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Consent Agenda Item (Action Item): Consider the Bus Drivers Employment Agreement between the Floyd County Schools bus drivers and the Floyd County Board of Education.

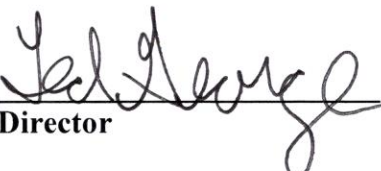
Applicable State or Regulations: Board Policy 01.11 General Powers and Duties of the Board.

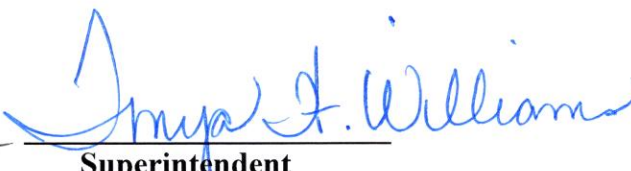
History/Background: The work agreement between the Floyd County Board of Education and the district's bus drivers is an important step toward improving how our Transportation Department operates. It clearly explains the roles, responsibilities, and expectations for both bus drivers and schools that use bus services. This agreement will help protect both the district and the drivers while keeping transportation operations running smoothly and cost-effectively. The goal is to make communication stronger, scheduling easier, and all school transportation—whether for daily routes or special trips—safe, organized, and efficient. By putting this agreement in place, the district will strengthen teamwork between schools and the Transportation Department and make sure everyone understands how things should work. The updated agreement includes two key changes from the previous version. First, it now states *“schools will decide when to take a school bus. Therefore, not all trips will be entered in SchoolDude.”* Second, it clarifies that *“drivers will only be paid when there are riders, or when the school requests the trip fails to meet the one-hour cancellation guidelines.”* These updates make the agreement fair, clear, and better for everyone involved.

Fiscal/Budgetary Impact: An overall savings to the district and the individual schools once implemented with fidelity.

Recommended Action: Approve as presented

Contact Person(s): Ted George, Assistant Superintendent


Director


Superintendent

Date: October 15, 2025

The Floyd County Board of Education does not discriminate on the basis of race, color, national origin, age, religion, marital status, sex, or disability in employment, educational programs, or activities as set forth in Title IX & VI, and in Section 504.

FLOYD COUNTY SCHOOLS
BUS DRIVER EMPLOYMENT AGREEMENT

This agreement with an effective date of July 1, 2025, by and between the Board of Education of Floyd County, Kentucky, 442 KY RT 550 Eastern, KY 41622 (hereinafter referred to as the "District and _____ (hereinafter referred to as "Employee")

WITNESSETH: The District hereby employs Employee for the term hereinafter set forth subject to the following terms and conditions:

ARTICLE I

TERM OF AGREEMENT

The duties to be performed hereunder are to begin on the 1st day of July, 2025, for not less than 181 days at a minimum of five (5) hours per day or the equivalent number of 905 hours per year. The agreement year shall end on June 30, 2026. This agreement shall be automatically renewed from year-to-year unless terminated as hereinafter provided. Terms and provisions of the agreement shall be subject to discussion and possible amendment on and after July 1, 2026, after meetings and discussions between Employee and other bus drivers and/or bus drivers' representatives (currently FCESPA) and with the District and its authorized representatives. In order to institute discussions a majority of the full-time bus drivers shall sign and present to the Superintendent a petition requesting that one (1) or more of the terms and provisions of this agreement be opened for discussion. If the District desires to initiate discussions, it shall provide notice to all bus drivers by individual notification and by posting a notice of its intent to initiate discussions at the Transportation Department. Notification must be provided by June 1, 2026; otherwise, the terms and provisions hereof will remain in effect through June 30, 2027.

ARTICLE II

COMPENSATION

Employee shall be paid according to a schedule approved annually by the District. Pay experience shall be considered the total amount of full time service credited to a bus driver.

ARTICLE III

WORK RULES

The District may establish work rules not inconsistent with the terms of this agreement. In the event work rules inconsistent with this agreement are required by application of federal or state laws or regulations, such laws and regulations shall supersede and control the terms and provisions of this agreement inconsistent therewith.

