

**CONTRACTUAL AGREEMENT**

**of the**

**BOONE COUNTY**

**EDUCATION ASSOCIATION**

**and the**

**BOONE COUNTY**

**BOARD OF EDUCATION**

**BOONE COUNTY SCHOOLS**

June 2019

## ACKNOWLEDGMENTS

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

Dr. Randy Poe, Superintendent  
Bonnie Rickert, Board Chair  
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Dr. Karen Cheser, Chief Academic Officer, Deputy Superintendent  
Eric McArtor, Chief Operating Officer, Deputy Superintendent  
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### **PREAMBLE**

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

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

## ARTICLE I

### RECOGNITION

13  
14  
15  
16  
17  
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 for  
30 the smooth and efficient operation of the school system nor to hinder any individual’s right to  
31 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 portion,  
38 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  
49  
50  
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52

## ARTICLE II

### TEACHER AND ASSOCIATION RIGHTS

#### 2.1 TEACHER DISCIPLINE

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

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

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

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

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

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

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

## 4 5 **2.2 NON-DISCRIMINATION**

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

## 15 16 **2.3 REPRESENTATION**

### 17 18 A. Rights of Representation

19  
20 When a teacher is required to appear formally before the Superintendent or Designee  
21 concerning any matter which could adversely affect the teacher's employment, the teacher's  
22 position, or the teacher's salary, the teacher shall be entitled to have present a representative of  
23 his/her choice from the local Association. Further, when a teacher is required to appear before  
24 the Superintendent or Designee, the teacher shall be advised in writing of the reasons for the  
25 requirement at least 5 business days prior to the meeting. Formally is defined as specific  
26 written charges against a teacher. The teacher/administrator may request, by placing it in  
27 writing, all documents that will be used during the hearing. No less than 24 hours will be  
28 given to review the documentation. In the event that the teacher needs additional time to  
29 review and gather supporting documentation, an additional 24 hours may be granted by mutual  
30 agreement of both parties.  
31

### 32 33 B. Representation with the Superintendent

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

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

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

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

1     **2.4     PERSONNEL FILE**

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

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

18  
19     C.     The District shall have one (1) personnel file for each teacher. Any material  
20 submitted from the date of this contract must be signed and dated by its originator. Any  
21 material shall be composed and written as soon as possible after the occurrence, but not to  
22 exceed five (5) teaching days, and shown to the teacher not more than three (3) teaching days  
23 later, unless mutually agreed upon. If a teacher cannot be located or is otherwise unable to  
24 sign materials submitted, a notation to the effect shall be affixed to the materials, and both will  
25 be placed in the teacher's file. Any material in violation of this section shall be rendered  
26 ineffective as evidence in any disciplinary action against a teacher and destroyed.

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

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

33  
34  
35     **2.5     SCHOOL LAW OF KENTUCKY**

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

42  
43     **2.6     RIGHT TO ORGANIZE**

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

50  
51     **2.7     DUES DEDUCTION**

52  
53     A.     The Board shall deduct from each teacher's pay the current dues of the Association  
54 provided that the Board has an annual employee-executed authorization form for continuing  
55 dues deduction, the amounts of which shall be annually certified in writing by the Association

1 or its designee to the Board. A teacher may revoke the annually executed authorization for  
 2 dues deduction by notifying the Board in writing prior to September 15th of any school year.  
 3 Upon receipt of any notification revoking authorization for dues deduction, the Board shall  
 4 notify the Association President in writing.  
 5

6 B. The employer will deduct from the salaries of all employees new to the school system  
 7 an amount of money equal to the dues of the Association including NEA and KEA unless the  
 8 employee notifies the employer within ten calendar days after the first compensable day of  
 9 employment that such dues are not to be deducted. Those employees shall thereby become  
 10 members of the Association.  
 11  
 12  
 13  
 14

## 15 **2.8 MEETINGS, NOTICES AND GENERAL INFORMATION**

16 For the purposes of conducting Association business, the Association shall be granted:  
 17  
 18

19 A. The use of school building for meetings as provided for in current school board  
 20 policy. (Policy 5.3 “Community Use of School Facilities”).  
 21

22 B. The use of employees’ mailboxes, school bulletin boards, and school faculty  
 23 meetings. The intra-communication systems shall be used at designated times for  
 24 announcements only.  
 25

26 C. The use of all inter-school communication systems.  
 27

28 D. The right to hold meetings when teachers are required to be at school and when  
 29 meetings do not interfere with normal classroom duties.  
 30

31 E. School authorities shall not furnish to any outside organization or individual, without  
 32 the approval of the Board, any list of teachers’ and students’ names, unless required by law.  
 33 (School Board Policy 03.1323: Solicitations in Schools)  
 34

## 35 **2.9 ACADEMIC FREEDOM**

36 The Board and the Association agree that academic freedom is basic to the attainment of the  
 37 educational goals of the Boone County Public Schools and agree that:  
 38

39 A. The parties seek to educate young people in the democratic tradition, to foster  
 40 recognition of individual freedom and social responsibility, to inspire meaningful awareness of  
 41 the respect for the Constitution and the Bill of Rights, and to instill appreciation for the value  
 42 of individual personality.  
 43

44 B. The school district shall at all times strive to promote tolerance for the views and  
 45 opinions of others and for the privilege of individuals to form and hold differing views and  
 46 opinions.  
 47

## 48 **2.10 BOARD AGENDA**

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

1 shall be allowed to address the Board during the Audience of Citizens or at other appropriate  
2 times.

3  
4 B. The agenda for regular and special meetings shall be electronically posted on the  
5 district website.

6  
7  
8 **2.11 BOARD MINUTES**

9  
10 Board minutes shall be electronically posted on the district website.

11  
12 **2.12 SUPERINTENDENT/ASSOCIATION PRESIDENT MEETINGS**

13  
14 The Superintendent and/or his/her representative(s) and the Association President and/or  
15 his/her representative(s) shall meet upon request of either party at a mutually agreed time and  
16 place to discuss school problems and procedures related to this Agreement in an effort to  
17 maintain effective communications provided the levels of communication have been followed.  
18 The communication levels shall be as follows:

- 19  
20 A. School building level;  
21 B. Superintendent and/or his/her representative(s);  
22 C. Board of Education level.

23  
24 **2.13 POLITICAL ACTIVITY**

25  
26 The constitutional rights of teachers are guaranteed under the constitution of our democratic  
27 society and appropriate K.R.S.

28  
29  
30 **2.14 ASSAULT/BATTERY UPON TEACHERS**

31  
32 The Board shall provide legal counsel and/or legal services to a teacher who is assaulted or  
33 suffers battery while performing his/her duties as a teacher.

34  
35 \*A teacher who has been assaulted shall have the right to refuse a student's assignment if such  
36 student has a documented history of either offense unless such refusal would jeopardize a  
37 student's right to an appropriate education.

38  
39 **2.15 ASSAULT CASES - LEGAL COUNSEL**

40  
41 The Board shall provide legal counsel and/or legal services of the Board Attorney when a  
42 teacher is accused of assault while carrying out his/her duties as a teacher in accord with  
43 prescribed school board policy.

44  
45 **2.16 COMMITTEES**

46  
47 A. If system-wide committees are utilized, the Association and appropriate  
48 administrative personnel shall jointly appoint all system-wide committees that will affect  
49 curriculum, instruction and/or the professional development of teachers and students within  
50 the school district.

51  
52 B. As related to KRS 158 and 704-KAR 7.160, a system-wide committee will monitor  
53 student and school safety. The composition of the committee will include the BCEA president  
54 or designee.

55

1 C. A system-wide committee shall be formed annually to review the Code of Acceptable  
 2 Conduct and Behavior and to make modifications or changes as needed. These  
 3 recommendations must be consistent with the policies of the Board of Education and  
 4 requirement of law. The committee shall be comprised of six (6) teachers; two (2)  
 5 elementary, two (2) middle school, and two (2) high school, one counselor, one principal from  
 6 each level; one Central Office administrator; and one parent from each level. The committee  
 7 will be chaired by the Director of Pupil Personnel and the Association as provided in 2.16A of  
 8 this document.  
 9

## 10 **2.17 ASSOCIATION AND ADMINISTRATION MEETINGS**

11  
 12 A. The Superintendent and Association president shall meet at least once per month to  
 13 discuss problems and concerns.  
 14

15 B. The building principal shall meet with Association representatives at the request of  
 16 either party to discuss problems and/or concerns.  
 17

18 C. If requested, the designated representatives of the Association shall be part of the  
 19 agenda for faculty meetings to discuss items of concern with the faculty.  
 20  
 21  
 22  
 23  
 24  
 25

## 26 **ARTICLE III**

### 27 28 29 **EMPLOYMENT CONDITIONS**

#### 30 31 32 **3.1 WORK ENVIRONMENT**

33  
 34 A. The Board and Association shall foster a work environment, free of hostile,  
 35 demeaning, intimidating or harassing behavior, including sexual harassment as those terms as  
 36 defined in law. The employer and employees are also obligated to comply with all applicable  
 37 local, state, and federal laws and/or regulations regarding the employee's work environment.  
 38 Any calendar changes shall be renegotiated between the Board and the Association.  
 39

40 B. Employees adversely affected by violations of this section of the contract may utilize  
 41 the grievance procedure in addition to all other legal remedies available.  
 42

