

**BCEA/BOE Contract Negotiations
Boone County Schools
2019 Article Revisions Agreement**

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. **The employee shall be notified of the right to representation and the right to dispute.**

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

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

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

PROPOSED

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:

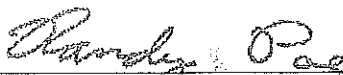
- (1) The employee has had the opportunity to have foreknowledge of the possible or probable disciplinary consequences of the conduct or performance.
- (2) The policy or rule is reasonably related to the orderly, efficient and safe operation of the schools.
- (3) Before disciplining or terminating the 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.

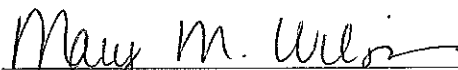
B. Discipline shall be progressive. "Progressive discipline" as used here shall mean a graduated use of increasingly more severe forms of discipline in response to each successive infraction. The facts and circumstance of each individual case will determine proper and appropriate disciplinary action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

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

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

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


Boone County Board of Education Representative


BCEA Representative

**BCEA/BOE Contract Negotiations
Boone County Schools
2019 Article Revisions Agreement**

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 **Board of Education** or its agents must comply with the following:

PROPOSED

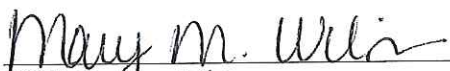
ARTICLE II

TEACHER AND ASSOCIATION RIGHTS

2.1 TEACHER DISCIPLINE

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


Boone County Board of Education Representative


BCEA Representative

**BCEA/BOE Contract Negotiations
Boone County Schools
2019 Article Revisions Agreement**

ARTICLE II

TEACHER AND ASSOCIATION RIGHTS

2.12 SUPERINTENDENT/ASSOCIATION PRESIDENT MEETINGS

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

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

PROPOSED


ARTICLE II

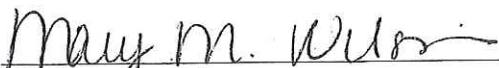
TEACHER AND ASSOCIATION RIGHTS

2.12 SUPERINTENDENT/ASSOCIATION PRESIDENT MEETINGS

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

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


Boone County Board of Education Representative


BCEA Representative

**BCEA/BOE Contract Negotiations
Boone County Schools
2019 Article Revisions Agreement**

ARTICLE II

TEACHER AND ASSOCIATION RIGHTS

2.16 COMMITTEES

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

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

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

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

PROPOSED

ARTICLE II

TEACHER AND ASSOCIATION RIGHTS


2.16 COMMITTEES

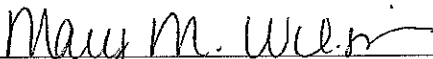
A. If system-wide committees are utilized, the Association and appropriate administrative personnel shall jointly appoint all system-wide committees that will affect curriculum, instruction and/or the professional development of teachers and students within the school district.

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

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

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


Boone County Board of Education Representative


BCEA Representative

**BCEA/BOE Contract Negotiations
Boone County Schools
2019 Article Revisions Agreement**

ARTICLE II

TEACHER AND ASSOCIATION RIGHTS

2.16 COMMITTEES

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

PROPOSED

ARTICLE II

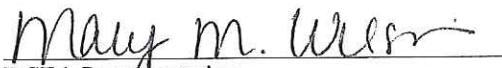
TEACHER AND ASSOCIATION RIGHTS

2.17 COMMITTEES

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



Boone County Board of Education Representative


BCEA Representative

**BCEA/BOE Contract Negotiations
Boone County Schools
2019 Article Revisions Agreement**

ARTICLE II

TEACHER AND ASSOCIATION RIGHTS

2.17 ASSOCIATION AND ADMINISTRATION MEETINGS

- A. The Superintendent and Association president shall meet at least once per month to discuss problems and concerns.
- B. The building principal shall meet with Association representatives at the request of either party to discuss problems and/or concerns.
- C. If requested, the designated representatives of the Association shall be part of the agenda for faculty meetings to discuss items of concern with the faculty.
- D. BCEA Executive Council meetings will be held on the third Tuesday of each month at 4:15 pm. BCEA Building Representative meetings will be held the fourth Tuesday of each month at 4:15 pm. All attempts will be made for no other district meetings to be held on these dates and times.


PROPOSED

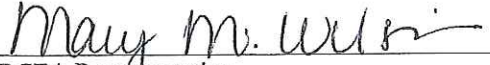
ARTICLE II

TEACHER AND ASSOCIATION RIGHTS

2.17 ASSOCIATION AND ADMINISTRATION MEETINGS

- A. The Superintendent and Association president shall meet at least once per month to discuss problems and concerns.
- B. The building principal shall meet with Association representatives at the request of either party to discuss problems and/or concerns.
- C. If requested, the designated representatives of the Association shall be part of the agenda for faculty meetings to discuss items of concern with the faculty.
- D. BCEA Executive Council meetings will be held on the third Tuesday of each month at 4:15 pm. BCEA Building Representative meetings will be held the fourth Tuesday of each month at 4:15 pm. All attempts will be made for no other district meetings to be held on these dates and times.


