scheduled number of
28 hours short of overtime shall be compensated for the extra hours at their scheduled
29 straight-time hourly wage rate including incentive increments and shift differentials.

30
31 5. Authorized and approved work performed in excess of forty (40) hours credited to the
32 employees per workweek shall be considered as overtime and shall be compensated at
33 the rate of one and one half (1 1/2) times the employee's scheduled straight-time hourly
34 wage rate including incentive increments and shift differentials.

35
36 6. Time worked for purposes of overtime compensation shall include approved paid leave
37 days including paid holidays.

38
39 7. Time worked for purposes of overtime compensation shall not include meal breaks,
40 docked time, unpaid leave time, or other approved unpaid absences from duty.

41
42 8. Overtime must be scheduled and approved by the principal or appropriate administrative
43 unit director.

44
45
46 ARTICLE 7 - WORKING CONDITIONS

47
48 1. Parking facilities shall be provided for the employees.

49
50 2. Employees who are required to use their personal automobile in transportation from their
51 regularly assigned work location to another location in the performance of their duties
52 shall be paid mileage at the regular rates and according to the rules established by the

1 Employer.

- 2
- 3 3. Work schedules, including beginning and ending of the workday and scheduled normal
4 meal and rest breaks as assigned by the principal or appropriate administrative unit
5 director, shall be posted or provided to the employees. An effort will be made to
6 equitably redistribute the workload when absences occur.
7
- 8 4. Employees or representatives shall be entitled to provide advice and make
9 recommendations with regard to equipment and furniture of which the employees are the
10 primary users.
11
- 12 5. Both Parties endorse the shared decision-making process and agree that employees
13 shall be involved in decisions which affect their working conditions at their regularly
14 assigned work location.
15

16
17 ARTICLE 8 - SAFETY

- 18
- 19 1. The Employer shall be responsible for providing and maintaining a safe place of
20 employment.
21
- 22 2. Each employee shall cooperate and encourage others to work in a safe manner and to
23 comply with all applicable local, state and federal policies, rules, regulations and orders.
24
- 25 3. Employees shall be responsible for reporting observed unsafe or hazardous practices or
26 conditions to the immediate supervisor or appropriate administrator who shall contact
27 duly qualified personnel who will make a timely inspection and take steps to remedy the
28 condition.
29
- 30 4. The Employer shall investigate reports by employees of unsafe or hazardous practices or
31 conditions made on the appropriate safety form and shall provide a written response to
32 such reports.
33
- 34 5. Employees shall not be required to work under conditions determined by qualified
35 administrative personnel to be detrimental to their health, safety and well-being.
36
- 37 6. Employees shall use and maintain the safety equipment and protective devices furnished
38 or required by the Employer necessary to meet recognized safety standards.
39
- 40 7. Employees, individually and through the Union, shall be entitled to present advice and
41 make recommendations to the Employer with respect to improving safety awareness and
42 practices associated with their work assignments.
43
- 44 8. The Employer/designee will meet upon request with employees required to carry monies
45 on their person off JCPS property to address the safety concerns of the employee. The
46 employee may request to have a Union representative at this meeting. The Employer
47 will provide a reserved parking space when it is determined by the immediate supervisor
48 to be appropriate.
49

50
51 ARTICLE 9 - EXTRA EMPLOYMENT

- 1 1. Employees who request it on the appropriate form within the established timelines shall
 2 be given consideration for work as temporary employees in seasonal and voluntary
 3 assignments which occur beyond their regularly scheduled work year/workday and which
 4 are directly and similarly related to their regular jobs and for which the Employer deems
 5 them best qualified. Employees who are chosen for such assignments shall be selected
 6 after laid-off personnel have been first considered and before applicants who are not
 7 currently employed by the Employer are considered.
 8
- 9 2. Those chosen as temporary employees for extra employment assignments shall be paid
 10 from the salary schedule currently in effect for temporary employees as of the time the
 11 services are rendered.
 12
- 13 3. Employees in this representation unit working as temporary employees shall be covered
 14 by Article 1, 2, 3, 5, 7, 8, 12, 15, and 21 exclusively.
 15
 16

17 ARTICLE 10 - COMPENSATION
 18

19 Section A Wages/Wage Rates
 20

- 21 1. Paydays shall be on a biweekly basis normally every other Friday except when they fall on
 22 a paid holiday, in which case they shall be the preceding workday.
 23
- 24 2. The Union shall be entitled to submit and discuss with the Employer information, opinions,
 25 and proposals on wage rates which shall not be reduced except as a result of balancing
 26 the budget.
 27
- 28 3. Employees holding degrees from accredited colleges/universities when the degree is not
 29 part of the minimum job requirements and employees holding a Professional Standards
 30 Program Certificate awarded by the National Association of Educational Office
 31 Professionals shall receive payment to be made in July of each year according to the
 32 following schedule. The employee must submit an official transcript/certificate to the
 33 Personnel Department prior to the annual payment to be eligible. The employee must be
 34 in active status in July and have worked at least 140 days during the year.
 35

PSP Certificate	\$100.00
Associate's Degree	\$ 50.00
Bachelor's Degree	\$100.00
Master's Degree	\$150.00

- 41 4. Direct deposit to one bank will be mandatory for all employees. The credit union will
 42 remain as a payroll deduction.
 43

SALARY SCHEDULE IA
2005-06

SALARY/ GRADE	Old Steps																	
	0	1	2	3	4	5	6 (1)	6 (2)	7 (1)	7 (2)	8	8 (2)	9	9 (2)	10	11	12	13
16	20.15	21.24	22.37	23.47	24.50	25.71	27.04	27.04	28.22	28.22	29.34	29.34	30.64	30.64	31.11	31.61	32.12	32.68
15	19.21	20.24	21.34	22.37	23.33	24.52	25.76	25.76	26.91	26.91	27.98	27.98	29.22	29.22	29.68	30.16	30.64	31.18
14	18.28	19.26	20.30	21.26	22.20	23.28	24.48	24.48	25.60	25.60	26.60	26.60	27.77	27.77	28.20	28.65	29.11	29.62
13	17.31	18.20	19.19	20.10	21.01	22.03	23.17	23.17	24.18	24.18	25.16	25.16	26.27	26.27	26.68	27.10	27.54	28.02
12	16.33	17.20	18.10	18.98	19.84	20.82	21.86	21.86	22.87	22.87	23.75	23.75	24.80	24.80	25.18	25.59	26.00	26.45
11	15.38	16.22	17.05	17.90	18.66	19.58	20.59	20.59	21.52	21.52	22.35	22.35	23.33	23.33	23.70	24.08	24.46	24.89
10	14.44	15.23	16.02	16.83	17.54	18.42	19.37	19.37	20.21	20.21	21.01	21.01	21.94	21.94	22.27	22.63	22.99	23.39
9	13.45	14.17	14.91	15.65	16.34	17.13	18.01	18.01	18.81	18.81	19.55	19.55	20.43	20.43	20.74	21.07	21.41	21.79
8	12.49	13.20	13.89	14.55	15.20	15.92	16.75	16.75	17.51	17.51	18.17	18.17	18.99	18.99	19.31	19.62	19.94	20.29
7	11.52	12.16	12.79	13.41	13.98	14.70	15.44	15.44	16.13	16.13	16.75	16.75	17.51	17.51	17.77	18.05	18.35	18.67
6	10.59	11.18	11.77	12.34	12.87	13.49	14.22	14.22	14.82	14.82	15.41	15.41	16.10	16.10	16.35	16.62	16.88	17.17
5	10.11	10.63	11.22	11.76	12.28	12.87	13.52	13.52	14.15	14.15	14.70	14.70	15.35	15.35	15.59	15.84	16.09	16.37
4	9.61	10.13	10.67	11.20	11.69	12.25	12.87	12.87	13.45	13.45	13.98	13.98	14.62	14.62	14.82	15.07	15.30	15.57
3	9.16	9.65	10.16	10.64	11.13	11.69	12.28	12.28	12.81	12.81	13.34	13.34	13.92	13.92	14.15	14.37	14.61	14.86
2	8.65	9.13	9.59	10.07	10.50	11.02	11.59	11.59	12.11	12.11	12.57	12.57	13.16	13.16	13.34	13.55	13.78	14.02
1	8.20	8.65	9.13	9.55	9.97	10.45	11.01	11.01	11.48	11.48	11.93	11.93	12.48	12.48	12.68	12.88	13.08	13.31