#### 43 **3.2 SCHOOL CALENDAR**

44  
 45 A. Following negotiations with the Association, the Board shall establish a school  
 46 calendar which does not exceed 187 days. The calendar shall contain no more than 175  
 47 instructional days, one opening and one closing day, two (2) professional days (P), four (4)  
 48 professional development (PD), and four (4) holidays.  
 49

50 B. Teachers working 10 1/4 months shall be granted one (1) additional holiday within  
 51 the 20 extended employment days.  
 52

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

5  
 6 D. Professional Days (P) shall be used as follows:

- 7  
 8 1. Up to 1/2 of a professional day may be used for a district-wide meeting.  
 9  
 10 2. Opening and closing days of school shall be spent in the individual  
 11 schools. Time used for organization and orientation shall not exceed  
 12 1/2 day.  
 13  
 14 3. \*One of the professional (P) days may be used for analysis of student  
 15 writing products based on state writing requirements.  
 16  
 17 4. \*Remaining professional (P) days may be used as determined by a 2/3  
 18 vote of the certified staff for activities from the following options:  
 19  
 20 a. Parent/Student Involvement  
 21 b. Professional Development  
 22  
 23

24 **3.3 TEACHER WORK DAY, HOURS, WAIVERS AND PLANNING PERIODS**

25  
 26 A. Hours

- 27  
 28 (1) The normal teacher workday shall be from 7:30 A.M. until 2:45 P.M. at the  
 29 Middle/Junior/Senior High level and 8:30 A.M. until 3:45 P.M. at the  
 30 Elementary level. The Association and the Board recognize the need for  
 31 flexibility in the determination of the beginning and ending times for each  
 32 individual school. These school hours do not pertain to district wide  
 33 programs.  
 34  
 35 (2) The Virtual School teacher workday shall be a 7.25 hour duty day within a  
 36 twelve hour period. The twelve hour period shall not begin before 7:30  
 37 A.M. and end no later than 10:00 P.M.  
 38  
 39 (3) In order to offer additional programming to students, teachers may work a  
 40 flexible 7.25 hour schedule, including planning and duty free lunch, if  
 41 mutually agreeable between the teacher and the administrator.  
 42

43 B. Waivers

- 44  
 45 (1) If a school wishes to consider deviating from the aforementioned times, a  
 46 ratification voted by secret ballot of two-thirds (2/3) of the Certified  
 47 Employees at that school is necessary to effect said change.  
 48  
 49 (2) Any changes in the beginning and/or ending times of a school shall be made  
 50 only with the mutual agreement of the Association and the Superintendent or  
 51 his/her designee. These times shall not exceed seven (7) hours and fifteen  
 52 (15) minutes of consecutive duty.  
 53  
 54  
 55  
 56

1 C. Planning Periods

- 2  
3  
4 (1) \*A preparation period, the duration of one regular class period, shall be  
5 provided each certified employee at the middle, junior, and senior high  
6 level. This planning period shall be fifty-five (55) consecutive minutes  
7 unless otherwise agreed to by a two-thirds (2/3) majority vote of the  
8 certified employees assigned to the building. Such vote shall be taken by  
9 secret ballot annually after prior notification of at least seven (7) working  
10 days to the Association and the Board of Education. At the elementary  
11 level, a planning period consisting of at least 45 minutes divided into no  
12 more than 2 segments will be provided. An effort will be made to provide,  
13 if possible, the entire plan time in 1 block. A change in the length of  
14 planning period must be agreed to by the Association and the Board of  
15 Education.  
16  
17  
18

19 **3.4 TEACHING LOAD**

20  
21 \* The normal weekly teaching load in the middle, junior, and high schools will be no more  
22 than twenty-five (25) teaching periods or equivalent time, and five (5) planning periods unless  
23 otherwise agreed to by a two-thirds (2/3) majority vote of the certified employees assigned to  
24 the building. Such vote shall be taken by secret ballot annually after prior notification of at  
25 least seven (7) working days to the Association and Board of Education. A change in the  
26 teaching load must be agreed to by the Association and Board of Education. A supervised  
27 study or lunch period or similar duty of equivalent time shall be considered a teaching period  
28 for which volunteers will be given priority. The number of preparations shall not exceed three  
29 (3) unless agreed upon in writing by the teacher.  
30

31 **3.5 NOTIFICATION OF ASSIGNMENT TO A BUILDING**

32  
33 Each teacher shall be given written notice of his/her assigned building for the forthcoming  
34 year prior to 45 days before the first student attendance day. All assignments shall be made in  
35 accord with K.R.S. 161.760 and by mutual agreement of the teacher and the Superintendent or  
36 his designee.  
37  
38  
39  
40  
41  
42

43 **3.6 CHANGES OF DUTIES & RESPONSIBILITIES**

44  
45 It is agreed by the Board of Education and the Association that the duties and responsibilities  
46 of teachers shall be in accord with K.R.S. 161.760 (SALARIES OF TEACHERS, NOTICE -  
47 REDUCTIONS AND INCREASE - ASSIGNMENT OF PERSONNEL) and applicable  
48 provisions of this contract.  
49

50 **3.7 TRANSFERS, PROMOTIONS, VACANCIES, DEFINITIONS**

51  
52 A Transfer  
53

1 A transfer is defined as a parallel move from one position to another that does not result in a  
 2 salary differential or require additional administrative and/or supervisory responsibilities  
 3 excepting extended time employment and/or extra assignment.  
 4

5 B. Promotions  
 6

7 Promotional positions are defined as those positions that require additional administrative  
 8 and/or supervisory responsibilities excepting extended time employment and/or extra  
 9 assignment.  
 10

11  
 12 \*Positions shall be filled in accord with the following:  
 13

- 14 (1) District employees within the school system shall be given priority for all  
 15 promotions based on seniority and professional qualifications.  
 16  
 17 (2) The principal shall make an extensive effort to include the departmental  
 18 chairperson or his/her designee in the interview of all prospective teacher  
 19 candidates.  
 20

21 C. Vacancies  
 22

23 A vacancy is defined as an unstaffed position that has been declared vacant by the  
 24 Superintendent. All vacancies shall be filled in accordance with the following provisions  
 25 provided in this contract and state law. District employees shall be given first consideration  
 26 for promotional opportunities. Assignment of personnel to these positions is the responsibility  
 27 of the Superintendent.  
 28

29 **3.8 VOLUNTARY TRANSFERS**  
 30

31 The Board and the Association agree that all voluntary transfers shall be consistent with and  
 32 conform to the following guidelines.  
 33

34 A. Job Postings  
 35

36 A position becomes available when the resignation, transfer, dismissal, contract non-renewal,  
 37 or leave of absence of the present holder of the position has been officially approved; a new  
 38 position is officially created; or death of a certified staff member occurs.  
 39

40 Within five (5) working days of this occurrence, all part-time and full-time certified vacant  
 41 positions shall be posted unless specifically exempted in this section. Positions moving from  
 42 part-time to full-time shall also be posted. The postings shall be delivered to the Association  
 43 President and posted in all school buildings.  
 44

45  
 46 B. Posting Exemptions  
 47

48 The following vacancies shall be exempt from posting provisions:  
 49

- 50 (1) Positions for which there is mutual agreement that an emergency exists.  
 51  
 52 (2) Positions in a new school shall be posted as per 3.8F.  
 53  
 54  
 55

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C. Filling Vacancies

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

During this ten (10) day posting period, teachers shall have the opportunity to file a transfer request. Transfers received shall be given equal consideration with those currently on file for that position.

D. Application for Transfer

All certified personnel may participate in the transfer process. Consideration for transfer shall be in the order of:

- (1) Full-time employees - ten-tenths;
- (2) Seven-tenths employees

Teachers who desire to transfer to another building for the next school year shall complete a separate electronic internal candidate form for each building to which they want to transfer and submit them to the Central Office between the first day of the current school year and the first day of the following school year. Transfers may also be filed in response to specific postings.

A transfer request is only valid for one school year and must be annually renewed. All ungranted transfer requests shall be dropped on the first day of the school year.

A transfer request shall remain in force until:

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

E. Transfer Process

Transfers will be granted and positions staffed from the transfer requests according to program needs, certification, and district seniority. Following the ten (10) day posting period, transfer applicants will be interviewed by the principal and SBDM appointed committee members (where applicable), with district seniority used to determine the order of contact. When the position has been filled, interviews stop and the remaining transfer applicants are notified within two working days that the position is no longer available. Any denial of transfer must be in accordance with 3.8G of this article.

