

CONTRACTUAL AGREEMENT

of the

BOONE COUNTY

EDUCATION ASSOCIATION

and the

BOONE COUNTY

BOARD OF EDUCATION

BOONE COUNTY SCHOOLS

June 2024

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:

Mr. Matthew Turner, Superintendent

Jesse Parks, Board Chair

Cindy Young, Board Member

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Linda Schild, Director of Finance

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Negotiated Contract in effect until June 2028

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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 ensure 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.

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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.
47

48 **1.6 DEFINITIONS**

49
50 A. Abuse of a Teacher: (KRS 161. 190) Whenever a teacher is functioning in his
51 capacity as an employee of a board of education of a public school system, it shall be
52 unlawful for any person to direct speech or conduct toward the teacher when such person
53 knows or should know that the speech or conduct will disrupt or interfere with normal school
54 activities or will nullify or undermine the good order and discipline of the school.

55 B Assault: the wrong act of causing someone to reasonably fear imminent harm.

- 1 C. Battery: the actual wrong act of physically harming someone.
 2 D. Association Member: This shall include any dues paying member of the Association.
 3 E. Curriculum: Curriculum addresses how learning experiences are designed at the
 4 local level from the foundational framework of state standards. Curriculum is the central
 5 guide for all educators as to what is essential for teaching and learning so that every student
 6 has access to rigorous academic experiences. It's the bundling and pacing of state standards
 7 into district units of study. Curriculum includes the vast array of pedagogy, readings, learning
 8 experiences, instructional resources and local mechanisms of assessment, including the full
 9 body of content knowledge to be covered across a progression of learning. Boone County
 10 Schools provides a curriculum that is guaranteed and viable, giving students access to the
 11 same essential learning outcomes in the instructional time allotted, regardless of who is
 12 teaching the class.
 13 F. Days: For purposes of this contract, days, unless otherwise specified, will mean
 14 school days during the school calendar year; business days outside of the school calendar
 15 year.
 16 G. Grievance: All documented claims of any complaint alleging improper or
 17 discriminatory conduct presented by Association members or nonmembers that there has been
 18 a violation, misrepresentation or misapplication, or inequitable application of the terms of this
 19 Agreement, Board Policy, and/or public laws.
 20 H. Immediate Family: This shall include, but is not limited to: parent, step-parent, child,
 21 step-child, spouse, sister, brother, grandparent, grandchild, parent-in-law, sister-in-law,
 22 brother-in-law, son-in-law, daughter-in-law, aunt, uncle, cousins, niece, and nephew. At
 23 discretion of the Superintendent, others not listed here may be approved as immediate family.
 24 I. Passing Period: The time needed in between homeroom, classes, planning periods,
 25 etc. for students and/or faculty members to travel to their next destination.
 26 J. PLCS: Practical Living (health, physical education) and Career Studies
 27 K. Representative of the Association: The representative of the Association may include
 28 but is not limited to the Association president, other member of BCEA, or a member of the
 29 Association's affiliates.
 30
 31

ARTICLE II

TEACHER AND ASSOCIATION RIGHTS

2.1 NON-DISCRIMINATION

37 The Board shall not discriminate against any teacher or prospective teacher for reason of race,
 38 creed, color, marital status, age, sex, national origin, religion, political affiliation, residence,
 39 genetic information, gender identity, sexual identification, or place of birth (except as affected
 40 by K.R.S. 161.600 in regard to age.) The Board shall not discriminate against Association
 41 members; specifically, the Board or its designee shall provide a minimum of verification of
 42 employment to a prospective employer upon employee request. Any letter of reference so
 43 written shall be substantiated by the individual personnel file.
 44
 45

2.2 SCHOOL LAW OF KENTUCKY

48 Whenever rights, benefits, or constraints accorded teachers under the laws and regulations of
 49 the Commonwealth of Kentucky exceed the benefits or constraints accorded to teachers
 50 elsewhere in the Agreement, then such rights, benefits, or constraints shall be incorporated
 51 into, and become part of, this Agreement, except in instances where the laws and regulations
 52 of the Commonwealth of Kentucky provide for permissive agreement of the Board.
 53
 54

2.3 ACADEMIC FREEDOM

55

1
2 The Board and the Association agree that academic freedom is basic to the attainment of the
3 educational goals of the Boone County Public Schools and agree that:

4
5 A. The parties seek to educate young people in the democratic tradition, to foster
6 recognition of individual freedom and social responsibility, to inspire meaningful awareness
7 of the respect for the Constitution and the Bill of Rights, and to instill appreciation for the
8 value of individual personality.
9

10 B. The school district shall at all times strive to promote tolerance for the views and
11 opinions of others and for the privilege of individuals to form and hold differing views and
12 opinions.
13

14
15 **2.4 RIGHT TO ORGANIZE**

16
17 A. Teachers shall have the right to organize, join, and assist the Association and to
18 participate in professional negotiations with the Board. The Board shall not discriminate
19 against any teacher with respect to hours, wages, terms, and conditions of employment for
20 reasons of membership in the Association, or participation in negotiations with the Board, or
21 the institution of any grievance, complaint, or proceeding under this agreement. The
22 Association and its designees shall have the right to the use of buildings as described in 2.9.
23 The Association President, or designee, or staff may conduct school visits at the request of
24 members during the school day when it does not interfere with normal classroom duties. Upon
25 arrival, the representative(s) will check in through the Main Office and will follow all visitor
26 check-in protocols.
27

28 B. The Board shall provide electronically the Association with the names and building
29 assignments of new employees n the first of each month.
30

31
32 **2.5 TEACHER DISCIPLINE**

33
34 A. No employee covered under the terms of this Agreement shall be disciplined,
35 reduced in compensation, suspended for disciplinary reasons, terminated, or adversely
36 evaluated without just cause. To have just cause the Board of Education or its agents must
37 comply with the following:
38

- 39 (1) The employee has had the opportunity to have foreknowledge of
40 the possible or probable disciplinary consequences of the conduct
41 or performance.
42
43 (2) The policy or rule is reasonably related to the orderly, efficient and
44 safe operation of the schools.
45
46 (3) Before disciplining or terminating the employee, a fair and
47 objective investigation was made to discover whether the
48 employee violated, disobeyed or failed to comply with the policy
49 or rule and the decision was based on substantial evidence and/or
50 proof.
51
52 (4) The policy, rule, or penalty was applied equitably and without
53 discrimination.
54
55 (5) The degree of formal discipline or termination of an employee in a
56 particular case reasonably relates to (a) the seriousness of the

1 employee's proven offense and (b) the record of the employee's
 2 service with the employer.
 3

4 B. Discipline shall be progressive. "Progressive discipline" as used here shall mean a
 5 graduated use of increasingly more severe forms of discipline in response to each successive
 6 infraction. The facts and circumstance of each individual case will determine proper and
 7 appropriate disciplinary action as long as the action taken is consistent with this article. The
 8 employee shall be notified of the right to representation and the right to dispute.
 9

10 An Informal conversation, that would not lead to disciplinary action, may
 11 be held with an employee and their immediate supervisor, Principal, or
 12 Director to discuss various matters related to job responsibilities and duties.
 13

14 Authorized forms of discipline are reserved to the Superintendent of Schools in conjunction
 15 with KRS 161.780 and KRS 161.790:
 16

- 17 (1) Informal Counseling
- 18 (2) Verbal reprimand
- 19 (3) Written reprimand
- 20 (4) Suspension with pay
- 21 (5) Suspension without pay
- 22 (6) Termination of employment.

23 All available information pertinent to forming the basis for disciplinary action will be made
 24 available to the employee. At the discretion of the superintendent, a private written reprimand
 25 may be issued as a form of discipline. The discipline process procedure is excluded from the
 26 grievance procedure, per KRS 161.790.
 27

28 C. Employees will only be reported to the Educational Standards Board consistent with
 29 KRS 161.120.
 30

31 **2.6 REPRESENTATION**

32 **A. Representation at a Meeting with Supervisor**

33 When a teacher is required to meet with their supervisor concerning any matter which could
 34 lead to disciplinary action, the teacher shall be entitled to have a representative present of
 35 his/her choice. Further, when a teacher is required to meet with their supervisor, the teacher
 36 shall be advised in writing of the reason for meeting at least 24 hours prior to the meeting,
 37 unless the matter is a concern of school or community safety or pertains to a matter that must
 38 be resolved in 24 hours.
 39

40 **B. Representation with the Superintendent**

41 When a teacher is required to appear formally before the Superintendent or Designee
 42 concerning any matter which could adversely affect the teacher's employment, the teacher's
 43 position, or the teacher's salary, the teacher shall be entitled to have present a representative
 44 of his/her choice. Further, when a teacher is required to appear before the Superintendent or
 45 Designee, the teacher shall be advised in writing of the reasons for the requirement at least 5
 46 business days prior to the meeting. Formally is defined as specific written charges against a
 47 teacher. The teacher/administrator may request, by placing it in writing, all documents that
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1 will be used during the hearing. No less than 24 hours will be given to review the
 2 documentation. In the event that the teacher needs additional time to review and gather
 3 supporting documentation, an additional 24 hours may be granted by mutual agreement of
 4 both parties.

5
 6 C. Representation with the Board of Education

7
 8 No teacher/administrator shall be discussed at a regular, special, or closed session of the
 9 Board, unless he/she has been notified at least forty-eight (48) hours prior to the meeting time.
 10 The teacher/administrator shall be provided an opportunity to represent himself/herself and
 11 shall have the right to have a representative present if he/she desires one.

12
 13 Because the reputation of present and future employment of a teacher/administrator may be
 14 affected, all such discussions shall be held in closed session unless the individual
 15 teacher/administrator requests an open discussion.

16
 17 Should personnel complaints arise unexpectedly in an open session of the Board of Education,
 18 the Board of Education shall refrain from openly commenting on such matters until those
 19 investigative procedures have been completed. Under the above circumstances, the Board
 20 Chairman shall read the following statement: "In order to preserve the integrity and
 21 contractual rights of the employee, we cannot at this time address your complaint."

22
 23 The Board, in Closed Session during normal routine business, can discuss an employee in
 24 order for the Board to receive information required to perform their legal duties.

25
 26
 27 **2.7 PERSONNEL FILE**

28
 29 A. Upon receipt of a signed request by the teacher, that teacher shall be permitted
 30 immediate access to inspect the contents of the District's personnel file relating to him/her. A
 31 representative from the Association may, at the teacher's request, accompany the teacher in
 32 this review. The custodian of the records or his/her designee must be present.

33
 34 B. Each teacher's personnel file should contain the following minimum items of
 35 information: copies of annual contracts, teacher certificates, transcript of academic records,
 36 continuing contract. No evaluation, correspondence, or other material making derogatory
 37 reference to a teacher's competence, character, or manner shall be kept or placed on file
 38 without the teacher's knowledge and opportunity to attach his/her comments. An employee
 39 shall have the right to file an answer to any derogatory material which is included in that
 40 employee's personnel file, and such answer shall be attached to the file copy. An employee
 41 who alleges that information in that employee's personnel file is false, misleading, or
 42 detrimental shall have the right to file a grievance at Level II of the Grievance Procedure for
 43 the purpose of having such information corrected or removed.

44
 45 C. Each employee shall only have two (2) files maintained by the district:
 46 1. A **personnel file** that is kept and maintained by the District's Human Resources
 47 Department, and
 48 2. The **evaluation file** (which is not accessible to the public) that is kept and
 49 maintained by the school principal or the district official evaluating the employee.

