

BCEA/BOE Contract Negotiations
Boone County Schools
2023 Article Revisions Agreement

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~~ ensure continuity of our educational program for the welfare of our children. We believe that a continually cooperative working relationship between teachers, administrators, and the Board affords the best possible means to achieve a quality organization for the Boone County School System.

PROPOSED

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Boone County Board of Education Representative


BCEA Representative

BCEA/BOE Contract Negotiations
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2023 Article Revisions Agreement

ARTICLE I

RECOGNITION

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

PROPOSED

ARTICLE I

RECOGNITION

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Boone County Board of Education Representative


BCEA Representative

**BCEA/BOE Contract Negotiations
Boone County Schools
2023 Article Revisions Agreement
11-27-23**

ARTICLE I

RECOGNITION

1.7 DEFINITIONS

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

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

C. Battery: the actual wrong act of physically harming someone.

D. Association Member: This shall include any dues paying member of the Association.

E. Curriculum: Curriculum addresses how learning experiences are designed at the local level from the foundational framework of state standards. Curriculum is the central guide for all educators as to what is essential for teaching and learning so that every student has access to rigorous academic experiences. It's the bundling and pacing of state standards into district units of study. Curriculum includes the vast array of pedagogy, readings, learning experiences, instructional resources and local mechanisms of assessment, including the full body of content knowledge to be covered across a progression of learning. Boone County Schools provides a curriculum that is guaranteed and viable, giving students access to the same essential learning outcomes in the instructional time allotted, regardless of who is teaching the class.

F. Days: For purposes of this contract, days, unless otherwise specified, will mean school days during the school calendar year; business days outside of the school calendar year.

H. Flextime: Time that is used by teachers to complete professional learning and/or other activities used to improve the classroom experience of their students outside of the normal contract hours. Examples include, but are not limited to: KEA PD, attending a conference outside of the school day (including KEA/NEA conferences), after-school sessions given by other teachers, online research, preparing a new classroom (up to 6 hours), preparing an existing classroom (up to 3 hours).

I. Grievance: All documented claims of any complaint alleging improper or discriminatory conduct presented by Association members or nonmembers that there has been a violation, misrepresentation or misapplication, or inequitable application of the terms of this Agreement, Board Policy, and/or public laws.

J. Immediate Family: This shall include, but is not limited to: parent, step-parent, child, step-child, spouse, sister, brother, grandparent, grandchild, parent-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt, uncle, cousins, niece, and nephew. At discretion of the Superintendent, others not listed here may be approved as immediate family.

K. **Passing Period:** The time needed in between homeroom, classes, planning periods, etc. for students and/or faculty members to travel to their next destination.

L. **PLCS:** Practical Living (health, physical education) and Career Studies

N. **Representative of the Association:** The representative of the Association may include but is not limited to the Association president, other member of BCEA, or a member of the Association's affiliates.

PROPOSED

ARTICLE I

RECOGNITION

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Boone County Board of Education Representative


BCEA Representative

BCEA/BOE Contract Negotiations
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6-1-23

ARTICLE II

TEACHER AND ASSOCIATION RIGHTS

Re-ordering 2.1-2.9

2.2 - 2.1 Non-discrimination

2.5 - 2.2 School Law of Kentucky

2.9 - 2.3 Academic Freedom

2.6 - 2.4 Right to Organize

2.1 - 2.5 Teacher Discipline

2.3 - 2.6 Representation

2.4 - 2.7 Personnel File

2.7 - 2.8 Dues Deduction

2.8 - 2.9 Meetings, Notices, and General Information

PROPOSED

ARTICLE II

TEACHER AND ASSOCIATION RIGHTS

2.1 Non-discrimination

2.2 School Law of Kentucky

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2.5 Teacher Discipline

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2.8 Dues Deduction

2.9 Meetings, Notices, and General Information


Boone County Board of Education Representative


BCEA Representative

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ARTICLE II

TEACHER AND ASSOCIATION RIGHTS

2.1 TEACHER DISCIPLINE

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.

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

Per KRS 161.790, a Formal Hearing with an employee shall be held with the Superintendent, or their designee, for the following causes:

- a. Insubordination, including but not limited to violation of the school laws of the state or administrative regulations adopted by the Kentucky Board of Education, the Education Professional Standards Board, or lawful rules and regulations established by the Boone County Board of Education for the operation of schools, or refusal to recognize or obey the authority of the superintendent, principal, or any other supervisory personnel of the board in the performance of their duties;
- b. Immoral character or conduct unbecoming a teacher;
- c. Physical or mental disability; or
- d. Inefficiency, incompetency, or neglect of duty, when a written statement identifying the problems or difficulties has been furnished to the teacher or teachers involved.