“Program Needs” for purposes of article shall mean:

- (1) The total number of classes required and the number of teachers certified to teach those classes, and;

1  
2 (2) Those objective criteria as pre-determined by the principal and SBDM Council  
3 (where applicable) for specific positions. Criteria may be based on measurable  
4 performance components such as the most recent “experienced teacher  
5 standards” as adopted by the KY Education Professional Standards Board.  
6

7 (3)  
8 “District Seniority” for purposes of this provision shall mean the number of years of service to  
9 the Boone County Schools completed from the first compensable day of employment as a regular  
10 employee in the Boone County Schools following the last break in service. (A break in service  
11 occurs when an employee resigns or their employment is terminated. An employee on an  
12 approved leave of absence will not incur a break in service and their seniority continues to  
13 accumulate while on leave.) Employees hired back by the first day of the following school year  
14 will not incur a break in service. The employee will be made whole in terms of seniority and  
15 benefits. Ties in seniority dates will be broken by the largest sum of the first three numbers of the  
16 last four numbers in the employee’s social security number. If a tie still exists, the employee with  
17 the largest last digit of the social security number shall be the most senior. If a tie is still not  
18 broken, seniority shall be determined by a toss of a coin.  
19

20 The intent of the use of seniority is to assist in the voluntary and involuntary transfer process,  
21 and not to bump another person from a position.  
22

23 If a vacancy occurs ten (10) days before the beginning of the school year, the employee  
24 eligible for the transfer to the vacancy shall be placed on the staff of the building having the  
25 vacancy; however, the employee shall not actually begin working at the new assignment until  
26 the beginning of the next school year, unless the Superintendent and the Association agree an  
27 emergency exists and the placement should take place immediately. If an emergency does not  
28 exist, the vacancy shall be filled by an employee on a limited contract for the remainder of the  
29 school year. The requirement for hiring on a limited contract may be waived by mutual  
30 consent of the Superintendent and the Association.  
31

32 Persons who have previously been involuntarily transferred shall have the first opportunity to  
33 accept a vacant position at a different school, following qualified candidates previously laid  
34 off by the district. Vacant positions shall be filled from the voluntary transfer list, and with  
35 teachers returning from leave and then, new applicants, using the process described in Article  
36 3.9.  
37

38 Persons requesting transfer must provide the Department of Human Resources with  
39 information on where they can be reached during the summer months. Persons who cannot be  
40 contacted in the three weeks prior to the opening of school shall be passed over in favor of the  
41 next eligible person.  
42

43 Detailed notation of attempts to contact the person requesting the transfer shall be recorded on  
44 the transfer request.  
45

46 *F. Staffing a New School*  
47

48 In the event that a new school is opened, the following procedure shall be used to staff the  
49 vacancies:  
50

51 (1) By March 1, the District shall provide each certified employee with a list of  
52 all known positions that will be made available through the expansion,  
53 except positions filled by persons previously laid off by the district or those  
54 involuntarily transferred.

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- (2) Then, volunteers shall be asked from all current employees. Employees shall have until March 15, to file for transfer to the new school. Positions shall be filled from the volunteer list according to the transfer and denial processes as outlined in 3.8E and 3.8G.
- (3) If positions still need to be filled, then the District may once again request volunteers to staff the new school. Employees shall have ten (10) days to file for the transfer. Positions shall be filled as described in 3.8F (3).

G. Denial of Transfers

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

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

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

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

**3.9 INVOLUNTARY TRANSFER**

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

B. No involuntary transfer shall be made arbitrarily. Any teacher affected by an involuntary transfer shall be notified immediately and shall be released by the Superintendent from his/her contract if he/she so requests. Any teacher transferred involuntarily shall receive priority consideration for future vacancies for a period of three (3) school years from the date

1 of the involuntary transfer. (Teachers involuntarily transferred will retain priority  
 2 consideration, indefinitely, for return to their original position unless they are removed from  
 3 the list due to one of the reasons listed below.) Seniority, as defined in Section 3.8E, will  
 4 determine the order in which persons with the same certification will be considered for a  
 5 position. If  
 6 an employee declines consideration for a specific position, which position will not be offered  
 7 to them again. Persons will be removed from the involuntary transfer list if they:

- 8
- 9 (1) They accept another transfer;
- 10
- 11 (2) They refuse to transfer back to the position from which they were
- 12 involuntarily transferred.
- 13
- 14 (3) Three (3) school years have passed since the date of the involuntary transfer.
- 15 (Priority consideration for return to the original position will be retained
- 16 indefinitely unless either number 1 or 2 above have occurred.)
- 17

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

20

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

27

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

### 30

### 31

### 32 **3.10 SUBSTITUTE TEACHERS**

33

34 The Board of Education shall in all instances provide a teacher for absent teachers when  
 35 substitute teachers are available.

### 36

### 37 **3.11 LAVATORY AND LOUNGE FACILITIES**

38

39 \*In school buildings there shall be rest rooms and lavatory facilities exclusively for  
 40 teacher use. At least one room, appropriately furnished and properly ventilated, shall be  
 41 reserved for use as a faculty lounge.

### 42

### 43 **3.12 TELEPHONE FACILITIES**

44

45 A separate private telephone line for private communication between teacher and parent shall  
 46 be made available in each building.

### 47

### 48 **3.13 CLASS INTERRUPTIONS**

49

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

### 53

### 54 **3.14 PARKING FACILITIES**

55

1 The Board shall provide paved, clean, lighted, well-maintained, safe, off-street parking.  
 2  
 3  
 4  
 5

6 **3.15 EXTRA CURRICULAR COMPENSATION**  
 7

8 Teacher participation in extra curricular activities for which no additional compensation is  
 9 paid shall be strictly voluntary.  
 10

11  
 12 **3.16 HAZARDOUS TEACHING CONDITIONS**  
 13

14 A. In the event that a teacher or any responsible person discovers any unsafe or  
 15 hazardous condition on school grounds or on any property owned by the school district that  
 16 may be dangerous or unsafe to students or teacher, then said teacher is responsible to report  
 17 such discovery to the building principal or his designee. The building principal will then  
 18 assume the responsibility to determine reassigning the class to a safe location in which the  
 19 welfare of the students and teacher will not be in jeopardy.  
 20

21 B. The Association has the responsibility and shall make known to appropriate sources  
 22 all such hazardous conditions and to seek remediation to any such health hazards.  
 23

24 C. The District shall initiate correcting the unsafe or hazardous conditions within a  
 25 reasonable period not to exceed thirty (30) calendar days.  
 26

27 **3.17 MATERIALS AND FACILITIES**  
 28

29 A. The parties recognize that optimum school facilities for both students and employees  
 30 are desirable to enhance a high quality of education. Appropriate texts, library reference  
 31 materials, maps and globes, laboratory equipment, audio-visual equipment, art supplies,  
 32 physical education equipment, current periodicals, lesson plan books, standard tests and  
 33 questionnaires, and similar materials are the tools of the teaching profession.  
 34

35 B. Upon the request of employees, principals shall install drink and snack vending  
 36 machines in the lounges or other suitable locations.  
 37

38 C. All schools shall receive adequate funding, with review, for instructional supplies for  
 39 each year that this contract is in effect.  
 40

41 D. The Employer will make every reasonable effort to provide for employees:  
 42

43 (1) Lockable desk and storage space where applicable;  
 44

45 (2) A system whereby employees can effectively and expeditiously  
 46 communicate with the school office in the event of an emergency; and  
 47

48 (3) \*Television receivers for supplementary instructional purposes.  
 49

50 E. Employees shall be provided with materials and facilities for lesson preparations and  
 51 other assigned duties. The Employer shall provide for employees the following:  
 52

53 (1) Custodial care and maintenance;  
 54

55 (2) Restoration of teaching areas damaged by vandalism or other causes.

- 1  
2 (3) \*Access to duplicating services for the preparation of instructional  
3 materials;  
4  
5 (4) \*Chalk boards and bulletin boards where applicable;  
6  
7 (5) \*Curriculum guides and desk copies of textbooks and workbooks  
8 required for classes, which will remain the property of the Employer and  
9 shall be returned; however, desk copies of state-adopted textbooks shall be  
10 in the form of teaching manuals;  
11  
12 (6) \*Classrooms or workspace as defined and approved according to State  
13 regulations;  
14  
15 (7) \*Record books, lesson plan books, paper supplies, chalk, erasers and other  
16 such supplies and materials required by the employer in daily teaching  
17 responsibilities, including materials for art, music, and physical education in  
18 the elementary schools.  
19  
20 F. \*Employees shall be provided an opportunity to request budget expenditures for  
21 instructional materials and supplies.  
22  
23 G. \*The principals or school heads shall meet with the employee(s) to discuss the school  
24 budget. Copies of the budgets for individual schools and departments shall be given to the  
25 employees of the school and department.  
26  
27 H. \*All employees shall know the amount of money budgeted for their classrooms at the  
28 beginning of the school year.  
29  
30 I. \*Principals or school heads will designate a smoking area.  
31

### 32 **3.18 SPECIAL AREA CLASSROOMS**

33  
34 \*The Board agrees that rooms for special area classes (art, music, physical education) shall be  
35 separate from the regular classroom. In the event of an unusual emergency situation where a  
36 separate classroom cannot be made available, the Board agrees to work cooperatively with the  
37 teacher(s) affected in order to find acceptable alternatives.  
38

### 39 **3.19 REQUISITION POLICY**

40  
41 Each instructional staff member shall be given the opportunity to submit requisitions for  
42 instructional materials and supplies for the following school term. Each instructional staff  
43 member shall submit his/her requisition to his/her principal or designee. Requisitioning of  
44 materials and supplies shall be charged against the funds allocated to the individual school and  
45 shall be in keeping with approved Board Policy 5.3. The principal shall inform new teachers  
46 of the requisition policy.  
47

### 48 **3.20 DIRECTORS OF TEACHING AND LEARNING AND DEPARTMENT** 49 **CHAIRPERSONS**

50  
51 The Directors of Teaching and Learning (exception: See 4.1) and teaching personnel  
52 designated departmental or grade level chairpersons shall be consultants or peer observers at  
53 the request of the teacher. These persons will not evaluate or be a witness for the  
54 administration except for the internship program (as designed in Kentucky Revised Statues  
55 161.030 or as designed in 704 KAR 3:370.) In rare circumstances when the building principal  
56 has not obtained observer certification as described in the Certified Evaluation Plan, the

1 Directors of Teaching and Learning and/or other district administrators who are certified  
 2 observers may serve as temporary observer evaluators until the building principal obtains  
 3 observer certification. The temporary observer evaluator will be selected from a pool of  
 4 candidates mutually agreed upon by the superintendent/designee and BCEA  
 5 president/designee.