Boone County Board of Education Representative


BCEA Representative

**BCEA/BOE Contract Negotiations
Boone County Schools
2019 Article Revisions Agreement**

ARTICLE II

TEACHER AND ASSOCIATION RIGHTS

2.2 NON-DISCRIMINATION

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

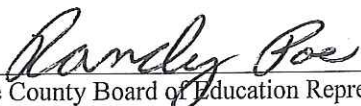
PROPOSED

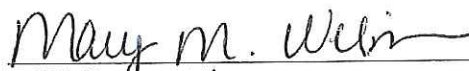
ARTICLE II

TEACHER AND ASSOCIATION RIGHTS

2.2 NON-DISCRIMINATION

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


Boone County Board of Education Representative


BCEA Representative

**BCEA/BOE Contract Negotiations
Boone County Schools
2019 Article Revisions Agreement**

ARTICLE II

TEACHER AND ASSOCIATION RIGHTS

2.4 PERSONNEL FILE

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

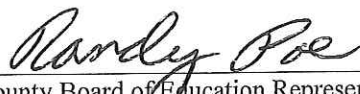
PROPOSED

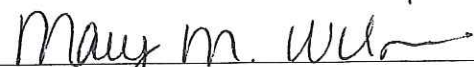
ARTICLE II

TEACHER AND ASSOCIATION RIGHTS

2.4 PERSONNEL FILE

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


Boone County Board of Education Representative


BCEA Representative

**BCEA/BOE Contract Negotiations
Boone County Schools
2019 Article Revisions Agreement**

ARTICLE II

TEACHER AND ASSOCIATION RIGHTS

2.4 PERSONNEL FILE

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

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

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

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

PROPOSED

ARTICLE II

TEACHER AND ASSOCIATION RIGHTS

2.4 PERSONNEL FILE

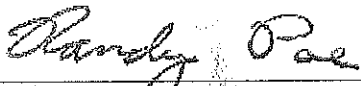
A. Upon receipt of a signed request by the teacher, that teacher shall be permitted to inspect the contents of the District's personnel file relating to him/her. A representative from the Association may, at the teacher's request, accompany the teacher in this review. The custodian of the records or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

B. Each teacher's personnel file should contain the following minimum items of information: copies of annual contracts, teacher certificates, transcript of academic records, continuing contract. No evaluation, correspondence, or other material making derogatory reference to a teacher's competence, character, or manner shall be kept or placed on

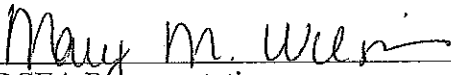
file without the teacher's knowledge and opportunity to attach his/her comments. An employee shall have the right to file an answer to any derogatory material which is included in that employee's personnel file, and such answer shall be attached to the file copy. An employee who alleges that information in that employee's personnel file is false, misleading, or detrimental shall have the right to file a grievance at Level II of the Grievance Procedure for the purpose of having such information corrected or removed.

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

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



Boone County Board of Education Representative



BCEA Representative

**BCEA/BOE Contract Negotiations
Boone County Schools
2019 Article Revisions Agreement**

ARTICLE II

TEACHER AND ASSOCIATION RIGHTS

2.7 DUES DEDUCTION

A. The Board shall deduct from each teacher's pay the current dues of the Association provided that the Board has an annual employee-executed authorization form for continuing dues deduction, the amounts of which shall be annually certified in writing by the Association or its designee to the Board. ~~A teacher may revoke the annually executed authorization for dues deduction by notifying the Board in writing prior to September 15th of any school year.~~ Upon receipt of any notification revoking authorization for dues deduction, the Board shall notify the Association President in writing.

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

PROPOSED

ARTICLE II


TEACHER AND ASSOCIATION RIGHTS

2.7 DUES DEDUCTION

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

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


Boone County Board of Education Representative


BCEA Representative

**BCEA/BOE Contract Negotiations
Boone County Schools
2019 Article Revisions Agreement**

ARTICLE III

EMPLOYMENT CONDITIONS

3.1 WORK ENVIRONMENT

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

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

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

- ~~1. Right to immediate removal of a student for assault or threats~~
- ~~2. Require plan of re-acclimation for student who have been removed from a class~~
- ~~3. Right to assistance with classroom management: full administrative support~~
- ~~4. Requirement of an administrator to be present in the building~~
- ~~5. Requirement and guidelines for reporting of an assault~~
- ~~6. Student adjustment: Guidelines on factors such as intervention, referral, and provision of make-up work, grade adjustment (not changed after being entered by the teacher)~~

