

CONTRACTUAL AGREEMENT

of the

BOONE COUNTY

EDUCATION ASSOCIATION

and the

BOONE COUNTY

BOARD OF EDUCATION

BOONE COUNTY SCHOOLS

June 2023

Revised 9/2/19 to include agreed upon wording for 2.7

ACKNOWLEDGMENTS

We, the staff and membership of Boone County Schools and Boone County Education Association, wish to thank the following members of the Contract Negotiating Team for the valuable service they have rendered on our behalf:

Dr. Randy Poe, Superintendent

Karen Byrd, Board Chair

Julia Pile, Board Member

Dr. James Detwiler, Chief Academic Officer, Deputy Superintendent

Eric McArtor, Chief Operating Officer, Deputy Superintendent

Jenny Watson, Assistant Superintendent Learning Support

Kathleen Reutman, Executive Director Student Services

Linda Schild, Director of Finance

Phil Sheehy, Director of Human Resources

Kelly Read, B.C.E.A. Spokesperson

Mary Wilson, B.C.E.A. President

Teresa Messenger, B.C.E.A. Member

Heather Howard, B.C.E.A. Member

Justin Buckler, B.C.E.A. Member

Bobbi Grim, B.C.E.A. Member

Louanna Wyatt, B.C.E.A. Member

Katie Byrant, B.C.E.A. Member

Negotiated Contract in effect until June 2023

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PREAMBLE

The Boone County Education Association and the Boone County School Board’s Negotiation Committee present this contract for the sole purpose of improving the educational system of Boone County, as well as recognizing the dignity and worth of each professional employee and striving to protect the individual and collective rights of the professional employee. We feel this document will improve communications, provide an atmosphere of cooperation and insure continuity of our educational program for the welfare of our children. We believe that a continually cooperative working relationship between teachers, administrators, and the Board affords the best possible means to achieve a quality organization for the Boone County School System.

1
2
3 Both parties to this agreement endorse School Based Decision Making (SBDM). SBDM is an
4 opportunity for parents, teachers, and administrators to share in the decision making process
5 within individual schools in Boone County. The following items address areas under Council
6 authority. This contract will in no way interfere with the authority of an individual SBDM
7 Council in performing their duties as outlined in KRS 160.345. However, we encourage
8 SBDM councils to consider the following items when developing and/or revising policy.
9 These items are indicated throughout the contract by an asterisk (*). (Article III 3.3 C, Article
10 III 3.2 D, Article III 3.11, Article III 3.2 (3, 4,) Article III 3.4, Article III 3.7 B, Article III
11 3.17 D, Article III 3.17 E, Article III 3.17 F, Article III 3.17 G, Article III 3.17 H, Article III
12 3.17 I, Article III 3.18)

13 14 **ARTICLE I**

15 16 17 **RECOGNITION**

18
19
20 **1.1** The Boone County Board of Education in Florence, Kentucky, hereinafter referred to
21 as the “Board of Education” recognizes the Boone County Education Association, hereinafter
22 referred to as the “Association” as the official negotiating agent for all regularly employed
23 certified personnel, hereinafter referred to as “teacher,” except for the Superintendent.
24

25 **1.2** The Board agrees not to formally negotiate with any other teachers’ organization,
26 individual teacher, or group of teachers with regard to negotiable items as defined in Article
27 IX unless otherwise provided for in this agreement or unless mutually agreed to by the parties
28 during the term of this agreement. This should in no way be construed by either party to
29 constrain the day to day dialogue and consultation necessary between the professional staff
30 for the smooth and efficient operation of the school system nor to hinder any individual’s
31 right to free speech.
32

33 **1.3** Both parties to this agreement recognize that this contract is between the Boone
34 County Board of Education and the Boone County Education Association and not other
35 parties.
36

37 **1.4** The Boone County Education Association agrees to and understands that any
38 portion, statement, or agreement written herein or implied that is presently in conflict with the
39 Kentucky Revised Statutes shall become null and void.
40

41 **1.5** The Boone County Board of Education recognizes that the Boone County Education
42 Association is the sole bargaining unit for the professional staff, that the teachers of Boone
43 County are professional and are to be granted all rights and privileges due them and
44 guaranteed by Kentucky Revised Statutes. The Board further agrees that it will consciously
45 seek the views and expertise of its professional staff and will consider them partners in the
46 education of students in Boone County.
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ARTICLE II

TEACHER AND ASSOCIATION RIGHTS

2.1 TEACHER DISCIPLINE

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

- (1) The employee has had the opportunity to have foreknowledge of the possible or probable disciplinary consequences of the conduct or performance.
- (2) The policy or rule is reasonably related to the orderly, efficient and safe operation of the schools.
- (3) Before disciplining or terminating the employee, a fair and objective investigation was made to discover whether the employee violated, disobeyed or failed to comply with the policy or rule and the decision was based on substantial evidence and/or proof.
- (4) The policy, rule, or penalty was applied equitably and without discrimination.
- (5) The degree of formal discipline or termination of an employee in a particular case reasonably relates to (a) the seriousness of the employee's proven offense and (b) the record of the employee's service with the employer.

B. Discipline shall be progressive. "Progressive discipline" as used here shall mean a graduated use of increasingly more severe forms of discipline in response to each successive infraction. The facts and circumstance of each individual case will determine proper and appropriate disciplinary action as long as the action taken is consistent with this article. The employee shall be notified of the right to representation and the right to dispute.

Authorized forms of discipline are reserved to the Superintendent of Schools in conjunction with KRS 161.780 and KRS 161.790:

- (1) Informal Counseling
- (2) Verbal reprimand
- (3) Written reprimand
- (4) Suspension with pay
- (5) Suspension without pay
- (6) Termination of employment.

All available information pertinent to forming the basis for disciplinary action will be made available to the employee. At the discretion of the superintendent, a private written reprimand

1 may be issued as a form of discipline. The discipline process procedure is excluded from the
 2 grievance procedure, per KRS 161.790.
 3
 4

5 **2.2 NON-DISCRIMINATION**

6
 7 The Board shall not discriminate against any teacher or prospective teacher for reason of race,
 8 creed, color, marital status, age, sex, national origin, religion, political affiliation, residence,
 9 genetic information, gender identity, sexual identification, or place of birth (except as affected
 10 by K.R.S. 161.600 in regard to age.) The Board shall not discriminate against Association
 11 members; specifically, the Board or its designee shall provide a minimum of verification of
 12 employment to a prospective employer upon employee request. Any letter of reference so
 13 written shall be substantiated by the individual personnel file.
 14

15 **2.3 REPRESENTATION**

16 **A. *Rights of Representation***

17
 18 When a teacher is required to appear formally before the Superintendent or Designee
 19 concerning any matter which could adversely affect the teacher's employment, the teacher's
 20 position, or the teacher's salary, the teacher shall be entitled to have present a representative
 21 of his/her choice from the local Association. Further, when a teacher is required to appear
 22 before the Superintendent or Designee, the teacher shall be advised in writing of the reasons
 23 for the requirement at least 5 business days prior to the meeting. Formally is defined as
 24 specific written charges against a teacher. The teacher/administrator may request, by placing
 25 it in writing, all documents that will be used during the hearing. No less than 24 hours will be
 26 given to review the documentation. In the event that the teacher needs additional time to
 27 review and gather supporting documentation, an additional 24 hours may be granted by
 28 mutual agreement of both parties.
 29
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 32

33 **B. *Representation with the Superintendent***

34
 35 No teacher/administrator shall be discussed at a regular, special, or closed session of the
 36 Board, unless he/she has been notified at least forty-eight (48) hours prior to the meeting time.
 37 The teacher/administrator shall be provided an opportunity to represent himself/herself and
 38 shall have the right to have a representative of the Association present if he/she desires one.
 39

40 Because the reputation of present and future employment of a teacher/administrator may be
 41 affected, all such discussions shall be held in closed session unless the individual
 42 teacher/administrator requests an open discussion.
 43

44 Should personnel complaints arise unexpectedly in an open session of the Board of Education,
 45 the Board of Education shall refrain from openly commenting on such matters until those
 46 investigative procedures have been completed. Under the above circumstances, the Board
 47 Chairman shall read the following statement: "In order to preserve the integrity and
 48 contractual rights of the employee, we cannot at this time address your complaint."
 49

50 The Board, in Closed Session during normal routine business, can discuss an employee in
 51 order for the Board to receive information required to perform their legal duties.
 52
 53
 54
 55

56 **2.4 PERSONNEL FILE**

57

1 A. Upon receipt of a signed request by the teacher, that teacher shall be permitted
 2 immediate access to inspect the contents of the District's personnel file relating to him/her. A
 3 representative from the Association may, at the teacher's request, accompany the teacher in
 4 this review. The custodian of the records or his/her designee must be present.

5
 6 B. Each teacher's personnel file should contain the following minimum items of
 7 information: copies of annual contracts, teacher certificates, transcript of academic records,
 8 continuing contract. No evaluation, correspondence, or other material making derogatory
 9 reference to a teacher's competence, character, or manner shall be kept or placed on file
 10 without the teacher's knowledge and opportunity to attach his/her comments. An employee
 11 shall have the right to file an answer to any derogatory material which is included in that
 12 employee's personnel file, and such answer shall be attached to the file copy. An employee
 13 who alleges that information in that employee's personnel file is false, misleading, or
 14 detrimental shall have the right to file a grievance at Level II of the Grievance Procedure for
 15 the purpose of having such information corrected or removed.

16
 17 C. The District shall have one (1) personnel file for each teacher. Any material
 18 submitted from the date of this contract must be signed and dated by its originator. Any
 19 material shall be composed, written, and shown to the teacher as soon as possible after the
 20 occurrence, but not to exceed five (5) teaching days, unless mutually agreed upon. If a
 21 teacher cannot be located or is otherwise unable to sign materials submitted, a notation to the
 22 effect shall be affixed to the materials, and both will be placed in the teacher's file. Any
 23 material in violation of this section shall be rendered ineffective as evidence in any
 24 disciplinary action against a teacher and destroyed.

25
 26 Materials shall be signed by both parties and the teacher shall have the right and is
 27 encouraged to add written comments.

28
 29 D. The Board is the owner of the personnel file, and it is understood that parts of the file
 30 are subject to K.R.S. 61.870-61.884.

31 32 33 **2.5 SCHOOL LAW OF KENTUCKY**

34
 35 Whenever rights, benefits, or constraints accorded teachers under the laws and regulations of
 36 the Commonwealth of Kentucky exceed the benefits or constraints accorded to teachers
 37 elsewhere in the Agreement, then such rights, benefits, or constraints shall be incorporated
 38 into, and become part of, this Agreement, except in instances where the laws and regulations
 39 of the Commonwealth of Kentucky provide for permissive agreement of the Board.

40 41 **2.6 RIGHT TO ORGANIZE**

42
 43 Teachers shall have the right to organize, join, and assist the Association and to participate in
 44 professional negotiations with the Board. The Board shall not discriminate against any
 45 teacher with respect to hours, wages, terms, and conditions of employment for reasons of
 46 membership in the Association, or participation in negotiations with the Board, or the
 47 institution of any grievance, complaint, or proceeding under this agreement.

48 49 **2.7 DUES DEDUCTION**

50
 51 A. The Board shall deduct from each teacher's pay the current dues of the Association
 52 provided that the Board has an annual employee-executed authorization form for continuing
 53 dues deduction, the amounts of which shall be annually certified in writing by the Association
 54 or its designee to the Board. Upon receipt of any notification revoking authorization for dues
 55 deduction, the Board shall notify the Association President in writing.