6  
 7  
 8 **3.21 CONFERENCE DAYS**

9  
 10 Conference days may be scheduled by the SBDM Council (or by majority vote of certified  
 11 staff in non-SBDM schools) on days designated as professional (P) days in the calendar. All  
 12 such days shall follow state and contract guidelines. Conferencing hours may be set to meet  
 13 parent convenience. Conferences can be teacher or parent initiated.

14  
 15 **3.22 EXCUSE OF TEACHERS DURING SCHOOL HOURS**

16  
 17 Principals or immediate supervisors have the prerogative to excuse teachers from their  
 18 respective schools during school hours for reasons the teachers deem to be emergencies or for  
 19 school business.

20  
 21 **3.23 MILEAGE PAYMENTS**

22  
 23 Mileage shall be paid to teachers who travel during the regular course of their duties at the  
 24 current state rate per mile. Forms provided by the Board of Education shall be completed and  
 25 filed by these teachers to validate their claim.

26  
 27  
 28  
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 30  
 31 **3.24 CHANGE IN STAFF**

32  
 33 A. Reduction Order

34  
 35 If it becomes necessary to reduce the teaching staff as the result of significantly decreased  
 36 enrollment, the Board shall suspend the contract in accord with Kentucky Revised Statutes  
 37 161.800.

38  
 39 161.800 SUSPENSION OF CONTRACTS ON REDUCING NUMBER OF TEACHERS

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

50  
 51  
 52  
 53  
 54 B. Restoration of Suspended Teachers Due to Reduction of Staff

55

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

- 5 (1) Those on continuing contracts with greater seniority.  
 6 (4) Those in limited contracts with greater seniority.  
 7  
 8  
 9

10  
 11 C. Seniority Determination  
 12

13 Seniority for the above purposes shall be computed according to the first compensable date of  
 14 employment. The Board and the Association shall jointly determine a method for breaking  
 15 ties that might occur.  
 16

17 D. Change in Subject Area or Grade Level  
 18

19 Provision shall be made for anyone who is qualified and has seniority to move into another  
 20 subject area or grade level. See Articles 3.7 and 3.8.  
 21

22 E. Promotions  
 23

24 Refer to Article 3.7 - PROMOTIONS AND VACANCIES  
 25

26 **3.25 EQUAL SPECIAL AREA PROGRAMS**  
 27

28 A. The Board shall allocate to each school (K-12) a minimum of one full-time position  
 29 to be used for each of the following program areas: art, music, physical education.  
 30

31 B. A SBDM council may elect to utilize this allocation for other purposes as permitted  
 32 by State Code or Regulation.  
 33

34 **3.26 PARENT-STUDENT COMPLAINTS; PROCEDURE**  
 35

36 Any complaint made against a teacher shall be called to the attention of the teacher by the  
 37 following school day or the next school day on which the teacher and administrator are  
 38 present. If the complaint is of a nature to adversely affect the teacher, the teacher must have  
 39 an opportunity to answer the complaint and to meet with the complainant within five school  
 40 days of the receipt of the complaint. No action shall take place by the administration until  
 41 such meeting has taken place. A failure for a meeting to occur will not impede the complaint  
 42 resolution procedure.  
 43

44 **3.27 ANONYMOUS COMPLAINTS**  
 45

46 Complaints made anonymously shall not be used to reprimand a teacher. (This is not intended  
 47 to prevent administrators from sharing anonymous complaints with the teacher.) However, this  
 48 does not preclude the administration from contacting authorities or opening an investigation in  
 49 accordance with KRS 620.030 or applicable KRS Statutes.  
 50  
 51  
 52

53 **3.28 BUS DUTY**  
 54

1 Teachers shall not be required to do bus duty. Teachers who elect to do bus duty shall be  
 2 compensated at an hourly rate. The Board of Education shall continue to hire aides for this  
 3 purpose.  
 4

5  
 6 **3.29 CONFERENCE EXPENDITURES**  
 7

8 Monies for professional development activities shall be allocated each year to each school as  
 9 specified in KRS 160.345, related regulations and guidelines.  
 10

11 **3.30 DUTY FREE LUNCH**  
 12

13 The Board of Education shall provide a minimum of thirty (30) minutes duty free lunch for all  
 14 certified personnel.  
 15  
 16  
 17  
 18  
 19  
 20

21 **ARTICLE IV**

22  
 23 **TEACHER EVALUATIONS**  
 24  
 25

26 **4.1 TEACHER EVALUATIONS**  
 27

28 A. All evaluations shall be conducted by the primary evaluator as designated in the  
 29 Certified Evaluation Plan.  
 30

31 B. The evaluation cycle for non-tenured teachers shall be one (1) year and for tenured  
 32 teachers shall be three (3) years. Non-tenured teachers shall receive a minimum of three  
 33 formative mini observations and conferences (two by the evaluator; one by a peer), one full  
 34 formative observation and conference, and one summative evaluation (conference only) each  
 35 year. Tenured teachers shall receive one full formative evaluation (observation and  
 36 conference) each year of their cycle as well as a summative evaluation (conference only) and  
 37 one peer mini observation during the third year of their cycle. Both non-tenured and tenured  
 38 teachers develop a Professional Growth Plan following their summative evaluation that will be  
 39 due to the evaluator by October 15 of the following school year. An evaluation cycle, once in  
 40 progress, shall not be interrupted unless mutually agreed upon by the teacher and the principal.  
 41 All teacher evaluations shall be in accord with Board Policy 3.18 and KRS 156.557.  
 42

43 C. The Certified Evaluation Plan, the Kentucky Framework for Teaching, and the  
 44 Teacher Professional Growth and Effectiveness System resources available on the Kentucky  
 45 Department of Education website should be used as aids to the teacher. All evaluation should  
 46 be constructive in nature and intended to effect teacher professional growth and effectiveness.  
 47 The determination of the teacher's Professional Practice Rating should be a collaborative  
 48 effort based on evidence provided by both the teacher and evaluator as outlined in the  
 49 Certified Evaluation Plan.  
 50

51 D. The formal evaluation procedure is only part of the total supervisory program and  
 52 should not be interpreted as the complete program. Additional supervisory teacher visits and  
 53 conferences for staff development are most beneficial and are encourages as time permits.  
 54

1 E. Good supervisory techniques would include a mutual understanding between the  
2 principal and teacher. A scheduled visit should include the purpose of the visit and a follow-  
3 up conference which informs the teacher of the result of the visit.  
4

5 F. The formal evaluation should be done as a team effort and is part of an on-going,  
6 continuous process. The instrument is merely the culmination of this process.  
7

#### 8 **4.2 EVALUATION PROCEDURE**

9  
10 A. No later than the end of the first month of reporting for each school year, the building  
11 principal shall acquaint each teacher under the principal's supervision with the total Certified  
12 Evaluation Plan. No formal evaluation may take place until such orientation has been  
13 completed.  
14

15 B. Sources of student assessment data and multiple measures as described in the State  
16 approved Certified Evaluation Plan will be used in the evaluation procedures.  
17

18 C. A teacher shall not be evaluated by another teacher. Peer review, learning walks, and  
19 walk-through's shall be used for instructional improvement and will not be used for the  
20 evaluation process or a teacher's individual evaluation.  
21

22 D. All observations of work performance of a teacher shall be conducted openly and  
23 with full knowledge of the teacher.  
24

25 E. Supervisors or instructional coaches may assist teachers at the principal's  
26 direction in the improvement of professional performance.  
27

#### 28 **4.3 EVALUATION PROCESS**

29 The principal, assistant principal, or vice principal shall evaluate each teacher using the  
30 processes outlined in the District approved Certified Evaluation Plan jointly designed by the  
31 Association and the school administration and approved by the Board. Each formal  
32 evaluation shall be preceded by an in-class observation of the teacher's performance and shall  
33 acknowledge evidence indicating the strengths of the teacher evaluated as well as his/her  
34 deficiencies.  
35  
36  
37  
38  
39

#### 40 **4.4 EVALUATION CONSULTATION**

41  
42 The evaluator shall hold a conference with the evaluated within five work days from the time  
43 of the observation. The determination of the teacher's individual domain ratings from the  
44 Framework for Teaching should be a collaborative effort based on evidence provided by both  
45 the teacher and evaluator as outlined in the Certified Evaluation Plan. Before the evaluator  
46 submits any evaluation ratings, the teacher shall have the right to upload any explanation as  
47 evidence to any domain ratings that are placed on the evaluation instrument. The teacher shall  
48 also have the right to attach any response to the printed and signed Summative evaluation.  
49

#### 50 **4.5 IMPROVEMENT OF PROFESSIONAL PERFORMANCE**

51  
52 The building principal shall provide any assistance that he/she deems necessary and  
53 reasonable to improve the professional performance of his/her staff. The employee may  
54 request that the evaluator demonstrate, or have demonstrated, improved techniques in  
55 deficient areas in the classroom setting. The association and its individual members agree to

1 work wholeheartedly in conjunction with the administration to provide programs for the  
 2 improvement of staff personnel and in-service training.