ARTICLE IV
EMPLOYER RIGHTS- WORK TIME- SCHEDULING-PAY RATES

SECTION 1. EMPLOYER RIGHTS

The District reserves the right to assign Employee, consistent with this agreement, to work as needed; to schedule hours of work, to transfer, suspend, or non-renew the agreement of Employee, if less than four (4) years continuous active service, to discipline and to discharge employee for just and proper cause; to lay off Employee or relieve Employee from duty for lack of work, or for other legitimate reasons as recognized by applicable law or administrative regulation. Any rights, power, or authority the District had prior to the execution of this agreement pursuant to state or federal agency is retained by the District.

Except as limited by the provisions of this agreement, law, regulations and code, the District does hereby have and retain, solely, and exclusively, all managerial rights and responsibilities which shall include, but not be limited to, the right to determine the policies of the District; to establish, amend or modify an overall budget; to establish, change, combine or abolish job classifications or the job content of any classification; to discipline employees for just cause or other legitimate reasons. To hire and promote employees; expand, reduce, alter combine, or cease any job operation or service; to control and regulate the use of machinery, equipment, and other property of the District; to introduce new or improved research, development, and services; to determine the number and types of employment required and to assign work to such employees in accordance with the operation needs of the District; and direct work force.

SECTION 2. WORK DAY AND WORK WEEK

The District has the right to determine the time and place commencement of work and the end of the work day for all work performed in the Transportation Department. Employee's usual workday shall be considered as five (5) hours and qualify them for full-time employment status as provided by the Employers policy #03.2. The usual work week for Employees shall consist of twenty five (25) hours of work. The provision shall not be construed as a limitation on the scheduling of work or the hours an Employee may be required to work during any particular workday or week. Scheduling shall be in accordance with Article VIII of this agreement where applicable.

SECTION 3. OVERTIME

- (a) All work performed by Employee after forty (40) hours per week shall be considered overtime and paid at the rate of one and one-half (1 1/2) times the bus driver's regular hourly rate.
- (b) Bus drivers shall not work overtime unless specifically assigned to do so or unless prior authorization has been received from the Superintendent or his designee. Notwithstanding any provision of this agreement to the contrary, the District shall have the right to schedule work and rotate the assignment of qualified bus drivers for all school trips and extra bus runs in such a manner as to either eliminate or minimize bus driver overtime. The rotation of assignments shall be in accordance with the overtime equalization provisions as set out in subsection (c) below.
- (c) The purpose of overtime equalization is to ensure that the payment of overtime for school trips is managed at minimum cost to the District consistent with the protection of bus driver work experience. When the assignment of a school trip would result in overtime for the most experienced bus driver, the assignment shall be made to the next

most experienced bus driver eligible for the trip. This overtime equalization procedure shall apply in a forty (40) hour work week but the work hours of all bus drivers shall be balanced to the extent possible by the end of the pay period. When overtime is required within a pay period the most experienced bus driver shall receive the assignment.

- (d) In the event of an unexpected contingency beyond the control of a bus driver which results in employee overtime, the driver shall receive overtime pay at the rate of one and one-half (1 1/2) times the regular hourly rate and the overtime equalization procedure referred to in subsection (c) above shall not apply.

SECTION 4. TRAVEL TIME AND MEALS

- (a) Bus drivers assigned to overnight school trips shall be guaranteed a minimum of paid work time on a sliding scale based in part on the pay grades on the District's classified salary schedule for bus drivers. The sliding scale is attached to this agreement as "Appendix 1." In the event a bus driver actually works in excess of five (5) hours on the second work day and successive work days thereafter, while assigned to an overnight school trip, the bus driver will be paid at his or her regular hourly rate as established by the District's classified salary schedule applicable to bus drivers and the sliding scale utilized for the purpose of establishing a guaranteed minimum payment will not apply. The minimum guaranteed rate will include thirty (30) minutes of daily "walkaround" inspection and waiting time. Time spent for meals shall not be paid time.
- (b) Bus drivers shall be guaranteed minimum hours for various extra-curricular school trips other than overnight school trips according to the schedule attached hereto as "Appendix 2."