50
 51 Below is a list of the items that may be included in an employee's **evaluation file**. All records
 52 listed should be destroyed three (3) years after termination of school employment (unless
 53 otherwise noted according to statute of the Public School District Records Retention
 54 Schedule):

- 55 • Employee evaluations - copy of the employee's formative and/or summative
 56 evaluations (the official copies of summatives reside in the personnel file)

- Correspondence - this may include intra-office memoranda; notes setting forth opinions, observations, and recommendations; electronic communications; records of conversation; performance improvement plans (PIP); unsubstantiated complaints and investigations.

The evaluation file shall be kept within the building to which the teacher is assigned. The only items which may remain in the file are items which are required to be retained by the Kentucky Public School District Records Retention Schedule.

Employees must be made aware of all documents that are placed in their evaluation file. If a document has not been signed by the employee, or the document is not in the form of an email that includes the employee as a recipient, then a face-to-face meeting must be conducted to make the employee aware of the inclusion of a document in their evaluation file along with a follow up email from the evaluator documenting that the meeting/conversation took place. Any material submitted from the date of this contract must be signed and dated by its originator. Any material for these files shall be composed, written, and shown to the teacher as soon as possible after the occurrence, but not to exceed five (5) teaching days, unless mutually agreed upon. If a teacher cannot be located or is otherwise unable to sign materials submitted, a notation to the effect shall be affixed to the materials, and both will be placed in the teacher's file. Any material in violation of this section shall be rendered ineffective as evidence in any disciplinary action against a teacher and destroyed.

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

An employee may make a request for either their personnel file or their evaluation file. The employee may request their personnel file from Human Resources. The employee may also request their evaluation file from their direct supervisor. The request to review the personnel file should be fulfilled within 3 business days. Requests for copies following the review of the personnel file shall follow the timeline of the state's open records request statute. The request to review an evaluation file shall be fulfilled by the close of business on the following business day or at a time agreeable to both parties involved.

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

2.8 DUES DEDUCTION

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

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

2.9 MEETINGS, NOTICES AND GENERAL INFORMATION

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

- 1 A. The use of school building for meetings as provided for in current school board
 2 policy. (Policy 5.3 “Community Use of School Facilities”).
 3
 4 B. The use of employees’ mailboxes, school bulletin boards, and school faculty
 5 meetings. The intra-communication systems shall be used at designated times for
 6 announcements only.
 7
 8 C. The use of all inter-school communication systems.
 9
 10 D. The right to hold meetings when teachers are required to be at school and when
 11 meetings do not interfere with normal classroom duties.
 12
 13 E. School authorities shall not furnish to any outside organization or individual, without
 14 the approval of the Board, any list of teachers’ and students’ names, unless required by law.
 15 (School Board Policy 03.1323: Solicitations in Schools)
 16
 17 F. The agenda for Regular Faculty Meetings will be sent to the Building Rep(s) upon
 18 request 48 hours prior to the Faculty Meeting.
 19
 20

21 **2.10 BOARD MEETING AGENDAS**
 22

- 23 A. The Board shall place matters of mutual concern, brought to its attention by the
 24 Association, on the agenda of each regular meeting. These concerns shall be made known in
 25 writing to the Secretary of the Board seven (7) days prior to the regular meeting. The
 26 Superintendent’s office shall post the board agenda on the district website on the Friday prior
 27 to the board meeting. The Association delegate may ask for amplification of proposed actions
 28 or file written objections to proposed actions. The Association President or his/her designee
 29 shall be allowed to address the Board during the Audience of Citizens or at other appropriate
 30 times.
 31
 32 B. The agenda for regular and special meetings shall be electronically posted on the
 33 district website.
 34
 35

36 **2.11 BOARD MINUTES**
 37

38 Board minutes shall be electronically posted on the district website.
 39

40 **2.12 SUPERINTENDENT/ASSOCIATION PRESIDENT MEETINGS**
 41

42 The Superintendent and/or his/her representative(s) and the Association President and/or
 43 his/her representative(s) shall meet upon request of either party at a mutually agreed time and
 44 place to discuss school issues and procedures related to this Agreement in an effort to
 45 maintain effective communications provided that the levels of communication have been
 46 followed. The communication levels shall be as follows:
 47

- 48 A. School building level;
 49 B. Superintendent and/or his/her representative(s);
 50 C. Board of Education level.
 51

52 **2.13 POLITICAL ACTIVITY**
 53

54 The constitutional rights of teachers are guaranteed under the constitution of our democratic
 55 society and appropriate K.R.S.
 56
 57

1 **2.14 ASSAULT/BATTERY UPON TEACHERS**
 2

3 The Board will not interfere with a teacher's private cause of action, should one exist, to
 4 pursue legal remedies resulting from assault and/or battery suffered while performing his/her
 5 duties as a teacher. However, this provision does not prevent the District from defending any
 6 claims asserted against it or its insureds by a teacher in this circumstance.
 7

8 *A teacher who has been assaulted or threatened with assault or harm to a person or
 9 employment shall have the right to refuse a student's assignment if such student has a
 10 documented history of either offense unless such refusal would jeopardize a student's right to
 11 an appropriate education.
 12

13 **2.15 -LEGAL DEFENSE**
 14

15 Consistent with and subject to the limitations set forth by Kentucky law, the Board will
 16 maintain a policy of insurance that provides for the defense of a teacher named in any action
 17 in tort arising out of an act or omission occurring within the scope of his or her employment.
 18

19 **2.16 BOARD DISTRICT COMMITTEES**
 20

21 A. The Board of Education and Association shall appoint all Board District Standing
 22 committees and Board District ad hoc committees. The composition of the committee will be
 23 selected by the Superintendent by September 1 of each school year from a pool of applicants
 24 representing all district stakeholders and will include the BCEA president or designee and two
 25 Board of Education members.
 26

27 1. Unless otherwise noted, the first meeting of each District Standing
 28 Committee shall take place by September 30 of each school year. Meetings
 29 will attempt to be held outside of the school day in order for Certified staff
 30 committee members to attend, or coverage will be provided if a teacher
 31 needs it provided to attend the meeting.
 32

33 2. All District Standing and Ad Hoc Committees will take place at the
 34 District Offices including Transportation, LSS, etc.
 35

36 3. Committee members will serve for a one school-year term, but may serve
 37 multiple terms.
 38

39 B. In addition to Board of Education standing and ad hoc committees, the following
 40 committees will operate annually with the Superintendent and Association President mutually
 41 agreeing upon the membership composition:
 42

43 1. Certified Evaluation Plan Committee
 44

45 a. Per KAR 3:370, and evaluation committee shall develop the Certified
 46 Evaluation Plan for the evaluation of certified school personnel below the
 47 level of Superintendent.
 48

49 b. This committee shall include the Association President and at least one
 50 teacher from each level: elementary, middle, and high, to total five members;
 51 and similarly a total of five administrators with at least one administrator from
 52 elementary, middle, high, and the Superintendent's designee who will serve as
 53 the committee chairperson.
 54

55 c. The Superintendent, or designee, will submit a list of members to the
 56 Association President no later than April 1 of each school year.
 57

1 d. The first meeting will be held by April 15 of each school year at a
 2 mutually agreed upon location and time. The schedule for the subsequent
 3 meetings will be decided during that first meeting.
 4

5 **2. Culture and Climate Committee:**
 6

7 a. In the interests of promoting an ongoing healthy and optimum work
 8 environment district-wide for Boone County Schools, a Culture and Climate
 9 committee shall be appointed for the purpose of

10
 11 I. making recommendations for creating a positive, supportive,
 12 culture and climate for all faculty, staff, and students in each
 13 building;

14 II. to research, discuss, and formulate best practices in this area
 15 that will be beneficial to all schools in the district; and

16 III. for developing (and/or refining) a procedure and an instrument
 17 for the surveying of the school culture and climate (see 10.1).
 18

19 b. The committee shall be composed of three (3) administrators, four (4)
 20 teachers, the BCEA president, and one (1) district representative appointed
 21 by the Superintendent who will serve as the committee's chairperson. The
 22 appointment shall reflect a cross section of grade levels within the district.
 23

24 c. The Culture and Climate Committee will have its first meeting each year
 25 prior to October 1st, and shall meet either monthly, or at some other
 26 interval, but with a minimum of three meetings per year.
 27

28 C. The membership and meeting times of all district committees must be well
 29 publicized and kept up to date on the district website on the "Board District-Committee"
 30 webpage, not just the district calendar. The published membership list for each-committee will
 31 include identification of each member of the committee.
 32

33
 34 **2.17 ASSOCIATION AND ADMINISTRATION MEETINGS**
 35

36 A. The Superintendent and Association president shall meet at least once per month to
 37 discuss problems and concerns.
 38

39 B. The building principal shall meet with Association representatives at the request of
 40 either party to discuss problems and/or concerns.
 41

42 C. If requested, the designated representatives of the Association shall be part of the
 43 agenda/speak at faculty meetings. The Association President/designee shall also have the
 44 right to attend and speak at all district-wide meetings on listed agenda items.
 45

46 D. BCEA Executive Council meetings will be held on the third Tuesday of each month
 47 at 4:15 pm. BCEA Building Representative meetings will be held the fourth Tuesday of each
 48 month at 4:15 pm. All attempts will be made for no other district meetings to be held on these
 49 dates and times.
 50

51 **2.18 NEW TEACHER ORIENTATIONS**
 52

53 The board shall allow the Association to attend and present at all days of new teacher
 54 orientation.
 55

56 **2.19 PERSONAL LIFE**
 57

1 The private life of an employee is not within the appropriate concern or attention of the
 2 employer except when it adversely affects the fulfillment of the employee's professional
 3 responsibility. The district does acknowledge and respect the right to a private life for all
 4 employees. However, employees should be aware of the obligation to follow The Professional
 5 Code of Ethics for Kentucky Certified School Personnel (16 KAR 1:020) and KRS 161.120.
 6

7
 8 **2.20 DISTRICT POLICIES**

9
 10 **A.** The most current District Policy Procedure Manual shall be available online on the
 11 District Website. The policies listed on the website will be the policy/procedures
 12 followed in any concern or dispute.
 13

14 **B.** A hard copy of the most current District Policy/Procedure Manual (including a Table
 15 of Contents) will be provided to the Association President. Should changes be made
 16 to the Manual, a new hard copy of the chapter and policy will be provided to the
 17 Association President
 18

19 **2.21 PERSONAL PROPERTY**

20
 21 Upon resignation/termination, employees will be given opportunity to collect personal items
 22 from the school building, with assistance from an Association Representative and member of
 23 the Administration Team, within two (2) days. In the event that an employee is prohibited
 24 from accessing school property by law or for safety reasons, the District reserves the right to
 25 set an alternative location for the transfer of personal items.
 26
 27
 28

29 **ARTICLE III**

30
 31
 32 **EMPLOYMENT CONDITIONS**

33
 34
 35 **3.1 WORK ENVIRONMENT**

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

43 **A.** 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 **B.** 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

50 **D.** Culture and Climate Committee: an important function of this committee (described
 51 in 2.16 G) is to proactively work towards an ongoing healthy and optimum work environment
 52 district-wide for all Boone County employees and students (see 2.16G).
 53
 54

1 **3.2 SCHOOL CALENDAR**
 2

3 A. Following negotiations with the Association, the Board shall establish a school
 4 calendar which does not exceed 187 days. The calendar shall contain no more than 175
 5 instructional days, one opening and one closing day, two (2) professional days (P), four (4)
 6 professional development (PD), and four (4) holidays. The District Administration shall meet
 7 and confer with the Association President prior to making a recommendation for re-scheduled
 8 work days to the Board.
 9

10 B. Teachers working 10 1/4 months shall be granted one (1) additional holiday within
 11 the 20 extended employment days.
 12