3  
 4 **4.6 RECOMMENDATION FOR RE-EMPLOYMENT OF NON-TENURED**  
 5 **TEACHERS**

6  
 7 On or before April 30 of each school year, the principal, assistant principal, or vice principal  
 8 shall complete a written evaluation report and make recommendation to the Superintendent for  
 9 re-employment for each non-tenured teacher.

10  
 11 **ARTICLE V**

12  
 13 **TERMINATION & NON-RENEWAL**

14  
 15  
 16 **5.1 TEACHER TERMINATION AND NON-RENEWAL OF EMPLOYMENT**

17  
 18 A. Termination of employment of tenured teachers shall be in accord with appropriate  
 19 Kentucky Revised Statutes 161.720 - 161.810 and this contract and shall be supported by  
 20 specific and detailed charges plus due process requirements as interpreted by the courts.

21  
 22 B. The Board and the Association agree that any reduction in the teaching staff shall be  
 23 consistent with and conform to Kentucky Revised Statutes 161.800.

24  
 25  
 26 **ARTICLE VI**

27  
 28 **BENEFITS**

29  
 30 **6.1 EXPERIENCE CREDIT**

31  
 32 A. *Teaching Experience*

33  
 34 The teacher shall be awarded full credit for validated teaching experience in Kentucky public  
 35 schools outside of the school district as provided for in the appropriate Kentucky Revised  
 36 Statutes 161.740 and credit for military service as provided for by Board Policy 03.1238.

37  
 38 B. *Credit for Military Service*

39  
 40 Certified personnel may not use military service prior to employment to increase teaching  
 41 experience. If an employee takes a military Leave of Absence during employment and returns to  
 42 work after completion of the Leave of Absence, employee is made "whole" in terms of teaching  
 43 experience and seniority as if the employee had never left.

44  
 45  
 46  
 47  
 48  
 49 C. *Verification of Rank, Experience, and Salary*  
 50

1 Within fifteen days of the start of the school year for returning employees, a copy of your  
 2 salary, rank, and experience, will be provided to the teacher/administrator. Any discrepancies  
 3 shall be reported in writing to the board of education office no later than September 15<sup>th</sup>.  
 4

5  
 6 **6.2 SALARY SCHEDULE**  
 7

8 The salary schedule shall be set forth in Appendix II, which is attached to and becomes a part  
 9 of this Agreement. The salary schedule shall be based on a 187 day school calendar as  
 10 negotiated by the Board and the Association. The salary schedule shall be renegotiated  
 11 annually or as mutually agreed upon.  
 12

13 **6.3 PAY PERIODS**  
 14

15 The normal pay periods for teachers shall be twenty-six (26) pay periods per year and shall  
 16 fall on alternate Fridays. Teachers may receive 2 (two) paychecks within five business days  
 17 after the last compensable day of the school year, and the remainder of the paychecks will be  
 18 available no later than ten (10) business days following the last compensable day of the school  
 19 year.  
 20

21 **6.4 SUPPLEMENTAL JOBS AND PAYROLL PROCEDURES**  
 22

23 A. A list of supplemental duties to which this provision is applicable shall be available  
 24 through the Department of Human Resources.  
 25

26 B. Supplemental pay shall be paid according to one of the following options:  
 27

- 28 (1) Supplemental pay may be added to the employee's salary and shall be paid  
 29 in the paycheck each pay period.  
 30  
 31 (2) Supplemental pay may be paid in one lump sum at the completion of the duty  
 32 and closest to one of the following three (3) extra-duty paydays.  
 33  
 34 (a) The last payday before Christmas;  
 35 (b) The last payday before spring break;  
 36 (c) The final payday of the school year.  
 37  
 38 (3) For each supplemental duty for which an employee is paid, he/she must  
 39 choose one option for payment to be in force for the entire contract period.  
 40

41 **6.5 REQUIRED MEETINGS**  
 42

43 A. Every effort shall be made by the building level administrators to schedule all  
 44 required meetings within the designated school day. Required meetings called by the building  
 45 level administrators outside the designated school day shall not exceed a total of two (2) hours  
 46 per month, and shall be limited to a maximum of one hour per meeting.  
 47

48 B. Teachers who are required to attend meetings called by non-building level  
 49 administrators shall, at the teacher's option, be financially compensated and/or receive the  
 50 appropriate amount of Professional Development for meetings held outside the regular school  
 51 day. The rate of compensation shall be established by the Superintendent and the Board of  
 52 Education; however, any decrease in the rate of compensation shall be mutually agreed upon  
 53 by the Association and the Superintendent.  
 54

1 C. Meetings called as a part of a teacher's additional responsibilities for which they are  
 2 compensated are exempt from the requirements contained in paragraph two of this article.  
 3 (e.g. Department Chair, Grade Level Chair, and Athletic Director's meetings).  
 4

5 **6.6 WORKER'S COMPENSATION**

6  
 7 Teachers who qualify shall be reimbursed for injury on the job at the rates determined by the  
 8 State Worker's Compensation Board.  
 9

10  
 11 **6.7 SICK LEAVE - RETIREMENT**

12  
 13 A teacher shall receive compensation for unused sick leave according to the following  
 14 formula: Number of sick days times the last yearly salary, divided by number of workdays  
 15 times .30. This amount will be paid to the teacher in a lump sum payment at the time all  
 16 checks are available, but no later than July 1. This settlement shall be added to the last annual  
 17 salary of the teacher and so reported to the Retirement Board. This policy shall become  
 18 effective July 1, 1981.  
 19

20 **6.8 SICK LEAVE - DEATH BENEFIT**

21  
 22 Upon the death of a teacher, unused sick leave compensation as computed in 6.7 shall be  
 23 awarded to the beneficiary as designated in KTRS documents.  
 24

25 **6.9 CERTIFIED EMPLOYEES' CHILDREN**

26  
 27 A. Certified employees shall have the option of enrolling their children in the District  
 28 school of their choice provided:  
 29

- 30 (1) The class size maximum in the District school of their choice is not  
 31 exceeded.
- 32 (2) The District of non-resident employees signs a contract to transfer ADA  
 33 funds.  
 34
- 35 (3) The employee provides transportation.  
 36
- 37 (4) A written request for school assignment is approved by the Director of Pupil  
 38 Personnel.  
 39
- 40 (5) The program in which the employee desires their child to participate is  
 41 available in the school.  
 42
- 43 (6) Approval is granted on a year-to-year basis.  
 44
- 45 (7) A cut-off date is established.  
 46
- 47 (8) An assignment of schools, once approved, must continue throughout the  
 48 year.  
 49  
 50

51 **ARTICLE VII**

52 **LEAVES**

53  
 54 **7.1 SICK LEAVE/PERSONAL LEAVE**  
 55

1 Each full time employed teacher shall be entitled to a minimum of one day of sick leave per  
 2 month or any fractional part of a school month in any current year, plus two additional days  
 3 designated as "Personal Leave."  
 4

5 A. Sick leave shall be accumulated without limit. Sick leave shall be interpreted as  
 6 defined by Kentucky Revised Statute 161.155 and by Board Policy 3.1232: 9 1/4 months = 10  
 7 days (+2 days); 10 1/4 months = 11 days (+2 days); 12 months = 12 days (+2 days).  
 8

9 B. A teacher shall present a signed personal affidavit or a certificate of a physician  
 10 stating that the teacher was ill, or that the teacher was absent for the purpose of attending to a  
 11 member of his or her immediate family who was ill. (It will not be necessary to indicate the  
 12 nature of the illness.) This is consistent with KRS 161.155.

13 C. Personal leave days may be accumulated up to four days, at which time unused  
 14 personal leave days in excess of four days shall become sick leave days. Accumulated  
 15 personal leave days remaining at retirement shall become sick leave days.  
 16

- 17 (1) Personal leave days may be used at the teacher's discretion; provided the  
 18 teacher notifies the principal one-day in advance that he/she will be absent.  
 19 No more than 10% of the teachers from each building may utilize personal  
 20 days on the same day, with no fewer than four personal days shall be granted  
 21 per building.  
 22

## 23 **7.2 VOLUNTARY SICK LEAVE BANK**

24  
 25 The purpose of the Voluntary Sick Leave Bank (hereafter referred to as the Bank) is to  
 26 provide sick leave to contributors to the Bank after their accumulated sick leave has been  
 27 exhausted - and more specifically to provide such leave from the Bank in event of prolonged  
 28 illness. The Bank rules and guidelines are as follows:  
 29

### 30 A. Voluntary Sick Bank Committee

- 31  
 32 (1) The Bank will be operated on a voluntary basis. A committee shall be  
 33 formed to administer the Bank and to provide the information whereby the  
 34 Business Office of the Boone County Schools Board of Education will keep  
 35 the records. The committee shall be empowered to adopt rules and  
 36 regulations and to make decisions required to administer the Sick Leave  
 37 Bank, as long as these rules, regulations, and decisions do not modify the  
 38 agreement herein. The committee will be titled the "Voluntary Sick Bank  
 39 Committee" (hereafter referred to as the SBC). The SBC shall be composed  
 40 of the following five (5) positions:  
 41  
 42 a. Superintendent of Schools or designee.  
 43  
 44 b. President of the Boone County Education Association or designee.  
 45  
 46 c. One (1) Boone County Administrator. The member is to be  
 47 appointed by the Superintendent.  
 48  
 49 d. Two (2) bargaining unit members. These members are to be  
 50 appointed by the Association President; one shall be for a one-year  
 51 term, the other for a two-year term.  
 52  
 53 e. An alternate to the appointed members from each side shall be  
 54 designated as needed.