SECTION 5. WAGE RATES BASED ON LENGTH OF SERVICE

Bus drivers shall be paid wages according to the schedule attached hereto as "Appendix 3."

SECTION 6. PAID TIME-SCHOOL CANCELLATION

Should school be cancelled after 6:00 A.M. and the bus driver is operating a school bus within his or her bus route, such driver shall be paid for one (1) hour. For purposes of Section 6, operating a school bus within his or her bus route shall be defined as beginning with the first passenger pick-up.

ARTICLE V

EMPLOYEE BENEFITS

SECTION 1. HOLIDAYS

There shall be four (4) guaranteed paid holidays per school year. These holidays shall be designated by the School District Calendar Committee and the Board adopted school calendar. Bus drivers shall be advised of the designated holidays.

SECTION 2. SICK LEAVE

Each full-time bus driver shall be entitled to eleven (11) days of sick leave. Sick leave not taken during the school year shall accumulate without limitation.

Upon return to work, a bus driver claiming sick leave must *file* a personal affidavit or a certificate of a physician stating that the bus driver was or that the bus driver was absent to attend a member of the immediate family who was ill.

Sickness, for purposes of sick leave, shall mean personal illness, including illness or temporary disabilities arising from pregnancy.

SECTION 3. PERSONAL LEAVE

Bus Drivers shall be entitled to three (3) days of personal leave with pay each year. Bus drivers employed for less than a full school year shall receive a pro rata part of the authorized leave days calculated to the nearest one-half (1/2) day. Bus drivers shall receive prior approval from the Director of Transportation before taking a personal day but shall not be required to state any reason for taking personal leave.

The Floyd County Board of Education has adopted a formal published policy (Policy #03.2231) which requires that no more than five (5%) percent of a school's classified employees take personal leave on a given day. In like manner, no more than five (5%) percent of the force of bus drivers may take personal leave on any given day. Personal leave shall not be taken on the last work day before a vacation or holiday or on the first day of work following a vacation or holiday, or taken during the first or last week of the school year.

SECTION 4. JURY LEAVE

A bus driver who serves on a jury in a duly constituted local, state, or federal court shall be granted leave with full compensation, less any compensation received as jury pay (except expense monies), for the period of actual jury service.

Bus drivers who will be absent from work to serve on juries must provide twenty-four (24) hours advance notice to the Director of Transportation.

SECTION 5. NO DUPLICATION OF BENEFITS

A combination of two (2) or more employment positions with the District shall not entitle an employee, including bus drivers, to benefits any greater in number or value than those available for one (1) full-time employment position as set out in Board of Education Policy #03.1 and #03.2.

ARTICLE VI

WORK EXPERIENCE

SECTION 1. WORK EXPERIENCE RECOGNITION

- (a) The purpose of the work experience provisions of this Article is to maximize job security and opportunity for bus drivers based upon length of continuous service while giving full consideration and recognition to efficient operations. District and Employee each recognize that in the administration of this Article the Intent will be that consideration shall be given to a bus driver's work experience.
- (b) Work experience, which differs from the total experience used for pay purposes as defined in Article II, shall be determined from the last date of hire by the District as a full-time bus driver.
- (c) In the event an established bus route is eliminated, the bus driver adversely affected shall displace a bus driver with less work experience and the bus driver displaced shall be assigned to another established route within the area served by the high school area within which the eliminated route was located. Any bus driver who is, in turn, displaced by a bus driver with more work experience shall in like manner displace a bus driver with less work experience who shall then be reassigned. If a displaced bus driver does not have sufficient work experience to be reassigned on a high school area basis, he or she shall be reassigned, work experience permitting, on a school districtwide basis. In the event an eliminated route is re-established, the bus driver laid off from such eliminated route shall be automatically reassigned to the re-established route, if he or she desires.
- (d) The assignment of a bus driver to a route shall be done after the displaced driver has had the opportunity to displace or bump another experienced driver.

SECTION 2. LOSS OF WORK EXPERIENCE

Loss of work experience shall occur when a bus driver:

- (a) Voluntarily terminates his or her employment relationship with the District;
- (b) Is discharged for just or proper cause and not reinstated;
- (c) Is laid off and refuses recall as provided hereafter in Article VII
- (d) Or, retires.