PROPOSED

ARTICLE III


EMPLOYMENT CONDITIONS

3.1 WORK ENVIRONMENT

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

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

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


Boone County Board of Education Representative


BCEA Representative

**BCEA/BOE Contract Negotiations
Boone County Schools
2019 Article Revisions Agreement
May 20, 2019**

ARTICLE III

EMPLOYMENT CONDITIONS

3.2 SCHOOL CALENDAR

A. Professional Days (P) shall be used as follows:

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

PROPOSED

ARTICLE III

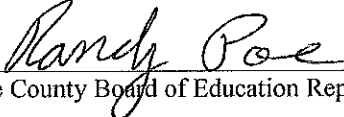
EMPLOYMENT CONDITIONS

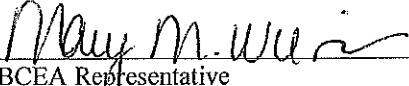
3.2 SCHOOL CALENDAR

B. Professional Days (P) shall be used as follows:

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

2. Opening and closing days of school shall be spent in the individual schools. Time used for organization and orientation shall not exceed 1/2 day.
3. *One of the professional (P) days may be used for analysis of student writing products based on state writing requirements.
4. *Remaining professional (P) days may be used as determined by a 2/3 vote of the certified staff for activities from the following options:
 - a. Parent/Student Involvement
 - b. Professional Development
5. Changes to the start/end of the day for District-wide professional (P) days will be announced to all schools one month prior to the proposed date.


Boone County Board of Education Representative


BCEA Representative

Date: _____

**BCEA/BOE Contract Negotiations
Boone County Schools
2019 Article Revisions Agreement
May 20, 2019**

ARTICLE III

EMPLOYMENT CONDITIONS

3.3 TEACHER WORK DAY, HOURS, WAIVERS AND PLANNING PERIODS

C. Planning Periods

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

Professional Learning Communities (PLC's) can be required no more than six (6) times per month during planning time. Every other PLC agenda may be developed in collaboration between the teacher member of the PLC and the building Principal/designee. The other PLC meetings will be developed by the teacher members of the PLC.

PROPOSED

ARTICLE III

EMPLOYMENT CONDITIONS

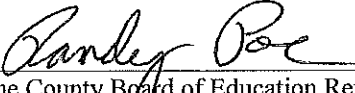
3.3 TEACHER WORK DAY, HOURS, WAIVERS AND PLANNING PERIODS

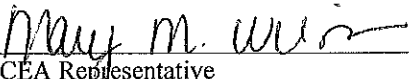
C. Planning Periods

- (2) *A preparation period, the duration of one regular class period, shall be provided each certified employee at the middle, junior, and senior high level. This planning period shall be fifty-five (55)

consecutive minutes unless otherwise agreed to by a two-thirds (2/3) majority vote of the certified employees assigned to the building. Such vote shall be taken by secret ballot annually after prior notification of at least seven (7) working days to the Association and the Board of Education. At the elementary level, a planning period consisting of at least 45 minutes divided into no more than 2 segments will be provided. An effort will be made to provide, if possible, the entire plan time in 1 block. A change in the length of planning period must be agreed to by the Association and the Board of Education.

Professional Learning Communities (PLC's) can be required no more than six (6) times per month during planning time. Every other PLC agenda may be developed in collaboration between the teacher member of the PLC and the building Principal/designee. The other PLC meetings will be developed by the teacher members of the PLC.


Boone County Board of Education Representative


BCEA Representative

Date: _____

**BCEA/BOE Contract Negotiations
Boone County Schools
2019 Article Revisions Agreement
May 29, 2019**

ARTICLE III

EMPLOYMENT CONDITIONS

3.3 TEACHER WORK DAY, HOURS, WAIVERS AND PLANNING PERIODS

C. Planning Periods

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

Professional Learning Communities (PLC's) or planning period agendas can be required no more than six (6) times per month during planning time. Every other PLC agenda, or planning period agenda, may be developed in collaboration between the teacher member of the PLC and the building Principal/designee. The other PLC meetings, or planning period agendas, will be developed by the teacher members of the PLC.