56

1 B. The employer will deduct from the salaries of all employees new to the school
 2 system, who have elected to join the association, an amount of money equal to the dues of the
 3 Association including NEA and KEA unless the employee notifies the employer within ten
 4 calendar days after the first compensable day of employment that such dues are not to be
 5 deducted. Those employees shall thereby become members of the Association.
 6
 7
 8
 9

10 **2.8 MEETINGS, NOTICES AND GENERAL INFORMATION**

11
 12 For the purposes of conducting Association business, the Association shall be granted:

13
 14 A. The use of school building for meetings as provided for in current school board
 15 policy. (Policy 5.3 “Community Use of School Facilities”).
 16

17 B. The use of employees’ mailboxes, school bulletin boards, and school faculty
 18 meetings. The intra-communication systems shall be used at designated times for
 19 announcements only.
 20

21 C. The use of all inter-school communication systems.
 22

23 D. The right to hold meetings when teachers are required to be at school and when
 24 meetings do not interfere with normal classroom duties.
 25

26 E. School authorities shall not furnish to any outside organization or individual, without
 27 the approval of the Board, any list of teachers’ and students’ names, unless required by law.
 28 (School Board Policy 03.1323: Solicitations in Schools)
 29

30 **2.9 ACADEMIC FREEDOM**

31 The Board and the Association agree that academic freedom is basic to the attainment of the
 32 educational goals of the Boone County Public Schools and agree that:
 33

34 A. The parties seek to educate young people in the democratic tradition, to foster
 35 recognition of individual freedom and social responsibility, to inspire meaningful awareness
 36 of the respect for the Constitution and the Bill of Rights, and to instill appreciation for the
 37 value of individual personality.
 38

39 B. The school district shall at all times strive to promote tolerance for the views and
 40 opinions of others and for the privilege of individuals to form and hold differing views and
 41 opinions.
 42

43 **2.10 BOARD AGENDA**

44
 45 A. The Board shall place matters of mutual concern, brought to its attention by the
 46 Association, on the agenda of each regular meeting. These concerns shall be made known in
 47 writing to the Secretary of the Board seven (7) days prior to the regular meeting. The
 48 Superintendent’s office shall post the board agenda on the district website on the Friday prior
 49 to the board meeting. The Association delegate may ask for amplification of proposed actions
 50 or file written objections to proposed actions. The Association President or his/her designee
 51 shall be allowed to address the Board during the Audience of Citizens or at other appropriate
 52 times.
 53

54 B. The agenda for regular and special meetings shall be electronically posted on the
 55 district website.
 56
 57

1 **2.11 BOARD MINUTES**
2

3 Board minutes shall be electronically posted on the district website.
4

5 **2.12 SUPERINTENDENT/ASSOCIATION PRESIDENT MEETINGS**
6

7 The Superintendent and/or his/her representative(s) and the Association President and/or
8 his/her representative(s) shall meet upon request of either party at a mutually agreed time and
9 place to discuss school issues and procedures related to this Agreement in an effort to
10 maintain effective communications provided the levels of communication have been
11 followed. The communication levels shall be as follows:

- 12
13 A. School building level;
14 B. Superintendent and/or his/her representative(s);
15 C. Board of Education level.
16

17 **2.13 POLITICAL ACTIVITY**
18

19 The constitutional rights of teachers are guaranteed under the constitution of our democratic
20 society and appropriate K.R.S.
21

22
23 **2.14 ASSAULT/BATTERY UPON TEACHERS**
24

25 The Board shall provide legal counsel and/or legal services to a teacher who is assaulted or
26 suffers battery while performing his/her duties as a teacher.
27

28 *A teacher who has been assaulted shall have the right to refuse a student's assignment if
29 such student has a documented history of either offense unless such refusal would jeopardize
30 a student's right to an appropriate education.
31

32 **2.15 ASSAULT CASES - LEGAL COUNSEL**
33

34 The Board shall provide legal counsel and/or legal services of the Board Attorney when a
35 teacher is accused of assault while carrying out his/her duties as a teacher in accord with
36 prescribed school board policy.
37

38 **2.16 COMMITTEES**
39

40 A. If system-wide committees are utilized, the Association and appropriate
41 administrative personnel shall jointly appoint all system-wide committees that will affect
42 curriculum, instruction and/or the professional development of teachers and students within
43 the school district. The composition of the committee will include the BCEA president or
44 designee.
45

46 B. As related to KRS 158 and 704-KAR 7.160, a system-wide committee will monitor
47 student and school safety. The composition of the committee will include the BCEA
48 president or designee.
49

50 C. A system-wide committee shall be formed annually to review the Code of
51 Acceptable Conduct and Behavior and to make modifications or changes as needed. These
52 recommendations must be consistent with the policies of the Board of Education and
53 requirement of law. The committee shall be comprised of six (6) teachers; two (2)
54 elementary, two (2) middle school, and two (2) high school, -one counselor, one principal from
55 each level; one Central Office administrator; and one parent from each level. The committee
56 will be chaired by the Director of Pupil Personnel and the Association as provided in 2.16A of
57 this document.

1
2 D. Employees will only be reported to the Educational Standards Board for items that
3 are required by law or who otherwise may have engaged in any actions or conduct while
4 employed in the school district that might reasonably be expected to warrant consideration for
5 action against a teaching certificate and or teaching licensure.
6

7 **2.17 ASSOCIATION AND ADMINISTRATION MEETINGS**
8

9 A. The Superintendent and Association president shall meet at least once per month to
10 discuss problems and concerns.
11

12 B. The building principal shall meet with Association representatives at the request of
13 either party to discuss problems and/or concerns.
14

15 C. If requested, the designated representatives of the Association shall be part of the
16 agenda for faculty meetings to discuss items of concern with the faculty.
17

18 D. BCEA Executive Council meetings will be held on the third Thursday of each month
19 at 4:15 pm. BCEA Building Representative meetings will be held the fourth Tuesday of each
20 month at 4:15 pm. All attempts will be made for no other district meetings to be held on these
21 dates and times.
22

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28 **ARTICLE III**
29

30
31 **EMPLOYMENT CONDITIONS**
32

33
34 **3.1 WORK ENVIRONMENT**
35

36 A. The Board and Association shall foster a work environment, free of hostile,
37 demeaning, intimidating or harassing behavior, including sexual harassment as those terms
38 are defined in law. The employer and employees are also obligated to comply with all
39 applicable local, state, and federal laws and/or regulations regarding the employee's work
40 environment. Any calendar changes shall be renegotiated between the Board and the
41 Association.
42

43 B. Employees adversely affected by violations of this section of the contract may utilize
44 the grievance procedure in addition to all other legal remedies available.
45

46 C. Teachers shall foster and be allowed to work in a classroom environment free of
47 hostile, demeaning, intimidating or harassing behavior, including sexual harassment as those
48 terms are defined in law.
49

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54 **3.2 SCHOOL CALENDAR**

1
2 A. Following negotiations with the Association, the Board shall establish a school
3 calendar which does not exceed 187 days. The calendar shall contain no more than 175
4 instructional days, one opening and one closing day, two (2) professional days (P), four (4)
5 professional development (PD), and four (4) holidays.

6
7 B. Teachers working 10 1/4 months shall be granted one (1) additional holiday within
8 the 20 extended employment days.

9
10 C. Days worked by teachers beyond the basic 187 days as part of the regular school
11 year shall require the Board to compensate each teacher at a rate equivalent to 1/187 of the
12 teacher's annual salary. All other benefits as provided the teacher during the school year shall
13 apply.

14
15 D. Professional Days (P) shall be used as follows:

- 16
17 1. Up to 1/2 of a professional day may be used for a district-wide meeting.
18
19
20 2. Opening and closing days of school shall be spent in the individual
21 schools. Time used for organization and orientation shall not exceed
22 1/2 day.
23
24 3. *One of the professional (P) days may be used for analysis of student
25 writing products based on state writing requirements.
26
27 4. *Remaining professional (P) days may be used as determined by a 2/3
28 vote of the certified staff for activities from the following options:
29
30 a. Parent/Student Involvement
31 b. Professional Development
32
33 5. Changes to the start/end of the day for District-wide professional (P) days
34 will be announced to all schools one month prior to the proposed date.
35

36 **3.3 TEACHER WORK DAY, HOURS, WAIVERS AND PLANNING PERIODS**

37
38 A. Hours

- 39
40 (1) The normal teacher workday shall be from 7:30 A.M. until 2:45 P.M. at the
41 Middle and High level and 8:30 A.M. until 3:45 P.M. at the Elementary
42 level. The Association and the Board recognize the need for flexibility in
43 the determination of the beginning and ending times for each individual
44 school. These school hours do not pertain to district wide programs.
45
46 (2) The Virtual School teacher workday shall be a 7.25 hour duty day within a
47 twelve hour period. The twelve hour period shall not begin before 7:30
48 A.M. and end no later than 10:00 P.M.
49
50 (3) In order to offer additional programming to students, teachers may work a
51 flexible 7.25 hour schedule, including planning and duty free lunch, if
52 mutually agreeable between the teacher and the administrator.
53

54 D. Waivers

- 55
56 (1) If a school wishes to consider deviating from the aforementioned times, a
57 ratification voted by secret ballot of two-thirds (2/3) of the Certified
58 Employees at that school is necessary to effect said change.

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- (2) Any changes in the beginning and/or ending times of a school shall be made only with the mutual agreement of the Association and the Superintendent or his/her designee. These times shall not exceed seven (7) hours and fifteen (15) minutes of consecutive duty.

C. Planning Periods

- (1) *A preparation period, the duration of one regular class period, shall be provided each certified employee at the middle, and high level. This planning period shall be fifty-five (55) consecutive minutes unless otherwise agreed to by a two-thirds (2/3) majority vote of the certified employees assigned to the building. Such vote shall be taken by secret ballot annually after prior notification of at least seven (7) working days to the Association and the Board of Education. At the elementary level, a planning period consisting of at least 45 minutes divided into no more than 2 segments will be provided. An effort will be made to provide, if possible, the entire plan time in 1 block. A change in the length of planning period must be agreed to by the Association and the Board of Education. Professional Learning Communities (PLC's) or planning period agendas can be required no more than six (6) times per month during planning time. Every other PLC agenda, or planning period agenda, may be developed in collaboration between the teacher member of the PLC and the building Principal/designee. The other PLC meetings, or planning period agendas, will be developed by the teacher members of the PLC.

3.4 TEACHING LOAD

* The normal weekly teaching load in the middle and high schools will be no more than twenty-five (25) teaching periods or equivalent time, and five (5) planning periods unless otherwise agreed to by a two-thirds (2/3) majority vote of the certified employees assigned to the building. Such vote shall be taken by secret ballot annually after prior notification of at least seven (7) working days to the Association and Board of Education. A change in the teaching load must be agreed to by the Association and Board of Education. A supervised study or lunch period or similar duty of equivalent time shall be considered a teaching period for which volunteers will be given priority. The number of preparations shall not exceed three (3) unless agreed upon in writing by the teacher.

3.5 NOTIFICATION OF ASSIGNMENT TO A BUILDING

Each teacher shall be given written notice of his/her assigned building for the forthcoming year prior to 45 days before the first student attendance day. All assignments shall be made in accord with K.R.S. 161.760 and by mutual agreement of the teacher and the Superintendent or his designee.