SECTION 3. ASSIGNMENT OF SCHOOL TRIPS AND EXTRA BUS RUNS

- (a) All school trips shall be rotated equally among drivers and drivers' assistants of a high school area by assigning drivers and drivers assistants with the most seniority as defined by Article VII (a) of this agreement first and rotating down the list in order of seniority. To keep track of the equal rotation procedure, the District shall maintain a cumulative trip list which includes the date and time the trip request is received. The list shall be emailed to all employees and posted on the billboard at the Department of Transportation in the common area.

- (b) A separate list for all extra bus runs shall be kept. Assignments shall be made to the driver and drivers assistant with the most seniority by rotating down the seniority list as defined in Article 8 (a) of this agreement. No driver or driver's assistant may switch runs with another driver or driver's assistant without prior consent of the Director of Transportation. Extra bus runs for the purpose of this agreement shall refer to the following routes: Area Technology Center, School of Innovation/Renaissance Learning Center, Mid-day trips, all special needs runs.
- (c) If the employer is unable to fill a trip in a high school area, the employer will rotate the trip through the other two (2) high school areas on a rotating basis.
- (d) If a trip turns into a "Drop Off", after the driver and driver assistant agreed to take the trip, they shall be compensated for the number of hours originally quoted for the trip.
- (e) Any bus driver who is assigned any extra bus run or school trip but who thereafter, except for approved FMLA, jury duty, two (2) personal days or sick leave validated by the Director of Transportation, refuses or otherwise fails to drive the bus on such extra bus run or school trip on two (2) occasions in any calendar month shall be removed from the rotation list for a period of not less than fifteen (15) calendar days.
- (f) Any bus route that has been assigned on a pro-rated, yearly basis will not be part of the daily rotation list of extra runs. (Example-vocational runs)
- (g) If a school trip is cancelled, drivers shall be notified. Documentation shall be kept regarding the notification. If the pre-trip inspection has begun and for some reason the trip is abruptly canceled, the driver will receive pay for one (1) hour or for their actual hours worked at their regular hourly rate of pay, whichever is greater. The driver will receive the next available trip from the rotation list, that does not conflict with any trip scheduled prior to the make-up trip offered. In the event of a trip cancellation, a driver shall be notified by the school or Transportation Department that the trip has been cancelled at least one hour before the scheduled departure time listed on SchoolDude. In conclusion, drivers will be paid if they work.

(h) High school areas for the purposes of this Agreement shall be designated as follows:

- (1) Prestonsburg
- (2) Betsy Layne
- (3) Floyd Central*

*Floyd Central Drivers and Drivers Assistants will be divided into Left Beaver and Right Beaver areas for the purpose of assigning school trips.

- (i) The District, in order to equalize work between bus drivers and to manage its workforce in a productive and efficient manner, shall have the right to adjust and alter the rotation schedule for extra bus runs and school trips so as to eliminate or minimize the payment of overtime wages. Once a bus driver has worked or if assigned a trip that if worked will cause that bus driver to exceed more than forty (40) hours during any work week, the Director of Transportation may pass over such bus driver or bus drivers in assigning extra bus runs and school trips for the remainder of the applicable work week as provided in Article IV, Section 3

ARTICLE VII

SENIORITY AND REDUCTION IN FORCE

Bus drivers who have not completed four (4) years of continuous active service with the District shall have **no right of recall after layoff**.