SALARY SCHEDULE IA
2006-07

SALARY/																		
GRADE	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
16	20.96	22.09	23.26	24.41	25.48	26.74	28.12	28.12	29.35	29.35	30.51	30.51	31.87	31.87	32.36	32.88	33.40	33.98
15	19.98	21.05	22.19	23.26	24.26	25.50	26.79	26.79	27.99	27.99	29.10	29.10	30.39	30.39	30.87	31.37	31.87	32.43
14	19.01	20.03	21.11	22.11	23.09	24.21	25.46	25.46	26.62	26.62	27.66	27.66	28.88	28.88	29.33	29.80	30.27	30.80
13	18.00	18.93	19.96	20.91	21.85	22.91	24.10	24.10	25.15	25.15	26.16	26.16	27.32	27.32	27.74	28.19	28.64	29.14
12	16.98	17.89	18.83	19.74	20.63	21.66	22.73	22.73	23.79	23.79	24.70	24.70	25.79	25.79	26.19	26.61	27.04	27.51
11	15.99	16.86	17.73	18.62	19.41	20.36	21.41	21.41	22.38	22.38	23.25	23.25	24.26	24.26	24.65	25.04	25.44	25.88
10	15.02	15.84	16.66	17.50	18.24	19.16	20.15	20.15	21.01	21.01	21.85	21.85	22.81	22.81	23.17	23.53	23.91	24.33
9	13.98	14.74	15.51	16.28	16.99	17.82	18.73	18.73	19.56	19.56	20.33	20.33	21.25	21.25	21.57	21.91	22.27	22.66
8	12.99	13.73	14.45	15.14	15.81	16.56	17.42	17.42	18.21	18.21	18.90	18.90	19.75	19.75	20.08	20.40	20.74	21.10
7	11.98	12.65	13.30	13.95	14.54	15.29	16.06	16.06	16.78	16.78	17.42	17.42	18.21	18.21	18.48	18.77	19.08	19.42
6	11.02	11.62	12.24	12.84	13.38	14.03	14.79	14.79	15.41	15.41	16.03	16.03	16.75	16.75	17.01	17.29	17.55	17.86
5	10.51	11.06	11.67	12.23	12.77	13.38	14.06	14.06	14.71	14.71	15.29	15.29	15.97	15.97	16.21	16.48	16.73	17.03
4	9.99	10.54	11.10	11.64	12.16	12.74	13.38	13.38	13.99	13.99	14.54	14.54	15.20	15.20	15.41	15.67	15.91	16.19
3	9.53	10.03	10.57	11.07	11.58	12.16	12.77	12.77	13.33	13.33	13.88	13.88	14.48	14.48	14.71	14.95	15.19	15.46
2	9.00	9.49	9.98	10.47	10.92	11.46	12.06	12.06	12.59	12.59	13.07	13.07	13.69	13.69	13.88	14.09	14.33	14.58
1	8.53	9.00	9.49	9.93	10.37	10.87	11.45	11.45	11.94	11.94	12.40	12.40	12.97	12.97	13.18	13.40	13.61	13.84

SALARY SCHEDULE IA
2007-08

SALARY/																		
GRADE	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
16	21.80	22.97	24.20	25.38	26.50	27.81	29.25	29.25	30.53	30.53	31.73	31.73	33.14	33.14	33.65	34.19	34.74	35.34
15	20.78	21.89	23.08	24.20	25.23	26.53	27.86	27.86	29.11	29.11	30.26	30.26	31.61	31.61	32.10	32.63	33.14	33.72
14	19.77	20.83	21.96	23.00	24.01	25.18	26.48	26.48	27.69	27.69	28.77	28.77	30.03	30.03	30.50	30.99	31.48	32.04
13	18.72	19.69	20.76	21.74	22.72	23.83	25.06	25.06	26.16	26.16	27.21	27.21	28.42	28.42	28.85	29.32	29.79	30.31
12	17.66	18.60	19.58	20.53	21.46	22.52	23.64	23.64	24.74	24.74	25.69	25.69	26.82	26.82	27.24	27.68	28.12	28.61
11	16.63	17.54	18.44	19.36	20.18	21.17	22.27	22.27	23.27	23.27	24.18	24.18	25.23	25.23	25.63	26.04	26.46	26.92
10	15.62	16.47	17.33	18.20	18.97	19.93	20.95	20.95	21.85	21.85	22.72	22.72	23.73	23.73	24.09	24.47	24.86	25.30
9	14.54	15.33	16.13	16.93	17.67	18.53	19.48	19.48	20.35	20.35	21.14	21.14	22.10	22.10	22.43	22.79	23.16	23.56
8	13.51	14.28	15.03	15.74	16.44	17.22	18.12	18.12	18.94	18.94	19.66	19.66	20.54	20.54	20.89	21.22	21.57	21.94
7	12.46	13.15	13.83	14.51	15.12	15.90	16.70	16.70	17.45	17.45	18.12	18.12	18.94	18.94	19.22	19.52	19.85	20.20
6	11.46	12.09	12.73	13.35	13.92	14.59	15.38	15.38	16.03	16.03	16.67	16.67	17.42	17.42	17.69	17.98	18.26	18.58
5	10.93	11.50	12.13	12.72	13.29	13.92	14.63	14.63	15.30	15.30	15.90	15.90	16.61	16.61	16.86	17.14	17.40	17.71
4	10.39	10.96	11.54	12.11	12.64	13.25	13.92	13.92	14.55	14.55	15.12	15.12	15.81	15.81	16.03	16.30	16.55	16.84
3	9.91	10.44	10.99	11.51	12.04	12.64	13.29	13.29	13.86	13.86	14.43	14.43	15.06	15.06	15.30	15.55	15.80	16.08
2	9.36	9.87	10.38	10.89	11.35	11.92	12.54	12.54	13.09	13.09	13.60	13.60	14.24	14.24	14.43	14.66	14.90	15.16
1	8.87	9.36	9.87	10.33	10.78	11.31	11.91	11.91	12.42	12.42	12.90	12.90	13.49	13.49	13.71	13.93	14.15	14.40

1 All salary grades and steps will increase by 3.5% effective July 1, 2005, 4% effective July 1,
2 2006, and 4% effective July 1, 2007. One additional step will be added at 1.75%.

3
4 Step increases will be applied as follows provided, effective July 1, 1992, the employee has
5 received a satisfactory annual summative job performance evaluation. Effective July 1, 1987,
6 costs for step increases will be provided as follows: One (1) step for those accumulating at
7 least 1 year credited successful experience¹ with the school system since July 1, 1985. This
8 step/experience schedule will be in effect thereafter until changed.