3.6 CHANGES OF DUTIES & RESPONSIBILITIES

1
2 A. It is agreed by the Board of Education and the Association that the duties and
3 responsibilities of teachers shall be in accord with K.R.S. 161.760 (SALARIES OF
4 TEACHERS, NOTICE - REDUCTIONS AND INCREASE - ASSIGNMENT OF
5 PERSONNEL) and applicable provisions of this contract.
6

7 B. Teachers will be notified by closing day of their expected assignment (ie. grade level,
8 subject area, case load) for the next school year. Every attempt will be made to not move a
9 teacher more than two grade levels unless mutually agreed upon by the teacher and
10 administrator at the elementary level.
11

12 13 **3.7 TRANSFERS, PROMOTIONS, VACANCIES, DEFINITIONS**

14 15 A. Transfer

16
17 A transfer is defined as a parallel move from one position to another that does not result in a
18 salary differential or require additional administrative and/or supervisory responsibilities
19 excepting extended time employment and/or extra assignment. This does not preclude an
20 individual from returning to a classroom position via the voluntary transfer policy.
21

22 B. Promotions

23
24 Promotional positions are defined as those positions that require additional administrative
25 and/or supervisory responsibilities excepting extended time employment and/or extra
26 assignment.
27

28
29 *Positions shall be filled in accord with the following:
30

- 31 (1) District employees within the school system shall be given priority for all
32 promotions based on seniority and professional qualifications.
33
34 (2) The principal shall make an extensive effort to include the departmental
35 chairperson or his/her designee in the interview of all prospective teacher
36 candidates.
37

38 C. Vacancies

39
40 A vacancy is defined as an unstaffed position that has been declared vacant by the
41 Superintendent. All vacancies shall be filled in accordance with the following provisions
42 provided in this contract and state law. District employees shall be given first consideration
43 for promotional opportunities. Assignment of personnel to these positions is the
44 responsibility of the Superintendent.
45

46 **3.8 VOLUNTARY TRANSFERS**

47
48 The Board and the Association agree that all voluntary transfers shall be consistent with and
49 conform to the following guidelines.
50

51 A. Job Postings

52
53 A position becomes available when the resignation, transfer, dismissal, contract non-renewal,
54 or leave of absence of the present holder of the position has been officially approved; a new
55 position is officially created; or death of a certified staff member occurs.
56

1 Within five (5) working days of this occurrence, all part-time and full-time certified vacant
 2 positions shall be posted unless specifically exempted in this section. Positions moving from
 3 part-time to full-time shall also be posted. The postings shall be delivered to the Association
 4 President and posted in all school buildings.

5
 6
 7 B. Posting Exemptions

8
 9 The following vacancies shall be exempt from posting provisions:

- 10
 11 (1) Positions for which there is mutual agreement that an emergency exists.
 12
 13 (2) Positions in a new school shall be posted as per 3.8F.
 14
 15
 16
 17
 18
 19

20 C. Filling Vacancies

21
 22 No non-exempted vacancy shall be filled until said vacancy has been posted at least ten (10)
 23 calendar days, except in cases of emergency. An emergency shall be declared only with the
 24 mutual consent of the Superintendent and the Association President.

25
 26 During this ten (10) day posting period, teachers shall have the opportunity to electronically
 27 file a transfer request.
 28

29 D. Application for Transfer

30
 31 All certified personnel may participate in the transfer process. An electronic transfer request
 32 must be filed for each position for which the teacher wishes to be considered. Requests filed
 33 after the internal transfer deadline date will be considered with all other applications.
 34 Consideration for transfer shall be in the order of:

- 35 (1) Full-time employees - ten-tenths;
 36
 37 (2) Seven-tenths employees
 38
 39

40 A transfer request is only valid for the job to which it is submitted. Employees will need to fill
 41 out a new transfer request for other vacancies that occur.

42 A transfer request shall remain in force until:

- 43 (1) A teacher accepts a transfer. Only one voluntary transfer may be accepted
 44 between July 1, and ten (10) days before school starts.
 45
 46 (2) The teacher withdraws his/her request in writing prior to the acceptance of a
 47 transfer;
 48
 49 (3) The request is older than one year;
 50
 51 (4) A teacher declines the specific position to which the transfer was requested.
 52

53 E. Transfer Process

54
 55 Transfers will be granted and positions staffed from the transfer requests according to
 56 program needs, certification, and district seniority. Following the ten (10) day posting period,

1 transfer applicants will be interviewed by the principal and SBDM appointed committee
 2 members (where applicable), with district seniority used to determine the order of contact.
 3 Transfer applicants must maintain current contact information with Human Resources. The
 4 principal/designee shall make every attempt to contact transfer applicants for interviews. A
 5 minimum of four contact attempts will be made over two calendar days. There shall be one
 6 Am and one PM attempt, with a minimum of four hours of separation between attempts.
 7 When the transfer applicant cannot be contacted during this time s/he shall be passed over in
 8 favor of the net eligible person. When the position has been filled, interviews stop and the
 9 remaining transfer applicants are notified within two working days that the position is no
 10 longer available. Any denial of transfer must be in accordance with 3.8G of this article.

11
 12 “Program Needs” for purposes of article shall mean:

- 13
 14 (1) The total number of classes required and the number of teachers certified to
 15 teach those classes, and;
 16
 17 (2) Those objective criteria as pre-determined by the principal and SBDM Council
 18 (where applicable) for specific positions. Criteria may be based on measurable
 19 performance components such as the most recent “experienced teacher
 20 standards” as adopted by the KY Education Professional Standards Board.
 21

22 (3)
 23 “District Seniority” for purposes of this provision shall mean the number of years of service to
 24 the Boone County Schools completed from the first compensable day of employment as a
 25 regular employee in the Boone County Schools following the last break in service. (A break in
 26 service occurs when an employee resigns or their employment is terminated. An employee on
 27 an approved leave of absence will not incur a break in service and their seniority continues to
 28 accumulate while on leave.) Employees hired back by the first day of the following school year
 29 will not incur a break in service. The employee will be made whole in terms of seniority and
 30 benefits. Ties in seniority dates will be broken by the largest sum of the first three numbers of
 31 the last four numbers in the employee’s social security number. If a tie still exists, the employee
 32 with the largest last digit of the social security number shall be the most senior. If a tie is still
 33 not broken, seniority shall be determined by a toss of a coin.
 34

35 The intent of the use of seniority is to assist in the voluntary and involuntary transfer process,
 36 and not to bump another person from a position.
 37

38 If a vacancy occurs ten (10) days before the beginning of the school year, the employee
 39 eligible for the transfer to the vacancy shall be placed on the staff of the building having the
 40 vacancy; however, the employee shall not actually begin working at the new assignment until
 41 the beginning of the next school year, unless the Superintendent and the Association agree an
 42 emergency exists and the placement should take place immediately. If an emergency does not
 43 exist, the vacancy shall be filled by an employee on a limited contract for the remainder of the
 44 school year. The requirement for hiring on a limited contract may be waived by mutual
 45 consent of the Superintendent and the Association.
 46

47 Persons who have previously been involuntarily transferred shall have the first opportunity to
 48 accept a vacant position at a different school, following qualified candidates previously laid
 49 off by the district. Vacant positions shall be filled from the voluntary transfer list, and with
 50 teachers returning from leave and then, new applicants, using the process described in Article
 51 3.9.
 52

53 Persons requesting transfer must provide the Department of Human Resources with
 54 information on where they can be reached during the summer months. Persons who cannot be

1 contacted in the three weeks prior to the opening of school shall be passed over in favor of the
 2 next eligible person.

3
 4 Detailed notation of attempts to contact the person requesting the transfer shall be recorded on
 5 the transfer request.

6
 7 *F. Staffing a New School*

8
 9 In the event that a new school is opened, the following procedure shall be used to staff the
 10 vacancies:

- 11
 12 (1) By March 1, the District shall provide each certified employee with a list of
 13 all known positions that will be made available through the expansion,
 14 except positions filled by persons previously laid off by the district or those
 15 involuntarily transferred.
 16
 17 (2) Then, volunteers shall be asked from all current employees. Employees
 18 shall have until March 15, to file for transfer to the new school. Positions
 19 shall be filled from the volunteer list according to the transfer and denial
 20 processes as outlined in 3.8E and 3.8G.
 21
 22 (3) If positions still need to be filled, then the District may once again request
 23 volunteers to staff the new school. Employees shall have ten (10) days to
 24 file for the transfer. Positions shall be filled as described in 3.8F (3).
 25

26 *G. Denial of Transfers*

27
 28 Transfers can be denied only by the Principal or Superintendent under the provisions of this
 29 article. No transfer shall be denied for arbitrary or capricious reasons. If a transfer request is
 30 denied, the applicant will be notified within 24 hours and verbally given at least three areas
 31 for growth and shall be offered a conference with the principal to occur within 3 business
 32 days. During the conference, the applicant shall be given the opportunity to review the
 33 interview rubric, the minimum score required, and an analysis summary of the applicant's
 34 score. The denial must be on the documented basis that the employee does not meet the
 35 criteria established in accordance with 3.8E (Program Needs). Extra-curricular duties shall not
 36 be the basis for a denial of transfer.
 37

38 If the employee chooses to contest the denial, the employee shall request a conference with
 39 the Superintendent within five (5) business days from the receipt of the response. The
 40 Superintendent and the Association shall be present and, for teaching positions, the principal
 41 also shall be present. The conference shall take place within five (5) business days of the
 42 request for a conference.
 43

44 If the conference does not resolve the disagreement and the employee still wishes to contest
 45 the denial, the employee shall, through the Association, request a hearing before an arbitrator
 46 using a panel of retired Judges who served in the Circuit Courts of Boone, Kenton or
 47 Campbell Counties, the Kentucky Court of Appeals or Kentucky Supreme Court. Any waiver
 48 or changes in the rules shall take place only with mutual consent of the parties and the panel
 49 of retired Judges who served in the Circuit Courts of Boone, Kenton or Campbell Counties,
 50 the Kentucky Court of Appeals or Kentucky Supreme Court. In the event there is no mutually
 51 agreeable retired judge, we will resort in utilizing the American Arbitrator Association.
 52

53 At the hearing, the Superintendent shall present evidence supporting the denial of transfer.
 54 The parties agree to request a "bench decision" from the arbitrator at the conclusion of the
 55 hearing. The parties agree that the decision of the arbitrator shall be binding on the
 56 Superintendent, the employee, and the Association unless the Board of Education rejects the

1 decision by a 4/5 majority on a roll call vote within five (5) working days after the receipt of
 2 the decision from the arbitrator.

3 4 **3.9 INVOLUNTARY TRANSFER**

5
6 A. Involuntary transfers that result in relocating a teacher in another building or in
 7 reassigning a teacher resulting in a change of the teacher's immediate supervisor shall be
 8 made only in cases of emergency or in the prevention of undue disruption of the instructional
 9 program.

10
11 B. No involuntary transfer shall be made arbitrarily. Any teacher affected by an
 12 involuntary transfer shall be notified immediately and shall be released by the Superintendent
 13 from his/her contract if he/she so requests. Any teacher transferred involuntarily shall receive
 14 priority consideration for future vacancies at the school from which s/he was involuntarily
 15 transferred for a period of three (3) school years from the date of the involuntary transfer.
 16 (Teachers involuntarily transferred will retain priority consideration, indefinitely, for return to
 17 their original position unless they are removed from the list due to one of the reasons listed
 18 below.) Seniority, as defined in Section 3.8E, will determine the order in which persons with
 19 the same certification will be considered for a position. If an employee declines consideration
 20 for a specific position, which position will not be offered to them again. Persons will be
 21 removed from the involuntary transfer list if they:

- 22
23 (1) They accept another transfer;
 24
25 (2) They refuse to transfer back to the position from which they were
 26 involuntarily transferred.
 27
28 (3) Three (3) school years have passed since the date of the involuntary
 29 transfer. (Priority consideration for return to the original position will be
 30 retained indefinitely unless either number 1 or 2 above have occurred.)
 31 (4) Were reassigned as a result of a Tier 3 designation.
 32

33 C. No vacancy shall be filled by means of involuntary transfer or reassignment if there
 34 is a qualified volunteer, as per Article 3.7, available to fill said position.
 35

36 D. When an involuntary transfer or reassignment is necessary, it shall be determined by
 37 first considering the teacher's area of certification for the position available. If more than one
 38 person is certified, then the person with the least number of years of seniority in the Boone
 39 County School District would be identified. If a tie exists, the person with the least number of
 40 years experience in the school building would be identified. If a tie still exists, the process for
 41 determining seniority in Section 3.8E will be applied.
 42

43 E. An involuntary transfer or reassignment shall be made only after a meeting between
 44 the teacher involved and Superintendent or his designee.
 45
 46

47 **3.10 SUBSTITUTE TEACHERS**

48
49 The Board of Education shall in all instances provide a teacher for absent teachers when
 50 substitute teachers are available.
 51