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.

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ARTICLE II

TEACHER AND ASSOCIATION RIGHTS

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ARTICLE II

TEACHER AND ASSOCIATION RIGHTS

2.1 TEACHER DISCIPLINE

C. 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

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BCEA Representative

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ARTICLE II

2.3 REPRESENTATION

A. Rights of Representation at a Meeting with Supervisor

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

PROPOSED

ARTICLE II

2.3 REPRESENTATION

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ARTICLE II

2.3 REPRESENTATION

A. B. Representation at a Disciplinary Hearing with Superintendent

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

PROPOSED

ARTICLE II

2.3 REPRESENTATION

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Boone County Board of Education Representative


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ARTICLE II

2.3 REPRESENTATION

C.-B. Representation with the Superintendent Board of Education

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

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

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

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

PROPOSED

ARTICLE II

2.3 REPRESENTATION

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Boone County Board of Education Representative


BCEA Representative

BCEA/BOE Contract Negotiations
Boone County Schools
2023 Article Revisions Agreement
2-12-2024

ARTICLE II

TEACHERS AND ASSOCIATION RIGHTS

2.4 PERSONNEL FILE

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

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

- Employee evaluations - copy of the employee's formative and/or summative evaluations (the official copies of summatives reside in the personnel file)
- Correspondence - this may include intra-office memoranda; notes setting forth opinions, observations, and recommendations; electronic communications; records of conversation; performance improvement plans (PIP); unsubstantiated complaints and investigations.

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

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

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

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

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ARTICLE II

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Boone County Board of Education Representative


BCEA Representative

BCEA/BOE Contract Negotiations
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2023 Article Revisions Agreement
3-19-24

ARTICLE II

2.6 RIGHT TO ORGANIZE

A. Teachers shall have the right to organize, join, and assist the Association and to participate in professional negotiations with the Board. The Board shall not discriminate against any teacher with respect to hours, wages, terms, and conditions of employment for reasons of membership in the Association, or participation in negotiations with the Board, or the institution of any grievance, complaint, or proceeding under this agreement. The Association and its designees shall have the right to the use of buildings as described in 2.8. The Association President, or designee, or staff may conduct school visits at the request of members during the school day when it does not interfere with normal classroom duties. Upon arrival, the representative(s) will check in through the Main Office and will follow all visitor check-in protocols.

PROPOSED

ARTICLE II

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Boone County Board of Education Representative


BCEA Representative

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2023 Article Revisions Agreement
11-1-23

ARTICLE II

2.6 RIGHT TO ORGANIZE

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

PROPOSED

ARTICLE II

2.6 RIGHT TO ORGANIZE

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Boone County Board of Education Representative


BCEA Representative

**BCEA/BOE Contract Negotiations
Boone County Schools
2023 Article Revisions Agreement
6-1-23**

ARTICLE II

2.8 MEETINGS, NOTICES AND GENERAL INFORMATION

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

- A. The use of school building for meetings as provided for in current school board policy. (Policy 5.3 "Community Use of School Facilities").
- B. The use of employees' mailboxes, school bulletin boards, and school faculty meetings. The intra-communication systems shall be used at designated times for announcements only.
- C. The use of all inter-school communication systems.
- D. The right to hold meetings when teachers are required to be at school and when meetings do not interfere with normal classroom duties.
- E. School authorities shall not furnish to any outside organization or individual, without the approval of the Board, any list of teachers' and students' names, unless required by law. (School Board Policy 03.1323: Solicitations in Schools)
- F. The agenda for Regular Faculty Meetings will be sent to the Building Rep(s) upon request 48 hours prior to the Faculty Meeting.

PROPOSED

ARTICLE II

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ARTICLE II

TEACHER AND ASSOCIATION RIGHTS

2.10 BOARD MEETING AGENDAS

PROPOSED

ARTICLE II

TEACHER AND ASSOCIATION RIGHTS

2.10 BOARD MEETING AGENDAS


Boone County Board of Education Representative


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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 that 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

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Boone County Board of Education Representative


BCEA Representative

BCEA/BOE Contract Negotiations
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12-13-23

ARTICLE II

2.14 ASSAULT/BATTERY UPON TEACHERS

The Board shall provide legal counsel and/or legal services (to the extent permitted and provided for by the District's Insurance Policy) to a teacher who ~~is assaulted or~~ suffers either assault and/or battery while performing his/her duties as a teacher.