9
10 Career incentive increments for credited experience as recognized by the Jefferson County
11 Public Schools:

	2005-2008 per hour
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13	
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Shift Differentials: Second \$.26
 Third \$.38

24 **Section B** Insurance and Retirement

- 25
- 26 1. Health and hospitalization insurance on single premium basis or same premium dollar
27 amount for Health Maintenance Organization - when full premium paid by State
- 28
- 29 2. \$20,000 term life insurance - when full premium paid by State
- 30
- 31 3. Term life insurance equal to one (1) times annualized earnings with \$10,000 minimum
32 computed and \$50,000 maximum from appropriate placement on the Job Family IA
33 Salary Schedule - full premium paid by Employer
- 34
- 35 4. Workers compensation - full premium paid by Employer
- 36
- 37 5. Long-term disability insurance - full premium paid by Employer
- 38
- 39 6. Unemployment compensation - full premium paid by Employer
- 40
- 41 7. Liability insurance - full premium paid by Employer
- 42
- 43 8. Voluntary Employee Group Insurance Program - full premium paid by employee through
44 payroll deduction (for approved coverages recommended by Insurance Advisory
45 Committee)
- 46
- 47 9. Social Security - Employer Share
- 48
- 49 10. County Employees Retirement System (CERS) - Employer Share

¹ Credited successful experience means a minimum of 140 days of employment (180 days for 260 day employees).

1 Section C TB Tests

2
3 Required TB tests shall be provided without cost to the employee when they are obtained
4 through the services designated by the Employer.

5
6 Section D Payroll Deductions

- 7
8 1. Charitable campaigns approved by the Employer
9
10 2. Approval Tax-Deferred Annuities
11
12 3. Credit Union

13
14 Section E Fringe Benefit Pool Contribution

15
16 An amount of money equal to 3.5% of annualized regular straight time wages plus career
17 incentive increments (excluding extra earnings and overtime) prorated to amount of time for
18 which they are credited shall be paid for each employee for the purchase of one (1) or more
19 approved coverages recommended by the Insurance Advisory Committee.

20
21 A wage redistribution/reduction shall be arranged to increase the amount for the employee in
22 the Fringe Benefit Pool when the cost of the employee's selected non-cash benefits exceed
23 the allowable 3.5%. When the amount is insufficient to cover the cost of non-cash selections,
24 the balance of the cost will be paid for through wage redistribution/reduction. Fringe benefit
25 pool money shall be used toward the full cost of the selection(s).

26
27 When the employee has not made a selection or when a balance remains after selection, the
28 employee shall be deemed to have selected the cash option.

29
30 Benefits may be added or deleted because of changes in tax laws, regulations, number of
31 benefit participants, economic, or other conditions. The Union shall have first been provided
32 an opportunity to review the additions/deletions and to have given input before implementation.

33
34 Section F Early Retirement Benefit

35
36 Upon retirement from the Jefferson County Public School District, an employee shall receive
37 thirty (30) percent of the employee's unused accumulated sick leave as a cash payment (less
38 appropriate deductions) up to a maximum equal to the employee's accumulated sick leave on
39 the thirtieth (30th) year of credited service in the employee's retirement system. The cash
40 payment shall be calculated by using the employee's last year of service daily rate.

41
42 Should an employee's balance of unused sick leave fall below the number reached at the
43 thirtieth year of service, it is understood that the employee can continue to accrue sick leave
44 and will be paid up to a maximum of that reached in the thirtieth year.

1 Section A Sick Leave
2

- 3 1. Sick leave with pay shall be granted if the employee presents a personal affidavit or a
4 certificate of a reputable physician stating that the employee or a member of the
5 employee's "immediate family"³ was ill on the day or days absent and providing the
6 employee has not exhausted all of the current and accumulated sick leave credit.
7
- 8 2. Employees shall earn one (1) day sick leave per month or major portion thereof credited
9 on the basis of the number of months of employment not to exceed twelve (12) days
10 according to state statutes. The unused portion of the sick leave allowance may
11 accumulate year-to-year without limitation.
12
- 13 3. When an employee becomes ill on the job, the employee may choose to take sick leave
14 or to be docked for the time not worked. Disciplinary action shall not be taken against the
15 employee in these circumstances unless determined to be abusive. Each incident shall
16 count as a separate occurrence.
17
- 18 4. Sick leave may be taken in whole days only, except that an employee may take one-half
19 (1/2) day sick leave not more than four (4) times within a running 12-month period in
20 which case an attending physician's statement may be required.
21
- 22 5. If an employee uses all accumulated sick leave and is still unable to return to assigned
23 duties, prior to its expiration the employee may apply for and be placed on unpaid
24 medical leave of absence at which time it becomes the responsibility of the employee to
25 assume the payment of all insurance premiums not provided for in the Family and
26 Medical Leave Act, if eligible.
27
- 28 6. Unused sick leave will not be paid upon layoff, resignation from employment, or
29 discharge of employees.
30
- 31 7. A physician's written verification of illness may be required after the third occurrence⁴ of
32 absence within a work year. Excessive use of sick leave without a physician's statement
33 shall be considered cause for disciplinary action and failure to provide medical
34 documentation may result in denial of sick leave.
35
- 36 8. When an employee is to be absent from work, the principal or administrative unit
37 director/designee must be notified prior to that absence. An employee shall not be
38 required to call each day of a prolonged absence provided the employee has informed
39 the administrator during the initial notification of the specific days of anticipated absence.
40 Failure to provide timely notice of any absence may result in a denial of sick leave.
41
- 42 9. A physician's written verification of illness from an attending physician shall be submitted
43 for each absence of three (3) or more consecutive days.
44
- 45 10. A sick leave bank shall be established into which employees may voluntarily contribute
46 one (1) day from their accumulated sick leave. Only voluntary contributors shall qualify
47 for use of leave in the bank according to standards consistent with those applying to use
48 regular sick leave. A committee composed of employees selected by the Union shall be

³ "Immediate family" means the employee's spouse, children, including stepchildren, parents and spouse's parents without regard to the location of the residence of said relative.

⁴ Occurrence means a single event or episode of illness (one to many consecutive days.)

1 responsible for approving use of sick leave in the bank by employees who have
2 exhausted their leave.

3
4 Section B Medical Leave

- 5
6 1. When an employee has been advised by a physician or otherwise knows of an
7 interruption in ability to work because of known or anticipated medical reasons, the
8 employee shall notify the Department of Personnel Services and the supervisor and upon
9 request be granted an unpaid medical leave of absence. Such notice shall be in writing
10 and accompanied by an attending physician's statement indicating the anticipated date of
11 interruption in ability to work, whether the employee may resume the assignment and the
12 anticipated date of return. The employee shall not continue to work past the date
13 indicated in the attending physician's statement.
14
- 15 2. Medical leave of absence may be granted for a period of one (1) year or less and
16 renewed for one (1) additional year. At the end of the second year, if the employee is
17 unable to return to work, the employment shall be terminated.
18
- 19 3. A position shall be kept available for the employee to resume duties within the job
20 classification following return from medical leave provided:
21
- 22 a. such position has not been eliminated during the employee's absence for any valid
23 reason,
 - 24 b. the employee's planned absence does not exceed ninety (90) days,
 - 25 c. the employee would not have been laid off had leave not been taken, and
 - 26 d. the employee is medically able to fulfill the duties of the position.
27
- 28 After ninety (90) days the employee will be placed on a list for assignment to open
29 positions within the job classification when they become available.
30
- 31 4. Time for which an employee qualifies for workers compensation payments while on
32 medical leave directly resulting from accidents sustained in the course of fulfilling job
33 responsibilities shall count as service time for purposes of salary step placement when
34 combined with regularly paid days. A maximum of one (1) step shall be allowed for those
35 on workers compensation effective from July 1, 1982.
36
- 37 5. Employees who qualify for and are awarded workers compensation payments shall be
38 placed on medical leave with unused sick leave coordinated with the workers
39 compensation payments so as to sustain the level at a total of 100% regular wages.
40