52 **3.11 LAVATORY AND LOUNGE FACILITIES**

53
54 *In school buildings there shall be rest rooms and lavatory facilities exclusively for
 55 teacher use. At least one room, appropriately furnished and properly ventilated, shall be
 56 reserved for use as a faculty lounge.
 57

1 **3.12 TELEPHONE FACILITIES**
 2

3 A separate private telephone line for private communication between teacher and parent shall
 4 be made available in each building.
 5

6 **3.13 CLASS INTERRUPTIONS**
 7

8 The Board agrees to keep classrooms in which classes are being held free of unnecessary
 9 interruptions by maintenance, custodial, construction workers, intra-communication system,
 10 or other such disturbances.
 11

12 **3.14 PARKING FACILITIES**
 13

14 The Board shall provide paved, clean, lighted, well-maintained, safe, off-street parking.
 15
 16
 17

18
 19 **3.15 EXTRA CURRICULAR COMPENSATION**
 20

21 Teacher participation in extra curricular activities for which no additional compensation is
 22 paid shall be strictly voluntary.
 23
 24

25 **3.16 HAZARDOUS TEACHING CONDITIONS**
 26

27 A. In the event that a teacher or any responsible person discovers any unsafe or
 28 hazardous condition on school grounds or on any property owned by the school district that
 29 may be dangerous or unsafe to students or teacher, then said teacher is responsible to report
 30 such discovery to the building principal or his designee. The building principal will then
 31 assume the responsibility to determine reassigning the class to a safe location in which the
 32 welfare of the students and teacher will not be in jeopardy.
 33

34 B. The Association has the responsibility and shall make known to appropriate sources
 35 all such hazardous conditions and to seek remediation to any such health hazards.
 36

37 C. The District shall initiate correcting the unsafe or hazardous conditions within a
 38 reasonable period not to exceed thirty (30) calendar days.
 39

40 **3.17 MATERIALS AND FACILITIES**
 41

42 A. The parties recognize that optimum school facilities for both students and employees
 43 are desirable to enhance a high quality of education. Appropriate texts, library reference
 44 materials, maps and globes, laboratory equipment, audio-visual equipment, art supplies,
 45 physical education equipment, current periodicals, lesson plan books, standard tests and
 46 questionnaires, and similar materials are the tools of the teaching profession.
 47

48 B. Upon the request of employees, principals shall install drink and snack vending
 49 machines in the lounges or other suitable locations.
 50

51 C. All schools shall receive adequate funding, with review, for instructional supplies for
 52 each year that this contract is in effect.
 53

54 D. The Board of Education will make every reasonable effort to provide for employees:

55 (1) Lockable desk and storage space where applicable;
 56
 57

- 1 (2) A system whereby employees can effectively and expeditiously
 2 communicate with the school office in the event of an emergency; and
 3
 4 (3) *Appropriate technology for supplementary instructional purposes.
 5
 6 E. Employees shall be provided with materials and facilities for lesson preparations and
 7 other assigned duties. The Employer shall provide for employees the following:
 8
 9 (1) Custodial care and maintenance;
 10
 11 (2) Restoration of teaching areas damaged by vandalism or other causes.
 12
 13 (5) *Access to duplicating services for the preparation of instructional
 14 materials;
 15
 16 (6) *Dry erase boards and bulletin boards where applicable;
 17
 18 (5) *Curriculum guides and desk or electronic copies of textbooks and
 19 workbooks required for classes and any other technology which will remain
 20 the property of the Board of Education and shall be returned; however, desk
 21 copies of state-adopted textbooks shall be in the form of teaching manuals;
 22
 23 (6) *Classrooms or workspace as defined and approved according to State
 24 regulations;
 25
 26 (7) *Record books, lesson plan books, paper supplies, dry erase markers,
 27 erasers and other such supplies and materials required by the employer in
 28 daily teaching responsibilities, including materials for art, music, and
 29 physical education in the elementary schools.
 30
 31 F. *Employees shall be provided an opportunity to request budget expenditures for
 32 instructional materials and supplies.
 33
 34 G. *The principals or school heads shall meet with the employee(s) to discuss the
 35 school budget. Copies of the budgets for individual schools and departments shall be given to
 36 the employees of the school and department.
 37
 38 H. *All employees shall know the amount of money budgeted for their classrooms at
 39 the beginning of the school year.
 40
 41 I. Items received through a conference paid for by the district or district grant, will
 42 remain in the school under which the teacher was working when they attended the conference
 43 or received the grant.
 44

45 **3.18 SPECIAL AREA CLASSROOMS**

46
 47 *The Board agrees that rooms for special area classes (art, music, physical education) shall be
 48 separate from the regular classroom. In the event of an unusual emergency situation where a
 49 separate classroom cannot be made available, the Board agrees to work cooperatively with the
 50 teacher(s) affected in order to find acceptable alternatives.
 51

52 **3.19 REQUISITION POLICY**

53
 54 Each instructional staff member shall be given the opportunity to submit requisitions for
 55 instructional materials and supplies for the following school term. Each instructional staff
 56 member shall submit his/her requisition to his/her principal or designee. Requisitioning of
 57 materials and supplies shall be charged against the funds allocated to the individual school

1 and shall be in keeping with approved Board Policy 5.3. The principal shall inform new
2 teachers of the requisition policy.

3
4 **3.20 DIRECTORS OF TEACHING AND LEARNING AND DEPARTMENT**
5 **CHAIRPERSONS**
6

7 The Directors of Teaching and Learning (exception: See 4.1) and teaching personnel
8 designated departmental or grade level chairpersons shall be consultants or peer observers at
9 the request of the teacher. These persons will not evaluate or be a witness for the
10 administration except for the internship program (as designed in Kentucky Revised Statutes
11 161.030 or as designed in 704 KAR 3:370.) In rare circumstances when the building principal
12 has not obtained observer certification as described in the Certified Evaluation Plan, the
13 Directors of Teaching and Learning and/or other district administrators who are certified
14 observers may serve as temporary observer evaluators until the building principal obtains
15 observer certification. The temporary observer evaluator will be selected from a pool of
16 candidates mutually agreed upon by the superintendent/designee and BCEA
17 president/designee.
18

19
20 **3.21 CONFERENCE DAYS**
21

22 Conference days may be scheduled by the SBDM Council (or by majority vote of certified
23 staff in non-SBDM schools) on days designated as professional (P) days in the calendar. All
24 such days shall follow state and contract guidelines. Conferencing hours may be set to meet
25 parent convenience. Conferences can be teacher or parent initiated.
26

27 **3.22 EXCUSE OF TEACHERS DURING SCHOOL HOURS**
28

29 Principals or immediate supervisors have the prerogative to excuse teachers from their
30 respective schools during school hours for reasons the teachers deem to be emergencies or for
31 school business.
32

33 **3.23 MILEAGE PAYMENTS**
34

35 Mileage shall be paid to teachers who travel during the regular course of their duties at the
36 current state rate per mile. Forms provided by the Board of Education shall be completed and
37 filed by these teachers to validate their claim.
38
39
40
41

42
43 **3.24 CHANGE IN STAFF**
44

45 A. Reduction Order
46

47 If it becomes necessary to reduce the teaching staff as the result of significantly decreased
48 enrollment, the Board shall suspend the contract in accord with Kentucky Revised Statutes
49 161.800.
50

51 **161.800 SUSPENSION OF CONTRACTS ON REDUCING NUMBER OF TEACHERS**

52 When by reason of decreased enrollment of pupils, or by reason of suspension of schools or
53 territorial changes affecting the District, a Board of Education decides that it will be necessary
54 to reduce the number of teachers, it shall have full authority to make reasonable reduction.
55 But, in making such reduction, the Board shall proceed to suspend contracts in accordance
56 with the recommendation of the Superintendent of schools who shall, within each teaching
57 field affected, give preference to teachers on continuing contracts and to teachers who have

1 greater seniority. Teachers whose continuing contracts are suspended shall have the right of
 2 restoration in continuing service status in the order of seniority of service in the district if and
 3 when teaching positions become vacant or are created for which any of such teachers are or
 4 become qualified.

5
6
7
8
9 B. Restoration of Suspended Teachers Due to Reduction of Staff

10 Before vacant teaching positions can be filled by new applicants, teachers whose contracts
 11 have been suspended due to reduction of staff shall have the right to restoration for staffing
 12 teaching vacancies for which they are or have become qualified in the following order:

- 13
14
15 (1) Those on continuing contracts with greater seniority.
 16 (4) Those in limited contracts with greater seniority.

17
18
19
20
21 C. Seniority Determination

22 Seniority for the above purposes shall be computed according to the first compensable date of
 23 employment. The Board and the Association shall jointly determine a method for breaking
 24 ties that might occur.

25
26
27 D. Change in Subject Area or Grade Level

28 Provision shall be made for anyone who is qualified and has seniority to move into another
 29 subject area or grade level. See Articles 3.7 and 3.8.

30
31
32 E. Promotions

33 Refer to Article 3.7 - PROMOTIONS AND VACANCIES

34
35
36 **3.25 EQUAL SPECIAL AREA PROGRAMS**

37 A. The Board shall allocate to each school (K-12) a minimum of one full-time position
 38 to be used for each of the following program areas: art, music, physical education.

39 B. A SBDM council may elect to utilize this allocation for other purposes as permitted
 40 by State Code or Regulation.

41
42
43
44 **3.26 PARENT-STUDENT COMPLAINTS; PROCEDURE**

45 Any complaint made against a teacher shall be called to the attention of the teacher by the
 46 following school day or the next school day on which the teacher and administrator are
 47 present. If the complaint is of a nature to adversely affect the teacher, the teacher must have
 48 an opportunity to answer the complaint and to meet with the complainant within five school
 49 days of the receipt of the complaint. No action shall take place by the administration until
 50 such meeting has taken place. A failure for a meeting to occur will not impede the complaint
 51 resolution procedure.

52
53
54 **3.27 ANONYMOUS COMPLAINTS**

55 Complaints made anonymously shall not be used to reprimand a teacher. (This is not
 56 intended to prevent administrators from sharing anonymous complaints with the teacher.)
 57

1 However, this does not preclude the administration from contacting authorities or opening an
2 investigation in accordance with KRS 620.030 or applicable KRS Statutes.

3
4
5

6 **3.28 BUS DUTY**

7
8 Teachers shall not be required to do bus duty. Teachers who elect to do bus duty shall be
9 compensated at an hourly rate. The Board of Education shall continue to hire aides for this
10 purpose.

11
12

13 **3.29 CONFERENCE EXPENDITURES**

14
15 Monies for professional development activities shall be allocated each year to each school as
16 specified in KRS 160.345, related regulations and guidelines.

17
18

19 **3.30 DUTY FREE LUNCH**

20 The Board of Education shall provide a minimum of thirty (30) minutes duty free lunch for all
21 certified personnel.

22
23
24

25
26 **3.31 ENHANCED SCHOOL SUPPORT STIPENDS**

27
28

29 Schools identified as State Comprehensive School Improvement (CSI) by the Office of
30 Schools and Systems Improvement shall require enhanced support. The following shall be
31 enacted for schools identified as CSI schools and will remain in effect until the school is no
32 longer identified as CSI, or for a minimum of 3 consecutive years from the last identification
33 as a CSI school.

34
35

36 Certified staff who teach at CSI schools will receive the following stipends, in addition to
37 their normal salary and benefits, on the days noted, provided they have been employed at a
38 CSI school since the date of payment of the preceding stipend (or for the first stipend, since
39 the first student day of school). For example, a teacher who begins teaching at a CSI school
40 September 1 will receive the December 30th stipend, but a teacher beginning September 2 (or
thereafter up to November 30) would not receive a stipend until June 30th.

41
42

December 30th - \$1000.00

June 30th - \$1000.00

43
44

45 The above stipends will be paid on the first regular payroll cycle after the dates listed above.
46 Certified staff who are assigned to multiple schools must spend 50% or more of their work
47 time at a CSI school to be eligible for the above stipend.