PROPOSED

ARTICLE III

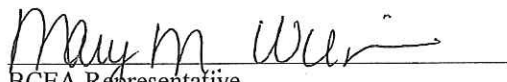
EMPLOYMENT CONDITIONS

3.3 TEACHER WORK DAY, HOURS, WAIVERS AND PLANNING PERIODS

C. Planning Periods

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


Boone County Board of Education Representative


BCEA Representative

Date: May 29, 2019

**BCEA/BOE Contract Negotiations
Boone County Schools
2019 Article Revisions Agreement
May 20, 2019**

ARTICLE III

EMPLOYMENT CONDITIONS

3.3 TEACHER WORK DAY, HOURS, WAIVERS AND PLANNING PERIODS

A. Hours

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

PROPOSED


ARTICLE III

EMPLOYMENT CONDITIONS

3.4 TEACHER WORK DAY, HOURS, WAIVERS AND PLANNING PERIODS

A. Hours

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


Boone County Board of Education Representative


BCEA Representative

Date: _____

**BCEA/BOE Contract Negotiations
Boone County Schools
2019 Article Revisions Agreement**

ARTICLE III

EMPLOYMENT CONDITIONS

3.3 TEACHER WORK DAY, HOURS, WAIVERS AND PLANNING PERIODS

C. Planning Periods

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

3.4 TEACHING LOAD

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

PROPOSED

ARTICLE III

EMPLOYMENT CONDITIONS

3.3 TEACHER WORK DAY, HOURS, WAIVERS AND PLANNING PERIODS

C. Planning Periods

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

**BCEA/BOE Contract Negotiations
Boone County Schools
2019 Article Revisions Agreement
May 24, 2019 Revised Wording**

PROPOSED

ARTICLE III

EMPLOYMENT CONDITIONS

3.31 Enhanced School Support Stipends

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

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

December 30th - \$1000.00

June 30th - \$1000.00

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

PROPOSED

ARTICLE III

EMPLOYMENT CONDITIONS

3.31 Enhanced School Support Stipends


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

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

December 30th - \$1000.00

June 30th - \$1000.00

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

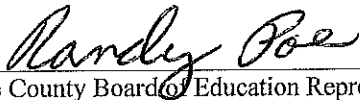

Boone County Board of Education Representative


BCEA Representative

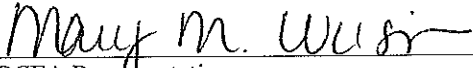
Date: 5-24-19

3.4 TEACHING LOAD

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



Boone County Board of Education Representative



BCEA Representative

**BCEA/BOE Contract Negotiations
Boone County Schools
2019 Article Revisions Agreement**

ARTICLE III

EMPLOYMENT CONDITIONS

3.9 INVOLUNTARY TRANSFERS

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 **at the school from which s/he was involuntarily transferred** for a period of three (3) school years from the date of the involuntary transfer. (Teachers involuntarily transferred will retain priority consideration, indefinitely, for return to their original position unless they are removed from the list due to one of the reasons listed below.) Seniority, as defined in Section 3.8E, will determine the order in which persons with the same certification will be considered for a position. If an employee declines consideration for a specific position, which position will not be offered to them again. Persons will be removed from the involuntary transfer list if they:

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

(4) Were reassigned as a result of a Tier-2 or Tier 3 designation.

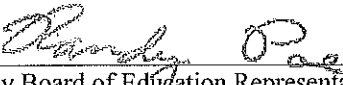
PROPOSED

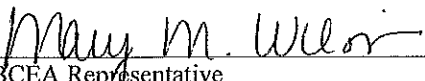
B. No involuntary transfer shall be made arbitrarily. Any teacher affected by an involuntary transfer shall be notified immediately and shall be released by the Superintendent from his/her contract if he/she so requests. Any teacher transferred involuntarily shall receive priority consideration for future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

- (1) They accept another transfer;
- (2) They refuse to transfer back to the position from which they were involuntarily transferred.
- (3) Three (3) school years have passed since the date of the involuntary transfer. (Priority consideration for return to the original position will be retained

indefinitely unless either number 1 or 2 above have occurred.)

- (4) Were reassigned as a result of a Tier 3 designation.


Boone County Board of Education Representative


BCEA Representative

BCEA/BOE Contract Negotiations
Boone County Schools
2019 Article Revisions Agreement

ARTICLE III

EMPLOYMENT CONDITIONS

3.8 VOLUNTARY TRANSFERS

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 **electronically** file a transfer request. ~~Transfers received shall be given equal consideration with those currently on file for that position.~~

PROPOSED

EMPLOYMENT CONDITIONS

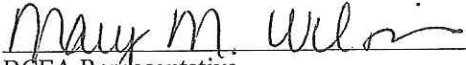
3.8 VOLUNTARY TRANSFERS

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 electronically file a transfer request.


Boone County Board of Education Representative


BCEA Representative

**BCEA/BOE Contract Negotiations
Boone County Schools
2019 Article Revisions Agreement**

ARTICLE III

EMPLOYMENT CONDITIONS

3.8 VOLUNTARY TRANSFERS

D. Application for Transfer

All certified personnel may participate in the transfer process. **An electronic transfer request must be filed for each position for which the teacher wishes to be considered. Requests filed after the internal transfer deadline date will be considered with all other applications.** 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 **the job to which it is submitted. Employees will need to fill out a new transfer request for other vacancies that occur.** ~~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.