41 Section C Emergency Leave

42
43 Each employee shall be credited with two (2) days of paid emergency leave per year which will
44 not accumulate from year-to-year. Emergency leave shall be granted in units of full days.
45 Proof of nature of emergency may be required.
46

47 Reasons for granting emergency leave with pay shall be:

- 48
- 49 1. death or funeral of relative by blood or marriage (specify relationship), and
 - 50 2. emergency situations resulting from natural disasters; i.e., tornado, flood (specify exact
51 reason.)
52

1 Section D Personal Leave

2
3 Each employee shall be credited with three (3) days personal leave per year which may be
4 used at the employee's discretion except that personal leave may not be taken during the first
5 five (5) days just before the school term, the first five (5) days of the school term, during one
6 two-week CATS testing cycle per school year (determined by the employee's work location),
7 the day before and after days schools are closed for holidays and Spring break except under
8 extenuating circumstances, or on the last five (5) days of the school term. The following
9 procedures are to be used in order to apply for and use personal leave:

- 10
11 1. the employee must make the request by noon on the previous work day on the form
12 provided for that purpose,
13
14 2. the request must be approved by the employee's immediate supervisor or appropriate
15 administrator on the basis that the employee's absence will not interrupt or impede the
16 work program, and
17
18 3. permission will not be unreasonably withheld.

19
20 Unused personal leave shall be carried forward to accumulate as sick leave.

21 Section E Child Rearing/Adoption/Dependent⁵ Convalescent Leave

- 22
23
24 1. An employee presenting the required evidence shall upon written request to the
25 Department of Personnel Services and the supervisor be granted an unpaid leave of
26 absence necessary to meet child adoption requirements and for the purpose of rearing
27 the employee's pre-school child(ren) or other dependent child, parent or spouse who is
28 unable to care for self in which case a physician's statement may be required.
29
30 2. A single child rearing/adoption/dependent convalescent leave shall be granted for a
31 period of no less than forty-five (45) days and no more than two (2) consecutive work
32 years or major portions thereof upon written request to Personnel Services, except that
33 such leave may be taken for less than forty-five (45) days if the employee has exhausted
34 all sick leave and the need is directly related to an illness of the child/dependent.
35
36 3. The Employer shall keep a position available for the employee to resume duties within
37 the job classification following return from the leave provided:
38
39 a. such position has not been eliminated during the employee's absence for any valid
40 reason,
41 b. the employee's planned absence does not exceed ninety (90) days, and
42 c. the employee would not have been laid off if leave had not been taken.
43

44 After ninety (90) days the employee will be placed on a list for assignment to open positions
45 within the job classification when they become available.

46 Section F Jury Duty

47
48 An employee who serves on a jury in any duly constituted local, state or federal court shall be
49

⁵ "Dependent means the employee's spouse, children, including stepchildren, parents and spouse's parents without regard to the location of the residence of said relative.

1 granted paid leave less any compensation received as jury pay, for the period of actual jury
2 service.

3
4 Employees claiming pay for jury duty leave shall comply with the following procedures:

- 5
6 1. A copy of the jury subpoena must be provided to the employee's immediate supervisor or
7 appropriate administrator promptly upon receipt of such subpoena involving jury duty
8 service.
- 9
10 2. If assigned to jury duty, the Verification of Jury Duty Form (available from the payroll
11 office) must be completed each pay period and forwarded with the Payroll Exception
12 Card to the payroll office.
- 13
14 3. A money order or personal check (payable to the Treasurer, Jefferson County Board of
15 Education) for the amount of compensation received for jury duty excluding any
16 expenses reimbursed to the employee by the court such as travel and parking shall be
17 delivered to the principal or immediate supervisor for transmittal to the payroll office.

18
19 Section G Court Appearance Leave

20
21 An employee who is summoned to a local, state, or federal court for reasons directly
22 connected with the employee's employment shall be granted paid leave after properly
23 presenting the approved form certifying the court appearance, except when the employee is a
24 plaintiff or witness against the Employer or its agents, or when the employee is a plaintiff in
25 cases without Employer sanction.

26
27 Section H Military Leave

28
29 Any employee who enters active duty shall be granted an unpaid leave for a period not to
30 exceed the initial period of service. Any employee on military leave and within ninety (90) days
31 after the employee's separation from military service shall upon written application be restored
32 to a position in the employment of the Employer, provided the employee shall furnish proof of
33 discharge or separation from service under honorable conditions and be found by a physician
34 selected by the Employer to be in a satisfactory state of health for the performance of duties.
35 Upon return the employee shall be placed on the salary schedule at the level which would
36 have been achieved had the employee remained actively employed in the system during the
37 period of absence.

38
39 Section I Vacation Leave

- 40
41 1. Twelve-month/260-day employees shall be granted vacation leave according to the
42 Employer's vacation policy and procedure. Such employees shall earn vacation leave
43 based on length of service in the district computed in years as determined by the
44 employee's seniority date plus a maximum of two (2) years credit for military service.
- 45
46 2. Vacation leave shall be credited monthly with accumulation limited to no more than two
47 (2) times earned annual rate as follows:

<u>Years of Service</u>	<u>Days Earned Per Year</u>
0 to 1	10
2 thru 10	15
11 and over	20

3. Eligible employees must have been in active pay status more than half of the workdays in a month to qualify for crediting vacation leave.
4. Employees will be charged with vacation leave only on days upon which they would otherwise work and receive pay.
5. Vacation leave shall be taken in full days.
6. Immediate supervisors, principals or administrative unit directors shall see that employees have opportunities to use vacation leave days and not forfeit them. Vacation leave shall be scheduled by the principals or administrative unit directors in accordance with operating requirements and, insofar as practicable, with the requests of employees.
7. Employees shall request vacation leave on the appropriate form as far in advance as practicable and at least ten (10) working days prior to the requested leave days. This provision may be waived by the supervisor under extenuating circumstances.
8. Upon the death of an employee or upon an employee's request within ten (10) days of resignation, layoff, or discharge cash payment shall be made for accrued vacation at the employee's scheduled wage rate prior to the date of change.
9. Vacation days will not be granted during one two-week CATS testing cycle per school year (determined by the employee's work location).

Section J Holiday Leave

Twelve-month/260-day employees shall be granted nine (9) paid holiday leave days and less than twelve-month employees shall be granted four (4) paid holiday leave days according to the Employer's policy and procedure.

Section K Political Activity Leave

1. Upon written request an unpaid leave of absence may be granted to an employee for not less than thirty (30) days or more than two (2) work years or major portions thereof for the purpose of campaigning for or serving in public office once the employee becomes a candidate for such office.
2. A position shall be kept available for the employee to resume duties within the job classification following return from leave provided:
 - a. the employee had asked that a position be kept available at the time the leave was requested,
 - b. such position has not been eliminated during the employee's absence for a valid reason,
 - c. the employee's planned absence does not exceed ninety (90) days, and
 - d. the employee would not have been laid off had leave not been taken.After ninety (90) days the employee will be placed on a list for assignment to open positions within the job classification when they become available.