13 C. Days worked by teachers beyond the basic 187 days as part of the regular school
 14 year shall require the Board to compensate each teacher at a rate equivalent to 1/187 of the
 15 teacher's annual salary. All other benefits as provided for the teacher during the school year
 16 shall apply.
 17

18 D. Professional Days (P) shall be used as follows:
 19

20 1. Up to 1/2 of a professional day may be used for a district-wide meeting.
 21

22 2. Opening and closing days of school shall be spent in the individual
 23 schools. Time used for organization and orientation shall not exceed
 24 1/2 day.
 25

26 3. *One of the professional (P) days may be used for analysis of student
 27 writing products based on state writing requirements.
 28

29 4. *Remaining professional (P) days may be used as determined by a 2/3
 30 vote of the certified staff for activities from the following options:
 31

- 32 a. Parent/Student Involvement
 33 b. Professional Development
 34

35 5. Changes to the start/end of the day for District-wide professional (P) days
 36 will be announced to all schools one month prior to the proposed date.
 37
 38

39 **3.3 TEACHER WORK DAY, HOURS, WAIVERS AND PLANNING PERIODS**
 40

41 A. Hours
 42

43 (1) The normal teacher workday shall be from 7:30 A.M. until 2:45 P.M. at the
 44 Middle and High level and 8:30 A.M. until 3:45 P.M. at the Elementary
 45 level. The Association and the Board recognize the need for flexibility in
 46 the determination of the beginning and ending times for each individual
 47 school. These school hours do not pertain to district wide programs.
 48

49 (2) The Virtual School teacher workday shall be a 7.25-hour duty day within a
 50 twelve-hour period. The twelve-hour period shall not begin before 7:30
 51 A.M. and end no later than 10:00 P.M.
 52

53 (3) In order to offer additional programming to students, teachers may work a
 54 flexible 7.25-hour schedule, including planning and duty-free lunch, if
 55 mutually agreeable between the teacher and the administrator.
 56

57 B. Waivers
 58

- 1 (1) If a school wishes to consider deviating from the aforementioned times, a
 2 ratification voted by secret ballot of two-thirds (2/3) of the Certified
 3 Employees at that school is necessary to effect said change.
 4
 5 (2) Any changes in the beginning and/or ending times of a school shall be made
 6 only with the mutual agreement of the Association and the Superintendent
 7 or his/her designee. These times shall not exceed seven (7) hours and
 8 fifteen (15) minutes of consecutive duty.
 9
 10 C. Planning Periods

- 11
 12 (1) *A preparation period, the duration of one regular class period, shall be
 13 provided each certified employee at the middle, and high level. This
 14 planning period shall be fifty-five (55) consecutive minutes unless
 15 otherwise agreed to by a two-thirds (2/3) majority vote of the certified
 16 employees assigned to the building. Such vote shall be taken by secret
 17 ballot annually after prior notification of at least seven (7) working days to
 18 the Association and the Board of Education. At the elementary level, a
 19 planning period consisting of at least 45 minutes divided into no more than
 20 2 segments will be provided. An effort will be made to provide, if possible,
 21 the entire plan time in 1 block. A change in the length of planning period
 22 must be agreed to by the Association and the Board of Education.
 23 Professional Learning Communities (PLC's) or planning period agendas
 24 can be required no more than six (6) times per month during planning time.
 25 Every other PLC agenda, or planning period agenda, may be developed in
 26 collaboration between the teacher member of the PLC and the building
 27 Principal/designee. The other PLC meetings, or planning period agendas,
 28 will be developed by the teacher members of the PLC.
 29
 30
 31

32 **3.4 TEACHING LOAD**

33
 34 * The normal weekly teaching load in the middle and high schools will be no more than
 35 twenty-five (25) teaching periods or equivalent time, and five (5) planning periods unless
 36 otherwise agreed to by a two-thirds (2/3) majority vote of the certified employees assigned to
 37 the building. Such vote shall be taken by secret ballot annually after prior notification of at
 38 least seven (7) working days to the Association and Board of Education. A change in the
 39 teaching load must be agreed to by the Association and Board of Education. A supervised
 40 study or lunch period or similar duty of equivalent time shall be considered a teaching period
 41 for which volunteers will be given priority. The number of preparations shall not exceed
 42 three (3) unless agreed upon in writing by the teacher. However, in situations where a teacher
 43 has at least one semesterly or quarterly class that repeats over the course of the school year,
 44 the teacher may have his/her number of preparations increased to four (4) for that school year.
 45

46 **3.5 NOTIFICATION OF ASSIGNMENT TO A BUILDING**

47
 48 Each teacher shall be given written notice of his/her assigned building for the forthcoming
 49 year prior to 45 days before the first student attendance day. All assignments shall be made in
 50 accord with K.R.S. 161.760 and by mutual agreement of the teacher and the Superintendent or
 51 his designee.
 52

53 54 **3.6 CHANGES OF DUTIES & RESPONSIBILITIES**

55

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

5
 6 B. Teachers will be notified by closing day of their expected assignment (ie. grade level,
 7 subject area, case load) for the next school year.

- 8
 9 1. At the elementary level, every attempt will be made to not move a teacher more than
 10 two grade levels unless mutually agreed upon by the teacher and administrator at the
 11 elementary level.
 12
 13 2. At the middle and high school level, every attempt will be made to not move a
 14 teacher's subject area more than two (2) years in a row unless mutually agreed upon
 15 by the teacher and the administration.
 16

17 **3.7 TRANSFERS, PROMOTIONS, VACANCIES, DEFINITIONS**

18 **A Transfer**

19
 20 A transfer is defined as a parallel move from one position to another that does not result in a
 21 salary differential or require additional administrative and/or supervisory responsibilities
 22 excepting extended time employment and/or extra assignment. This does not preclude an
 23 individual from returning to a classroom position via the voluntary transfer policy.
 24

25 **B. Promotions**

26
 27 Promotional positions are defined as those positions that require additional administrative
 28 and/or supervisory responsibilities excepting extended time employment and/or extra
 29 assignment.
 30
 31

32
 33 *Positions shall be filled in accord with the following:

- 34
 35
 36 (1) District employees within the school system shall be given priority for all
 37 promotions based on seniority and professional qualifications.
 38
 39 (2) The principal shall make an extensive effort to include the departmental
 40 chairperson or his/her designee in the interview of all prospective teacher
 41 candidates.
 42

43 **C. Vacancies**

44
 45 A vacancy is defined as an unstaffed position that has been declared vacant by the
 46 Superintendent. All vacancies shall be filled in accordance with the following provisions
 47 provided in this contract and state law. District employees shall be given first consideration
 48 for promotional opportunities. Assignment of personnel to these positions is the
 49 responsibility of the Superintendent.
 50

51 **3.8 VOLUNTARY TRANSFERS**

52
 53 The Board and the Association agree that all voluntary transfers shall be consistent with and
 54 conform to the following guidelines.
 55

56 **A. Job Postings**

57

1 A position becomes available when the resignation, transfer, dismissal, contract non-renewal,
2 or leave of absence of the present holder of the position has been officially approved; a new
3 position is officially created; or death of a certified staff member occurs.
4

5 Within two (2) working days of this occurrence, all part-time and full-time certified vacant
6 positions shall be posted unless specifically exempted in this section. Positions moving from
7 part-time to full-time shall also be posted. The postings shall be delivered to the Association
8 President and posted in all school buildings.
9

10 All vacancies on or after July 20th shall be posted as one year only positions.
11

12 B. Posting Exemptions
13

14 The following vacancies shall be exempt from posting provisions:
15

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

20
21 C. Filling Vacancies
22

23 No non-exempted vacancy shall be filled until said vacancy has been posted at least five (5)
24 calendar days, except in cases of emergency. An emergency shall be declared only with the
25 mutual consent of the Superintendent and the Association President.
26

27 During this five (5) day posting period, teachers shall have the opportunity to electronically
28 file a transfer request.
29

30 D. Application for Transfer
31

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

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

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

43 A transfer request shall remain in force until:

- 44 (1) A teacher accepts a transfer. Only one voluntary transfer may be accepted
45 between July 1st and July 19th. All vacancies on or after July 20th shall be
46 posted as one year only positions.
47
- 48 (2) The teacher withdraws his/her request in writing prior to the acceptance of a
49 transfer.
50
- 51 (3) The request is older than one year.
52
- 53 (4) A teacher declines the specific position to which the transfer was requested.
54

55 E. Transfer Process
56

1 Transfers will be granted, and positions staffed from the transfer requests according to
 2 program needs, certification, and district seniority. Following the five (5) day posting period,
 3 transfer applicants will be interviewed by the principal and SBDM appointed committee
 4 members (where applicable), with district seniority used to determine the order of contact.
 5 Transfer applicants must maintain current contact information with Human Resources. The
 6 principal/designee shall make every attempt to contact transfer applicants for interviews. A
 7 minimum of three contact attempts will be made over 48 hours. There shall be one Am and
 8 one PM phone call attempts, with a minimum of four hours of separation between attempts.
 9 There shall also be one email contact attempt (the email listed on the transfer application)
 10 with a 24-hour window for response from the applicant. When the transfer applicant cannot be
 11 contacted during this time s/he shall be passed over in favor of the net eligible person. The
 12 candidate offered a transfer position must accept/decline within two business days of the
 13 offer. When the position has been filled, interviews stop and the remaining transfer applicants
 14 are notified within two working days that the position is no longer available. Any denial of
 15 transfer must be in accordance with 3.8G of this article.

16
 17 “Program Needs” for purposes of article shall mean:

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

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

39
 40 The intent of the use of seniority is to assist in the voluntary and involuntary transfer process,
 41 and not to bump another person from a position.

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

51
 52 Persons who have previously been involuntarily transferred shall have the first opportunity to
 53 accept a vacant position at a different school, following qualified candidates previously laid
 54 off by the district. Vacant positions shall be filled from the voluntary transfer list, and with

1 teachers returning from leave and then, new applicants, using the process described in Article
2 3.9.

3
4 Persons requesting transfer must provide the Department of Human Resources with
5 information on where they can be reached during the summer months. Persons who cannot be
6 contacted in the three weeks prior to the opening of school shall be passed over in favor of the
7 next eligible person.

8
9 Detailed notation of attempts to contact the person requesting the transfer shall be recorded on
10 the transfer request.

11
12 *F. Staffing a New School*

13
14 In the event that a new school is opened, the following procedure shall be used to staff the
15 vacancies:

- 16
17 (1) By March 1, the District shall provide each certified employee with a list of
18 all known positions that will be made available through the expansion,
19 except positions filled by persons previously laid off by the district or those
20 involuntarily transferred.
21
22 (2) Then, volunteers shall be asked from all current employees. Employees
23 shall have until March 15, to file for transfer to the new school. Positions
24 shall be filled from the volunteer list according to the transfer and denial
25 processes as outlined in 3.8E and 3.8G.
26
27 (3) If positions still need to be filled, then the District may once again request
28 volunteers to staff the new school. Employees shall have ten (10) days to
29 file for the transfer. Positions shall be filled as described in 3.8F (3).
30

31 *G. Denial of Transfers*

32
33 Transfers can be denied only by the Principal or Superintendent under the provisions of this
34 article. No transfer shall be denied for arbitrary or capricious reasons. If a transfer request is
35 denied, the applicant will be notified within 24 hours and verbally given at least three areas
36 for growth upon request and shall be offered a conference with the principal to occur within 5
37 business days. During the conference, the applicant shall be given the opportunity to review
38 the interview rubric, the minimum score required, and an analysis summary of the applicant's
39 score. The denial must be on the documented basis that the employee does not meet the
40 criteria established in accordance with 3.8E (Program Needs). Extra-curricular duties shall not
41 be the basis for a denial of transfer. When a candidate has been denied a position, they may
42 not apply for a transfer in the same school with the same certification and same grade level,
43 within that school year.