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

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ARTICLE II

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ARTICLE II

2.15 ASSAULT CASES – LEGAL COUNSEL


The Board shall provide legal counsel and/or legal services of the Board Attorney, to the extent permitted and provided for by the District's insurance policy, when a teacher is accused of assault while carrying out his/her duties as a teacher in accord with prescribed school board policy.

PROPOSED

ARTICLE II

2.15 ASSAULT CASES – LEGAL COUNSEL

The Board shall provide legal counsel and/or legal services of the Board Attorney, to the extent permitted and provided for by the District's insurance policy, when a teacher is accused of assault while carrying out his/her duties as a teacher in accord with prescribed school board policy.


Boone County Board of Education Representative


BCEA Representative

ARTICLE II

TEACHER AND ASSOCIATION RIGHTS

2.16 BOARD DISTRICT COMMITTEES

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

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

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

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

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

1. Certified Evaluation Plan Committee

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

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

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

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

2. Culture and Climate Committee:

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

- I. making recommendations for creating a positive, supportive, culture and climate for all faculty, staff, and students in each building;
- II. to research, discuss, and formulate best practices in this area that will be beneficial to all schools in the district; and
- III. for developing (and/or refining) a procedure and an instrument for the surveying of the school culture and climate (see 10.1).

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

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

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

PROPOSED

ARTICLE II

TEACHER AND ASSOCIATION RIGHTS

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

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

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

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

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

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


Boone County Board of Education Representative


BCEA Representative

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ARTICLE II

TEACHER AND ASSOCIATION RIGHTS

2.17 ASSOCIATION AND ADMINISTRATION MEETINGS

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

PROPOSED

ARTICLE II

TEACHER AND ASSOCIATION RIGHTS

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


Boone County Board of Education Representative


BCEA Representative

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ARTICLE II

TEACHERS AND ASSOCIATION RIGHTS

2.19 PERSONAL LIFE


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

PROPOSED

ARTICLE II

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


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ARTICLE II

2.20 DISTRICT POLICIES

- A. The most current District Policy Procedure Manual shall be available online on the District Website. The policies listed on the website will be the policy/procedures followed in any concern or dispute.
- B. A hard copy of the most current District Policy/Procedure Manual (including a Table of Contents) will be provided to the Association President. Should changes be made to the Manual, a new hard copy of the chapter and policy will be provided to the Association President.

PROPOSED

ARTICLE II

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- A. The most current District Policy Procedure Manual shall be available online on the District Website. The policies listed on the website will be the policy/procedures followed in any concern or dispute.
- B. A hard copy of the most current District Policy/Procedure Manual (including a Table of Contents) will be provided to the Association President. Should changes be made to the Manual, a new hard copy of the chapter and policy will be provided to the Association President.


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ARTICLE II

TEACHER AND ASSOCIATION RIGHTS

2.22 2.21 PERSONAL PROPERTY

Upon resignation/termination, employees will be given immediate opportunity to collect personal items from the school building with assistance from an Association Representative and member of the Administration Team.

PROPOSED

ARTICLE II

TEACHER AND ASSOCIATION RIGHTS

2.21 PERSONAL PROPERTY

Upon resignation/termination, employees will be given immediate opportunity to collect personal items from the school building with assistance from an Association Representative and member of the Administration Team.


Boone County Board of Education Representative


BCEA Representative

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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.~~

PROPOSED

ARTICLE III

EMPLOYMENT CONDITIONS

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Boone County Board of Education Representative


BCEA Representative

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ARTICLE III

EMPLOYMENT CONDITIONS

3.1 WORK ENVIRONMENT

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

PROPOSED

ARTICLE III

EMPLOYMENT CONDITIONS

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ARTICLE III

EMPLOYMENT CONDITIONS

3.2 SCHOOL CALENDAR

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

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

PROPOSED

ARTICLE III

EMPLOYMENT CONDITIONS

3.2 SCHOOL CALENDAR

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

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


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ARTICLE III

EMPLOYMENT CONDITIONS

3.3 TEACHER WORKDAY, HOURS, WAIVERS AND PLANNING PERIODS

D.B. Waivers

PROPOSED

ARTICLE III

EMPLOYMENT CONDITIONS

3.3 TEACHER WORKDAY, HOURS, WAIVERS AND PLANNING PERIODS

B. Waivers


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BCEA Representative

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ARTICLE III

EMPLOYMENT CONDITIONS

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. However, in situations where a teacher has at least one semesterly or quarterly class that repeats over the course of the school year, the teacher may have his/her number of preparations increased to four (4) for that school year.