Section L Education/Training Leave

1 Upon timely written request an unpaid leave of absence for not less than forty-five (45) days or
2 more than two (2) years may be granted to an employee for purposes of attending an
3 educational training program approved by the Employer and upon request and proof of need,
4 may be renewed for an additional two (2) years. Upon return, evidence shall be submitted that
5 the leave was used for stated purpose.

6
7 Section M Length of Consecutive Leaves of Absence

8
9 Child Rearing/Adoption/Dependent Convalescent Leave may be denied when the granting of
10 such leave would result in absence from duty for a period longer than two (2) consecutive work
11 years or major portions thereof without at least one (1) intervening year of active service as an
12 employee except as otherwise provided under Family and Medical Leave Act, if eligible.

13
14 Political Activity Leave may be denied when the granting of such leave would result in absence
15 from duty for a period longer than two (2) consecutive work years or major portions thereof
16 without at least one (1) intervening year of active service as an employee.

17
18 Section N Notarizing Leave Affidavits

19
20 Notary services shall be provided without charge to employees required to submit personal
21 affidavits for leaves.

22
23 Section O Resumption of Benefits Following Leave

24
25 Unused accumulated sick leave shall be restored to employees resuming service following
26 approved leave. Employees shall be responsible for making arrangements to continue
27 insurance benefits when they would otherwise be interrupted by the approved leave. The
28 Employer will provide assistance and information with the ultimate responsibility for all notices
29 remaining with the employee.

30
31
32 **ARTICLE 12 - ASSISTANCE IN ASSAULT/INJURY⁶**

33
34 The Employer shall provide assistance and support to an employee in case of alleged
35 assault/injury while the employee is fulfilling assigned duties when such assault arises out of
36 and directly results from employment responsibilities whether the assault/injury takes place on
37 or off the Employer's property.

38
39 Section A General Assistance

- 40
41 1. The immediate supervisor shall, on the form provided, report any case of alleged
42 assault/injury on an employee to the appropriate administrator who shall acknowledge
43 receipt of such report.
44
45 2. The administrator shall notify the employee of readiness to assist as follows:
46 a. Obtain from police and/or from the immediate supervisor and others relevant
47 information concerning the alleged assault/injury and offenders;
48 and
49 b. Act in other appropriate ways as liaison between the employee, the police, and the
50 courts.

⁶ As defined in criminal laws of Kentucky

1
2 Section B Legal Counsel

3
4 Legal advice shall be offered in any criminal action taken by the employee in connection with
5 the alleged assault/injury and assistance in court appearances may be provided when
6 requested by the employee and sanctioned by the Employer.

7
8 Section C Court Appearance

9
10 Time required for a summoned appearance in any criminal aspect of a legal proceeding
11 connected with the alleged assault/injury on an employee sustained in the course of fulfilling
12 employment responsibilities shall be granted as leave and shall not be deducted from sick or
13 emergency leave days when the employee has promptly provided a copy of the summons,
14 complaint, or other legal paper to the immediate supervisor.

15
16 Section D Compensation

17
18 There shall be no loss of wages resulting from an assault/injury for a period up to and including
19 one hundred eighty-five (185) days subsequent to the first day of absence related to the
20 assault/injury. The first one hundred eighty-five (185) days of absence will not be deducted
21 from sick leave. For periods longer than one hundred eighty-five (185) days the
22 reimbursement for lost wages shall be limited to benefit programs such as workers
23 compensation. Employees shall be reimbursed for the costs of medical, surgical, hospital or
24 rehabilitative services exceeding the amount of any insurance reimbursement to which the
25 employee is entitled under coverage provided by the Employer and/or State for personal injury
26 incurred as the result of an assault sustained in the course of employment.

27
28 Section E Employer Approved Physician

29
30 If there is a question about the ability of the employee to perform duties, the employee may be
31 required to select a physician for examination from a panel of qualified physicians approved by
32 the Employer. All consulting and examination fees resulting from these examinations shall be
33 paid by the Employer.

34
35
36 **ARTICLE 13 - EMPLOYER PROVIDED TRAINING**

- 37
38 1. The Employer shall establish a training committee, whose members shall include Union
39 nominated employees, to offer advice, suggestions, and opinions during the planning of
40 employee training opportunities.
41
42 2. Employees shall be compensated for required training.
43
44 3. Every reasonable effort will be made within the Employer's resources to provide training
45 opportunities for employees on a voluntary basis to strengthen their capabilities and
46 skills fulfilling their assigned duties and in qualifying for other assignments.

47 **ARTICLE 14 - EVALUATION**

- 48
49 1. The performance of employees shall normally be evaluated in writing at least annually
50 based on performance expectations for holding the job.
51
52 2. The evaluation shall be based only upon information gained over a period of time through

1 direct observation, from personal knowledge, or from any source which is demonstrable
2 as fact.

- 3
- 4 3. All observation for evaluation of work performance shall be conducted in an open and
5 non-secretive manner.
- 6
- 7 4. The evaluator shall cite strengths in performance and identify weaknesses to be
8 corrected.
- 9
- 10 5. The evaluator shall not use any information of a derogatory nature in the evaluation of an
11 employee unless the employee is: (a) provided the information within fifteen (15)
12 workdays of its receipt by the Employer; and (b) provided the opportunity to submit a
13 written response.
- 14
- 15 6. A copy of the employee's performance evaluation shall be made available to the
16 employee at the time of evaluation and shall be reviewed with the employee by the
17 appropriate evaluating supervisor prior to being submitted to the Personnel Department.
- 18
- 19 7. The employee being evaluated shall have the right to review the evaluation and file a
20 statement for attachment to it within ten (10) days by providing a copy of the statement to
21 the evaluator.
- 22 8. The employee shall sign all evaluations which indicates only that the employee has seen
23 and received a copy.
- 24
- 25 9. Any review of the evaluation forms shall involve employees selected by the Union.
- 26
- 27 10. The Union shall be entitled to nominate two (2) members of the Employee Performance
28 Evaluation Review Committee.
- 29

30
31 ARTICLE 15 - DISCIPLINE

- 32
- 33 1. Any employee disciplinary action taken shall be progressive when practicable and
34 depending upon seriousness and the employee's work record may include:
35
 - 36 a. warning
 - 37 b. written reprimand
 - 38 c. probation, reassignment and/or transfer, suspension without pay and/or
 - 39 d. discharge
- 40
- 41 2. An employee may be suspended without pay indefinitely pending completion of an
42 investigation when the allegations are of a serious nature, such as, but not limited to,
43 those included in number 5 below.
- 44
- 45 3. No employee shall be issued written reprimands, placed on probation, reassigned and/or
46 transferred, suspended without pay, or discharged unless:
47
 - 48 a. the employee could reasonably have been expected to know that disciplinary action
49 for the conduct was possible;
 - 50 b. adherence to the policy, rule, or standard is related to the orderly, efficient, and safe
51 operation of the district;
 - 52 c. a fair and objective effort has been made to identify the facts and the decision is