44
45 If the employee chooses to contest the denial, the employee shall request a conference with
46 the Superintendent within five (5) business days from the receipt of the response. The
47 Superintendent and the Association shall be present and, for teaching positions, the principal
48 also shall be present. The conference shall take place within five (5) business days of the
49 request for a conference.

50
51 If the conference does not resolve the disagreement and the employee still wishes to contest
52 the denial, the employee shall, through the Association, request a hearing before an arbitrator
53 using a panel of retired Judges who served in the Circuit Courts of Boone, Kenton or
54 Campbell Counties, the Kentucky Court of Appeals or Kentucky Supreme Court. Any waiver
55 or changes in the rules shall take place only with mutual consent of the parties and the panel
56 of retired Judges who served in the Circuit Courts of Boone, Kenton or Campbell Counties,

1 the Kentucky Court of Appeals or Kentucky Supreme Court. In the event there is no mutually
 2 agreeable retired judge, we will resort in utilizing the American Arbitrator Association.

3
 4 At the hearing, the Superintendent shall present evidence supporting the denial of transfer.
 5 The parties agree to request a “bench decision” from the arbitrator at the conclusion of the
 6 hearing. The parties agree that the decision of the arbitrator shall be binding on the
 7 Superintendent, the employee, and the Association unless the Board of Education rejects the
 8 decision by a 4/5 majority on a roll call vote within five (5) working days after the receipt of
 9 the decision from the arbitrator.

10 11 **3.9 INVOLUNTARY TRANSFER**

12
 13 A. Involuntary transfers that result in relocating a teacher in another building or in
 14 reassigning a teacher resulting in a change of the teacher’s immediate supervisor shall be
 15 made only in cases of emergency or in the prevention of undue disruption of the instructional
 16 program.

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

- 29
 30 (1) They accept another transfer;
 31
 32 (2) They refuse to transfer back to the position from which they were
 33 involuntarily transferred.
 34
 35 (3) Three (3) school years have passed since the date of the involuntary
 36 transfer. (Priority consideration for return to the original position will be
 37 retained indefinitely unless either number 1 or 2 above have occurred.)
 38 (4) Were reassigned as a result of a Tier 3 designation.

39
 40 C. No vacancy shall be filled by means of involuntary transfer or reassignment if there
 41 is a qualified volunteer, as per Article 3.7, available to fill said position.

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

49
 50 E. An involuntary transfer or reassignment shall be made only after a meeting between
 51 the teacher involved and Superintendent or his designee.

52 53 54 **3.10 SUBSTITUTE TEACHERS**

55
 56 The Board of Education shall in all instances provide a substitute teacher for absent teachers
 57 when substitute teachers are available. If a lack of available substitute teachers needed to

1 cover classes exists, individual buildings shall utilize a volunteer substitute list established
 2 within each school. Any teacher may willingly choose to, but not be required to, give up their
 3 planning period to cover a class. Teachers may accept an official allotment of a negotiated
 4 stipend agreed to by the Association for instructional coverage. Any teacher may also
 5 willingly choose to, but not be required to, have students added to their classrooms to provide
 6 coverage.

7
 8 **3.11 LAVATORY AND LOUNGE FACILITIES**

9
 10 *In school buildings there shall be rest rooms and lavatory facilities exclusively for
 11 teacher use. At least one room, appropriately furnished and properly ventilated, shall be
 12 reserved for use as a faculty lounge.

13
 14 **3.12 TELEPHONE FACILITIES**

15
 16 A separate private telephone line for private communication between teacher and parent shall
 17 be made available in each building. No teacher shall be required to use a personally owned
 18 telephone to communicate with parents by voice, texting app, email, or other forms of
 19 electronic communication.

20
 21 **3.13 CLASS INTERRUPTIONS**

22
 23 The Board agrees to keep classrooms in which classes are being held free of unnecessary
 24 interruptions by maintenance, custodial, construction workers, intra-communication system,
 25 or other such disturbances.

26
 27 **3.14 PARKING FACILITIES**

28
 29 The Board shall provide paved, clean, lighted, well-maintained, safe, off-street parking.

30
 31
 32
 33
 34 **3.15 EXTRA-CURRICULAR PARTICIPATION AND COMPENSATION**

35
 36 Teacher participation in extra curricular activities for which no additional compensation is
 37 paid shall be strictly voluntary.

38
 39
 40 **3.16 HAZARDOUS TEACHING CONDITIONS**

41
 42 A. In the event that a teacher or any responsible person discovers any unsafe or
 43 hazardous condition on school grounds or on any property owned by the school district that
 44 may be dangerous or unsafe to students or teacher, then said teacher is responsible to report
 45 such discovery to the building principal or his designee. The building principal will then
 46 assume the responsibility to determine reassigning the class to a safe location in which the
 47 welfare of the students and teacher will not be in jeopardy.

48
 49 B. The Association has the responsibility and shall make known to appropriate sources
 50 all such hazardous conditions and to seek remediation to any such health hazards.

51
 52 C. The District shall initiate correcting the unsafe or hazardous conditions within a
 53 reasonable period not to exceed thirty (30) calendar days.

54
 55 **3.17 MATERIALS, FACILITIES, TECHNOLOGY AND TECHNOLOGY**
 56 **SUPPORT**

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A. General:

- (1) The parties recognize that optimum school facilities, materials, technology, and technology support for both students and employees are essential to deliver a high quality of education in our 21st century world. Appropriate technology may include, but not limited to, computers, tablets, smart devices, permanently mounted projectors/flat panels, and necessary software, texts (both textbooks and novels, novellas, and other literature texts for language-based classes), library reference materials, maps and globes, laboratory equipment, audio-visual equipment, art and music supplies, physical education equipment, current periodicals, lesson plan books, standard tests and questionnaires, and similar materials are the tools of the teaching profession.
- (2) Employee shall not be required to use personally owned materials.

B. Technology and Technology Support:

- (1) All educators will be equipped with reliable up-to-date computer hardware and software, high speed Internet, and any necessary accompanying technology -may include a permanently mounted projector or large flat panel monitor to display a computer screen for the classroom-not only carry out the very basics of their job description and teaching responsibilities, but to fulfill the technology requirements of the Boone County Schools Strategic Plan.
- (2) To best serve our students a) educators shall have technology issues solved in an expedient manner; b) technology will be equitably distributed among buildings in our district, and among all teachers in a given building; and c) teachers will be given proper and timely training and support when new programs, digital platforms, or other technologies are added as an expectation by either the district or an administrator in a teacher's building.
- (3) All buildings will have a designated School Technology Coordinator (STC), an extra duty position which may be fulfilled by either a Certified faculty member or Classified staff. The STC will be given the necessary support both by the district and building administration to fulfill the requirements of this essential duty.

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

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

- (1) Lockable desk and storage space where applicable;
- (2) A system whereby employees can effectively and expeditiously communicate with the school office in the event of an emergency; and
- (3) *Appropriate technology for supplementary instructional purposes.

E. Employees shall be provided with materials and facilities for lesson preparations and other assigned duties. The Employer shall provide for employees the following:

- (1) Custodial care and maintenance;

- 1
2 (2) Restoration of teaching areas damaged by vandalism or other causes.
3
4 (3) *Access to duplicating services for the preparation of instructional
5 materials;
6
7 (4) *Dry erase boards and bulletin boards where applicable;
8
9 (5) *Curriculum guides and desk or electronic copies of textbooks and
10 workbooks required for classes and any other technology which will remain
11 the property of the Board of Education and shall be returned; however, desk
12 copies of state-adopted textbooks shall be in the form of teaching manuals;
13
14 (6) *Classrooms or workspace as defined and approved according to State
15 regulations;
16
17 (7) *Record books, lesson plan books, paper supplies, dry erase markers,
18 erasers and other such supplies and materials required by the employer in
19 daily teaching responsibilities, including materials for Art, Music, and
20 Physical Education.
21
22 F. *Employees shall be provided an opportunity to request budget expenditures for
23 instructional materials and supplies.
24
25 G. *The principals or school heads shall meet with the employee(s) to discuss the
26 school budget. Copies of the budgets for individual schools and departments shall be given to
27 the employees of the school and department.
28
29 H. *All employees shall know the amount of money budgeted for their classrooms at
30 the beginning of the school year.
31
32 I. Items received through a conference paid for by the district or district grant, will
33 remain in the school under which the teacher was working when they attended the conference
34 or received the grant.
35
36 J. Upon the request of employees, principals shall install drink and snack vending
37 machines in the lounges or other suitable locations.
38

39 **3.18 SPECIAL AREA CLASSROOMS**

40
41 *The Board agrees that rooms for special area classes (Art, Music, Physical Education) shall
42 be separate from the regular classroom. In the event of an unusual emergency situation where
43 a separate classroom cannot be made available, the Board agrees to work cooperatively with
44 the teacher(s) affected in order to find acceptable alternatives.
45

46 **3.19 REQUISITION POLICY**

47
48 Each instructional staff member shall be given the opportunity to submit requisitions for
49 instructional materials and supplies for the following school term. Each instructional staff
50 member shall submit his/her requisition to his/her principal or designee. Requisitioning of
51 materials and supplies shall be charged against the funds allocated to the individual school
52 and shall be in keeping with approved Board Policy 5.3. The principal shall inform new
53 teachers of the requisition policy.
54

55 **3.20 DIRECTORS OF TEACHING AND LEARNING AND DEPARTMENT** 56 **CHAIRPERSONS**

57

1 The Directors of Teaching and Learning (exception: See 4.1) and teaching personnel
 2 designated departmental or grade level chairpersons shall be consultants or peer observers at
 3 the request of the teacher. These persons will not evaluate or be a witness for the
 4 administration except for the internship program (as designed in Kentucky Revised Statues
 5 161.030 or as designed in 704 KAR 3:370.) In rare circumstances when the building principal
 6 has not obtained observer certification as described in the Certified Evaluation Plan, the
 7 Directors of Teaching and Learning and/or other district administrators who are certified
 8 observers may serve as temporary observer evaluators until the building principal obtains
 9 observer certification. The temporary observer evaluator will be selected from a pool of
 10 candidates mutually agreed upon by the superintendent/designee and BCEA
 11 president/designee.

12 13 14 **3.21 CONFERENCE DAYS**

15
16 Conference days may be scheduled by the SBDM Council (or by majority vote of certified
 17 staff in non-SBDM schools) on days designated as professional (P) days in the calendar. All
 18 such days shall follow state and contract guidelines. Conferencing hours may be set to meet
 19 parent convenience. Conferences can be teacher or parent initiated.

20 21 **3.22 EXCUSE OF TEACHERS DURING SCHOOL HOURS**

22
23 Principals or immediate supervisors have the prerogative to excuse teachers from their
 24 respective schools during school hours for reasons the teachers deem to be emergencies or for
 25 school business.

26 27 **3.23 MILEAGE PAYMENTS**

28
29 Mileage shall be paid to teachers who travel during the regular course of their duties at the
 30 current state rate per mile. Forms provided by the Board of Education shall be completed and
 31 filed by these teachers to validate their claim.

32 33 34 35 36 37 **3.24 CHANGE IN STAFF**

38 39 **A. Reduction Order**

40
41 If it becomes necessary to reduce the teaching staff as the result of significantly decreased
 42 enrollment, the Board shall suspend the contract in accord with Kentucky Revised Statutes
 43 161.800.