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13
- (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 part, with one part going to the SBC, the other to the Payroll Dept., Central Office.

14 B. Effective Date

- 15  
16  
17  
18  
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22  
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34
- (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.
  - (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.

35 C. Membership

- 36  
37  
38  
39  
40  
41
- (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.

42 D. Guidelines

- 43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54
- (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.

- 1 Additional days will be requested by the SBC as required by Rule  
2 IV-4.  
3
- 4 d. If at any time the number of days in the Bank falls below fifty (50)  
5 days, each participant will be required to donate one (1) additional  
6 day of his or her accumulated sick leave to the Bank. If a member  
7 has used all of his or her sick leave, the additional day will be  
8 donated as soon as new sick leave is granted.  
9
- 10 e. All days, once donated to the Bank, become the property of the  
11 Bank. Unused days will be carried over to the next year.  
12
- 13 f. All requests to receive grants from the bank must be submitted, in  
14 writing, to the SBC on the prescribed form. The earliest that days  
15 will be granted shall be the date that form is received by the SBC.  
16
- 17 g. Any person submitting a request to use the Bank must have made  
18 his or her proper contribution and met all eligibility requirements.  
19 If a person is physically unable to submit the form, the form may  
20 be submitted by a proxy.  
21
- 22 h. A person will not be able to withdraw days from the Bank until his  
23 or her own accumulated sick leave and personal leave is depleted.  
24
- 25 i. Days granted from the Bank can only be used for serious accidents,  
26 catastrophic illness and illness requiring hospitalization.  
27
- 28 j. Written certification will be provided from a Sick Bank applicant's  
29 physician substantiating the illness upon application for use of Sick  
30 Bank days. Periodic medical reports may also be required. All  
31 expenses involved are the responsibility of the applicant.  
32
- 33 k. Employees may not engage in any gainful employment while on  
34 sick leave.  
35
- 36 l. All provisions herein shall apply to pregnancy related matters.  
37
- 38 m. Periodic reviews by the SBC of all bank use will be made. No use  
39 may extend more than fifteen (15) full or one-half working days  
40 without approval of the SBC. After these fifteen (15) days are  
41 used, reapplication may be made for up to an additional fifteen (15)  
42 days and in cases of terminal illness a third application may be  
43 submitted.  
44
- 45 n. Days will be granted as one-half (1/2) or full working days. Days  
46 granted will be reimbursed at a rate equal to the per diem rate of  
47 pay on the adopted salary schedule for the individual granted the  
48 days.  
49
- 50 o. Any employee eligible to file under the Worker's Compensation  
51 Law must do so before applying to the Sick Leave Bank. Days  
52 granted from the bank will be pro-rated to supplement the benefits  
53 received under Worker's Compensation in such a way as to "make  
54 whole" the employee's gross salary.  
55

- 1 p. If any employee uses all accumulated sick leave, has exhausted all  
 2 sick bank options, and is still unable to return to assigned duties,  
 3 the employee shall apply for unpaid extended disability leave in  
 4 accordance with Board policies. An employee need not exhaust all  
 5 sick leave credit in order to exercise the option of requesting to be  
 6 placed on extended disability leave in accordance with Board  
 7 policies.  
 8
- 9 q. The SBC will review and present to the Boone County Board of  
 10 Education Business Office approval or denial of all requests to  
 11 draw on the Bank within ten (10) working days after such request is  
 12 received by the committee. The Committee will also make its  
 13 decision known to the applicant within the same ten (10) day  
 14 period. In case of approval of application, sick leave pay will be  
 15 disbursed and deduction will be made from the Bank accordingly.  
 16
- 17 r. No committee members shall rule on any usage application of their  
 18 own or of a relative.  
 19
- 20 s. All bookkeeping should be done in the Central Office, with copies  
 21 supplied to the BCEA. The SBC may audit Central Office Sick  
 22 Bank records annually.  
 23
- 24 (2) The Central Office Finance Officer will notify BCEA, through its president,  
 25 of the number of days in the Sick Leave Bank by August 1 of each year.  
 26
- 27 E. Appeal Board  
 28
- 29 (1) An Appeal Board will be established, composed of the following five (5)  
 30 positions:  
 31
- 32 a. The Superintendent of the Boone County Board of Education or  
 33 designee.  
 34
- 35 b. The Association President or designee.  
 36
- 37 c. Three (3) members will be appointed - one (1) by the  
 38 Superintendent of Schools and two (2) by the Association  
 39 President.  
 40
- 41 d. No appointed member of the SBC may at the same time be a  
 42 member of the Appeal Board.  
 43
- 44 e. An alternate of the appointed members from each side shall be  
 45 designated as needed.  
 46
- 47 (2) The association president or designee will act as chairperson to the Appeal  
 48 Board.  
 49
- 50 (3) If a request for use of personal illness leave days is denied by the SBC, then  
 51 the applicant may appeal the committee's decision to the Appeal Board  
 52 within ten (10) working days after the denial. Any decision by the Appeal  
 53 Board must be by a majority vote. All decisions of the Appeal Board are  
 54 final and binding.  
 55

- 1 (4) No Appeal Board member shall rule on any usage application of their own  
 2 or of a relative.  
 3  
 4 (5) The Appeal Board will rule on any appeal within ten (10) working days after  
 5 receiving the appeal in writing.  
 6  
 7 (6) The Voluntary Sick Leave Bank is excluded from the Grievance Procedure  
 8 as outlined in the BCEA contract.  
 9

10 F. Members Agreement

- 11 (1) A member shall be required to furnish a medical report from a licensed  
 12 physician upon application for use of the Leave Bank. A member may also  
 13 be required to furnish a medical report from a licensed physician during the  
 14 time of use of the Sick Leave Bank. The medical report will be at the  
 15 member's expense. The SBC reserves the right, if necessary, to limit the  
 16 number of days granted.  
 17  
 18 (2) Sick Bank participants who have used days from the Bank will be required  
 19 to contribute one day to the Bank upon their next receipt of sick days.  
 20  
 21 (3) In consideration of the benefits of participating in the Bank, each applicant  
 22 for membership in the Bank shall, as a condition to such application, agree  
 23 in writing substantially as follows:  
 24

25  
 26 "I voluntarily acknowledge and agree that the granting of days from the Voluntary  
 27 Sick Leave Bank shall be at the sole discretion of the Sick Bank Committee or, in the  
 28 case of an appeal, the Appeal Board will be final and binding and not subject to  
 29 grievance. I further agree to abide by such decision and to indemnify and hold  
 30 harmless the Boone County Board of Education, its members, the Superintendent, the  
 31 Boone County Education Association, its members, the Sick Bank Committee, the  
 32 appeal and all of their agents, for any loss they may sustain as a result of any claim or  
 33 legal proceeding I may bring against any of them with respect to a decision made by  
 34 any of them concerning the application."  
 35

- 36 (4) When an employee donates days to the Bank, he or she agrees to the above  
 37 stated Rules for administration of the Bank and agrees to abide by the stated  
 38 Rules.  
 39  
 40  
 41  
 42

43 **7.3 JURY DUTY AND PAY**

44  
 45 Any teacher who serves on a jury in any duly constituted local, state, or federal court shall be  
 46 granted leave for such jury time with full compensation as jury pay for the period of his/her  
 47 actual service. Jury pay shall be less any expense pay received when so designated. Teachers  
 48 shall be encouraged to perform this civic duty. No teacher shall be unduly influenced or  
 49 harassed concerning his/her obligation to serve.  
 50

51  
 52  
 53 **7.4 POLITICAL LEAVE**

54 The teacher shall have the right to become a candidate for public office and to serve in such

1 elective office unless there is a specific legal prohibition. Upon written application, a leave of  
 2 absence without pay in order to run for or to serve in public office shall be considered by the  
 3 Board. Upon return from political leave, the teacher shall be restored to his/her former  
 4 contract status provided written notice of the teacher's intent to return is received by the Board  
 5 of Education by April 1.

6  
 7  
 8 **7.5 EMERGENCY AND/OR BEREAVEMENT LEAVE**

9  
 10 A. The teacher shall be granted three (3) days of emergency leave per year. An  
 11 emergency is defined as a sudden or unexpected occurrence that demands prompt action. This  
 12 is not to be interpreted as leave for personal business. To benefit from this provision, a  
 13 teacher must submit to the Superintendent's office a signed emergency leave card.  
 14 Emergency/beravement leave is not to be used as sick leave in accord with  
 15 Kentucky Revised Statutes 161.152.

16  
 17 B. The Superintendent or his designee shall grant emergency leave for the following  
 18 legitimate reasons, which shall include:

- 19  
 20 (1) Bereavement - Death of the following relatives: spouse, parents,  
 21 grandparents, grandchildren, siblings, children, aunts, uncles, nieces,  
 22 nephews, cousins, corresponding step and in-law relationships. In addition,  
 23 at the discretion of the Superintendent, leave may be granted for others not  
 24 specifically listed.  
 25  
 26 (2) Emergency situations resulting from natural disaster (tornado, flood, etc.) or  
 27 other damage to personal property requiring immediate attention or action.  
 28  
 29 (3) Personal disasters as determined by the Superintendent. This applies only in  
 30 cases not covered by sick leave.  
 31  
 32 (4) Official court appearances for which the employee is subpoenaed as  
 33 determined by the Superintendent. (A copy of the subpoena will be required  
 34 as documentation.)  
 35  
 36 (5) When such rare occurrences happen that a teacher has exhausted their (3)  
 37 emergency days, (3) sick days, (2) personal days and a death of an  
 38 immediate family member (spouse, child, parent) occurs, the Superintendent  
 39 may grant up to (1) additional personal day.