- 1 based on evidence;
- 2 d. the discipline is applied equitably and without discrimination; and
- 3 e. the degree of discipline is reasonably related to the seriousness of the charges
- 4 against the employee and the employee's 24-month service record.
- 5
- 6 4. In any formal disciplinary meeting, the employee may have an Union representative
- 7 present during the meeting. If the Union represents the employee in a formal disciplinary
- 8 meeting, notice shall be given in advance by the representative to the administrator
- 9 conducting the meeting.
- 10
- 11 5. Both parties understand that by policy of the employer and related administrative
- 12 procedures, after due process the following causes and others comparable in
- 13 seriousness may cause immediate discharge without warning:
- 14
- 15 a. theft of employer's property,
- 16 b. immoral conduct,
- 17 c. insubordination or disrespectful conduct,
- 18 d. fighting on employer's property or during duty hours,
- 19 e. failure to report an accident,
- 20 f. willful or negligent damage of employer's property,
- 21 g. possession or use or being under the influence of narcotics, hallucinatory drugs or
- 22 alcohol on employer's property,
- 23 h. carrying a deadly weapon while on the Employer's premises or during duty hours.
- 24 i. falsification of the Employer's records and reports.
- 25 j. failure to maintain credentials and licenses required for the job assignment.
- 26
- 27 6. Any information used in disciplinary action shall be made available to the employee at the
- 28 time the action is taken.
- 29
- 30 7. The immediate supervisor or appropriate administrator shall promptly inform the
- 31 employee of any disciplinary action and the reasons therefore.
- 32
- 33 8. It shall be the objective of those taking disciplinary action and of the employees that they
- 34 handle their roles in such a manner as will avoid embarrassment.
- 35
- 36 9. An employee disciplined in writing shall have the opportunity to make a written response
- 37 for inclusion in the personnel file within ten (10) days providing a copy to the person
- 38 taking the disciplinary action.
- 39
- 40 10. When suspension without pay or discharge is involved the employee upon request shall
- 41 be granted a meeting with the person administering the action prior to it being taken at
- 42 which time the employee shall have the right to have a representative of the Union
- 43 present.
- 44

45 ARTICLE 16 – PERSONNEL FILES

- 46
- 47 1. No document except those listed below shall be placed in an employee's personnel file:
- 48
- 49 a. Evaluations
- 50 b. Payroll records
- 51 c. Change of Status forms, re-election forms, requests/approvals of transfers and leaves
- 52 of absence forms and correspondence relating to such

- d. Transcripts, official notifications from universities/colleges
- e. Contracts of employment, job offers, responses to job offers
- f. Previous employment data
- g. Applications, references, resumes, and verification of experience and training
- h. Tests taken for a job
- i. Licenses or certifications required for a position
- j. Military service records
- k. Health data related to employment status
- l. Investigative reports and records related to pre-employment, disciplinary action and formal grievance action
- m. Police checks and arrest/court records

- 2. An employee shall have the right to view the contents of the personnel file except for previous employment data, references, and letters of recommendation at which time a representative of the Union may be present when requested by the employee. At the employee's request and expense, the employee will receive a copy of any document in the employee's file except for previous employment data, references, and letters of recommendation.
- 3. There shall not be established a separate confidential personnel file outside the Department of Personnel Services.

ARTICLE 17 – ASSIGNMENT/OVERSTAFF/REASSIGNMENT

- 1. Employees shall be assigned to duties within their job classification with consideration given to their preference and seniority provided this results in the operational needs of the district being met using the following criteria:
 - a. the attainment and maintenance of required skill levels needed for the particular type of work to be performed,
 - b. training specific to the current and requested assignments, and
 - c. number of employees with the skills and training needed.
- 2. Employees who apply in writing may be reassigned to vacancies in other job classifications within the representation unit with consideration given to their preference provided this results in the operational needs of the district being met using the following criteria:
 - a. seniority
 - b. the attainment and maintenance of required skill levels needed for the particular type of work to be performed,
 - c. training specific to the current and requested assignment,
 - d. number of employees with the skills and training needed,
 - e. overall capabilities and qualifications, and
 - f. affirmative action.
- 3. Employees who apply for jobs in those vacancies which would result in a salary increase from either a longer work year or higher salary grade shall be given preference, with consideration given to seniority, over those not employed by the school system when the Employer deems them equally qualified, which judgment is reserved solely to the Employer.

- 1
- 2 4. Interviews may be required after screening for those available applicants who possess
- 3 the identified desirable qualifications.
- 4
- 5 5. Employees subject to reassignment probation who are unsuccessful will be assigned to
- 6 the previous job classification, provided a vacant position is available.
- 7
- 8 6. A permanent full-time employee appointed by the Superintendent to a budgeted acting
- 9 position for a minimum of twenty (20) days will be paid at the grade level and step at
- 10 which the employee would be eligible if the position was held regularly. At the end of the
- 11 acting assignment, the employee's compensation will revert to the former rate of pay.
- 12
- 13 7. Overstaffed employees will be offered an opportunity to return to vacancies in the school
- 14 from which they were overstaffed within the first two weeks after school begins.
- 15
- 16 8. Overstaffed employees will be transferred by job classification to available openings
- 17 within the same job classification in seniority order in combination with those employees
- 18 who have requested voluntary transfers, district-wide.
- 19
- 20 9. Fund source changes will not be made for the purpose of causing an individual employee
- 21 to be designated as overstaffed.
- 22

23 ARTICLE 18 - TRANSFERS

- 24
- 25
- 26 1. Employees who request a transfer on the appropriate form within the established
- 27 timelines shall be transferred within their job classification from one work location to
- 28 another when there are openings in seniority order according to preference of the
- 29 employees provided this results in the operational needs of the district being met using
- 30 the following criteria:
- 31
 - 32 a. the attainment and maintenance of required skill levels needed for the particular type
 - 33 of work to be performed,
 - 34 b. training specific to the current and requested assignments,
 - 35 c. number of employees with the skills and training needed,
 - 36 d. recommendation of receiving supervisor following interview, and
 - 37 e. affirmative action.
- 38
- 39 2. Actual transfers of school-based employees may be deferred after school starts until the
- 40 forthcoming year.
- 41
- 42 3. Employees in the affected job classification shall be considered first for transfers before
- 43 vacancies are posted at least five (5) days on a district-wide basis.
- 44
- 45 4. Employees desiring a transfer will be given consideration in combination with overstaffed
- 46 employees and before vacancies are advertised.
- 47
- 48 5. The Union and all work locations shall be provided with a copy of all job postings.
- 49
- 50 6. The Employer shall make other transfers for good cause as may be necessary for the
- 51 efficient operation of the district.
- 52

1 7. The Union will be provided a vacancy list prior to the deadline for the submission of
2 transfer requests.
3

4
5 ARTICLE 19 - REDUCTION IN FORCE
6

7 Contracts with classified employees shall be renewed annually except contracts with the
8 following employees:
9

10 An employee who has not completed four (4) years of continuous active service, upon written
11 notice which is provided or mailed to the employee by the superintendent, no later than April
12 30, that the contract will not be renewed for the subsequent school year. Upon written request
13 by the employee, within ten (10) days of the receipt of the notice of non-renewal, the
14 superintendent shall provide, in a timely manner, written reasons for the non-renewal.
15

16 An employee who has completed four (4) years of continuous active service, upon written
17 notice which is provided or mailed to the employee by the superintendent, no later than April
18 30, that the contract is not being renewed due to one (1) or more of the reasons described
19 below this section.* [*Nothing in this section shall prevent a superintendent from terminating a
20 classified employee for incompetency, neglect of duty, insubordination, inefficiency,
21 misconduct, immorality, or other reasonable grounds which are specifically contained in Board
22 policy.] Upon written request within ten (10) days of the receipt of the notice of non-renewal,
23 the employee shall be provided with a specific and complete written statement of the grounds
24 upon which the non-renewal is based. The employee shall have ten (10) days to respond in
25 writing to the grounds for non-renewal.
26

27 The superintendent shall have full authority to make a reduction in force due to reductions in
28 funding, enrollment, or changes in the district or school boundaries, or other compelling
29 reasons as determined by the superintendent.
30

31 When a reduction of force is necessary, the superintendent shall, within each job classification
32 affected, reduce classified employees on the basis of seniority and qualifications with those
33 employees who have less than four (4) years of continuous active service being reduced first.
34

35 If it becomes necessary to reduce employees who have more than four (4) years of continuous
36 active service, the superintendent shall make reductions based upon seniority and
37 qualifications within each job classification affected.
38

39 Employees with more than four (4) years of continuous active service shall have the right of
40 recall positions if positions become available for which they are qualified. Recall shall be done
41 according to seniority with restoration of primary benefits, including all accumulated sick leave
42 and appropriate rank and step on the current salary schedule based on the total number of
43 years of service in the District.
44

45 Section A The Superintendent/designee shall meet with representatives of the Union to
46 discuss possible reduction in force prior to the individual personnel recommendations being
47 presented for notification of the Board. Reduction shall occur as follows:
48

- 49 1. The Employer will identify for layoff the least senior employees in categories affected by
50 reduction/elimination of positions.
51
- 52 2. Employees whose positions have been eliminated shall be considered for positions for

1 which they are qualified which are available for assignment resulting from resignations,
2 retirements, or other attrition and those vacated by employees identified for layoff.