48
49

ARTICLE IV

50
51

TEACHER EVALUATIONS

52
53

54 **4.1 TEACHER EVALUATIONS**

55

- 1 A. All evaluations shall be conducted by the primary evaluator as designated in the
2 Certified Evaluation Plan.
3
- 4 B. The evaluation cycle for non-tenured teachers shall be one (1) year and for tenured
5 teachers shall be three (3) years. Non-tenured teachers shall receive one full observation by a
6 supervisor by November 15th and a second observation by a supervisor by April 15th. A post
7 conference will follow each observation by the supervisor within five (5) working days of
8 each observation. Tenured teachers shall receive one full formative evaluation (observation
9 and conference) each year of their cycle as well as a summative evaluation (conference only)
10 during the third year of their cycle. A post conference will follow each observation by the
11 supervisor within five (5) working days of each observation. Both non-tenured and tenured
12 teachers develop a Professional Growth Plan following their summative evaluation that will
13 be due to the evaluator by October 15 of the following school year. An evaluation cycle, once
14 in progress, shall not be interrupted unless mutually agreed upon by the teacher and the
15 principal. All teacher evaluations shall be in accord with Board Policy 3.18 and KRS 156.557.
16
17
- 18 C. The Certified Evaluation Plan, the Kentucky Framework for Teaching, and the
19 Teacher Professional Growth and Effectiveness System resources available on the Kentucky
20 Department of Education website should be used as aids to the teacher. All evaluation should
21 be constructive in nature and intended to effect teacher professional growth and effectiveness.
22 The determination of the teacher's Professional Practice Rating should be a collaborative
23 effort based on evidence provided by both the teacher and evaluator as outlined in the
24 Certified Evaluation Plan.
25
- 26 D. The formal evaluation procedure is only part of the total supervisory program and
27 should not be interpreted as the complete program. Additional supervisory teacher visits and
28 conferences for staff development are most beneficial and are encourages as time permits.
29
- 30 E. Good supervisory techniques would include a mutual understanding between the
31 principal and teacher. A scheduled visit should include the purpose of the visit and a follow-
32 up conference which informs the teacher of the result of the visit.
33
- 34 F. The formal evaluation should be done as a team effort and is part of an on-going,
35 continuous process. The instrument is merely the culmination of this process.
36

37 **4.2 EVALUATION PROCEDURE**

38

- 39 A. No later than the end of the first month of reporting for each school year, the
40 building principal shall acquaint each teacher under the principal's supervision with the total
41 Certified Evaluation Plan. No formal evaluation may take place until such orientation has
42 been completed.
43
- 44 B. Sources of student assessment data and multiple measures as described in the State
45 approved Certified Evaluation Plan will be used in the evaluation procedures.
46
- 47 C. A teacher shall not be evaluated by another teacher. Learning walks, and walk-
48 through's shall be used for instructional improvement and will not be used for the evaluation
49 process or a teacher's individual evaluation.
50
- 51 D. All observations of work performance of a teacher shall be conducted openly and
52 with full knowledge of the teacher.
53
- 54 E. Supervisors or instructional coaches may assist teachers at the principal's
55 direction in the improvement of professional performance.
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4.3 EVALUATION PROCESS

The principal, assistant principal, or vice principal shall evaluate each teacher using the processes outlined in the District approved Certified Evaluation Plan jointly designed by the Association and the school administration and approved by the Board. Each formal evaluation shall be preceded by an in-class observation of the teacher’s performance and shall acknowledge evidence indicating the strengths of the teacher evaluated as well as his/her areas of growth.

4.4 EVALUATION CONSULTATION

The evaluator shall hold a conference with the evaluated within five work days from the time of the observation. The determination of the teacher’s individual domain ratings from the Framework for Teaching should be a collaborative effort based on evidence provided by both the teacher and evaluator as outlined in the Certified Evaluation Plan. Before the evaluator submits any evaluation ratings, the teacher shall have the right to upload any explanation as evidence to any domain ratings that are placed on the evaluation instrument. The teacher shall also have the right to attach any response to the printed and signed Summative evaluation.

4.5 IMPROVEMENT OF PROFESSIONAL PERFORMANCE

The building principal shall provide any assistance that he/she deems necessary and reasonable to improve the professional performance of his/her staff. The employee may request that the evaluator demonstrate, or have demonstrated, improved techniques in deficient areas in the classroom setting. The association and its individual members agree to work wholeheartedly in conjunction with the administration to provide programs for the improvement of staff personnel and in-service training.

4.6 RECOMMENDATION FOR RE-EMPLOYMENT OF NON-TENURED TEACHERS

On or before April 30 of each school year, the principal, assistant principal, or vice principal shall complete a written evaluation report and make recommendation to the Superintendent for re-employment for each non-tenured teacher.

ARTICLE V

TERMINATION & NON-RENEWAL

5.1 TEACHER TERMINATION AND NON-RENEWAL OF EMPLOYMENT

- A. Termination of employment of tenured teachers shall be in accord with appropriate Kentucky Revised Statutes 161.720 - 161.810 and this contract and shall be supported by specific and detailed charges plus due process requirements as interpreted by the courts.
- B. The Board and the Association agree that any reduction in the teaching staff shall be consistent with and conform to Kentucky Revised Statutes 161.800.
- C. Nonrenewal of contracts of certified personnel shall be made no later than May 15 in compliance with the requirements of KRS 161.750.

1
2
3 **ARTICLE VI**
4

5 **BENEFITS**
6

7 **6.1 EXPERIENCE CREDIT**
8

9 A. *Teaching Experience*

10
11 The teacher shall be awarded full credit for validated teaching experience in Kentucky public
12 schools outside of the school district as provided for in the appropriate Kentucky Revised
13 Statutes 161.740 and credit for military service as provided for by Board Policy 03.1238.
14

15 B. *Credit for Military Service*

16
17 Certified personnel may not use military service prior to employment to increase teaching
18 experience. If an employee takes a military Leave of Absence during employment and returns
19 to work after completion of the Leave of Absence, employee is made "whole" in terms of
20 teaching experience and seniority as if the employee had never left.
21
22
23
24
25

26 C. *Verification of Rank, Experience, and Salary*
27

28 Within fifteen days of the start of the school year for returning employees, a copy of your
29 salary, rank, and experience, will be provided to the teacher/administrator. Any discrepancies
30 shall be reported in writing to the board of education office no later than September 15th.
31
32

33 **6.2 SALARY SCHEDULE**
34

35 The salary schedule shall be set forth in Appendix II, which is attached to and becomes a part
36 of this Agreement. The salary schedule shall be based on a 187 day school calendar as
37 negotiated by the Board and the Association. The salary schedule shall be renegotiated
38 annually or as mutually agreed upon.
39

40 **6.3 PAY PERIODS**
41

42 The normal pay periods for teachers shall be twenty-six (26) pay periods per year and shall
43 fall on alternate Fridays. Teachers may receive 2 (two) paychecks within five business days
44 after the last compensable day of the school year, and the remainder of the paychecks will be
45 available no later than ten (10) business days following the last compensable day of the school
46 year.
47

48 **6.4 SUPPLEMENTAL JOBS AND PAYROLL PROCEDURES**
49

50 A. A list of supplemental duties to which this provision is applicable shall be available
51 through the Department of Human Resources.
52

53 B. Supplemental pay shall be paid according to one of the following options:
54

- 1 (1) Supplemental pay may be added to the employee's salary and shall be paid
 2 in the paycheck each pay period.
 3
 4 (2) Supplemental pay may be paid in one lump sum at the completion of the
 5 duty and closest to one of the following three (3) extra-duty paydays.
 6
 7 (a) The last payday before Christmas;
 8 (b) The last payday before spring break;
 9 (c) The final payday of the school year.
 10
 11 (3) For each supplemental duty for which an employee is paid, he/she must
 12 choose one option for payment to be in force for the entire contract period.
 13

14 **6.5 REQUIRED MEETINGS**

- 15
 16 A. Every effort shall be made by the building level administrators to schedule all
 17 required meetings within the designated school day. Required meetings called by the building
 18 level administrators outside the designated school day shall not exceed a total of two (2) hours
 19 per month, and shall be limited to a maximum of one hour per meeting.
 20
 21 B. Teachers who are required to attend meetings called by non-building level
 22 administrators shall, at the teacher's option, be financially compensated and/or receive the
 23 appropriate amount of Professional Development for meetings held outside the regular school
 24 day. The rate of compensation shall be established by the Superintendent and the Board of
 25 Education; however, any decrease in the rate of compensation shall be mutually agreed upon
 26 by the Association and the Superintendent.
 27
 28 C. Meetings called as a part of a teacher's additional responsibilities for which they are
 29 compensated are exempt from the requirements contained in paragraph two of this article.
 30 (e.g. Department Chair, Grade Level Chair, and Athletic Director's meetings).
 31

32 **6.6 WORKER'S COMPENSATION**

33
 34 Teachers who qualify shall be reimbursed for injury on the job at the rates determined by the
 35 State Worker's Compensation Board.
 36
 37

38 **6.7 SICK LEAVE - RETIREMENT**

39
 40 A teacher shall receive compensation for unused sick leave according to the following
 41 formula: Number of sick days times the last yearly salary, divided by number of workdays
 42 times .30. This amount will be paid to the teacher in a lump sum payment at the time all
 43 checks are available, but no later than July 1. This settlement shall be added to the last annual
 44 salary of the teacher and so reported to the Retirement Board. This policy shall become
 45 effective July 1, 1981.
 46

47 **6.8 SICK LEAVE - DEATH BENEFIT**

48
 49 Upon the death of a teacher, unused sick leave compensation as computed in 6.7 shall be
 50 awarded to the beneficiary as designated in KTRS documents.
 51

52 **6.9 CERTIFIED EMPLOYEES' CHILDREN**

53
 54 A. Certified employees shall have the option of enrolling their children in the District
 55 school of their choice provided:
 56

- 1 (1) The class size maximum in the District school of their choice is not
- 2 exceeded.
- 3
- 4 (2) The District of non-resident employees signs a contract to transfer ADA
- 5 funds.
- 6
- 7 (3) The employee provides transportation.
- 8
- 9 (4) A written request for school assignment is approved by the Director of
- 10 Pupil Personnel.
- 11
- 12 (5) The program in which the employee desires their child to participate is
- 13 available in the school.
- 14
- 15 (6) After initial approvals granted, only employees that have children moving
- 16 on to a new building, ie k, 6th and 9th grades will require a new application
- 17 prior to the new school year
- 18
- 19 (7) A cut-off date is established.
- 20
- 21 (8) An assignment of schools, once approved, must continue throughout the
- 22 year.
- 23

ARTICLE VII

LEAVES

7.1 SICK LEAVE/PERSONAL LEAVE

Each full time employed teacher shall be entitled to a minimum of one day of sick leave per month or any fractional part of a school month in any current year, plus two additional days designated as "Personal Leave."

A. Sick leave shall be accumulated without limit. Sick leave shall be interpreted as defined by Kentucky Revised Statute 161.155 and by Board Policy 3.1232: 9 1/4 months = 10 days (+2 days); 10 1/4 months = 11 days (+2 days); 12 months = 12 days (+2 days).

B. A teacher shall sign in to Frontline and using the drop down option of sick leave which confirms that the teacher was ill, under medical care or that the teacher was absent for the purpose of attending to a member of his or her immediate family who was ill or under medical care. (It will not be necessary to indicate the nature of the illness.) This is consistent with KRS 161.155.

C. Personal leave days may be accumulated up to four days, at which time unused personal leave days in excess of four days shall become sick leave days. Accumulated personal leave days remaining at retirement shall become sick leave days.

- (1) Personal leave days may be used at the teacher's discretion; provided the teacher notifies the principal one-day in advance that he/she will be absent. No more than 10% of the teachers from each building may utilize personal days on the same day, with no fewer than four personal days shall be granted per building.