PROPOSED

ARTICLE III

EMPLOYMENT CONDITIONS

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. However, in situations where a teacher has at least one semesterly or quarterly class that repeats over the course of the school year, the teacher may have his/her number of preparations increased to four (4) for that school year.


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ARTICLE III

EMPLOYMENT CONDITIONS

3.6 CHANGES OF DUTIES & RESPONSIBILITIES

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

1. At the elementary level, every attempt will be made to not move a teacher more than two (2) grade levels unless mutually agreed upon by the teacher and administrator.

2. At the middle and high school level, every attempt will be made to not move a teacher's subject area more than two (2) years in a row unless mutually agreed upon by the teacher and the administration.

PROPOSED

ARTICLE III

EMPLOYMENT CONDITIONS

3.6 CHANGES OF DUTIES & RESPONSIBILITIES

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

1. At the elementary level, every attempt will be made to not move a teacher more than two (2) grade levels unless mutually agreed upon by the teacher and administrator. at the elementary level.

2. At the middle and high school level, every attempt will be made to not move a teacher's subject area more than two (2) years in a row unless mutually agreed upon by the teacher and the administration.


Boone County Board of Education Representative


BCEA Representative

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ARTICLE III

EMPLOYMENT CONDITIONS

3.8 VOLUNTARY TRANSFERS

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

A. Job Postings

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

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

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

B. Posting Exemptions

The following vacancies shall be exempt from posting provisions:

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

C. Filling Vacancies

No non-exempted vacancy shall be filled until said vacancy has been posted at least ~~ten (10)~~ **five (5)** work **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)~~ **five (5)** day posting period, teachers shall have the opportunity to electronically file a transfer request.

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~~ July 19th. All vacancies on or after July 20th shall be posted as one year only positions.
- (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)~~ five (5) 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~~ three contact attempts will be made over ~~two calendar days~~ 48 hours. There shall be one AM and one PM phone call attempts, with a minimum of four hours of separation between attempts. There shall also be one email contact attempt (the email listed on the transfer application) with a 24-hour window for response from the applicant. When the transfer applicant cannot be contacted during this time s/he shall be passed over in favor of the next eligible person. The candidate offered a transfer position must accept/decline within two business days of the offer. 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;

- (2) Those objective criteria as pre-determined by the principal and SBDM Council (where applicable) for specific positions. Criteria may be based on measurable performance components such as the most recent "experienced teacher standards" as adopted by the KY Education Professional Standards Board.
- (3) "District Seniority" for purposes of this provision shall mean the number of years of service to the Boone County Schools completed from the first compensable day of employment as a regular employee in the Boone County Schools following the last break in service. (A break in service occurs when an employee resigns or their employment is terminated. An employee on an approved leave of absence will not incur a break in service and their seniority continues to accumulate while on leave.) Employees hired back by the first day of the following school year will not incur a break in service. The employee will be made whole in terms of seniority and benefits. Ties in seniority dates will be broken by the largest sum of the first three numbers of the last four numbers in the employee's social security number. If a tie still exists, the employee with the largest last digit of the social security number shall be the most senior. If a tie is still not broken, seniority shall be determined by a toss of a coin.

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

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

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

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

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

F. *Staffing a New School*

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

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

(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 or by email given at least three areas for growth **upon request** and shall be offered a conference with the principal to occur within **3 5** 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. **When a candidate has been denied a position, they may not apply for a transfer in the same school with the same certification and same grade level, within that school year.**

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.

PROPOSED

ARTICLE III

EMPLOYMENT CONDITIONS

3.8 VOLUNTARY TRANSFERS

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

A. Job Postings

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

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

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

B. Posting Exemptions

The following vacancies shall be exempt from posting provisions:

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

C. Filling Vacancies

No non-exempted vacancy shall be filled until said vacancy has been posted at least five (5) 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 five (5) day posting period, teachers shall have the opportunity to electronically file a transfer request.