3
4 3. An effort will be made to make assignments within the categories from which reduced
5 and which will result in the least reduction in compensation.

6
7 4. An employee is exempt from layoff if:

- 8
9 a. the employee holds a position in a salary grade greater than that held by any
10 employee affected by reduction/elimination of position, or
11 b. the employee holds a position for which no unassigned employee is qualified.

12
13 Section B The following shall apply in the recall/restoration of employees who have been
14 laid-off or affected by the reduction:

- 15
16 1. Affected employees shall be considered for recall/restoration in order of seniority before
17 the positions from which employees have been laid-off/reduced are filled by new
18 applicants.
19
20 2. Laid-off employees requesting it in writing will be considered for filling an opening in a job
21 category other than the one from which they were laid-off and for which they are deemed
22 qualified before new applicants are considered.
23
24 3. A laid-off employee who rejects recall, fails to report for work when assigned, or who
25 resigns or retires will no longer be considered for recall/restoration.

26
27 Section C Laid-off employees who have taken other full-time employment must confirm
28 notification of recall within twenty-four (24) hours.

29
30 Section D Laid-off employees shall furnish to the Employer their current address and
31 telephone number to which all communication shall be directed while they are on layoff.

32
33 Section E While the employee is laid off, the employee will have the option at the employee's
34 expense to remain an active participant in all local and State paid insurance benefit programs
35 to the extent they are available to the employee from the carriers.

36
37 Section F During a reduction in force, the employee may apply for employment as a substitute
38 within a job classification and shall be given preference before other substitute applicants are
39 employed.

40
41 Section G Upon return to active employment within the nine (9) calendar months following
42 layoff, the employee shall be credited with unused accumulated sick leave and will be placed
43 on the proper grade and step of the current salary schedule.

44
45 Section H An employee shall be removed from the recall list after two (2) consecutive years in
46 layoff status.

47
48 Section I The Union shall be provided a list of the names and job classifications of laid-off
49 employees.

1
2 Section A The Superintendent/designee shall meet with representatives of the Union to
3 discuss possible personnel changes dealing with reorganization and demotion prior to the
4 recommendations being presented for notification of the Board. Reorganization/-demotion
5 shall occur as follows:

- 6
7 1. The Employer will identify and provide to the Union a list of personnel who will be
8 affected by the reorganization or who will be demoted.
- 9
10 2. Employees whose positions have been reclassified or demoted to a lower salary grade
11 shall be considered for positions held prior to reorganization for which they are qualified
12 and which are available for assignment resulting from resignations, retirements, or other
13 attrition.
- 14
15 3. An effort will be made to make assignments that will result in the least reduction in
16 compensation.

17
18 Section B The following shall apply for employees who have been affected by reorganization
19 or demotion:

- 20
21 1. Affected employees shall be considered before other applicants for positions for which
22 they are qualified that have a salary grade equal to the salary grade held prior to the
23 reorganization.
- 24
25 2. The employee will be placed on the proper step that would have been obtained if the
26 employee had not been reclassified or demoted.
- 27
28 3. This consideration will be given to employees for a period of one (1) school year following
29 the reorganization or demotion.

30 31 32 ARTICLE 21 – CALENDAR

33
34 The Superintendent shall appoint two (2) employees to serve on the School Calendar
35 Committee from among those nominated by the Union. The employees shall have the
36 opportunity to offers suggestions and to make recommendations with respect to the
37 development of the Annual School Calendar.

38
39 The Superintendent's recommendation to the Board pertaining to the adoption of the Annual
40 School Calendar shall be provided in advance to the Union.

41 42 43 ARTICLE 22 - GRIEVANCE PROCEDURE

44 45 Section A Definition

- 46
47 1. Grievance means an allegation or complaint that there has been a violation,
48 misapplication, or misinterpretation of a specific provision(s) contained within this
49 Agreement.
- 50
51 2. Grievant means the person(s) or Union making the allegation or complaint.

1 Section B Purpose

2
3 The purpose of this Grievance Procedure is to resolve at the lowest possible administrative
4 level by as informal proceedings as may be appropriate any grievances which may arise.
5

6 Section C Representation

7
8 In any formal grievance meeting, the employee may have a Union representative present
9 during the meeting. If the Union opts to represent the employee in a formal grievance meeting,
10 notice shall be given two (2) days in advance by the representative to the administrator
11 conducting the meeting. The Union shall have the right to be present at the Level II and higher
12 meetings.
13

14 Section D Informal Procedure

15
16 An employee who believes that there is a basis for a grievance shall within ten (10) days of the
17 employee's awareness of a violation, misapplication, or misinterpretation of the specific
18 provisions(s) meet and discuss the complaint with the immediate supervisor with the objective
19 of resolving it informally. If the employee does not accept the immediate supervisor's
20 disposition of the complaint which shall be made within five (5) days the employee shall be
21 entitled to file a formal grievance within five (5) days after being informed of its disposition.
22

23 Section E Formal Procedure

24
25 Except with respect to the right to initiate and process complaints at Level I, only the Union
26 shall be recognized to represent the interests of the employee covered by this Agreement in
27 the processing and redress of grievances arising under this Agreement.
28

29 A formal grievance shall be processed in accordance with the procedures outlined below:
30

31 Level I: The grievant within five (5) days after being informed of its informal disposition,
32 may present the written grievance to the principal or administrative unit director or other
33 appropriate administrator. The administrator shall discuss with the employee the nature
34 of the complaint and any action that the supervisor believes could be taken to resolve the
35 grievance. The administrator shall provide a written decision to the employee no later
36 than five (5) days after receipt of the employee's formal grievance.
37

38 Level II: If the grievant continues the allegation of violation, misapplication, or
39 misinterpretation following the response received from the administrator the employee
40 may present within five (5) days from receipt of the Level I decision the written grievance
41 to the assistant superintendent or other appropriate department head. This administrator
42 will investigate the allegation, review previously presented information and the Level I
43 response, may meet with the employee, and shall provide a written decision to the
44 employee within five (5) days after receipt of the grievance. If Level I administrator is a
45 principal or department head, Level II is waived and grievance proceeds to Level III.
46

47 Level III: If the grievant continues the allegation of violation, misapplication, or
48 misinterpretation the written grievance may be presented within five (5) days from
49 receipt of the Level II decision to the Superintendent/designee. The
50 Superintendent/designee shall review previously presented information and
51 administrative decisions, and conduct any necessary meetings and investigations. The
52 Superintendent/designee shall provide a written decision to the grievant within ten (10)