44 45 **161.800 SUSPENSION OF CONTRACTS ON REDUCING NUMBER OF TEACHERS**

46 When by reason of decreased enrollment of pupils, or by reason of suspension of schools or
 47 territorial changes affecting the District, a Board of Education decides that it will be necessary
 48 to reduce the number of teachers, it shall have full authority to make reasonable reduction.
 49 But, in making such reduction, the Board shall proceed to suspend contracts in accordance
 50 with the recommendation of the Superintendent of schools who shall, within each teaching
 51 field affected, give preference to teachers on continuing contracts and to teachers who have
 52 greater seniority. Teachers whose continuing contracts are suspended shall have the right of
 53 restoration in continuing service status in the order of seniority of service in the district if and
 54 when teaching positions become vacant or are created for which any of such teachers are or
 55 become qualified.

56 57 **B. Restoration of Suspended Teachers Due to Reduction of Staff**

1
2 Before vacant teaching positions can be filled by new applicants, teachers whose contracts
3 have been suspended due to reduction of staff shall have the right to restoration for staffing
4 teaching vacancies for which they are or have become qualified in the following order:
5

- 6 (1) Those on continuing contracts with greater seniority.
7 (4) Those in limited contracts with greater seniority.
8

9 C. Seniority Determination

10
11 Seniority for the above purposes shall be computed according to the first compensable date of
12 employment. The Board and the Association shall jointly determine a method for breaking
13 ties that might occur.
14

15 D. Change in Subject Area or Grade Level

16
17 Provision shall be made for anyone who is qualified and has seniority to move into another
18 subject area or grade level. See Articles 3.7 and 3.8.
19

20 E. Promotions

21
22 Refer to Article 3.7 - PROMOTIONS AND VACANCIES
23

24 **3.25 EQUAL SPECIAL AREA PROGRAMS**

25
26 A. The Board shall allocate to each school (K-12) a minimum of one full-time position
27 to be used for each of the following program areas: Art, Music, Physical Education.
28

29 B. A SBDM council may elect to utilize this allocation for other purposes as permitted
30 by State Code or Regulation.
31

32 **3.26 PARENT-STUDENT COMPLAINTS; PROCEDURE**

33
34 Any complaint made against a teacher shall be called to the attention of the teacher by the
35 following school day or the next school day on which the teacher and administrator are
36 present. If the complaint is of a nature to adversely affect the teacher, the teacher must have
37 an opportunity to answer the complaint and to meet with the complainant within five school
38 days of the receipt of the complaint. No action shall take place by the administration until
39 such meeting has taken place. A failure for a meeting to occur will not impede the complaint
40 resolution procedure.
41

42 **3.27 ANONYMOUS COMPLAINTS**

43
44 Complaints made anonymously shall not be used to reprimand a teacher. (This is not
45 intended to prevent administrators from sharing anonymous complaints with the teacher.)
46 However, this does not preclude the administration from contacting authorities or opening an
47 investigation in accordance with KRS 620.030 or applicable KRS Statutes.
48
49

50 **3.28 BUS DUTY**

51
52 Teachers shall not be required to perform bus duty outside of contractual hours. Teachers
53 who elect to do bus duty shall be compensated at an hourly rate. The Board of Education
54 shall continue to hire aides for this purpose.
55

56
57 **3.29 CONFERENCE EXPENDITURES**

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

3.30 DUTY-FREE LUNCH

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

3.31 ENHANCED SCHOOL SUPPORT STIPENDS

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

Certified staff who teach at CSI schools will receive the following stipends, in addition to their normal salary and benefits, on the days noted, provided they have been employed at a CSI school since the date of payment of the preceding stipend (or for the first stipend, since the first student day of school). For example, a teacher who begins teaching at a CSI school 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.

- December 30th - \$1000.00
- June 30th - \$1000.00

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

3.32 TEAM LEAD AND DEPARTMENT CHAIRS

- A. The Principal will notify faculty of the Team Leader and Department roles available.
- B. The team lead or department chair will serve in that role from July 1 until June 30 of the ensuing school year.

3.33 REPORT CARDS

Teachers will have no fewer than five workdays after the grading period ends to complete grades and have them posted in the appropriate online gradebook with the exception of the final grading period. For the final grading period, grades will be posted by closing day. The timeline for graduating seniors will be determined at the building level.

ARTICLE IV

TEACHER EVALUATIONS

1 **4.1 TEACHER EVALUATIONS**
2

3 A. All evaluations shall be conducted by the primary evaluator as designated in the
4 Certified Evaluation Plan.
5

6 B. The evaluation cycle for non-tenured teachers shall be one (1) year and for tenured
7 teachers shall be three (3) years. Non-tenured teachers shall receive one full observation by a
8 supervisor by November 15th and a second observation by a supervisor by April 15th. A post
9 conference will follow each observation by the supervisor within five (5) working days of
10 each observation. Tenured teachers shall receive one full formative evaluation (observation
11 and conference) each year of their cycle as well as a summative evaluation (conference only)
12 during the third year of their cycle. A post conference will follow each observation by the
13 supervisor within five (5) working days of each observation. Both non-tenured and tenured
14 teachers develop a Professional Growth Plan following their summative evaluation that will
15 be due to the evaluator by October 15 of the following school year. An evaluation cycle, once
16 in progress, shall not be interrupted unless mutually agreed upon by the teacher and the
17 principal. All teacher evaluations shall be in accord with Board Policy 3.18 and KRS 156.557.
18

19
20 C. The Certified Evaluation Plan, the Kentucky Framework for Teaching, and the
21 Teacher Professional Growth and Effectiveness System resources available on the Kentucky
22 Department of Education website should be used as aids to the teacher. All evaluation should
23 be constructive in nature and intended to affect teacher professional growth and effectiveness.
24 The determination of the teacher's Professional Practice Rating should be a collaborative
25 effort based on evidence provided by both the teacher and evaluator as outlined in the
26 Certified Evaluation Plan.
27

28 D. The formal evaluation procedure is only part of the total supervisory program and
29 should not be interpreted as the complete program. Additional supervisory teacher visits and
30 conferences for staff development are most beneficial and are encouraged as time permits.
31

32 E. Good supervisory techniques would include a mutual understanding between the
33 principal and teacher. A scheduled visit should include the purpose of the visit and a follow-
34 up conference which informs the teacher of the result of the visit.
35

36 F. The formal evaluation should be done as a team effort and is part of an on-going,
37 continuous process. The instrument is merely the culmination of this process.
38

39 **4.2 EVALUATION PROCEDURE**
40

41 A. No later than the end of the first month of reporting for each school year, the
42 building principal shall acquaint each teacher under the principal's supervision with the total
43 Certified Evaluation Plan. No formal evaluation may take place until such orientation has
44 been completed.
45

46 B. Sources of student assessment data and multiple measures as described in the State
47 approved Certified Evaluation Plan will be used in the evaluation procedures.
48

49 C. A teacher shall not be evaluated by another teacher. Learning walks, and walk-
50 throughs shall be used for instructional improvement and will not be used for the evaluation
51 process or a teacher's individual evaluation.
52

53 D. All observations of work performance of a teacher shall be conducted openly and
54 with full knowledge of the teacher.
55

1 E. Supervisors or instructional coaches may assist teachers at the principal’s
2 direction in the improvement of professional performance.
3

4 **4.3 EVALUATION PROCESS**

5 The principal, assistant principal, or vice principal shall evaluate each teacher using the
6 processes outlined in the District approved Certified Evaluation Plan jointly designed by the
7 Association and the school administration and approved by the Board. Each formal
8 evaluation shall be preceded by an in-class observation of the teacher’s performance and shall
9 acknowledge evidence indicating the strengths of the teacher evaluated as well as his/her
10 areas of growth.
11

12 **4.4 EVALUATION CONSULTATION**

13
14 The evaluator shall hold a conference with the evaluated within five workdays from the time
15 of the observation. The determination of the teacher’s individual domain ratings from the
16 Framework for Teaching should be a collaborative effort based on evidence provided by both
17 the teacher and evaluator as outlined in the Certified Evaluation Plan. Before the evaluator
18 submits any evaluation ratings, the teacher shall have the right to upload any explanation as
19 evidence to any domain ratings that are placed on the evaluation instrument. The teacher
20 shall also have the right to attach any response to the printed and signed Summative
21 evaluation.
22

23 **4.5 IMPROVEMENT OF PROFESSIONAL PERFORMANCE**

24
25 The building principal shall provide any assistance that he/she deems necessary and
26 reasonable to improve the professional performance of his/her staff. The employee may
27 request that the evaluator demonstrate, or have demonstrated, improved techniques in
28 deficient areas in the classroom setting. The association and its individual members agree to
29 work wholeheartedly in conjunction with the administration to provide programs for the
30 improvement of staff personnel and in-service training.
31

32 **4.6 RECOMMENDATION FOR RE-EMPLOYMENT OF NON-TENURED**
33 **TEACHERS**

34
35 On or before April 30 of each school year, the principal, assistant principal, or vice principal
36 shall complete a written evaluation report and make recommendation to the Superintendent
37 for re-employment for each non-tenured teacher.
38
39

40 **ARTICLE V**

41
42 **TERMINATION & NON-RENEWAL**

43
44 **5.1 TEACHER TERMINATION AND NON-RENEWAL OF EMPLOYMENT**

45
46 A. Termination of employment of tenured teachers shall be in accord with appropriate
47 Kentucky Revised Statutes 161.720 - 161.810 and this contract and shall be supported by
48 specific and detailed charges plus due process requirements as interpreted by the courts.
49

50 B. The Board and the Association agree that any reduction in the teaching staff shall be
51 consistent with and conform to Kentucky Revised Statutes 161.800.
52

53 C. Nonrenewal of contracts of certified personnel shall be made no later than May 15 in
54 compliance with the requirements of KRS 161.750.

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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, the 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 As a part of its annual salary negotiations with the BCEA, the Board shall consider any salary
41 supplements and adjustments that may be appropriate and are available per KRS 157.075 and
42 702 KAR 003:310. Any salary supplements/adjustments shall be part of the regular salary
43 negotiations and shall be posted in the Certified Salary Schedule provided by the District.
44

45 **6.3 PAY PERIODS**
46

47 The normal pay periods for teachers shall be twenty-six (26) pay periods per year and shall
48 fall on alternate Fridays. Teachers may receive 2 (two) paychecks within five business days
49 after the last compensable day of the school year, and the remainder of the paychecks will be
50 available no later than ten (10) business days following the last compensable day of the school
51 year.
52

53 **6.4 SUPPLEMENTAL JOBS AND PAYROLL PROCEDURES**
54

- 1 A. A list of supplemental duties to which this provision is applicable shall be available
 2 through the Department of Human Resources.
 3
- 4 B. Supplemental pay shall be paid according to one of the following options:
 5
- 6 (1) Supplemental pay may be added to the employee's salary and shall be paid
 7 in the paycheck each pay period.
 8
- 9 (2) Supplemental pay may be paid in one lump sum at the completion of the
 10 duty and closest to one of the following three (3) extra-duty paydays.
 11
- 12 (a) The last payday before Christmas.
 13 (b) The last payday before spring break.
 14 (c) The final payday of the school year.
 15
- 16 (3) For each supplemental duty for which an employee is paid, he/she must
 17 choose one option for payment to be in force for the entire contract period.
 18