- (a) Definition of Seniority: Seniority shall be defined as the actual length of an employee's continuous and regular service from his/her date of hire.
- (b) Work experience, which differs from the seniority is used for pay purposes, and shall be determined from the last date of hire by the District.
- (c) Employee is defined as one who has been regularly and continuously employed with the District and who has completed his or her probationary period.
- (d) In the event of recall, employees shall be recalled in inverse order of the reduction in force. If an employee is recalled and offered a position and refuse, they shall lose all seniority/recall rights. No new employee shall be hired if there are employees subject to recall.
- (e) Employees who are reduced shall immediately notify the District in writing of any address changes. An employee being recalled from a reduction in force shall be notified by certified or registered mail to the employee's current address on file with the District. It shall be the employee's responsibility to supply the District with his/her current address.
- (f) In the event an established bus route is eliminated, the bus driver and driver's assistant adversely affected shall displace a bus driver and drivers assistant with less seniority. Any bus driver or driver's assistant who is, in turn, displaced by a bus driver or drivers assistant with more seniority shall in like manner displace a bus driver or driver's assistant with less seniority who shall then be reassigned. In the event an eliminated route or extra run is re-established, the bus driver and driver's assistant displaced from such a route shall be automatically reassigned to the re-established route, if he or she desires.
- (g) The District shall maintain a listing of drivers and drivers assistants in order of their seniority and shall update the list quarterly. The seniority listing may be submitted electronically.
- (h) In the event of a tie in a seniority, the tie shall be broken by using the employee's date of birth with the more senior birthdate prevailing.
- (g) An employee shall lose seniority and be terminated when the employee:
 - 1. Voluntarily quits
 - 2. Is discharged for cause
 - 3. Retires
 - 4. Fails to return from a layoff.
 - 5. Fails to return from a leave of absence.
 - 6 Moves to another position in the Transportation Department.

ARTICLE VIII

GRIEVANCE PROCEDURE

The grievance procedures applicable to this agreement shall be those procedures applicable to all classified employees as provided for in the District's Policy and Procedures Manual. A copy of the Policies and Procedures Manual is maintained in the Transportation Department, at the Superintendent's Office, in each school in the district and on the district website.

ARTICLE IX

CUSTOMS AND PRACTICES

Presently existing customs and practices which are not specifically covered by a provision of this agreement and which are not in conflict with its provisions shall remain in effect during the term of this agreement.

ARTICLE X

MISCELLANEOUS PROVISIONS INCLUDING LICENSING REIMBURSEMENT

- (a) As a condition of initial employment and of continued employment, bus drivers are required to obtain and maintain at all times a commercial driver's license. The District shall pay the cost of required licensure and licensure tests required to obtain and maintain a Commercial Driver's License and required state, federal, and Kentucky Department of Education Endorsements.
- (b) The District shall pay the cost of the required medical tests and medical examination when they are obtained through the services designated by and required by the District

When, in the opinion of the Superintendent, evidence exists that a bus driver may no longer be able to perform satisfactorily the assigned job duties because of health problems or when the bus driver may pose a health threat to students or others, the Superintendent may require the employee to provide evidence of fitness in the form of an examination and report by a physician or physicians of the Superintendent's choosing. The District shall bear the cost of such examination or examinations.

Bus driver shall be subject to random drug testing. Bus drivers shall be subject to official Board Policies concerning DRUG-FREE/ALCOHOL-FREE SCHOOLS and District Policy #03.2327 which prohibits the use of any tobacco product in any building or vehicle owned or operated by the District. Bus drivers who are subjected to physical examination or drug testing shall be paid for one (1) hour's compensable time.

- (c) When Employees are to use, wear, maintain required safety equipment and protective devices as required by the District necessary to meet recognized safety standards, all safety equipment shall be provided by the District.
- (d) Infectious clean-up kits will be included on all school buses.
- (e) The District shall provide notary services without charge to employees required to submit personal affidavits for leaves and other required reasons.
- (f) Employees shall be compensated for required training.

- (g) If an employee leaves employment with District within their first twelve (12) months of employment the District may take the (a),(b), and (c) of Article X out of the employee's last payroll as allowed by KRS 337.060.
- (h) Bus drivers shall complete bus conduct reports and deliver the reports to the school principal without delay so that appropriate remedial action may be taken for the safety of the students being transported.
- (i) Bus driver trip sheets for all trips shall be submitted to the Transportation Office. Time sheets must be submitted no later than the first (1) day of each month to receive payment by the middle of the current month and no later than the sixteenth ^(16th) day of each month to receive payment by the end of the current month.
- (j) Bus drivers shall sweep or otherwise clean the inside of the bus as needed and keep all lights, windows, mirrors, and safety signals clean at all times. The District shall furnish bus cleaning equipment and cleaning materials.

Dated: _____

By:

Superintendent's Signature
Floyd County School District

Bus Driver Signature

Bus Driver Social Security Number