PROPOSED

ARTICLE III

EMPLOYMENT CONDITIONS

3.8 VOLUNTARY TRANSFERS

D. Application for Transfer

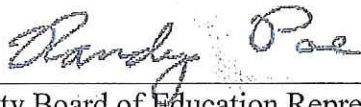
All certified personnel may participate in the transfer process. An electronic transfer request must be filed for each position for which the teacher wishes to be considered. Requests filed after the internal transfer deadline date will be considered with all other applications. Consideration for transfer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

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

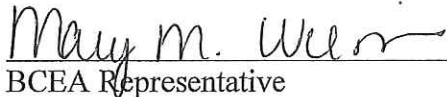
A transfer request is only valid for the job to which it is submitted. Employees will need to fill out a new transfer request for other vacancies that occur.

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) A teacher declines the specific position to which the transfer was requested.



Boone County Board of Education Representative



BCEA Representative

**BCEA/BOE Contract Negotiations
Boone County Schools
2019 Article Revisions Agreement**

ARTICLE III

EMPLOYMENT CONDITIONS

3.8 VOLUNTARY TRANSFERS

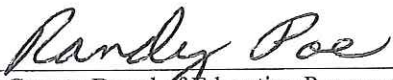
E. Transfer Process

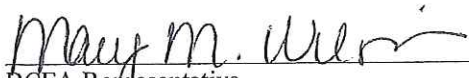
Transfers will be granted and positions staffed from the transfer requests according to program needs, certification, and district seniority. Following the ten (10) day posting period, transfer applicants will be interviewed by the principal and SBDM appointed committee members (where applicable), with district seniority used to determine the order of contact. **Transfer applicants must maintain current contact information with Human Resources. The principal/designee shall make every attempt to contact transfer applicants for interviews. A minimum of four contact attempts will be made over two calendar days. There shall be one AM and one PM attempt, with a minimum of four hours of separation between attempts. When the transfer applicant cannot be contacted during this time s/he shall be passed over in favor of the next eligible person.** 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.

PROPOSED

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. Transfer applicants must maintain current contact information with Human Resources. The principal/designee shall make every attempt to contact transfer applicants for interviews. A minimum of four contact attempts will be made over two calendar days. There shall be one AM and one PM attempt, with a minimum of four hours of separation between attempts. When the transfer applicant cannot be contacted during this time s/he shall be passed over in favor of the next eligible person. 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.


Boone County Board of Education Representative


BCEA Representative

**BCEA/BOE Contract Negotiations
Boone County Schools
2019 Article Revisions Agreement**

ARTICLE III

EMPLOYMENT CONDITIONS

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

PROPOSED


ARTICLE III

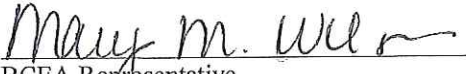
EMPLOYMENT CONDITIONS

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


Boone County Board of Education Representative


BCEA Representative

**BCEA/BOE Contract Negotiations
Boone County Schools
2019 Article Revisions Agreement**

ARTICLE III

EMPLOYMENT CONDITIONS

3.17 MATERIALS AND FACILITIES

- A. The parties recognize that optimum school facilities for both students and employees are desirable to enhance a high quality of education. Appropriate texts, library reference materials, maps and globes, laboratory equipment, audio-visual equipment, art supplies, physical education equipment, current periodicals, lesson plan books, standard tests and questionnaires, and similar materials are the tools of the teaching profession.
- B. Upon the request of employees, principals shall install drink and snack vending machines in the lounges or other suitable locations.
- C. All schools shall receive adequate funding, with review, for instructional supplies for each year that this contract is in effect.
- D. The Employer **Board of Education** will make every reasonable effort to provide for employees:
- (1) Lockable desk and storage space where applicable;
 - (2) A system whereby employees can effectively and expeditiously communicate with the school office in the event of an emergency; and
 - (3) ~~*Television receivers~~ **Appropriate technology** for supplementary instructional purposes.
- E. Employees shall be provided with materials and facilities for lesson preparations and other assigned duties. The Employer shall provide for employees the following:
- (1) Custodial care and maintenance;
 - (2) Restoration of teaching areas damaged by vandalism or other causes.
 - (3) *Access to duplicating services for the preparation of instructional materials;
 - (4) ~~*Chalk boards~~ **Dry erase boards** and bulletin boards where applicable;
 - (5) *Curriculum guides, and desk copies of textbooks and workbooks required for classes, **and any other technology** which will remain the property of the **Board of Education** and shall be returned; however, desk copies of state-adopted textbooks shall be in the form of teaching manuals;
 - (6) *Classrooms or workspace as defined and approved according to State regulations;
 - (7) *Record books, lesson plan books, paper supplies, chalk, **dry erase markers**, erasers and other such supplies and materials required by the employer in daily teaching responsibilities, including materials for art, music, and physical education in the elementary schools.
- F. *Employees shall be provided an opportunity to request budget expenditures for instructional materials and supplies.
- G. *The principals or school heads shall meet with the employee(s) to discuss the school budget. Copies of the budgets for individual schools and departments shall be given to the employees of the school and department.