19 **6.5 REQUIRED MEETINGS**

- 20
- 21 A. Every effort shall be made by the building level administrators to schedule all
 22 required meetings within the designated school day. Required meetings called by the building
 23 level administrators outside the designated school day shall not exceed a total of two (2) hours
 24 per month and shall be limited to a maximum of one hour per meeting.
 25
- 26 B. Teachers who are required to attend meetings called by non-building level
 27 administrators shall, at the teacher's option, be financially compensated and/or receive the
 28 appropriate amount of Professional Development for meetings held outside the regular school
 29 day. The rate of compensation shall be established by the Superintendent and the Board of
 30 Education; however, any decrease in the rate of compensation shall be mutually agreed upon
 31 by the Association and the Superintendent.
 32
- 33 C. Meetings called as a part of a teacher's additional responsibilities for which they are
 34 compensated are exempt from the requirements contained in paragraph two of this article.
 35 (e.g., Department Chair, Grade Level Chair, and Athletic Director's meetings).
 36

37 **6.6 WORKER'S COMPENSATION**

38

39 Teachers who qualify shall be reimbursed for injury on the job at the rates determined by the
 40 State Worker's Compensation Board.
 41

42 **6.7 SICK LEAVE - RETIREMENT**

43

44

45 A teacher shall receive compensation for unused sick leave according to the following
 46 formula: Number of sick days times the last yearly salary, divided by number of workdays
 47 times .30. This amount will be paid to the teacher in a lump sum payment at the time all
 48 checks are available, but no later than July 1. This settlement shall be added to the last annual
 49 salary of the teacher and so reported to the Retirement Board. This policy shall become
 50 effective July 1, 1981.
 51

52 **6.8 SICK LEAVE - DEATH BENEFIT**

53

54 Upon the death of a teacher, unused sick leave compensation as computed in 6.7 shall be
 55 awarded to the beneficiary as designated in KTRS documents.
 56

57 **6.9 CERTIFIED EMPLOYEES' CHILDREN**

1
2 A. Certified employees shall have the option of enrolling their children in the District
3 school of their choice provided:
4

- 5 (1) The class size maximum in the District school of their choice is not
6 exceeded.
7
8 (2) The District of non-resident employees signs a contract to transfer ADA
9 funds.
10
11 (3) The employee provides transportation.
12
13 (4) A written request for school assignment is approved by the Director of
14 Pupil Personnel.
15
16 (5) The program in which the employee desires their child to participate is
17 available in the school.
18
19 (6) After initial approvals granted, only employees that have children moving
20 on to a new building, i.e., K, 6th and 9th grades will require a new
21 application prior to the new school year
22
23 (7) A cut-off date is established.
24
25 (8) An assignment of schools, once approved, must continue throughout the
26 year.
27
28

ARTICLE VII

LEAVES

31 32 **7.1 SICK LEAVE/PERSONAL LEAVE**

33
34 Each full time employed teacher shall be entitled to a minimum of one day of sick leave per
35 month or any fractional part of a school month in any current year, plus two additional days
36 designated as "Personal Leave."
37

38 A. Sick leave shall be accumulated without limit. Sick leave shall be interpreted as
39 defined by Kentucky Revised Statute 161.155 and by Board Policy 3.1232: 9 1/4 months = 10
40 days (+2 days); 10 1/4 months = 11 days (+2 days); 12 months = 12 days (+2 days).
41

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

47 C. Personal leave days may be accumulated up to four days, at which time unused
48 personal leave days in excess of four days shall become sick leave days. Accumulated
49 personal leave days remaining at retirement shall become sick leave days.
50

- 51 (1) Personal leave days may be used at the teacher's discretion; provided the
52 teacher notifies the principal one-day in advance that he/she will be absent.
53 No more than 10% of the teachers from each building may utilize personal

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

A. Voluntary Sick Bank Committee

- (1) The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank and to provide the information whereby the Business Office of the Boone County Schools Board of Education will keep the records. The committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Sick Leave Bank, as long as these rules, regulations, and decisions do not modify the agreement herein. The committee will be titled the “Voluntary Sick Bank Committee” (hereafter referred to as the SBC). The SBC shall be composed of the following five (5) positions:
 - a. Superintendent of Schools or designee.
 - b. President of the Boone County Education Association or designee.
 - c. One (1) Boone County Administrator. The member is to be appointed by the Superintendent.
 - d. Two (2) bargaining unit members. These members are to be appointed by the Association President; one shall be for a one-year term, the other for a two-year term.
 - e. An alternate to the appointed members from each side shall be designated as needed.
- (2) Should a vacancy occur on the SBC, a replacement for the vacant position shall be appointed by the authority making the original appointment.
- (3) One (1) of the bargaining unit SBC representatives will be selected to act as the chairperson of the SBC. The Boone County Education Association President will designate the chairperson prior to the first meeting of the SBC.
- (4) The SBC will be responsible for developing the forms needed to operate the Bank. Enrollment forms shall be two parts, with one part going to the SBC, the other to the Payroll Dept., Central Office.

B. Effective Date

- (1) The effective date of the Bank will be the first Boone County Education Association contract day of the current school year. An enrollment period of thirty (30) working days following the effective date will be available to enroll in the Bank. Thereafter, enrollment in the Bank by certified employees will begin September 1 and end on September 30, or, for certified personnel employed after September 30, only during the first thirty (30) days following the first day of employment.

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(2) Any employee who is on a Board-approved unpaid leave during the enrollment period (September 1 through September 30) may become a participant in the Bank by signing the appropriate form (s) within (10) ten school days from his/her return from this leave. He/she must furnish proof, in writing, that he/she was indeed granted leave by the Board.

(3) The Bank will become operational only after 40% or more of the members of the certified personnel have shown their willingness to participate in the Bank by contributing the individually required number of days to the Bank. The individually required number of days is set forth in Rule IV-3.

C. Membership

(1) The bank shall be established for all certified personnel who indicate their desire to participate by contributing the individually required number of days as indicated in Rule IV-3.

D. Guidelines

(1) The Bank shall be administered by the SBC in accordance with the following provisions:

- a. The Bank may be used only by the individual contributor for his or her personal illness.
- b. Days for the Bank may be used only for those workdays that the individual is employed under a Regular Certified Contract.
- c. Any person desiring to participate in the Bank will initially donate one (1) day of his or her accumulated sick leave to the Bank. Additional days will be requested by the SBC as required by Rule IV-4.
- d. If at any time the number of days in the Bank falls below fifty (50) days, each participant will be required to donate one (1) additional day of his or her accumulated sick leave to the Bank. If a member has used all of his or her sick leave, the additional day will be donated as soon as new sick leave is granted.
- e. All days, once donated to the Bank, become the property of the Bank. Unused days will be carried over to the next year.
- f. All requests to receive grants from the bank must be submitted, in writing, to the SBC on the prescribed form. The earliest that days will be granted shall be the date that form is received by the SBC.
- g. Any person submitting a request to use the Bank must have made his or her proper contribution and met all eligibility requirements. If a person is physically unable to submit the form, the form may be submitted by a proxy.
- h. A person will not be able to withdraw days from the Bank until his or her own accumulated sick leave and personal leave is depleted.

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- i. Days granted from the Bank can only be used for serious accidents, catastrophic illness and illness requiring hospitalization.
 - j. Written certification will be provided from a Sick Bank applicant's physician substantiating the illness upon application for use of Sick Bank days. Periodic medical reports may also be required. All expenses involved are the responsibility of the applicant.
 - 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 prorated to supplement the benefits received under Workers' 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.

- 1 E. Appeal Board
2
3 (1) An Appeal Board will be established, composed of the following five (5)
4 positions:
5
6 a. The Superintendent of the Boone County Board of Education or
7 designee.
8
9 b. The Association President or designee.
10
11 c. Three (3) members will be appointed - one (1) by the
12 Superintendent of Schools and two (2) by the Association
13 President.
14
15 d. No appointed member of the SBC may at the same time be a
16 member of the Appeal Board.
17
18 e. An alternate of the appointed members from each side shall be
19 designated as needed.
20
21 (2) The association president or designee will act as chairperson to the Appeal
22 Board.
23
24 (3) If a request for use of personal illness leave days is denied by the SBC, then
25 the applicant may appeal the committee's decision to the Appeal Board
26 within ten (10) working days after the denial. Any decision by the Appeal
27 Board must be by a majority vote. All decisions of the Appeal Board are
28 final and binding.
29
30 (4) No Appeal Board member shall rule on any usage application of their own
31 or of a relative.
32
33 (5) The Appeal Board will rule on any appeal within ten (10) working days
34 after receiving the appeal in writing.
35
36 (6) The Voluntary Sick Leave Bank is excluded from the Grievance Procedure
37 as outlined in the BCEA contract.
38
39 F. Members Agreement
40
41 (1) A member shall be required to furnish a medical report from a licensed
42 physician upon application for use of the Leave Bank. A member may also
43 be required to furnish a medical report from a licensed physician during the
44 time of use of the Sick Leave Bank. The medical report will be at the
45 member's expense. The SBC reserves the right, if necessary, to limit the
46 number of days granted.
47
48 (2) Sick Bank participants who have used days from the Bank will be required
49 to contribute one day to the Bank upon their next receipt of sick days.
50
51 (3) In consideration of the benefits of participating in the Bank, each applicant
52 for membership in the Bank shall, as a condition to such application, agree
53 in writing substantially as follows:
54
55 "I voluntarily acknowledge and agree that the granting of days from the Voluntary
56 Sick Leave Bank shall be at the sole discretion of the Sick Bank Committee or, in the
57 case of an appeal, the Appeal Board will be final and binding and not subject to

1 grievance. I further agree to abide by such decision and to indemnify and hold
 2 harmless the Boone County Board of Education, its members, the Superintendent,
 3 the Boone County Education Association, its members, the Sick Bank Committee,
 4 the appeal and all of their agents, for any loss they may sustain as a result of any
 5 claim or legal proceeding I may bring against any of them with respect to a decision
 6 made by any of them concerning the application.”
 7

- 8 (4) When an employee donates days to the Bank, he or she agrees to the above
 9 stated Rules for administration of the Bank and agrees to abide by the stated
 10 Rules.
 11

12
 13
 14
 15 **7.3 JURY DUTY AND PAY**

16 Any teacher who serves on a jury in any duly constituted local, state, or federal court shall be
 17 granted leave for such jury time with full compensation as jury pay for the period of his/her
 18 actual service. Jury pay shall be less any expense pay received when so designated. Teachers
 19 shall be encouraged to perform this civic duty. No teacher shall be unduly influenced or
 20 harassed concerning his/her obligation to serve.
 21
 22

23
 24
 25 **7.4 POLITICAL LEAVE**

26 The teacher shall have the right to become a candidate for public office and to serve in such
 27 elective office unless there is a specific legal prohibition. Upon written application, a leave of
 28 absence without pay in order to run for or to serve in public office shall be considered by the
 29 Board. Upon return from political leave, the teacher shall be restored to his/her former
 30 contract status provided written notice of the teacher's intent to return is received by the Board
 31 of Education by April 1.
 32

33
 34 **7.5 EMERGENCY AND/OR BEREAVEMENT LEAVE**

35
 36 A. The teacher shall be granted three (3) days of emergency leave per year. An
 37 emergency is defined as a sudden or unexpected occurrence that demands prompt action.
 38 This is not to be interpreted as leave for personal business. To benefit from this provision, a
 39 teacher must submit an electronic request for an emergency day to the Superintendent's office
 40 via the absence management system. Emergency/berereavement leave is not to be used as sick
 41 leave in accord with Kentucky Revised Statutes 161.152.
 42

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

- 45
 46 (1) Bereavement - Death of the following relatives: spouse, parents,
 47 grandparents, grandchildren, siblings, children, aunts, uncles, nieces,
 48 nephews, cousins, corresponding step and in-law relationships. In addition,
 49 at the discretion of the Superintendent, leave may be granted for others not
 50 specifically listed.
 51
 52 (2) Emergency situations resulting from natural disaster (tornado, flood, etc.) or
 53 other damage to personal property requiring immediate attention or action.
 54

- 1 (3) Personal disasters as determined by the Superintendent. This applies only
 2 in cases not covered by sick leave.
 3
- 4 (4) Official court appearances for legal matters directly related to District
 5 employment for which the employee is subpoenaed (A copy of the
 6 subpoena will be required as documentation.) as determined by the
 7 Superintendent. This does not include appearances that are personal in
 8 nature (non-Job-related) to which the employee is a party and the subpoena
 9 is obtained by or on behalf of the employee. This also does not include jury
 10 duty.
 11
- 12 (5) When such rare occurrences happen that a teacher has exhausted their (3)
 13 emergency days, (3) sick days, (2) personal days and a death of an
 14 immediate family member (spouse, child, parent) occurs, the
 15 Superintendent may grant up to (1) additional personal day.