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:

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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 July 19th. All vacancies on or after July 20th shall be posted as one year only positions.
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E. Transfer Process

Transfers will be granted, and positions staffed from the transfer requests according to program needs, certification, and district seniority. Following the five (5) 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 three contact attempts will be made over 48 hours. There shall be one AM and one PM phone call attempts, with a minimum of four hours of separation between attempts. There shall also be one email contact attempt (the email listed on the transfer application) with a 24-hour window for response from the applicant. When the transfer applicant cannot be contacted during this time s/he shall be passed over in favor of the next eligible person. The candidate offered a transfer position must accept/decline within two business days of the offer. 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.

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

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

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

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

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

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

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

F. Staffing a New School

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

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

(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).

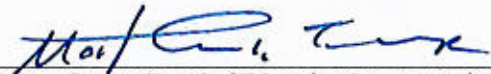
G. Denial of Transfers

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 or by email given at least three areas for growth upon request and shall be offered a conference with the principal to occur within 5 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. When a candidate has been denied a position, they may not apply for a transfer in the same school with the same certification and same grade level, within that school year.

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.


Boone County Board of Education Representative


BCEA Representative

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ARTICLE III

EMPLOYMENT CONDITIONS

3.10 SUBSTITUTE TEACHERS

The Board of Education shall in all instances provide a substitute teacher for absent teachers when substitute teachers are available. If a lack of available substitute teachers needed to cover classes exists, individual buildings shall utilize a volunteer substitute list established within each school. Any teacher may willingly choose to, but not be required to, give up their planning period to cover a class. Teachers may accept an official allotment of a negotiated stipend agreed to by the Association for instructional coverage. Any teacher may also willingly choose to, but not be required to, have students added to their classrooms to provide coverage.

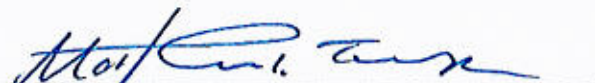
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ARTICLE III

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BCEA Representative

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ARTICLE III

EMPLOYMENT CONDITIONS

3.12 TELEPHONE FACILITIES

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

PROPOSED

ARTICLE III

EMPLOYMENT CONDITIONS

3.12 TELEPHONE FACILITIES

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


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BCEA Representative

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ARTICLE III

EMPLOYMENT CONDITIONS

3.15 EXTRA-CURRICULAR PARTICIPATION and COMPENSATION

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

PROPOSED

ARTICLE III

EMPLOYMENT CONDITIONS

3.16 EXTRA-CURRICULAR PARTICIPATION and COMPENSATION

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


Boone County Board of Education Representative


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ARTICLE III

EMPLOYMENT CONDITIONS

3.17 MATERIALS, FACILITIES, TECHNOLOGY AND TECHNOLOGY SUPPORT

A. General:

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

(2) Employee shall not be required to use personally owned materials.

B. Technology and Technology Support:

(1) All educators will be equipped with reliable up-to-date computer hardware and software, high speed Internet, and any necessary accompanying technology-may include a permanently mounted projector or large flat panel monitor to display a computer screen for the classroom-not only carry out the very basics of their job description and teaching responsibilities, but to fulfill the technology requirements of the Boone County Schools Strategic Plan.

(2) To best serve our students a) educators shall have technology issues solved in an expedient manner; b) technology will be equitably distributed among buildings in our district, and among all teachers in a given building; and c) teachers will be given proper and timely training and support when new programs, digital platforms, or other technologies are added as an expectation by either the district or an administrator in a teacher's building.

(3) All buildings will have a designated School Technology Coordinator (STC), an extra duty position which may be fulfilled by either a Certified faculty member or Classified staff. The STC will be given the necessary support both by the district and building administration to fulfill the requirements of this essential duty.

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

(7) *Record books, lesson plan books, paper supplies, dry erase markers, erasers and other such classroom staples, supplies, and materials required by the employer in daily teaching responsibilities, including materials for Art, Music, and Physical Education classes.