7.2 VOLUNTARY SICK LEAVE BANK

The purpose of the Voluntary Sick Leave Bank (hereafter referred to as the Bank) is to provide sick leave to contributors to the Bank after their accumulated sick leave has been

1 exhausted - and more specifically to provide such leave from the Bank in event of prolonged
 2 illness. The Bank rules and guidelines are as follows:

3
 4 A. Voluntary Sick Bank Committee

- 5
 6 (1) The Bank will be operated on a voluntary basis. A committee shall be
 7 formed to administer the Bank and to provide the information whereby the
 8 Business Office of the Boone County Schools Board of Education will keep
 9 the records. The committee shall be empowered to adopt rules and
 10 regulations and to make decisions required to administer the Sick Leave
 11 Bank, as long as these rules, regulations, and decisions do not modify the
 12 agreement herein. The committee will be titled the "Voluntary Sick Bank
 13 Committee" (hereafter referred to as the SBC). The SBC shall be composed
 14 of the following five (5) positions:
 15
 16 a. Superintendent of Schools or designee.
 17
 18 b. President of the Boone County Education Association or designee.
 19
 20 c. One (1) Boone County Administrator. The member is to be
 21 appointed by the Superintendent.
 22
 23 d. Two (2) bargaining unit members. These members are to be
 24 appointed by the Association President; one shall be for a one-year
 25 term, the other for a two-year term.
 26
 27 e. An alternate to the appointed members from each side shall be
 28 designated as needed.
 29
 30 (2) Should a vacancy occur on the SBC, a replacement for the vacant position
 31 shall be appointed by the authority making the original appointment.
 32
 33 (3) One (1) of the bargaining unit SBC representatives will be selected to act as
 34 the chairperson of the SBC. The Boone County Education Association
 35 President will designate the chairperson prior to the first meeting of the
 36 SBC.
 37
 38 (4) The SBC will be responsible for developing the forms needed to operate the
 39 Bank. Enrollment forms shall be two part, with one part going to the SBC,
 40 the other to the Payroll Dept., Central Office.

41
 42 B. Effective Date

- 43
 44 (1) The effective date of the Bank will be the first Boone County Education
 45 Association contract day of the current school year. An enrollment period
 46 of thirty (30) working days following the effective date will be available to
 47 enroll in the Bank. Thereafter, enrollment in the Bank by certified
 48 employees will begin September 1 and end on September 30, or, for
 49 certified personnel employed after September 30, only during the first thirty
 50 (30) days following the first day of employment.
 51
 52 (2) Any employee who is on a Board-approved unpaid leave during the
 53 enrollment period (September 1 through September 30) may become a
 54 participant in the Bank by signing the appropriate form (s) within (10) ten
 55 school days from his/her return from this leave. He/she must furnish proof,
 56 in writing, that he/she was indeed granted leave by the Board.
 57

- 1 (3) The Bank will become operational only after 40% or more of the members
2 of the certified personnel have shown their willingness to participate in the
3 Bank by contributing the individually required number of days to the Bank.
4 The individually required number of days is set forth in Rule IV-3.
5
- 6 C. Membership
7
- 8 (1) The bank shall be established for all certified personnel who indicate their
9 desire to participate by contributing the individually required number of
10 days as indicated in Rule IV-3.
11
- 12
- 13 D. Guidelines
14
- 15 (1) The Bank shall be administered by the SBC in accordance with the
16 following provisions:
17
- 18 a. The Bank may be used only by the individual contributor for his or
19 her personal illness.
20
- 21 b. Days for the Bank may be used only for those workdays that the
22 individual is employed under a Regular Certified Contract.
23
- 24 c. Any person desiring to participate in the Bank will initially donate
25 one (1) day of his or her accumulated sick leave to the Bank.
26 Additional days will be requested by the SBC as required by Rule
27 IV-4.
28
- 29 d. If at any time the number of days in the Bank falls below fifty (50)
30 days, each participant will be required to donate one (1) additional
31 day of his or her accumulated sick leave to the Bank. If a member
32 has used all of his or her sick leave, the additional day will be
33 donated as soon as new sick leave is granted.
34
- 35 e. All days, once donated to the Bank, become the property of the
36 Bank. Unused days will be carried over to the next year.
37
- 38 f. All requests to receive grants from the bank must be submitted, in
39 writing, to the SBC on the prescribed form. The earliest that days
40 will be granted shall be the date that form is received by the SBC.
41
- 42 g. Any person submitting a request to use the Bank must have made
43 his or her proper contribution and met all eligibility requirements.
44 If a person is physically unable to submit the form, the form may
45 be submitted by a proxy.
46
- 47 h. A person will not be able to withdraw days from the Bank until his
48 or her own accumulated sick leave and personal leave is depleted.
49
- 50 i. Days granted from the Bank can only be used for serious accidents,
51 catastrophic illness and illness requiring hospitalization.
52
- 53 j. Written certification will be provided from a Sick Bank applicant's
54 physician substantiating the illness upon application for use of Sick
55 Bank days. Periodic medical reports may also be required. All
56 expenses involved are the responsibility of the applicant.
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- k. Employees may not engage in any gainful employment while on sick leave.
- l. All provisions herein shall apply to pregnancy related matters.
- m. Periodic reviews by the SBC of all bank use will be made. No use may extend more than fifteen (15) full or one-half working days without approval of the SBC. After these fifteen (15) days are used, reapplication may be made for up to an additional fifteen (15) days and in cases of terminal illness a third application may be submitted.
- n. Days will be granted as one-half (1/2) or full working days. Days granted will be reimbursed at a rate equal to the per diem rate of pay on the adopted salary schedule for the individual granted the days.
- o. Any employee eligible to file under the Worker’s Compensation Law must do so before applying to the Sick Leave Bank. Days granted from the bank will be pro-rated to supplement the benefits received under Worker’s Compensation in such a way as to “make whole” the employee’s gross salary.
- p. If any employee uses all accumulated sick leave, has exhausted all sick bank options, and is still unable to return to assigned duties, the employee shall apply for unpaid extended disability leave in accordance with Board policies. An employee need not exhaust all sick leave credit in order to exercise the option of requesting to be placed on extended disability leave in accordance with Board policies.
- q. The SBC will review and present to the Boone County Board of Education Business Office approval or denial of all requests to draw on the Bank within ten (10) working days after such request is received by the committee. The Committee will also make its decision known to the applicant within the same ten (10) day period. In case of approval of application, sick leave pay will be disbursed and deduction will be made from the Bank accordingly.
- r. No committee members shall rule on any usage application of their own or of a relative.
- s. All bookkeeping should be done in the Central Office, with copies supplied to the BCEA. The SBC may audit Central Office Sick Bank records annually.

(2) The Central Office Finance Officer will notify BCEA, through its president, of the number of days in the Sick Leave Bank by August 1 of each year.

E. Appeal Board

(1) An Appeal Board will be established, composed of the following five (5) positions:

- a. The Superintendent of the Boone County Board of Education or designee.

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- b. The Association President or designee.
 - c. Three (3) members will be appointed - one (1) by the Superintendent of Schools and two (2) by the Association President.
 - d. No appointed member of the SBC may at the same time be a member of the Appeal Board.
 - e. An alternate of the appointed members from each side shall be designated as needed.
- (2) The association president or designee will act as chairperson to the Appeal Board.
 - (3) If a request for use of personal illness leave days is denied by the SBC, then the applicant may appeal the committee's decision to the Appeal Board within ten (10) working days after the denial. Any decision by the Appeal Board must be by a majority vote. All decisions of the Appeal Board are final and binding.
 - (4) No Appeal Board member shall rule on any usage application of their own or of a relative.
 - (5) The Appeal Board will rule on any appeal within ten (10) working days after receiving the appeal in writing.
 - (6) The Voluntary Sick Leave Bank is excluded from the Grievance Procedure as outlined in the BCEA contract.

31 F. Members Agreement

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- (1) A member shall be required to furnish a medical report from a licensed physician upon application for use of the Leave Bank. A member may also be required to furnish a medical report from a licensed physician during the time of use of the Sick Leave Bank. The medical report will be at the member's expense. The SBC reserves the right, if necessary, to limit the number of days granted.
 - (2) Sick Bank participants who have used days from the Bank will be required to contribute one day to the Bank upon their next receipt of sick days.
 - (3) In consideration of the benefits of participating in the Bank, each applicant for membership in the Bank shall, as a condition to such application, agree in writing substantially as follows:

"I voluntarily acknowledge and agree that the granting of days from the Voluntary Sick Leave Bank shall be at the sole discretion of the Sick Bank Committee or, in the case of an appeal, the Appeal Board will be final and binding and not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the Boone County Board of Education, its members, the Superintendent, the Boone County Education Association, its members, the Sick Bank Committee, the appeal and all of their agents, for any loss they may sustain as a result of any claim or legal proceeding I may bring against any of them with respect to a decision made by any of them concerning the application."

- 1 (4) When an employee donates days to the Bank, he or she agrees to the above
 2 stated Rules for administration of the Bank and agrees to abide by the stated
 3 Rules.
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7.3 JURY DUTY AND PAY

10 Any teacher who serves on a jury in any duly constituted local, state, or federal court shall be
 11 granted leave for such jury time with full compensation as jury pay for the period of his/her
 12 actual service. Jury pay shall be less any expense pay received when so designated. Teachers
 13 shall be encouraged to perform this civic duty. No teacher shall be unduly influenced or
 14 harassed concerning his/her obligation to serve.
 15

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7.4 POLITICAL LEAVE

19 The teacher shall have the right to become a candidate for public office and to serve in such
 20 elective office unless there is a specific legal prohibition. Upon written application, a leave of
 21 absence without pay in order to run for or to serve in public office shall be considered by the
 22 Board. Upon return from political leave, the teacher shall be restored to his/her former
 23 contract status provided written notice of the teacher's intent to return is received by the Board
 24 of Education by April 1.
 25

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28

7.5 EMERGENCY AND/OR BEREAVEMENT LEAVE

29 A. The teacher shall be granted three (3) days of emergency leave per year. An
 30 emergency is defined as a sudden or unexpected occurrence that demands prompt action.
 31 This is not to be interpreted as leave for personal business. To benefit from this provision, a
 32 teacher must submit an electronic request for an emergency day to the Superintendent's office
 33 via the absence management system. Emergency/berereavement leave is not to be used as sick
 34 leave in accord with Kentucky Revised Statutes 161.152.
 35

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B. The Superintendent or his designee shall grant emergency leave for the following
 legitimate reasons, which shall include:

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- (1) Bereavement - Death of the following relatives: spouse, parents, grandparents, grandchildren, siblings, children, aunts, uncles, nieces, nephews, cousins, corresponding step and in-law relationships. In addition, at the discretion of the Superintendent, leave may be granted for others not specifically listed.
- (2) Emergency situations resulting from natural disaster (tornado, flood, etc.) or other damage to personal property requiring immediate attention or action.
- (3) Personal disasters as determined by the Superintendent. This applies only in cases not covered by sick leave.
- (4) Official court appearances for legal matters directly related to District employment for which the employee is subpoenaed (A copy of the subpoena will be required as documentation.) as determined by the Superintendent. This does not include appearances that are personal in nature (non Job-related) to which the employee is a party and the subpoena

1 is obtained by or on behalf of the employee. This also does not include jury
2 duty.
3

4 (5) When such rare occurrences happen that a teacher has exhausted their (3)
5 emergency days, (3) sick days, (2) personal days and a death of an
6 immediate family member (spouse, child, parent) occurs, the
7 Superintendent may grant up to (1) additional personal day.