16
 17 C. If a teacher believes he/she has been denied emergency leave unjustly, he/she may
 18 appeal the decision to the Superintendent.
 19

20 **7.6 DISABILITY LEAVE**
 21

22 Teachers shall be granted, upon written request, a leave of absence without compensation not
 23 to exceed two years for extended personal illness or other disability. Upon written request of
 24 the teacher, this leave may be extended at the discretion of the Board. Upon return from such
 25 leave the teacher shall resume the contract status in effect at the time the leave was granted.
 26 In case the leave of absence is for reasons of personal illness, the employee shall be required
 27 to have a health examination before returning to duty. By April 1, the teacher shall notify the
 28 Board of Education of his/her intent to return.
 29

30 **7.7 PROFESSIONAL LEAVE**
 31

32 Upon written request in accord with the provisions of leaves of absence as defined in
 33 Kentucky Revised Statutes 161.770, a Board may grant a leave of absence for a period of not
 34 more than two consecutive years without compensation for education or professional
 35 purposes. All requests for professional leave shall be considered on an individual basis and
 36 must be approved by the Board. Upon return from such leave the teacher shall resume the
 37 contract status in effect at the time the leave was granted. Any employee who has been
 38 granted a professional leave of absence must notify the Board by April 1 that he/she is
 39 planning to return to the school system the following year.
 40

41 **7.8 ASSOCIATION LEAVE**
 42

43 A. The Board agrees to grant 40 days of Association leave annually. The Board of
 44 Education will pay 15 days of Association leave during legislative years when these days will
 45 be used for the mutual benefit of the Board of Education and the Association, as approved by
 46 the Superintendent. The Association agrees to reimburse the Board for an aggregate total of
 47 days utilized by the Association independent of the Board's consent.
 48

49 B. At the request of the Association, the Board agrees to grant the elected president of
 50 the Association a paid leave of absence for the duration of his/her term. Following this leave,
 51 the Association president will be returned to his/her original position and school, with no loss
 52 of experience, seniority or retirement credit. However, the Association president shall be
 53 granted one (1) priority interview upon their transfer request to a different school location for
 54 which they are qualified. The Association president must interview for this position and meet
 55 the school interview rubric to be placed in that position. Otherwise, the Association president

- 1 may follow the Transfer policy for other positions or return to their original position and
 2 school.
 3
 4 The Association agrees to compensate the district at a rate based on Rank II zero years of
 5 experience.
 6
 7 C. A leave of absence shall be granted to a tenured faculty member for the purpose of
 8 serving as an officer or staff member of a professional association, either local, state, or
 9 national.

10
 11 **7.9 RETURN TO ORIGINAL JOB**

- 12
 13 A. The Board will keep the teacher's assignment available with the following
 14 qualifications:
 15
 16 (1) Upon return from a leave granted for one year, the teacher will, at his/her
 17 request, return to his/her original job provided the original leave request for
 18 one year stipulates the teacher's desire to return to his/her job.
 19
 20 (2) Upon return from a leave granted for two years, an elementary teacher will
 21 be assigned to his/her original building, and a secondary teacher will be
 22 assigned to his/her original subject assignment, provided the original second
 23 year leave request stipulates this desire.
 24
 25 B. These stipulations will apply when:
 26
 27 (1) The teacher notifies the Board by April 1.
 28
 29 (2) Such position has not been eliminated during the teacher's absence for
 30 reduction of staff.
 31
 32 (3) The teacher has requested such leave at least four weeks prior to the
 33 anticipated date on which the leave is to commence.
 34

35 **7.10 SHORT-TERM LEAVE WITHOUT PAY**

36
 37 If a teacher wishes to be absent from school, and the absence is not defined in the preceding
 38 clauses, the teacher may be permitted leave without compensation provided he/she notifies the
 39 building principal with approval of the Superintendent or designee at the earliest possible date
 40 of his/her intent to be absent.
 41

42
 43 **7.11 ADOPTION/CHILD REARING LEAVE**

44
 45 Any teacher may use up to thirty (30) days of sick leave within the six (6) week period
 46 immediately following the birth or adoption of a child or children in accordance with KRS
 47 161.155 (9) and Board policy 03.1233. Additional sick leave days may be used when the need
 48 is verified by a physician's statement as provided in Board Policy 03.1232.
 49

50 In compliance with the Family and Medical Leave Act of 1993, eligible employees are
 51 entitled to up to twelve (12) workweeks of leave to care for the employee's child after birth or
 52 placement of a child with the employee for adoption or foster care. Leave to care for an
 53 employee's healthy newborn baby or minor child who is adopted or accepted for foster care
 54 must be taken within twelve (12) months of the birth or placement of the child.
 55
 56
 57

ARTICLE VIII

GRIEVANCE PROCEDURE

8.1 DEFINITIONS

A. This grievance procedure hereby adopted by the Boone County Board of Education and the Boone County Education Association is designed to improve the opportunity for a teacher to initiate a grievance procedure.

B. The purpose of the grievance procedure is to secure equitable solutions to the problems at the lowest possible administrative level. All documented claims or any complaint alleging improper, or discriminatory conduct presented by a representative and/or the grievance committee of the Association that there has been a violation; misrepresentation or misapplication, or inequitable application of the terms of this Agreement, Board Policy, and/or public laws, shall constitute a grievance. Such grievance shall be submitted using the prescribed forms agreed to by the Association and the Board and shall be made readily available. The Grievant shall have the right to choose and provide a representative during any stage of the grievance procedure to fully participate and advocate. The Grievant upon request shall receive copies of all written decisions, documentation, and records pertaining to the grievance. The number of days indicated at each level of the procedure should be considered as maximum. All meetings should be held at times mutually agreeable; however, the time limits specified in this Article may be extended by mutual agreement of the parties. All time limits consist of school days except the following days that shall not be counted for the purpose of determining time limits referred to in this Agreement:

- (1) Any days designated as holidays; professional meeting days; national, state, or local disaster; or calamity days or mourning days.
- (2) Any days during the school term when school is closed. This Agreement is applicable to all members of the bargaining unit.
- (3) “Grievant” means the teacher(s) that are directly affected by the alleged violation and making the complaint. In cases where an alleged grievance affects two (2) or more teachers in a building, or two (2) or more teachers in the district, said grievance complaint shall be initiated at the Informal Level as provided herein. In the event that said alleged grievance directly affects two (2) or more employees in different buildings, any grievance complaint shall be initiated by the Association at Formal Level Two as provided herein. Grievances involving an administrator above the building level shall be filed by the Association at Level Two.

8.2 GRIEVANCE FORMS

The grievance forms utilized in this Agreement are as follows:

A. Communication of a Grievance-Initiation Form

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

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B. Communication of Grievance-Transmittal Form

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

8.3 PROCEDURES – INFORMAL LEVEL

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

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

When requested by a teacher, a representative of the Association shall accompany 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.

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.

Within five (5) days after presentation of the informal grievance, the principal or immediate supervisor shall give his/her answer orally to the Grievant.

Every effort should be made by both parties to resolve any grievance at this stage provided that the adjustment is not inconsistent with the terms of this Agreement and meets the approval of the Association. If, however, the informal process fails to satisfy the teacher or the Association, a formal grievance may be filed. Only district employees may file grievances, unless the incident involves a violation of federal or state law.

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

8.4 LEVELS OF COMMUNICATION OF GRIEVANCE – FORMAL

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

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

1
2 LEVEL III: Within ten (10) days of the receipt by the Superintendent of the
3 appeal, the Superintendent or Designee will arrange a meeting with
4 the Grievant Representative, if requested by the grievant. Within
5 five (5) days of the conclusion of the meeting, the Grievant shall
6 be provided with the Superintendent's or Designee's written
7 response, including the reasons for the decision. In rare instances,
8 it may be appropriate for the Teacher Association to give his/her
9 communication of grievance directly to the Superintendent or
10 Designee thus bypassing Levels I and II of this procedure. This
11 action shall be taken only in those rare instances where the
12 grievance communicated is of such a personal and private nature
13 that it cannot be effectively communicated at Levels I and II; or, in
14 those instances where the nature of the grievance would require the
15 initial response of the Superintendent or Designee.

16
17 LEVEL IV: For all the matters, within thirty (30) days of the receipt of the
18 Level III decision, the Association or Grievant may, upon written
19 notice to the Superintendent, submit the grievance to advisory
20 arbitration. Within ten (10) days after receipt of the demand for
21 arbitration, the parties shall mutually request from a panel of
22 retired Judges who served in the Circuit courts of Boone, Kenton
23 or Campbell Counties, the Kentucky Court of Appeals or Kentucky
24 Supreme Court. In the event there is no mutually agreeable retired
25 judge, the parties will resort in utilizing the American Arbitrator
26 Association. In order to protect both parties, if the Grievant or the
27 District desires to have legal representation, then it is
28 recommended that both parties have legal representation.

29 The parties shall set a meeting at a mutually agreeable time after
30 receiving the list of arbitrators and attempt to agree on one (1)
31 arbitrator. If the parties cannot agree on one arbitrator, they shall
32 select an arbitrator by alternately striking names from the list, with
33 the Association or Grievant striking first. The last name remaining
34 on the list shall be the arbitrator. If the arbitrator chosen is unable
35 to serve, the parties shall request a new list from a panel of retired
36 Judges who served in the Circuit courts of Boone, Kenton or
37 Campbell Counties, the Kentucky Court of Appeals or Kentucky
38 Supreme Court. In the event there is no mutually agreeable retired
39 judge, the parties will resort in utilizing the American Arbitrator
40 Association.

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

44
45 Representatives of the Board and the Association or Grievant shall
46 meet not fewer than fourteen (14) days prior to the date for any
47 arbitration hearing. At said meeting, the parties will frame issue
48 (s) or question (s) to be arbitrated, if possible, and if agreement is
49 reached, put the issue (s) or question (s) into writing to be signed
50 by each and submitted jointly at the appropriate time to the
51 arbitrator. In the event that agreement on the issue (s) cannot be

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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 if the Grievant is represented by the Association, and all other expenses shall be borne by the party incurring them. Otherwise, the fees and expenses of the arbitrator shall be shared equally by the Grievant 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 requiring 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 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. The Board shall be provided with all information regarding the Grievance as compiled by the Boards Representative and the Association, or the Grievant an agreed and combined packet no less than 5 working days prior to the Boards hearing of the grievance and roll call vote.

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.