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

PROPOSED

ARTICLE III

EMPLOYMENT CONDITIONS

3.17 MATERIALS, FACILITIES, TECHNOLOGY AND TECHNOLOGY SUPPORT

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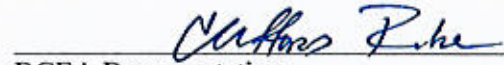
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Boone County Board of Education Representative



BCEA Representative

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ARTICLE III

EMPLOYMENT CONDITIONS

3.18 SPECIAL AREA CLASSROOMS

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

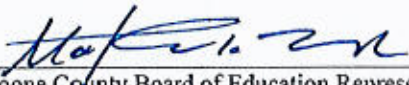
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ARTICLE III

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BCEA Representative

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ARTICLE III

EMPLOYMENT CONDITIONS

3.25 EQUAL SPECIAL AREA PROGRAMS

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

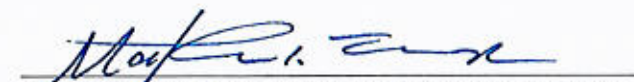
PROPOSED

ARTICLE III

EMPLOYMENT CONDITIONS

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ARTICLE III

EMPLOYMENT CONDITIONS

3.28 BUS DUTY

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

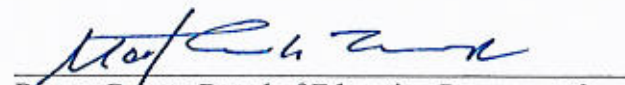
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ARTICLE III

EMPLOYMENT CONDITIONS

3.30 DUTY-FREE LUNCH

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

PROPOSED

ARTICLE III

EMPLOYMENT CONDITIONS

3.30 DUTY-FREE LUNCH

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BCEA Representative

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ARTICLE III

EMPLOYMENT CONDITIONS

3.32 TEAM LEAD AND DEPARTMENT CHAIRS

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

PROPOSED

ARTICLE III

EMPLOYMENT CONDITIONS

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ARTICLE III

EMPLOYMENT CONDITIONS

3.33 REPORT CARDS

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

PROPOSED

ARTICLE III

EMPLOYMENT CONDITIONS

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ARTICLE IV

TEACHER EVALUATIONS

4.1 TEACHER EVALUATIONS

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

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

PROPOSED

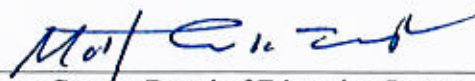
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ARTICLE VI

BENEFITS

6.1 EXPERIENCE CREDIT

B. *Credit for Military Service*

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

PROPOSED

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Boone County Board of Education Representative


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ARTICLE VI

BENEFITS

6.2 SALARY SCHEDULE

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

- A. Teachers assigned in alternative school settings shall receive a salary supplement/adjustment as determined by the Board of Education (see C below).
- B. Teachers who work in hard-to fill positions, may receive a salary supplement/adjustment. Hard-to-fill positions shall be determined by agreement between the Board and the Association.
- C. These salary supplements/adjustments shall be part of the regular salary negotiations and shall be posted in the Certified Salary Schedule provided by the District.

PROPOSED

ARTICLE VI

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BCEA Representative

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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:
 - (6) After initial approvals granted, only employees that have children moving on to a new building, ~~ie-k-~~, i.e., K, 6th and 9th grades will require a new application prior to the new school year

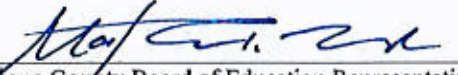
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Boone County Board of Education Representative


BCEA Representative

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ARTICLE VII

LEAVES

7.2 VOLUNTARY SICK LEAVE BANK

D. Guidelines

- (1) The Bank shall be administered by the SBC in accordance with the following provisions:
 - o. Any employee eligible to file under the Worker's Compensation Law must do so before applying to the Sick Leave Bank. Days granted from the bank will be ~~prorated~~ prorated to supplement the benefits received under ~~Worker's~~ Workers' Compensation in such a way as to "make whole" the employee's gross salary.

PROPOSED

ARTICLE VII

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BCEA Representative

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ARTICLE VII

LEAVES

7.7 PROFESSIONAL LEAVE

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

PROPOSED

ARTICLE VII

LEAVES

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BCEA Representative

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ARTICLE VII

LEAVES

7.8 ASSOCIATION LEAVE

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

The Association agrees to compensate the district at a rate based on Rank II zero years of experience.