40  
 41 C. If a teacher believes he/she has been denied emergency leave unjustly, he/she may  
 42 appeal the decision to the Superintendent.  
 43

44 **7.6 DISABILITY LEAVE**

45  
 46 Teachers shall be granted, upon written request, a leave of absence without compensation not  
 47 to exceed two years for extended personal illness or other disability. Upon written request of  
 48 the teacher, this leave may be extended at the discretion of the Board. Upon return from such  
 49 leave the teacher shall resume the contract status in effect at the time the leave was granted. In  
 50 case the leave of absence is for reasons of personal illness, the employee shall be required to  
 51 have a health examination before returning to duty. By April 1, the teacher shall notify the  
 52 Board of Education of his/her intent to return.  
 53

54 **7.7 PROFESSIONAL LEAVE**

1 Upon written request in accord with the provisions of leaves of absence as defined in  
 2 Kentucky Revised Statues 161.770, a Board may grant a leave of absence for a period of not  
 3 more than two consecutive years without compensation for education or professional  
 4 purposes. All requests for professional leave shall be considered on an individual basis and  
 5 must be approved by the Board. Upon return from such leave the teacher shall resume the  
 6 contract status in effect at the time the leave was granted. Any employee who has been  
 7 granted a professional leave of absence must notify the Board by April 1 that he/she is  
 8 planning to return to the school system the following year.  
 9

#### 10 **7.8 ASSOCIATION LEAVE**

11  
 12 A. The Board agrees to grant 40 days of Association leave annually. The Board of  
 13 Education will pay 15 days of Association leave during legislative years when these days will  
 14 be used for the mutual benefit of the Board of Education and the Association, as approved by  
 15 the Superintendent. The Association agrees to reimburse the Board for an aggregate total of  
 16 days utilized by the Association independent of the Board's consent.  
 17

18 B. At the request of the Association, the Board agrees to grant the elected president of  
 19 the Association a paid leave of absence for the duration of his/her term. Following this leave,  
 20 the Association president will be returned to his/her original position and school, with no loss  
 21 of experience, seniority or retirement credit. The Association agrees to compensate the  
 22 district at a rate based on Rank II zero years of experience.  
 23

24 C. A leave of absence shall be granted a tenured faculty member for the purpose of  
 25 serving as an officer or staff member of a professional association, either local, state, or  
 26 national.  
 27

#### 28 **7.9 RETURN TO ORIGINAL JOB**

29  
 30 A. The Board will keep the teacher's assignment available with the following  
 31 qualifications:  
 32

- 33 (1) Upon return from a leave granted for one year, the teacher will, at his/her  
 34 request, return to his/her original job provided the original leave request for  
 35 one year stipulates the teacher's desire to return to his/her job.  
 36
- 37 (2) Upon return from a leave granted for two years, an elementary teacher will  
 38 be assigned to his/her original building, and a secondary teacher will be  
 39 assigned to his/her original subject assignment, provided the original second  
 40 year leave request stipulates this desire.  
 41

42 B. These stipulations will apply when:  
 43

- 44 (1) The teacher notifies the Board by April 1.  
 45
- 46 (2) Such position has not been eliminated during the teacher's absence for  
 47 reduction of staff.  
 48
- 49 (3) The teacher has requested such leave at least four weeks prior to the  
 50 anticipated date on which the leave is to commence.  
 51

#### 52 **7.10 SHORT-TERM LEAVE WITHOUT PAY**

53  
 54 If a teacher wishes to be absent from school, and the absence is not defined in the preceding  
 55 clauses, the teacher may be permitted leave without compensation provided he/she notifies the

1 building principal with approval of the Superintendent or designee at the earliest possible date  
2 of his/her intent to be absent.  
3  
4  
5

## 6 **ARTICLE VIII**

### 7 **GRIEVANCE PROCEDURE**

#### 8 **8.1 DEFINITIONS**

9 A. This grievance procedure hereby adopted by the Boone County Board of Education  
10 and the Boone County Education Association is designed to improve the opportunity for a  
11 teacher to initiate a grievance procedure.  
12

13 B. The purpose of the grievance procedure is to secure equitable solutions to the  
14 problems at the lowest possible administrative level. All documented claims presented by the  
15 grievance committee of the Association that there has been a violation; misrepresentation or  
16 misapplication of the terms of this Agreement, Board Policy, and/or public laws, shall  
17 constitute a grievance. The number of days indicated at each level of the procedure should be  
18 considered as maximum. All meetings should be held at times mutually agreeable; however,  
19 the time limits specified in this Article may be extended by mutual agreement of the parties.  
20 All time limits consist of school days except the following days that shall not be counted for  
21 the purpose of determining time limits referred to in this Agreement:  
22

- 23 (1) Any days designated as holidays; professional meeting days; national, state,  
24 or local disaster; or calamity days or mourning days.  
25
- 26 (2) Any days during the school term when school is closed. This Agreement is  
27 applicable to all members of the bargaining unit.  
28
- 29 (3) "Grievant" means the teacher(s) that are directly affected by the alleged  
30 violation and making the complaint. In cases where an alleged grievance  
31 affects two (2) or more teachers in a building, or two (2) or more teachers in  
32 the district, said grievance complaint shall be initiated at the Informal Level  
33 as provided herein. In the event that said alleged grievance directly affects  
34 two (2) or more employees in different buildings, any grievance complaint  
35 shall be initiated by the Association at Formal Level Two as provided  
36 herein. Grievances involving an administrator above the building level shall  
37 be filed by the Association at Level Two.  
38  
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42

#### 43 **8.2 GRIEVANCE FORMS**

44 The grievance forms utilized in this Agreement are as follows:  
45

##### 46 A. Communication of a Grievance-Initiation Form

- 47 (1) This form will be utilized to initiate a communication of grievance at the first  
48 level. It will contain the name of the teacher, title, home address, the teacher's  
49 work location, the date of the communication, a space for the teacher to draft  
50 his/her communication of grievance, and a space for the written response of the  
51 immediate supervisor. The Communication of Grievance - Initiation Form will  
52 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 to the principal or immediate supervisor for his/her disposition. The supervisor shall discuss with the teacher the nature of the grievance and any action that the supervisor believes should be taken to resolve the concern of the teacher. The supervisor shall provide a written response including rationale to the teacher and the Association no later than ten days after receipt of the teacher'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 teacher or Association may, within five (5) days after receiving the Level One decision, appeal the grievance to Level Two. 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

1 immediate supervisor involved. The Grievant shall submit the  
 2 written claim signed by him/her to the Superintendent.  
 3

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

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

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

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

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

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the issues raised during the grievance procedure will be considered at the pre-arbitration meeting.

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

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

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

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

LEVEL V: Within fifteen (15) days or the next regularly scheduled board meeting, whichever is later, of the receipt of the arbitrator's recommendation, the Board, by roll call vote, shall accept or reject the recommendation. The Association shall, in accord with the process set out in Article V of this Agreement, reserve the right to have a representative present and be on the agenda at this meeting and present the Association's position.

## **8.5 MISCELLANEOUS**

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

## **8.6 IDENTIFICATION OF PARTIES**

1. Teacher - A full time, certified employee of the Board who initiates a communication of grievance in accord with the provisions of this Agreement.

- 1           2.           Immediate Supervisor - The administrator or supervisor who is  
 2 immediately responsible for the teacher in a given building,  
 3 division, section or department of the Boone County School  
 4 District.  
 5           3.           Designated Administrator - The administrator above the teacher's  
 6 immediate supervisor, who has administrative responsibility for the  
 7 teacher and his or her immediate supervisor.  
 8           4.           Managerial/Supervisory Personnel - Personnel designated to act in  
 9 a management or supervisory capacity in a school in the school  
 10 district.  
 11           5.           Non-managerial/Non-supervisory Personnel - Personnel who are  
 12 not designated as managerial or supervisory employees.