1 **8.6 IDENTIFICATION OF PARTIES**

- 2
- 3 1. Teacher - A full time, certified employee of the Board who
- 4 initiates a communication of grievance in accord with the
- 5 provisions of this Agreement.
- 6
- 7
- 8 2. Immediate Supervisor - The administrator or supervisor who is
- 9 immediately responsible for the teacher in a given building,
- 10 division, section or department of the Boone County School
- 11 District.
- 12 3. Designated Administrator - The administrator above the teacher's
- 13 immediate supervisor, who has administrative responsibility for the
- 14 teacher and his or her immediate supervisor.
- 15 4. Managerial/Supervisory Personnel - Personnel designated to act in
- 16 a management or supervisory capacity in a school in the school
- 17 district.
- 18 5. Non-managerial/Non-supervisory Personnel - Personnel who are
- 19 not designated as managerial or supervisory employees.
- 20

21 **8.7 ASSOCIATION PARTICIPATION**

22

23 When a teacher is not a member of the Boone County Education Association, the Association

24 shall have the right to have its representative present to state its views at any stage of the

25 grievance procedure, except the informal level.

26

27 **8.8 NO REPRISAL CLAUSE**

28

29 No reprisal shall be taken by the Board or the administration against any teacher because of

30 the teacher's participation in a grievance, whether formal or informal.

31

32 **8.9 FILING OF MATERIALS**

33

34 All records related to a grievance shall be filed and maintained by the Superintendent

35 separately from the personnel files of the teachers and shall be confidential. Neither the

36 teacher, the Association, the Board or any agent of the Board, shall make future use of these

37 records for any purpose or in any manner which would be in any way harmful or damaging to

38 the professional reputation or character of the teacher, except where any such material or

39 records are necessary to the function of routine school matters. If legal action is filed by the

40 teacher against the Board or by the Board against the teacher, these records may be used.

41

42 **8.10 GRIEVANCE WITHDRAWAL**

43

44 A grievance may be withdrawn at any level with or without prejudice at the option of the

45 Association.

46

47 **8.11 RELEASED TIME**

48

49 Should the investigation or processing of any grievance require that an employee and/or an

50 Association representative be released from their regular assignment, the employee and/or

51 Association representative shall be released without loss of pay or benefits.

52

53

54 **8.12 RECORDING PROCEDURE**

55

1 Any recording of a meeting grievance procedure shall be with the full knowledge of all the
 2 parties involved with the meeting. The party recording the meeting shall make available,
 3 upon request, copies of the recording to the other parties.
 4

5 6 7 8 **ARTICLE IX**

9 10 11 **NEGOTIATIONS PROCEDURE**

12 13 14 15 **9.1 REPRESENTATIVES**

16
17 The parties agree that their duly designated representative shall negotiate in good faith with
 18 respect to the terms of this Agreement. Each party shall select its own representatives.
 19

20 **9.2 POWER TO NEGOTIATE**

21
22 Both parties agree that it is their mutual responsibility to confer upon their respective
 23 representative the necessary power and authority to make proposals, to consider proposals, to
 24 make counterproposals in the course of negotiations and to reach tentative agreements, which
 25 shall be presented respectively to the Board and the Association for ratification.
 26

27 **9.3 COMMENCEMENT OF NEGOTIATIONS**

28
29 Negotiations shall begin no later than March 15. If requested by either party, both parties
 30 may agree to an alternate date. If the parties cannot agree on a meeting place, the parties shall
 31 alternate the right to select the meeting location. The Association shall have the first right to
 32 select the meeting location.
 33

34 **9.4 SUBSEQUENT MEETINGS**

35
36 The date, time, place, and the agenda of the next meeting shall be established before the
 37 adjournment of any meeting.
 38

39 **9.5 CLOSED SESSIONS**

40
41 All negotiation sessions shall be closed to the public. Members of the Association shall, at
 42 the option of the Association, have the right to observe negotiation sessions.
 43

44 **9.6 CONTRACT MODIFICATIONS**

45
46 If either party desires to modify or amend this contract, a written notice must be submitted to
 47 the other party during the period of February 1 to February 28. The written notice is to
 48 include a list of those items, which are proposed for negotiation for the next contract period.
 49

50 **9.7 IMPASSE**

51
52 If agreement is not reached either party may declare to the other in writing that an impasse
 53 exists and call for mediation and fact-finding.
 54

55 **9.8 MEDIATION**

1
2 When an impasse has been declared, the Federal Mediation and Conciliation Service (FMCS)
3 or other mutually agreed upon sources shall be requested by the parties to appoint a mediator
4 from its staff. The mediator shall meet, as soon as possible, with the parties or their
5 representative or both, either jointly or separately, and shall take such steps, as the mediator
6 deems appropriate to persuade the parties to resolve their differences and affect a mutually
7 acceptable agreement. It is understood that this mediation is of an advisory nature.
8

9 **9.9 FACT FINDING**

10
11 If either party feels that mediation is not productive, it can notify the other party in writing of
12 the intent to take the issues in dispute to fact finding. The parties shall contact FMCS for the
13 appointment of a fact finder. The fact finder shall be different from the mediator previously
14 appointed. The fact finder shall conduct hearings as soon as possible upon notification of the
15 dispute. The fact finder shall issue his/her report within 14 days after the conclusion of the
16 hearing. Both parties shall meet and accept or reject the fact finder's report. Both parties
17 shall bear the expenses of their presentation and shall equally pay for the charges incurred by
18 the fact finder.
19

20 **9.10 FINAL APPROVAL**

21
22 When the Association and the Board reach tentative agreement on all matters being
23 negotiated, the items will be produced in writing and shall be submitted to the membership of
24 the Association for ratification and to the Board for official approval.
25

26
27 **ARTICLE X**

28
29
30 **ADMINISTRATIVE EVALUATION AND APPOINTMENT**

31
32 **10.1 PROCEDURE AND INSTRUMENT DEVELOPMENT**

33
34 A. One of the duties of the Culture and Climate Committee is developing (and/or
35 refining) a procedure and an instrument for the surveying of school and district culture and
36 climate. (Please see 2.16G and 3.1. D).
37

38 B. The Culture and Climate survey will be given each year, regardless of any other
39 survey administered by the Board of Education or state. The survey will be administered by
40 March 15th of each school year with a window of no fewer than five school days.
41

42
43 **10.2 BASIC CONCEPTS**

44
45 A. The procedures and instrument shall reflect the following concepts:
46

47 (2) All school administrators and district administrators and other supervisory
48 personnel shall annually receive feedback on the culture and climate of the
49 school and the district including leadership, teacher support, focus on
50 student achievement, and organizational management.

51
52 a. by the faculty at each school in which they work; or

53
54 b. by the faculty members with which they are associated.
55

- 1 B. The compiled survey results, including written comments, for each school shall be
 2 provided to each school administrator and each district administrator, the Principals,
 3 the Superintendent, the Deputy Superintendents, and the Superintendent's
 4 designee(s). All faculty and staff will be provided the results of the complete survey
 5 without the written comments. The survey will be used only for improvement of the
 6 school and district culture and climate. The data should be considered as part of the
 7 needs assessment when revising or rewriting the Comprehensive School
 8 Improvement Plan (CSIP) and the Comprehensive District Improvement Plan
 9 (CDIP). The results should be used for school and district improvement purposes
 10 but shall not be used as the basis for individual performance evaluations for any
 11 member of the faculty, staff, or administration at any school, or any district
 12 department.
- 13
- 14 C. The rubrics used to evaluate building Administrators and District Administrators
 15 shall be provided to the Association President at least 5 days prior to the first
 16 meeting of the CEP Committee each year and will also be documented in the
 17 Certified Evaluation Plan (CEP).

18

19 **10.3 NEW SUPERINTENDENT**

20

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

24

25

26

27 **ARTICLE XI**

28

29 **PROFESSIONAL DEVELOPMENT**

30

31

32 **11.1 ALTERNATIVE PROFESSIONAL DEVELOPMENT DAYS**

33

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

37

38 **11.2 PROFESSIONAL CONFERENCES**

39

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

48

49

50 **ARTICLE XII**

51

52

53 **EMERGENCY SCHOOL CLOSINGS**

54

55

1 **12.1 NOTIFICATION PROCEDURE**

2
3 When an emergency confronts the schools, notification of the non-opening of school will be
4 released for broadcast over the designated radio stations by 6:00 A.M. except when the
5 emergency occurs after 6:00 A.M. At any time an emergency situation confronts the school
6 notification will be posted on social media and communicated through the “all call” system.
7

8
9 **12.2 SCHOOL CLOSING: LEAVE DAYS**

10
11 When the schools or school offices are officially closed, no leave previously arranged by a
12 teacher will be deducted.
13

14
15 **12.3 INCLEMENT WEATHER: LOSS OF PAY**

16
17 Teachers who are unable to report for work as scheduled because of inclement weather shall
18 not be charged with loss of pay because of such failure to report, provided that the teacher has
19 made every effort to report, has reported as soon as possible after the weather conditions have
20 abated, and has notified his/her immediate supervisor. This absence can be charged to
21 emergency leave.
22

23 A. On Non-Traditional Instruction Days (NTI), all certified staff would be
24 expected to report to the building if they deem it safe to do so.
25

26
27 **12.4 BOMB THREAT: PROCEDURE**

28
29 In all cases where a school official is notified of a bomb threat, the school administration will
30 assess the situation regarding safety of students and staff and make a determination on the
31 need for evacuation. No teacher shall be required by school personnel to search for the bomb.
32 The teachers shall be responsible for students while on school property.
33

34 **12.5 OFFICIAL DECISION**

35
36 An official having the power to make the decision discussed in Article 12.1 through 12.4 shall
37 be available at all times.
38

39 **ARTICLE XIII**

40
41
42 **EFFECT OF AGREEMENT**

43
44
45 **13.1 COMPLETE UNDERSTANDINGS**

46
47 The terms and conditions set forth in this Agreement represent the full and complete
48 understandings between the parties. The terms and conditions may be modified only through
49 the written mutual consent of the parties. It is understood that there will be no further
50 negotiation on any item listed in this Agreement for the duration of this Agreement.
51

52 **13.2 INDIVIDUAL CONTRACT**

53
54 The terms and conditions of this Agreement shall affect the individual contracts of all
55 certified employees as identified in Item 1.1 of this Agreement.
56

1 **13.3 SAVINGS CLAUSE**
2

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

8 **13.4 TERMS OF AGREEMENT**
9

10 The terms of the Agreement shall supersede rules, regulations or practices of either party,
11 which may be contrary or inconsistent with the terms of this Agreement.
12

13 **13.5 LENGTH OF AGREEMENT**
14

15 The terms of this Agreement shall remain in full force and effect from the date of ratification
16 and acceptance by the Board and Association through June 30, 2028.
17

18 **13.6 COMMUNICATION**
19

20 The information on any district website, individual school websites, printed media, or any
21 other communications by the district, shall not conflict with any of language, content, or
22 intentions of this Agreement, and any such conflicts occurring in these media must be
23 corrected in a timely manner.
24

25 **13.7 NEGOTIATION OF A NEW CONTRACT**
26

27 In March of the calendar year in which this Agreement is set to expire, both parties shall
28 begin negotiation of a new contract. If a new contract has not been finally approved per
29 Section 9.10 prior to this Agreement's expiration as set forth in Section 13.5, the Board may
30 vote to extend this Agreement on a year-to-year basis.
31

32
33
34
35
36 Jesse Parks, CHAIRPERSON
37 BOONE COUNTY SCHOOLS

38
39 Kelly Read, PRESIDENT
40 BOONE COUNTY EDUCATION ASSOCIATION

41
42 MR. MATTHEW TURNER, SUPERINTENDENT
43 BOONE COUNTY SCHOOLS

44
45 Last Updated in June 2024