1 days after receipt of the appeal.
2

3 Level IV: Section A: If, after receiving the Level III decision, the Union continues the
4 allegation of violation, misapplication, or misinterpretation, the Union may submit the
5 written grievance to mediation by notifying the Superintendent/-designee within twenty
6 (20) days of receipt of the Level III decision. The Parties shall request the Federal
7 Mediation and Conciliation Service (FMCS) or the Louisville Labor-Management
8 Committee to provide a list of seven (7) impartial persons qualified to act as mediator.
9 The Parties will each strike one mediator's name from the list of seven (7) and will repeat
10 the procedure. The remaining person shall be the duly selected mediator.
11

12 The mediator shall have authority to meet with the grievant and authorized
13 representatives of the Employer and the Union and make procedural rules consistent
14 with this Agreement. Such meetings shall be held as promptly as practicable after the
15 request for mediator and the mediation. The mediator shall first make every reasonable
16 effort to resolve the grievance as promptly as practicable after the request for mediation.
17 If unsuccessful, the mediator shall hold a formal arbitration hearing then issue a written
18 decision within a reasonable time but no later than sixty (60) days after the date of
19 selection.
20

21 The mediator shall be without power or authority to alter, amend or modify any of the
22 terms of this Agreement or to offer any opinion which is contrary to or violative of the
23 terms of this Agreement. The opinion of the mediator shall be submitted in writing setting
24 forth findings of fact and conclusions to the Parties and will be final and binding on the
25 Parties, unless rejected by a four-fifths (4/5) vote of the Board voting at a public meeting
26 to be held within twenty (20) days. Prior to the Board voting, the Union shall have the
27 right to have a representative appear and present the Union's position.
28

29 The costs for the services of the mediator, including per diem expenses, if any, travel and
30 subsistence expenses and the cost of any hearing room will be borne equally by the
31 Employer and the Union. All other costs will be borne by the party incurring them.
32

33 Section B: Any grievance arising from termination will be waived to Level III (3).
34
35
36
37

38 Section F Grievances Arising From Other Than
39 Immediate Supervisor
40

41 An employee who believes that there is a basis for a grievance arising from an action or
42 inaction on the part of an administrator other than the immediate supervisor may initiate a
43 grievance which shall be handled using the same procedure and timelines provided for in
44 Sections D and E.
45

46 Section G Grievance Meetings and Hearings
47

48 All grievance meetings and hearings required during the formal stage shall be closed except to
49 the grievants, Union representative(s), Employer representative(s), and essential witnesses.
50

51 Section H General Provisions
52

- 1 1. The time limits provided for in this Grievance Procedure shall be strictly observed unless
2 extended by mutual agreement. Failure of the employee to proceed with the
3 complaint/grievance within the time limits provided shall result in its dismissal. Failure of
4 the administrator(s) to respond within the time limits provided shall entitle the employee
5 to proceed to the next step in the Grievance Procedure.
6
- 7 2. A grievance may be withdrawn by the employee at any time and at any step of the
8 Grievance Procedure; provided, however, the same grievance shall not be filed the
9 second time by the same employee after the grievance has been withdrawn.
10
- 11 3. The filing of a grievance shall in no way interfere with the responsibility of the employee
12 to fulfill assigned duties.
13
- 14 4. The employee and the Union are required to exhaust the Grievance Procedure before
15 seeking alternative remedies including rights to which they are entitled under the law.
16
- 17 5. The commencing of a legal or administrative appeal proceeding by an employee or the
18 Union against the Employer in a court of law or equity or any Federal, State, or local
19 administrative agency alleging misapplication or misinterpretation of any provisions of
20 this Agreement shall be deemed an election of remedy and a waiver by said employee or
21 Union of their right to resort to the Grievance Procedure.
22
- 23 6. Grievance forms shall be prepared by the Employer and reviewed by the Union which
24 shall have the responsibility for the distribution of the approved forms for filing
25 grievances. The costs of the grievance forms shall be borne by the Employer.
26
- 27 7. The Union shall only be entitled to initiate with the appropriate administrator and process
28 through Section D and the applicable steps of Section E a complaint/grievance alleging
29 violation, misapplication, or misinterpretation of a provision(s) within this Agreement
30 specific to Union rights and entitlements and those which affect a substantial number of
31 employees district-wide.
32
- 33 8. Grievance decisions and appeals under Section E shall be in writing with copies
34 transmitted promptly to the grievant, Union, and Superintendent/designee(s).
35
- 36 9. The Union reserves the right to settle grievances at any level.
37

ARTICLE 23 - PRINTING

- 38
- 39 1. Copies of this Agreement shall be printed by the Employer and distributed promptly to all
40 employees by the Union which shall obtain a signed receipt kept available for inspection.
41
- 42 2. The Employer shall furnish a reasonable number of copies to the Union for its use.
43
44

ARTICLE 24 - SAVINGS

45
46
47 Should an article, section or clause of this Agreement be determined by the appropriate
48 agency or court to be illegal or contrary to federal, state or local law or regulations, it shall be
49 automatically deleted. The remaining articles, sections and clauses shall remain in full force
50 and effect for the established duration, if not affected by the deleted article, section or clause.
51
52

ARTICLE 25 - DURATION

- 1
2
3 1. The Employer agrees to take such action as necessary to give full force and effect to the
4 provisions of this Agreement. The provisions contained within this Agreement supersede
5 and cancel any previous understandings or any duty of the Employer to continue any
6 other policy, rule, or practice and shall supersede any rules, regulations, or practice of
7 the Employer which are contrary. The Employer shall make no change in wage rates or
8 compensable benefits specifically included in this Agreement without prior notification of
9 and, to the extent practicable, participation by the Union.
10
- 11 2. Either the Employer or the Union desiring changes, additions, or deletions in this
12 Agreement shall notify the other in writing after which a conference must be held within
13 thirty (30) days.
14
- 15 3. The provisions contained within this Agreement shall be effective from July 1, 2005
16 through June 30, 2010 with the exception of Article 10, Compensation, which will be re-
17 opened for negotiations for the 2008-09 and 2009-10 school years.
18
- 19 4. This Agreement as contained herein is made by and between the Employer and the
20 Union as of July 20, 2005.

1 Board of Education of Jefferson County, Kentucky

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5 _____
Joseph A. Hardesty, Chairman

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9 _____
Stephen W. Daeschner, Ph. D., Superintendent

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13 _____
William S. Eckels,
14 Executive Director Human Resources

15

16

17

18 _____
Carolyn S. Meredith, Spokesperson
19 Director of Employee Relations

20

21

22 Jefferson County Association of Educational Support Personnel/AFSCME LOCAL 4011

23

24

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26 _____
Lettie Oliver, Spokesperson
27 AFSCME Council 62 Associate Director

28

29

30

31 _____
Nancye Vincent, President

32

33

34

35 _____
Joe Phelps, Staff Representative

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38

39 _____
Sandra Mayes, Vice President

NEGOTIATION TEAMS

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EMPLOYER:

- Carolyn S. Meredith, Spokesperson
- Eula Jones, Personnel Services
- Mary Persley, Personnel Services
- Buell Snyder, Jefferson County High School
- Betsy Lindsay, Sanders Elementary School
- John Collopy, Financial Planning and Management

ASSOCIATION:

- Lettie Oliver, Spokesperson
- Joe Phelps, Staff Representative
- Peggy Franklin, Price Elementary School
- Rita Durbin, Binet School
- Nancye Vincent, President, Valley High School
- DeDe Epperson, Butler Traditional High School
- Sandra Mayes, McFerran Preparatory Academy