13  
 14 **8.7       ASSOCIATION PARTICIPATION**

15  
 16 When a teacher is not a member of the Boone County Education Association, the Association  
 17 shall have the right to have its representative present to state its views at any stage of the  
 18 grievance procedure, except the informal level.  
 19

20 **8.8       NO REPRISAL CLAUSE**

21  
 22 No reprisal shall be taken by the Board or the administration against any teacher because of  
 23 the teacher's participation in a grievance.  
 24

25 **8.9       FILING OF MATERIALS**

26  
 27 All records related to a grievance shall be filed and maintained by the Superintendent  
 28 separately from the personnel files of the teachers and shall be confidential. Neither the  
 29 teacher, the Association, the Board or any agent of the Board, shall make future use of these  
 30 records for any purpose or in any manner which would be in any way harmful or damaging to  
 31 the professional reputation or character of the teacher, except where any such material or  
 32 records are necessary to the function of routine school matters. If legal action is filed by the  
 33 teacher against the Board or by the Board against the teacher, these records may be used.  
 34

35 **8.10      GRIEVANCE WITHDRAWAL**

36  
 37 A grievance may be withdrawn at any level with or without prejudice at the option of the  
 38 Association.  
 39

40 **8.11      RELEASED TIME**

41  
 42 Should the investigation or processing of any grievance require that an employee and/or an  
 43 Association representative be released from their regular assignment, the employee and/or  
 44 Association representative shall be released without loss of pay or benefits.  
 45  
 46  
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 49

50 **8.12      RECORDING PROCEDURE**

51  
 52 Any recording of a meeting grievance procedure shall be with the full knowledge of all the  
 53 parties involved with the meeting. The party recording the meeting shall make available, upon  
 54 request, copies of the recording to the other parties.  
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4 **ARTICLE IX**  
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8 **NEGOTIATIONS PROCEDURE**  
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10  
11 **9.1 REPRESENTATIVES**  
12

13 The parties agree that their duly designated representative shall negotiate in good faith with  
14 respect to the terms of this Agreement. Each party shall select its own representatives.  
15

16 **9.2 POWER TO NEGOTIATE**  
17

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

23 **9.3 COMMENCEMENT OF NEGOTIATIONS**  
24

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

30 **9.4 SUBSEQUENT MEETINGS**  
31

32 The date, time, place, and the agenda of the next meeting shall be established before the  
33 adjournment of any meeting.  
34

35 **9.5 CLOSED SESSIONS**  
36

37 All negotiation sessions shall be closed to the public. Members of the Association shall, at the  
38 option of the Association, have the right to observe negotiation sessions.  
39

40 **9.6 CONTRACT MODIFICATIONS**  
41

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

46 **9.7 IMPASSE**  
47

48 If agreement is not reached either party may declare to the other in writing that an impasse  
49 exists and call for mediation and fact-finding.  
50

51 **9.8 MEDIATION**  
52

53 When an impasse has been declared, the Federal Mediation and Conciliation Service (FMCS)  
54 or other mutually agreed upon sources shall be requested by the parties to appoint a mediator

1 from its staff. The mediator shall meet, as soon as possible, with the parties or their  
 2 representative or both, either jointly or separately, and shall take such steps, as the mediator  
 3 deems appropriate to persuade the parties to resolve their differences and affect a mutually  
 4 acceptable agreement. It is understood that this mediation is of an advisory nature.

5  
 6 **9.9 FACT FINDING**

7  
 8 If either party feels that mediation is not productive, it can notify the other party in writing of  
 9 the intent to take the issues in dispute to fact finding. The parties shall contact FMCS for the  
 10 appointment of a fact finder. The fact finder shall be different from the mediator previously  
 11 appointed. The fact finder shall conduct hearings as soon as possible upon notification of the  
 12 dispute. The fact finder shall issue his/her report within 14 days after the conclusion of the  
 13 hearing. Both parties shall meet and accept or reject the fact finder's report. Both parties  
 14 shall bear the expenses of their presentation and shall equally pay for the charges incurred by  
 15 the fact finder.

16  
 17 **9.10 FINAL APPROVAL**

18  
 19 When the Association and the Board reach tentative agreement on all matters being  
 20 negotiated, the items will be produced in writing and shall be submitted to the membership of  
 21 the Association for ratification and to the Board for official approval.  
 22

23  
 24 **ARTICLE X**

25  
 26  
 27 **ADMINISTRATIVE EVALUATION AND APPOINTMENT**

28  
 29 **10.1 PROCEDURE AND INSTRUMENT DEVELOPMENT**

30  
 31 A teacher - administrator committee shall be appointed for the purpose of developing a  
 32 procedure and an instrument for the surveying of the school culture and climate. The  
 33 committee shall be composed of three (3) administrators appointed by the Administrators  
 34 Association, three (3) teachers appointed by BCEA, and one (1) district representative  
 35 appointed by the Superintendent. The appointment shall reflect a cross section of grade levels  
 36 within the district.

37  
 38 **10.2 BASIC CONCEPTS**

- 39  
 40 A. The procedures and instrument shall reflect the following concepts:  
 41  
 42 (3) All administrators and supervisory personnel shall annually receive  
 43 feedback on the culture and climate of the school including leadership,  
 44 teacher support, focus on student achievement, and organizational  
 45 management.  
 46  
 47 a. by the faculty at each school in which they work; or  
 48  
 49 b. by the faculty members with which they are associated.  
 50  
 51 B. The compiled survey results for each school shall be provided to the Principal and  
 52 Superintendent. The survey will be used only for improvement of the school culture  
 53 and climate. The data may be considered as part of the needs assessment when  
 54 revising or rewriting the School Improvement Plan (SIP). The results may be used

1 for school improvement purposes but shall not be used as the basis for individual  
 2 performance evaluations for any member of the faculty, staff, or administration at any  
 3 school.

4  
 5 **10.3 NEW SUPERINTENDENT**

6  
 7 In the event of the hiring of a new Superintendent, the Association's designated  
 8 representatives shall be included in the interview processes and make recommendations before  
 9 hiring of said Superintendent.

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 13 **ARTICLE XI**

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 15 **PROFESSIONAL DEVELOPMENT**

16  
 17  
 18 **11.1 ALTERNATIVE PROFESSIONAL DEVELOPMENT DAYS**

19  
 20 Teachers attending educational workshops, seminars, visitations, and conferences outside the  
 21 normal school day shall be given the option to substitute the time in attendance for up to two  
 22 (2) in service (PD) days with approval of principal.

23  
 24 **11.2 PROFESSIONAL CONFERENCES**

25  
 26 The SBDM Councils shall pay for substitute teachers for teachers who attend professional  
 27 conferences. Teachers shall be reimbursed for transportation, registration or fees, meals, tolls,  
 28 tips, lodging, if necessary, etc. Expenses for academic conferences shall have priority over  
 29 extra-curricular area conferences. All conferences are subject to the prior approval of the  
 30 Superintendent and/or his designee. Teachers who are denied the opportunity to attend a  
 31 conference shall receive an explanation in writing detailing the reasons for the denial.  
 32 Requests to attend conferences shall not be denied for arbitrary and capricious reasons and  
 33 denials are subject to the grievance procedure.

34  
 35  
 36 **ARTICLE XII**

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 38  
 39 **EMERGENCY SCHOOL CLOSINGS**

40  
 41 **12.1 NOTIFICATION PROCEDURE**

42  
 43 When an emergency confronts the schools, notification of the non-opening of school will be  
 44 released for broadcast over the designated radio stations by 6:00 A.M. except when the  
 45 emergency occurs after 6:00 A.M.

46  
 47  
 48 **12.2 SCHOOL CLOSING: LEAVE DAYS**

49  
 50 When the schools or school offices are officially closed, no leave previously arranged by a  
 51 teacher will be deducted.

52  
 53  
 54 **12.3 INCLEMENT WEATHER: LOSS OF PAY**

1  
2 Teachers who are unable to report for work as scheduled because of inclement weather shall  
3 not be charged with loss of pay because of such failure to report, provided that the teacher has  
4 made every effort to report, has reported as soon as possible after the weather conditions have  
5 abated, and has notified his/her immediate supervisor. This absence can be charged to  
6 emergency leave.  
7

8 **12.4 BOMB THREAT: PROCEDURE**  
9

10 In all cases where a school official is notified of a bomb threat, the school administration will  
11 assess the situation regarding safety of students and staff and make a determination on the  
12 need for evacuation. No teacher shall be required by school personnel to search for the bomb.  
13 The teachers shall be responsible for students while on school property.  
14

15 **12.5 OFFICIAL DECISION**  
16

17 An official having the power to make the decision discussed in Article 12.1 through 12.4 shall  
18 be available at all times.  
19

20 **ARTICLE XIII**  
21  
22

23 **EFFECT OF AGREEMENT**  
24  
25

26 **13.1 COMPLETE UNDERSTANDINGS**  
27

28 The terms and conditions set forth in this Agreement represent the full and complete  
29 understandings between the parties. The terms and conditions may be modified only through  
30 the written mutual consent of the parties. It is understood that there will be no further  
31 negotiation on any item listed in this Agreement for the duration of this Agreement.  
32

33 **13.2 INDIVIDUAL CONTRACT**  
34

35 The terms and conditions of this Agreement shall affect the individual contracts of all certified  
36 employees as identified in Item 1.1 of this Agreement.  
37

38 **13.3 SAVINGS CLAUSE**  
39

40 Should any article, section or clause of this Agreement be declared illegal by a court of  
41 competent jurisdiction, then that article, section or clause shall be deleted from this Agreement  
42 to the extent that it violates the law. The remaining articles, sections and clauses shall remain  
43 in full force and effect.  
44

45 **13.4 TERMS OF AGREEMENT**  
46

47 The terms of the Agreement shall supersede rules, regulations or practices of either party,  
48 which may be contrary or inconsistent with the terms of this Agreement.  
49

50 **13.5 LENGTH OF AGREEMENT**  
51

52 The terms of this Agreement shall remain in full force and effect from the date of ratification  
53 and acceptance by the Board and Association through June 30, 2015.  
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55 **13.6 NEGOTIATION OF A NEW CONTRACT**

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In March, prior to the expiration of this contract, both parties shall begin negotiation on a new contract, and this contract will remain in effect until a new one is negotiated.

BONNIE RICKERT, CHAIRPERSON  
BOONE COUNTY SCHOOLS  
  
THOMAS HADDOCK, PRESIDENT  
BOONE COUNTY EDUCATION ASSOCIATION  
  
DR. RANDY POE SUPERINTENDENT  
BOONE COUNTY SCHOOLS

Last Updated on June 15, 2015 – last negotiation meeting May 28, 2015