8
9 C. If a teacher believes he/she has been denied emergency leave unjustly, he/she may
10 appeal the decision to the Superintendent.
11

12 **7.6 DISABILITY LEAVE**

13
14 Teachers shall be granted, upon written request, a leave of absence without compensation not
15 to exceed two years for extended personal illness or other disability. Upon written request of
16 the teacher, this leave may be extended at the discretion of the Board. Upon return from such
17 leave the teacher shall resume the contract status in effect at the time the leave was granted.
18 In case the leave of absence is for reasons of personal illness, the employee shall be required
19 to have a health examination before returning to duty. By April 1, the teacher shall notify the
20 Board of Education of his/her intent to return.
21

22 **7.7 PROFESSIONAL LEAVE**

23 Upon written request in accord with the provisions of leaves of absence as defined in
24 Kentucky Revised Statues 161.770, a Board may grant a leave of absence for a period of not
25 more than two consecutive years without compensation for education or professional
26 purposes. All requests for professional leave shall be considered on an individual basis and
27 must be approved by the Board. Upon return from such leave the teacher shall resume the
28 contract status in effect at the time the leave was granted. Any employee who has been
29 granted a professional leave of absence must notify the Board by April 1 that he/she is
30 planning to return to the school system the following year.
31

32 **7.8 ASSOCIATION LEAVE**

33
34 A. The Board agrees to grant 40 days of Association leave annually. The Board of
35 Education will pay 15 days of Association leave during legislative years when these days will
36 be used for the mutual benefit of the Board of Education and the Association, as approved by
37 the Superintendent. The Association agrees to reimburse the Board for an aggregate total of
38 days utilized by the Association independent of the Board's consent.
39

40 B. At the request of the Association, the Board agrees to grant the elected president of
41 the Association a paid leave of absence for the duration of his/her term. Following this leave,
42 the Association president will be returned to his/her original position and school, with no loss
43 of experience, seniority or retirement credit. The Association agrees to compensate the
44 district at a rate based on Rank II zero years of experience.
45

46 C. A leave of absence shall be granted a tenured faculty member for the purpose of
47 serving as an officer or staff member of a professional association, either local, state, or
48 national.
49

50 **7.9 RETURN TO ORIGINAL JOB**

51
52 A. The Board will keep the teacher's assignment available with the following
53 qualifications:
54

- 1 (1) Upon return from a leave granted for one year, the teacher will, at his/her
 2 request, return to his/her original job provided the original leave request for
 3 one year stipulates the teacher's desire to return to his/her job.
 4
 5 (2) Upon return from a leave granted for two years, an elementary teacher will
 6 be assigned to his/her original building, and a secondary teacher will be
 7 assigned to his/her original subject assignment, provided the original second
 8 year leave request stipulates this desire.
 9
 10 B. These stipulations will apply when:
 11
 12 (1) The teacher notifies the Board by April 1.
 13
 14 (2) Such position has not been eliminated during the teacher's absence for
 15 reduction of staff.
 16
 17 (3) The teacher has requested such leave at least four weeks prior to the
 18 anticipated date on which the leave is to commence.
 19

20 **7.10 SHORT-TERM LEAVE WITHOUT PAY**

21
 22 If a teacher wishes to be absent from school, and the absence is not defined in the preceding
 23 clauses, the teacher may be permitted leave without compensation provided he/she notifies the
 24 building principal with approval of the Superintendent or designee at the earliest possible date
 25 of his/her intent to be absent.
 26
 27
 28

29 **ARTICLE VIII**

30
 31
 32 **GRIEVANCE PROCEDURE**

33
 34 **8.1 DEFINITIONS**

- 35
 36 A. This grievance procedure hereby adopted by the Boone County Board of Education
 37 and the Boone County Education Association is designed to improve the opportunity for a
 38 teacher to initiate a grievance procedure.
 39
 40 B. The purpose of the grievance procedure is to secure equitable solutions to the
 41 problems at the lowest possible administrative level. All documented claims or any complaint
 42 alleging improper, or discriminatory conduct presented by the grievance committee of the
 43 Association that there has been a violation; misrepresentation or misapplication of the terms
 44 of this Agreement, Board Policy, and/or public laws, shall constitute a grievance. The
 45 number of days indicated at each level of the procedure should be considered as maximum.
 46 All meetings should be held at times mutually agreeable; however, the time limits specified in
 47 this Article may be extended by mutual agreement of the parties. All time limits consist of
 48 school days except the following days that shall not be counted for the purpose of determining
 49 time limits referred to in this Agreement:
 50
 51 (1) Any days designated as holidays; professional meeting days; national, state,
 52 or local disaster; or calamity days or mourning days.
 53
 54 (2) Any days during the school term when school is closed. This Agreement is
 55 applicable to all members of the bargaining unit.
 56

- 1 (3) "Grievant" means the teacher(s) that are directly affected by the alleged
 2 violation and making the complaint. In cases where an alleged grievance
 3 affects two (2) or more teachers in a building, or two (2) or more teachers in
 4 the district, said grievance complaint shall be initiated at the Informal Level
 5 as provided herein. In the event that said alleged grievance directly affects
 6 two (2) or more employees in different buildings, any grievance complaint
 7 shall be initiated by the Association at Formal Level Two as provided
 8 herein. Grievances involving an administrator above the building level
 9 shall be filed by the Association at Level Two.

10

11

12 **8.2 GRIEVANCE FORMS**

13

14 The grievance forms utilized in this Agreement are as follows:

15

16 A. Communication of a Grievance-Initiation Form

17

- 18 (1) This form will be utilized to initiate a communication of grievance at the first
 19 level. It will contain the name of the teacher, title, home address, the teacher's
 20 work location, the date of the communication, a space for the teacher to draft
 21 his/her communication of grievance, and a space for the written response of the
 22 immediate supervisor. The Communication of Grievance - Initiation Form will
 23 be provided to any interested teacher. (See Form A).

24

25

26

27

28 B. Communication of Grievance-Transmittal Form

29

- 30 (1) This form will be utilized to transmit a communication of a grievance to a
 31 designated level, beyond Level One, as provided in this Agreement. This form
 32 shall contain the name of the teacher, title, home address, the teacher's work
 33 location, the date of the communication of grievance, and space for the written
 34 response. If the teacher wishes, he/she may indicate on this form the
 35 disagreement of the previous decision or decisions. (See Form B).

36

37 **8.3 PROCEDURES – INFORMAL LEVEL**

38

39 A. The parties hereto acknowledge that it is usually most desirable for a teacher and the
 40 teacher's immediately involved supervisor to resolve problems through free and informal
 41 communications.

42

43 Inability to revolve or discuss problems at the informal level shall not prohibit a
 44 teacher from filing a formal grievance within 100 school days from the date of the original
 incident.

45

46 When requested by a teacher, a representative of the Association shall accompany
 47 the teacher and assist in the informal resolution of the grievance, advising the administration
 one (1) day prior to the meeting of the Grievant's plan to be represented.

48

49 If the administrator is going to be represented by other administrators, he/she shall
 inform the Grievant of this one (1) day prior to the meeting.

50

51 Within five (5) days after presentation of the informal grievance, the principal or
 immediate supervisor shall give his/her answer orally to the Grievant.
 52 Every effort should be made by both parties to resolve any grievance at this stage
 53 provided that the adjustment is not inconsistent with the terms of this Agreement and meets
 54 the approval of the Association. If, however, the informal process fails to satisfy the teacher
 55 or the Association, a formal grievance may be filed. Only district employees may file
 56 grievances, unless the incident involves a violation of federal or state law.

1 The formal grievance shall be processed according to the Levels of Communication
 2 of Grievance described in 8.4
 3

4 **8.4 LEVELS OF COMMUNICATION OF GRIEVANCE – FORMAL**
 5
 6

7 LEVEL I: Within ten (10) days of the informal communication of the
 8 grievance the Grievant may present the grievance in writing to the
 9 principal or immediate supervisor for his/her disposition. The
 10 supervisor shall discuss with the teacher the nature of the grievance
 11 and any action that the supervisor believes should be taken to
 12 resolve the concern of the teacher. The supervisor shall provide a
 13 written response including rationale to the teacher and the
 14 Association no later than ten days after receipt of the teacher's
 15 written communication of the grievance.
 16

17 LEVEL II: If the grievance is not resolved at Level One, or if no written
 18 decision has been rendered within the time limit, the teacher or
 19 Association may, within five (5) days after receiving the Level
 20 One decision, appeal the grievance to Level Two. The appeal shall
 21 include a copy of all materials and evidence previously submitted
 22 and a copy at the same time shall be given to the principal or
 23 immediate supervisor involved. The Grievant shall submit the
 24 written claim signed by him/her to the Superintendent.
 25

26 LEVEL III: Within ten (10) days of the receipt by the Superintendent of the
 27 appeal, the Superintendent or Designee will arrange a meeting with
 28 the Grievant. Within five (5) days of the conclusion of the
 29 meeting, the Grievant shall be provided with the Superintendent's
 30 or Designee's written response, including the reasons for the
 31 decision. In rare instances, it may be appropriate for the Teacher
 32 Association to give his/her communication of grievance directly to
 33 the Superintendent or Designee thus bypassing Levels I and II of
 34 this procedure. This action shall be taken only in those rare
 35 instances where the grievance communicated is of such a personal
 36 and private nature that it cannot be effectively communicated at
 37 Levels I and II; or, in those instances where the nature of the
 38 grievance would require the initial response of the Superintendent
 39 or Designee.
 40

41 LEVEL IV: For all the matters, within thirty (30) days of the receipt of the
 42 Level III decision, the Association may, upon written notice to the
 43 Superintendent, submit the grievance to advisory arbitration.
 44 Within ten (10) days after receipt of the demand for arbitration, the
 45 parties shall mutually request from a panel of retired Judges who
 46 served in the Circuit courts of Boone, Kenton or Campbell
 47 Counties, the Kentucky Court of Appeals or Kentucky Supreme
 48 Court. In the event there is no mutually agreeable retired judge, we
 49 will resort in utilizing the American Arbitrator Association.
 50

51 The parties shall set a meeting at a mutually agreeable time after
 52 receiving the list of arbitrators and attempt to agree on one (1)
 53 arbitrator. If the parties cannot agree on one arbitrator, they shall
 select an arbitrator by alternately striking names from the list, with

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the Association striking first. The last name remaining on the list shall be the arbitrator. If the arbitrator chosen is unable to serve, the parties shall request a new list from a panel of retired Judges who served in the Circuit courts of Boone, Kenton or Campbell Counties, the Kentucky Court of Appeals or Kentucky Supreme Court. In the event there is no mutually agreeable retired judge, we will resort in utilizing the American Arbitrator Association.

There shall be no new issue, evidence, material, or allegation submitted by either party during the grievance process once a formal grievance is appealed to advisory arbitration.

Representatives of the Board and the Association shall meet not fewer than fourteen (14) days prior to the date for any arbitration hearing. At said meeting, the parties will frame issue (s) or question (s) to be arbitrated, if possible, and if agreement is reached, put the issue (s) or question (s) into writing to be signed by each and submitted jointly at the appropriate time to the arbitrator. In the event that agreement on the issue (s) cannot be reached by the parties, the arbitrator shall resolve the matter by defining the issue (s) which will be dealt with at the hearing. Only the issues raised during the grievance procedure will be considered at the pre-arbitration meeting.

The fees and expenses of the arbitrator shall be shared equally by the Association and the Board, and all other expenses shall be borne by the party incurring them.

The arbitrator shall hold a hearing as soon as possible. Within thirty (30) days of the date on which the record is closed by the arbitrator, said arbitrator shall submit to both parties his/her recommendation which shall be advisory only. Said advisory recommendation of the arbitrator shall be in writing and shall be signed by the arbitrator.

In the event either party raises a threshold question of arbitrability, the arbitrator shall first rule on the arbitrability of the grievance. With such ruling by the arbitrator that the grievance is not arbitrable, the grievance shall be deemed resolved by the answer rendered at Level III. Neither party shall be permitted to assert any grounds or evidence before the arbitrator, which was not previously disclosed to the other party.

The arbitrator shall be without power or authority to alter, amend, disregard, or modify any of the terms of this Agreement or to make any recommendation which would be inconsistent with applicable law require commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator's powers shall be limited to advising on whether or not the Board has violated any express article or section of this contract or Board Policy and providing a rationale for his/her recommendation.