PROPOSED

ARTICLE VII

LEAVES

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Boone County Board of Education Representative


BCEA Representative

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ARTICLE VII

LEAVES

7.8 ASSOCIATION LEAVE

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

PROPOSED

ARTICLE VII

LEAVES

7.8 ASSOCIATION LEAVE

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Boone County Board of Education Representative


BCEA Representative

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ARTICLE VII

LEAVES

7.11 ADOPTION/CHILD REARING LEAVE

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

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

PROPOSED

ARTICLE VII


LEAVES

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Boone County Board of Education Representative


BCEA Representative

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ARTICLE VIII

GRIEVANCE PROCEDURE

8.1 DEFINITIONS

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

PROPOSED

ARTICLE VIII

BENEFITS

8.1 DEFINITIONS

B. The purpose of the grievance procedure is to secure equitable solutions to the problems at the lowest possible administrative level. All documented claims or any complaint alleging improper, or discriminatory conduct presented by a representative and/or the grievance committee of the Association that there has been a violation; misrepresentation or misapplication, or inequitable application of the terms of this Agreement, Board Policy, and/or public laws, shall constitute a grievance. Such grievance shall be submitted using the prescribed forms agreed to by the Association and the Board and shall be made readily available. The Grievant shall have the right to choose and provide a representative during any stage of the grievance procedure to fully participate and advocate. The Grievant upon request shall receive copies of all written decisions, documentation, and records pertaining to the grievance. The number of days indicated at each level of the procedure should be considered as maximum. All meetings should be held at times mutually agreeable; however, the time limits specified in this Article may be extended by mutual agreement of the

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M. A. I. [Signature]
Boone County Board of Education Representative

[Signature]
BCEA Representative

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11-21-23 Amended
3-25-24 Amended

ARTICLE VIII

GRIEVANCE PROCEDURE

8.4 LEVELS OF COMMUNICATION OF GRIEVANCE – FORMAL

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

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

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

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

The parties shall set a meeting at a mutually agreeable time after receiving the list of arbitrators and attempt to agree on one (1) arbitrator. If the parties cannot agree on one arbitrator, they shall select an arbitrator by alternately striking names from the list, with the Association or Grievant striking first. The last name remaining on the list shall be the arbitrator. If the arbitrator chosen is unable to serve,

the parties shall request a new list from a panel of retired Judges who served in the Circuit courts of Boone, Kenton or Campbell Counties, the Kentucky Court of Appeals or Kentucky Supreme Court. In the event there is no mutually agreeable retired judge, the parties will resort in utilizing the American Arbitrator Association.

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

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

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

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

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

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

LEVEL V: Within fifteen (15) days or the next regularly scheduled board meeting, whichever is later, of the receipt of the arbitrator's recommendation, the Board, by roll call vote, shall accept or reject the recommendation. The Association shall, in accord with the process set out in Article V of this Agreement, reserve the right to have a representative present and be on the agenda at this meeting and present the Association's position. The Board shall be provided with all information regarding the Grievance as compiled by the Board's Representative and the Association, or the Grievant in an agreed and combined packet no less than 5 working days prior to the Board's discussion-hearing of the grievance and roll call vote.

PROPOSED

ARTICLE VIII

GRIEVANCE PROCEDURE

8.4 LEVELS OF COMMUNICATION OF GRIEVANCE – FORMAL

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

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

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

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

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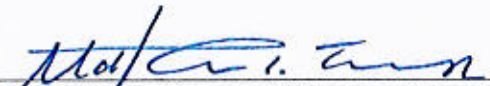
The fees and expenses of the arbitrator shall be shared equally by the Association and the Board if the Grievant is represented by the Association, and all other expenses shall be borne by the party incurring them. Otherwise, the fees and expenses of the arbitrator shall be shared equally by the Grievant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

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

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

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

LEVEL V: Within fifteen (15) days or the next regularly scheduled board meeting, whichever is later, of the receipt of the arbitrator's recommendation, the Board, by roll call vote, shall accept or reject the recommendation. The Association shall, in accord with the process set out in Article V of this Agreement, reserve the right to have a representative present and be on the agenda at this meeting and present the Association's position. The Board shall be provided with all information regarding the Grievance as compiled by the Board's Representative and the Association, or the Grievant in an agreed and combined packet no less than 5 working days prior to the Board's hearing of the grievance and roll call vote.


Boone County Board of Education Representative


BCEA Representative

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ARTICLE X

CULTURE & CLIMATE, ADMINISTRATIVE EVALUATION, AND APPOINTMENT

10.1 PROCEDURE AND INSTRUMENT DEVELOPMENT

A. ~~One of the duties of the~~ Culture and Climate Committee shall be appointed for the purpose of ~~is~~ developing (and/or refining) a procedure and an instrument for the surveying of the school and district culture and climate. (please see 2.16G and 3.1. D). ~~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.)~~

B. 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.~~ **The survey will be administered by March 15th of each school year with a window of no fewer than five school days.**