H. *All employees shall know the amount of money budgeted for their classrooms at the beginning of the school year.

I. ~~*Principals or school heads will designate a smoking area. (BOE Item to strike out)~~

I. Items received through a conference paid for by the district, or district grant, will remain in the school under which the teacher was working when they attended the conference or received the grant.

PROPOSED

Page 16 & 17

ARTICLE III

EMPLOYMENT CONDITIONS

3.17 MATERIALS AND FACILITIES

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

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

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

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

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

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

- (1) Custodial care and maintenance;
- (2) Restoration of teaching areas damaged by vandalism or other causes.
- (3) *Access to duplicating services for the preparation of instructional materials;
- (4) *Dry erase boards and bulletin boards where applicable;
- (5) *Curriculum guides, and desk copies of textbooks and workbooks required for classes, and any other technology which will remain the property of the Board of Education and shall be returned; however, desk copies of state-adopted textbooks shall be in the form of teaching manuals;
- (6) (6)*Classrooms or workspace as defined and approved according to State regulations;


- (7) *Record books, lesson plan books, paper supplies, dry erase markers, erasers and other such supplies and materials required by the employer in daily teaching responsibilities, including materials for art, music, and physical education in the elementary schools.


F. *Employees shall be provided an opportunity to request budget expenditures for instructional materials and supplies.

G. *The principals or school heads shall meet with the employee(s) to discuss the school budget. Copies of the budgets for individual schools and departments shall be given to the employees of the school and department.

H. *All employees shall know the amount of money budgeted for their classrooms at the beginning of the school year.

I. Items received through a conference paid for by the district, or district grant, will remain in the school under which the teacher was working when they attended the conference or received the grant.


Boone County Board of Education Representative


BCEA Representative

**BCEA/BOE Contract Negotiations
Boone County Schools
2019 Article Revisions Agreement**

ARTICLE III

EMPLOYMENT CONDITIONS

3.17 MATERIALS AND FACILITIES

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

- (1) Custodial care and maintenance;
- (2) Restoration of teaching areas damaged by vandalism or other causes.
- (3) *Access to duplicating services for the preparation of instructional materials;
- (4) *Chalk boards and bulletin boards where applicable;
- (5) *Curriculum guides and desk or electronic copies of textbooks and workbooks required for classes, which will remain the property of the Employer and shall be returned; however, desk copies of state-adopted textbooks shall be in the form of teaching manuals;
- (6) *Classrooms or workspace as defined and approved according to State regulations;
- (7) *Record books, lesson plan books, paper supplies, chalk, erasers and other such supplies and materials required by the employer in daily teaching responsibilities, including materials for art, music, and physical education in the elementary schools.

F. *Employees shall be provided an opportunity to request budget expenditures for instructional materials and supplies.

G. *The principals or school heads shall meet with the employee(s) to discuss the school budget. Copies of the budgets for individual schools and departments shall be given to the employees of the school and department.

H. *All employees shall know the amount of money budgeted for their classrooms at the beginning of the school year.

I. ~~*Principals or school heads will designate a smoking area. The use of any tobacco product, alternative nicotine product, or vapor product:~~

- ~~(1) Shall be prohibited for all persons and for all times on or in school property, including any vehicle, that is owned, operated, leased, or contracted for use by the Boone County Board of Education;~~
- ~~(2) Is prohibited for school district employees, volunteers, and all other individuals affiliated with a school while the user is attending or participating in any school-related student trip or student activity and is in the presence of a student or students.~~

PROPOSED

ARTICLE III

EMPLOYMENT CONDITIONS

3.17 MATERIALS AND FACILITIES

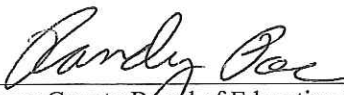
E. Employees shall be provided with materials and facilities for lesson preparations and other assigned duties. The Employer shall provide for employees the following:

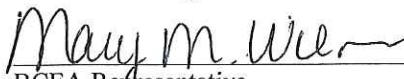
- (1) Custodial care and maintenance;
- (2) Restoration of teaching areas damaged by vandalism or other causes.
- (3) *Access to duplicating services for the preparation of instructional materials;
- (4) *Chalk boards and bulletin boards where applicable;
- (5) *Curriculum guides and desk or electronic copies of textbooks and workbooks required for classes, which will remain the property of the Employer and shall be returned; however, desk copies of state-adopted textbooks shall be in the form of teaching manuals;
- (6) *Classrooms or workspace as defined and approved according to State regulations;
- (7) *Record books, lesson plan books, paper supplies, chalk, erasers and other such supplies and materials required by the employer in daily teaching responsibilities, including materials for art, music, and physical education in the elementary schools.