LEVEL V: Within fifteen (15) days or the next regularly scheduled board meeting, whichever is later, of the receipt of the arbitrator's recommendation, the Board, by roll call vote, shall accept or reject the recommendation. The Association shall, in accord with the

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process set out in Article V of this Agreement, reserve the right to have a representative present and be on the agenda at this meeting and present the Association’s position.

8.5 MISCELLANEOUS

The Board and the Association shall fully cooperate and quickly respond to request or information made by either party. At any level of this procedure, the Grievant shall have the right to be represented by the Association. At any level of this procedure, the Board shall be represented by the person (s) of the Board’s own choosing.

8.6 IDENTIFICATION OF PARTIES

- 1. Teacher - A full time, certified employee of the Board who initiates a communication of grievance in accord with the provisions of this Agreement.
- 2. Immediate Supervisor - The administrator or supervisor who is immediately responsible for the teacher in a given building, division, section or department of the Boone County School District.
- 3. Designated Administrator - The administrator above the teacher’s immediate supervisor, who has administrative responsibility for the teacher and his or her immediate supervisor.
- 4. Managerial/Supervisory Personnel - Personnel designated to act in a management or supervisory capacity in a school in the school district.
- 5. Non-managerial/Non-supervisory Personnel - Personnel who are not designated as managerial or supervisory employees.

8.7 ASSOCIATION PARTICIPATION

When a teacher is not a member of the Boone County Education Association, the Association shall have the right to have its representative present to state its views at any stage of the grievance procedure, except the informal level.

8.8 NO REPRISAL CLAUSE

No reprisal shall be taken by the Board or the administration against any teacher because of the teacher’s participation in a grievance, whether formal or informal.

8.9 FILING OF MATERIALS

All records related to a grievance shall be filed and maintained by the Superintendent separately from the personnel files of the teachers and shall be confidential. Neither the teacher, the Association, the Board or any agent of the Board, shall make future use of these records for any purpose or in any manner which would be in any way harmful or damaging to the professional reputation or character of the teacher, except where any such material or records are necessary to the function of routine school matters. If legal action is filed by the teacher against the Board or by the Board against the teacher, these records may be used.

8.10 GRIEVANCE WITHDRAWAL

1 A grievance may be withdrawn at any level with or without prejudice at the option of the
2 Association.

3
4 **8.11 RELEASED TIME**

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6 Should the investigation or processing of any grievance require that an employee and/or an
7 Association representative be released from their regular assignment, the employee and/or
8 Association representative shall be released without loss of pay or benefits.
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14 **8.12 RECORDING PROCEDURE**

15
16 Any recording of a meeting grievance procedure shall be with the full knowledge of all the
17 parties involved with the meeting. The party recording the meeting shall make available,
18 upon request, copies of the recording to the other parties.
19

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23 **ARTICLE IX**

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27 **NEGOTIATIONS PROCEDURE**

28
29
30 **9.1 REPRESENTATIVES**

31
32 The parties agree that their duly designated representative shall negotiate in good faith with
33 respect to the terms of this Agreement. Each party shall select its own representatives.
34

35 **9.2 POWER TO NEGOTIATE**

36
37 Both parties agree that it is their mutual responsibility to confer upon their respective
38 representative the necessary power and authority to make proposals, to consider proposals, to
39 make counter-proposals in the course of negotiations and to reach tentative agreements, which
40 shall be presented respectively to the Board and the Association for ratification.
41

42 **9.3 COMMENCEMENT OF NEGOTIATIONS**

43
44 Negotiations shall begin no later than March 15. If requested by either party, both parties
45 may agree to an alternate date. If the parties cannot agree on a meeting place, the parties shall
46 alternate the right to select the meeting location. The Association shall have the first right to
47 select the meeting location.
48

49 **9.4 SUBSEQUENT MEETINGS**

50
51 The date, time, place, and the agenda of the next meeting shall be established before the
52 adjournment of any meeting.
53

54 **9.5 CLOSED SESSIONS**

55

1 All negotiation sessions shall be closed to the public. Members of the Association shall, at
 2 the option of the Association, have the right to observe negotiation sessions.

3
 4 **9.6 CONTRACT MODIFICATIONS**

5
 6 If either party desires to modify or amend this contract, a written notice must be submitted to
 7 the other party during the period of February 1 to February 28. The written notice is to
 8 include a list of those items, which are proposed for negotiation for the next contract period.

9
 10 **9.7 IMPASSE**

11
 12 If agreement is not reached either party may declare to the other in writing that an impasse
 13 exists and call for mediation and fact-finding.

14
 15 **9.8 MEDIATION**

16
 17 When an impasse has been declared, the Federal Mediation and Conciliation Service (FMCS)
 18 or other mutually agreed upon sources shall be requested by the parties to appoint a mediator
 19 from its staff. The mediator shall meet, as soon as possible, with the parties or their
 20 representative or both, either jointly or separately, and shall take such steps, as the mediator
 21 deems appropriate to persuade the parties to resolve their differences and affect a mutually
 22 acceptable agreement. It is understood that this mediation is of an advisory nature.

23
 24 **9.9 FACT FINDING**

25
 26 If either party feels that mediation is not productive, it can notify the other party in writing of
 27 the intent to take the issues in dispute to fact finding. The parties shall contact FMCS for the
 28 appointment of a fact finder. The fact finder shall be different from the mediator previously
 29 appointed. The fact finder shall conduct hearings as soon as possible upon notification of the
 30 dispute. The fact finder shall issue his/her report within 14 days after the conclusion of the
 31 hearing. Both parties shall meet and accept or reject the fact finder's report. Both parties
 32 shall bear the expenses of their presentation and shall equally pay for the charges incurred by
 33 the fact finder.

34
 35 **9.10 FINAL APPROVAL**

36
 37 When the Association and the Board reach tentative agreement on all matters being
 38 negotiated, the items will be produced in writing and shall be submitted to the membership of
 39 the Association for ratification and to the Board for official approval.

40
 41
 42 **ARTICLE X**

43
 44
 45 **ADMINISTRATIVE EVALUATION AND APPOINTMENT**

46
 47 **10.1 PROCEDURE AND INSTRUMENT DEVELOPMENT**

48
 49 A Culture and Climate committee shall be appointed for the purpose of developing a
 50 procedure and an instrument for the surveying of the school culture and climate. The
 51 committee shall be composed of three (3) administrators appointed by the Administrators
 52 Association, four (4) teachers appointed by BCEA, and one (1) district representative
 53 appointed by the Superintendent. The appointment shall reflect a cross section of grade levels
 54 within the district. The Culture and Climate committee will have its first meeting each year
 55 prior to January 1st. The Culture and Climate survey will be given each year, regardless of

1 any other survey administered by the Board of Education or state, unless mutually agreed
 2 upon by both BCEA executive council and the board of education. A document of that
 3 agreement will be recorded in the minutes of both parties no later than March of that school
 4 year.

6 **10.2 BASIC CONCEPTS**

8 A. The procedures and instrument shall reflect the following concepts:

10 (2) All administrators and supervisory personnel shall annually receive
 11 feedback on the culture and climate of the school including leadership,
 12 teacher support, focus on student achievement, and organizational
 13 management.

15 a. by the faculty at each school in which they work; or

17 b. by the faculty members with which they are associated.

19 B. The compiled survey results for each school shall be provided to the Principal, and
 20 the Superintendent, and /or his/her designee. The survey will be used only for
 21 improvement of the school culture and climate. The data may be considered as part
 22 of the needs assessment when revising or rewriting the School Improvement Plan
 23 (SIP). The results may be used for school improvement purposes but shall not be
 24 used as the basis for individual performance evaluations for any member of the
 25 faculty, staff, or administration at any school.

27 **10.3 NEW SUPERINTENDENT**

29 In the event of the hiring of a new Superintendent, the Association's designated
 30 representatives shall be included in the interview processes and make recommendations
 31 before hiring of said Superintendent.

35 **ARTICLE XI**

37 **PROFESSIONAL DEVELOPMENT**

40 **11.1 ALTERNATIVE PROFESSIONAL DEVELOPMENT DAYS**

42 Teachers attending educational workshops, seminars, visitations, and conferences outside the
 43 normal school day shall be given the option to substitute the time in attendance for up to two
 44 (2) in service (PD) days with approval of principal.

46 **11.2 PROFESSIONAL CONFERENCES**

48 The SBDM Councils shall pay for substitute teachers for teachers who attend professional
 49 conferences. Teachers shall be reimbursed for transportation, registration or fees, meals, tolls,
 50 tips, lodging, if necessary, etc. Expenses for academic conferences shall have priority over
 51 extra-curricular area conferences. All conferences are subject to the prior approval of the
 52 Superintendent and/or his designee. Teachers who are denied the opportunity to attend a
 53 conference shall receive an explanation in writing detailing the reasons for the denial.
 54 Requests to attend conferences shall not be denied for arbitrary and capricious reasons and
 55 denials are subject to the grievance procedure.

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ARTICLE XII

EMERGENCY SCHOOL CLOSINGS

12.1 NOTIFICATION PROCEDURE

When an emergency confronts the schools, notification of the non-opening of school will be released for broadcast over the designated radio stations by 6:00 A.M. except when the emergency occurs after 6:00 A.M. At any time an emergency situation confronts the school notification will be posted on social media and communicated through the “all call” system.

12.2 SCHOOL CLOSING: LEAVE DAYS

When the schools or school offices are officially closed, no leave previously arranged by a teacher will be deducted.

12.3 INCLEMENT WEATHER: LOSS OF PAY

Teachers who are unable to report for work as scheduled because of inclement weather shall not be charged with loss of pay because of such failure to report, provided that the teacher has made every effort to report, has reported as soon as possible after the weather conditions have abated, and has notified his/her immediate supervisor. This absence can be charged to emergency leave.

12.4 BOMB THREAT: PROCEDURE

In all cases where a school official is notified of a bomb threat, the school administration will assess the situation regarding safety of students and staff and make a determination on the need for evacuation. No teacher shall be required by school personnel to search for the bomb. The teachers shall be responsible for students while on school property.

12.5 OFFICIAL DECISION

An official having the power to make the decision discussed in Article 12.1 through 12.4 shall be available at all times.

ARTICLE XIII

EFFECT OF AGREEMENT

13.1 COMPLETE UNDERSTANDINGS

The terms and conditions set forth in this Agreement represent the full and complete understandings between the parties. The terms and conditions may be modified only through the written mutual consent of the parties. It is understood that there will be no further negotiation on any item listed in this Agreement for the duration of this Agreement.

13.2 INDIVIDUAL CONTRACT

54
55

1 The terms and conditions of this Agreement shall affect the individual contracts of all
2 certified employees as identified in Item 1.1 of this Agreement.
3

4 **13.3 SAVINGS CLAUSE**
5

6 Should any article, section or clause of this Agreement be declared illegal by a court of
7 competent jurisdiction, then that article, section or clause shall be deleted from this
8 Agreement to the extent that it violates the law. The remaining articles, sections and clauses
9 shall remain in full force and effect.
10

11 **13.4 TERMS OF AGREEMENT**
12

13 The terms of the Agreement shall supersede rules, regulations or practices of either party,
14 which may be contrary or inconsistent with the terms of this Agreement.
15

16 **13.5 LENGTH OF AGREEMENT**
17

18 The terms of this Agreement shall remain in full force and effect from the date of ratification
19 and acceptance by the Board and Association through June 30, 2023.
20

21 **13.6 NEGOTIATION OF A NEW CONTRACT**
22

23 In March, prior to the expiration of this contract, both parties shall begin negotiation on a new
24 contract, and this contract will remain in effect until a new one is negotiated.
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30 Karen Byrd , CHAIRPERSON
31 BOONE COUNTY SCHOOLS
32

33 Mary Wilson, PRESIDENT
34 BOONE COUNTY EDUCATION ASSOCIATION
35

36 DR. RANDY POE, SUPERINTENDENT
37 BOONE COUNTY SCHOOLS
38

39 Last Updated on June 2019