PROPOSED

ARTICLE X

CULTURE & CLIMATE, ADMINISTRATIVE EVALUATION, AND APPOINTMENT

10.1 PROCEDURE AND INSTRUMENT DEVELOPMENT

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

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

Ata C. Zik
Boone County Board of Education Representative

Michael R. Du
BCEA Representative

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ARTICLE X

CULTURE & CLIMATE, ADMINISTRATIVE EVALUATION, AND APPOINTMENT

10.2 BASIC CONCEPTS

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

- (1) All school administrators and district administrators and other supervisory personnel shall annually receive feedback on the culture and climate of the school and the district 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, including written comments, for each school shall be provided to each school administrator and each district administrator, the Principal, the principals, and the Superintendent, the deputy superintendents, and the Superintendent's designee(s). All faculty and staff will be provided the results of the complete survey without the written comments. The survey will be used only for improvement of the school and district culture and climate. The data may should be considered as part of the needs assessment when revising or rewriting the Comprehensive School Improvement Plan (CSIP) and the Comprehensive District Improvement Plan (CDIP). The results may should be used for school and district 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, or any district department.

C. The rubrics used to evaluate building Administrators and District Administrators shall be provided to the Association President at least 5 days prior to the first meeting of the CEP Committee each year and will also be documented in the Certified Evaluation Plan (CEP).

PROPOSED

ARTICLE X

CULTURE & CLIMATE, ADMINISTRATIVE EVALUATION, AND APPOINTMENT

10.2 BASIC CONCEPTS

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

(1) All school administrators and district administrators and other supervisory personnel shall annually receive feedback on the culture and climate of the school and the district 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, including written comments, for each school shall be provided to each school administrator and each district administrator, the principals, the Superintendent, the deputy superintendents, and the Superintendent's designee(s). All faculty and staff will be provided the results of the complete survey without the written comments. The survey will be used only for improvement of the school and district culture and climate. The data should be considered as part of the needs assessment when revising or rewriting the Comprehensive School Improvement Plan (CSIP) and the Comprehensive District Improvement Plan (CDIP). The results should be used for school and district 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, or any district department.

C. The rubrics used to evaluate building Administrators and District Administrators shall be provided to the Association President at least 5 days prior to the first meeting of the CEP Committee each year and will also be documented in the Certified Evaluation Plan (CEP).


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ARTICLE XI

PROFESSIONAL DEVELOPMENT

11.1 ALTERNATIVE PROFESSIONAL DEVELOPMENT DAYS

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

PROPOSED

ARTICLE XI

PROFESSIONAL DEVELOPMENT

11.1 ALTERNATIVE PROFESSIONAL DEVELOPMENT DAYS

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


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BCEA Representative

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ARTICLE XII

EMERGENCY SCHOOL CLOSINGS

12.3 INCLEMENT WEATHER: LOSS OF PAY

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

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

PROPOSED

ARTICLE XII


EMERGENCY SCHOOL CLOSINGS

12.3 INCLEMENT WEATHER: LOSS OF PAY

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

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BCEA Representative

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ARTICLE XIII

EFFECT OF AGREEMENT

13.3 SAVINGS CLAUSE

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

PROPOSED

ARTICLE XIII

EFFECT OF AGREEMENT

13.3 SAVINGS CLAUSE

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


Boone County Board of Education Representative


BCEA Representative

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ARTICLE XIII

EFFECT OF AGREEMENT

13.5 LENGTH OF AGREEMENT

The terms of this Agreement shall remain in full force and effect from the date of ratification and acceptance by the Board and Association through ~~June 30, 2023~~ **June 30, 2028**.


PROPOSED

ARTICLE XIII

EFFECT OF AGREEMENT

13.5 LENGTH OF AGREEMENT

The terms of this Agreement shall remain in full force and effect from the date of ratification and acceptance by the Board and Association through June 30, 2026.


Boone County Board of Education Representative


BCEA Representative

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ARTICLE XIII

EFFECT OF AGREEMENT

13.6 COMMUNICATION

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

PROPOSED

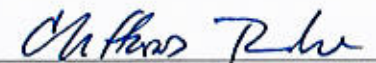
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BCEA Representative

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ARTICLE II

EFFECT OF AGREEMENT

13.6 13.7 NEGOTIATION OF A NEW CONTRACT

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.

PROPOSED

ARTICLE XIII

EFFECT OF AGREEMENT

13.7 NEGOTIATION OF A NEW CONTRACT

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.


Boone County Board of Education Representative


BCEA Representative