F. *Employees shall be provided an opportunity to request budget expenditures for instructional materials and supplies.

G. *The principals or school heads shall meet with the employee(s) to discuss the school budget. Copies of the budgets for individual schools and departments shall be given to the employees of the school and department.

H. *All employees shall know the amount of money budgeted for their classrooms at the beginning of the school year.


Boone County Board of Education Representative


BCEA Representative

**BCEA/BOE Contract Negotiations
Boone County Schools
2019 Article Revisions Agreement**

ARTICLE IV

TEACHER EVALUATIONS

4.3 EVALUATION PROCESS

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

PROPOSED

ARTICLE IV

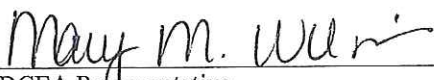
TEACHER EVALUATIONS

4.3 EVALUATION PROCESS

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



Boone County Board of Education Representative



BCEA Representative

**BCEA/BOE Contract Negotiations
Boone County Schools
2019 Article Revisions Agreement**

ARTICLE V

TERMINATION AND NON-RENEWAL

5.1 TEACHER TERMINATION AND NON-RENEWAL OF EMPLOYEMENT

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

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

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


PROPOSED

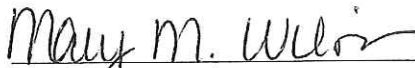
5.1 TEACHER TERMINATION AND NON-RENEWAL OF EMPLOYEMENT

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

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

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


Boone County Board of Education Representative


BCEA Representative

BCEA/BOE Contract Negotiations
Boone County Schools
2019 Article Revisions Agreement

Article VI

Benefits

6.9 CERTIFIED EMPLOYEES' CHILDREN

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

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

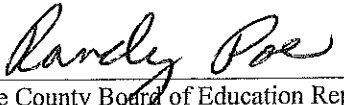
PROPOSED

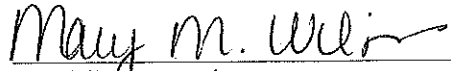
6.9 CERTIFIED EMPLOYEES' CHILDREN

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

- (1) The class size maximum in the District school of their choice is not exceeded.
- (2) The District of non-resident employees signs a contract to transfer ADA funds.
- (3) The employee provides transportation.
- (4) A written request for school assignment is approved by the Director of Pupil Personnel.
- (5) The program in which the employee desires their child to participate is available in the school.

- (6) After initial approvals granted, only employees that have children moving on to a new building, ie k, 6th and 9th grades will require a new application prior to the new school year.
- (7) A cut-off date is established.
- (8) An assignment of schools, once approved, must continue throughout the year.


Boone County Board of Education Representative


BCEA Representative

**BCEA/BOE Contract Negotiations
Boone County Schools
2019 Article Revisions Agreement**

ARTICLE VII

LEAVES

7.1 SICK LEAVE/PERSONAL LEAVE

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

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

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

PROPOSED

ARTICLE VII

LEAVES

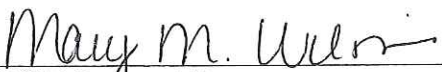
7.1 SICK LEAVE/PERSONAL LEAVE

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

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

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


Boone County Board of Education Representative


BCEA Representative

BCEA/BOE Contract Negotiations
Boone County Schools
2019 Article Revisions Agreement

ARTICLE VII

LEAVES

7.5 EMERGENCY AND/OR BEREAVEMENT LEAVE

B.(4) Official court appearances for legal matters directly related to District employment for which the employee is subpoenaed (A copy of the subpoena will be required as documentation.) as determined by the Superintendent. This does not include appearances that are personal in nature (non Job-related) to which the employee is a party and the subpoena is obtained by or on behalf of the employee. This also does not include jury duty.

PROPOSED

ARTICLE VII

LEAVES

7.6 EMERGENCY AND/OR BEREAVEMENT LEAVE

B.(4) Official court appearances for legal matters directly related to District employment for which the employee is subpoenaed (A copy of the subpoena will be required as documentation.) as determined by the Superintendent. This does not include appearances that are personal in nature (non Job-related) to which the employee is a party and the subpoena is obtained by or on behalf of the employee. This also does not include jury duty.


Boone County Board of Education Representative


BCEA Representative

**BCEA/BOE Contract Negotiations
Boone County Schools
2019 Article Revisions Agreement**

ARTICLE VII

LEAVES

7.5 EMERGENCY AND/OR BEREAVEMENT LEAVE

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

PROPOSED

7.5 EMERGENCY AND/OR BEREAVEMENT LEAVE

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


Boone County Board of Education Representative


BCEA Representative

**BCEA/BOE Contract Negotiations
Boone County Schools
2019 Article Revisions Agreement**

GRIEVANCE PROCEDURE

8.1 DEFINITIONS

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

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

PROPOSED

GRIEVANCE PROCEDURE

8.1 DEFINITIONS

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

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


Boone County Board of Education Representative


BCEA Representative

BCEA/BOE Contract Negotiations
Boone County Schools
2019 Article Revisions Agreement

ARTICLE VIII

GRIEVANCE PROCEDURE

8.8 NO REPRISAL CLAUSE

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

PROPOSED

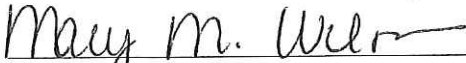
ARTICLE VIII

GRIEVANCE PROCEDURE

8.8 NO REPRISAL CLAUSE

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


Boone County Board of Education Representative


BCEA Representative

BCEA/BOE Contract Negotiations
Boone County Schools
2019 Article Revisions Agreement

ARTICLE X

ADMINISTRATIVE EVALUATION AND APPOINTMENT

10.1 PROCEDURE AND INSTRUMENT DEVELOPMENT

A teacher—~~administrator~~ **Culture and Climate** committee shall be appointed for the purpose of developing a procedure and an instrument for the surveying of the school culture and climate. The committee shall be composed of three (3) administrators appointed by the Administrators Association, ~~three (3)~~ **four (4)** teachers appointed by BCEA, and one (1) district representative appointed by the Superintendent. The appointment shall reflect a cross section of grade levels within the district. **The Culture and Climate committee will have its first meeting each year prior to January 1st. The Culture and Climate survey will be given each year, regardless of any other survey administered by the Board of Education or state, unless mutually agreed upon by both BCEA executive council and the board of education. A document of that agreement will be recorded in the minutes of both parties no later than March of that school year.**


PROPOSED

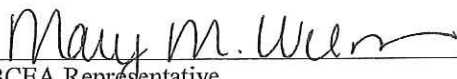
ARTICLE X

ADMINISTRATIVE EVALUATION AND APPOINTMENT

10.1 PROCEDURE AND INSTRUMENT DEVELOPMENT

A Culture and Climate committee shall be appointed for the purpose of developing a procedure and an instrument for the surveying of the school culture and climate. The committee shall be composed of three (3) administrators appointed by the Administrators Association, four (4) teachers appointed by BCEA, and one (1) district representative appointed by the Superintendent. The appointment shall reflect a cross section of grade levels within the district. The Culture and Climate committee will have its first meeting each year prior to January 1st. The Culture and Climate survey will be given each year, regardless of any other survey administered by the Board of Education or state, unless mutually agreed upon by both BCEA executive council and the board of education. A document of that agreement will be recorded in the minutes of both parties no later than March of that school year.


Boone County Board of Education Representative


BCEA Representative

BCEA/BOE Contract Negotiations
Boone County Schools
2019 Article Revisions Agreement

ARTICLE X

ADMINISTRATIVE EVALUATION AND APPOINTMENT

10.2 BASIC CONCEPTS

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

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

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

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

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

ARTICLE X

ADMINISTRATIVE EVALUATION AND APPOINTMENT

10.2 BASIC CONCEPTS

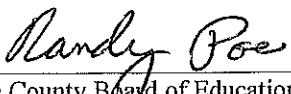
A. The procedures and instrument shall reflect the following concepts:

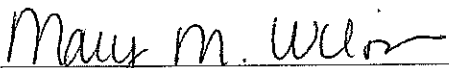
All administrators and supervisory personnel shall annually receive feedback on the culture and climate of the school including leadership, teacher support, focus on student achievement, and organizational management.

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

2. by the faculty members with which they are associated.

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


Boone County Board of Education Representative


BCEA Representative

BCEA/BOE Contract Negotiations
Boone County Schools
2019 Article Revisions Agreement

ARTICLE XII

EMERGENCY SCHOOL CLOSINGS

12.1 NOTIFICATION PROCEDURE

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

PROPOSED

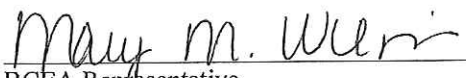
ARTICLE XII

EMERGENCY SCHOOL CLOSINGS

12.1 NOTIFICATION PROCEDURE

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


Boone County Board of Education Representative


BCEA Representative