

ARTICLE I

PREAMBLE

This agreement between the Kenton County Education Association and the Kenton County Board of Education incorporates a number of understandings which derive from the parties' beliefs that each student is entitled to an education of the highest quality and that the attainment of this objective is dependent, in part, upon the quality and morale of the teachers.

The Board is elected by the qualified electors of the School District as the governing body of the School District, and, as such, possesses all powers delegated to a board of education or to a school district by the Constitution and Statutes of the State of Kentucky, and Kentucky Administrative Regulations, together with the responsibilities and duties imposed thereby.

ARTICLE II

RECOGNITION

2.1 **Negotiating Agent** - The Board recognizes the Kenton County Education Association as an official negotiating agent for regularly employed certificated personnel and those holding a statement of eligibility for provisional certification in the following bargaining unit:

All regularly employed certificated personnel in the Kenton County School District, Kenton County, Kentucky except for:

Superintendent;
Chief Academic Officer
Chief Operating Officer
Assistant Superintendents;
Executive Directors;
Directors;
Assistant Directors;
School Psychologists;
Counselors;
Principals;
Assistant Principals;
Associate Principals;
Coordinators;
Consultants;
Non-certificated employees;
*Part-time employees;

Employees holding positions for which certification is not required.

*Part-time employees are covered in all areas of the contract unless prohibited by KRS.

- 2.2 **Official Rights** - The Board agrees that the Association is the official negotiating agent with the Board. The Board agrees to negotiate with the Association on all items as defined in Article IV, Section 1, unless otherwise provided for in this agreement or unless mutually agreed to by the parties during the term of this agreement.

It is understood that this agreement does not restrict the right of any individual or group to come before the Board to speak on any subject he, she, or the group desires.

ARTICLE III

DEFINITIONS

As used in this contract:

- 3.1 **'Abuse'** (KRS. 161.190) - whenever a teacher or school administrator 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 or school administrator 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.
- 3.2 **'Association'** - the Kenton County Education Association, the school employee organization which has been certified or recognized as an official negotiating agent of said certificated school employees, or the person(s) duly authorized to act on behalf of such association.
- 3.3 **'Board'** - the Board of Education of the Kenton County School District and any person(s) authorized to act for said body in dealing with its employees.
- 3.4 **'Certified Administrator'** - a certified staff person who devotes the majority of employed time in a position for which administration certification is required by the Education Professional Standards Board.
- 3.5 **'Committee'** - a group that convenes to perform some service or function; or discuss or report on a topic that affects the working conditions and/or job duties of teachers.
- 3.6 **'Continuing Service Contract'** - a contract for the employment of a teacher which shall remain in full force and effect until the teacher resigns, retires or is terminated or suspended.
- 3.7 **'Emergency Leave'** - a sudden, unexpected happening; unforeseen occasion or condition that the superintendent deems unresolvable during the school day.
- 3.8 **'Grievant'** - the teacher(s) directly affected by the alleged violation, making the complaint.
- 3.9 **'Informal Counseling'** - bringing an issue to the attention of an employee. May be documented in writing in the teacher file.

- 3.10 **'Involuntary Transfer'** - any transfer not initiated by the teacher.
- 3.11 **'Just Cause'** (KRS 161.790) - conduct determined to be detrimental to the educational progress in the district, based on findings of an investigation.
- 3.12 **'Letter of Concern'** - a letter that outlines specific concerns with actions of the employee and recommendation for corrections of those actions.
- 3.13 **'Limited Contract'** - a contract for employment of a teacher for a term of one year only or for that portion of the school year that remains as the time of employment. Generally this is the term used for contracts before tenure.
- 3.13 **'Members or membership'** - only those certified persons belonging to the Association.
- 3.15 **'One-Year Contract'** - a contract issued for one school year only or for that portion of the school year that remains with no assurance of re-employment. This is not the same as a "Limited Contract".
- 3.16 **'Progressive discipline'** - a graduated use of increasingly more severe forms of discipline in response to each successive infraction.
- 3.17 **'Promotion'** - positions that provide a salary differential as approved by the Board, excluding those positions listed in Article 2.1. Supplementary assignments are not considered promotions.
- 3.18 **'Public Reprimand'** - a formal, written reprimand issued by Superintendent and reported to the Board of Education.
- 3.19 **'Regular School Day'** – a day in which students are in attendance.
- 3.20 **'Reprisal'** - an act or instance of retaliation in any form.
- 3.21 **'School district'** - the Kenton County School District of the County of Kenton of the Commonwealth of Kentucky.
- 3.22 **'Sealed Private Reprimand'** - any formal, written reprimand issued by the Superintendent and not reported to the Board of Education.
- 3.23 **'Seniority'** - determined, in order, by the following criteria:
1.) First compensable day of full time employment.
2.) Date of employment notification letter from Superintendent.
- 3.24 **'Suspension'** - not permitting someone to work as a form of progressive discipline; may be with or without pay.

- 3.25 **'Teacher(s)'** means a certified individual, including those holding a statement of eligibility for provisional certification, who has been assigned responsibility for student learning in a subject or course.
- 3.26 **'Teacher Day'** - Teachers are expected to be at school approximately twenty (20) minutes before the normal starting time of each individual school and remain approximately twenty (20) minutes after the end of classes. These times will be maintained at a maximum of forty (40) minutes total. The twenty (20) minutes before and after school could be flexible with mutual agreement between the principal and teacher.
- 3.27 **'Tenure'** - four years of a continuing service contract plus one day.
- 3.28 **"Termination"** - the firing or dismissing someone from a job.
- 3.29 **Total Association Grievance**- a grievance has been filed by the executive Board of the Association.
- 3.30 **Transfer** - movement of a currently employed teacher from one job site to another.
- 3.31 **Vacancy** - any certified position, as declared by the Superintendent, that is created by the retirement, resignation, termination, non-renewal, transfer, or death of a certified staff member, or a new position created in the district for which certification is required.
- 3.32 **'Verbal Reprimand'** - any spoken corrective action to ensure a behavior does not happen again. May be documented in writing in the teacher file.
- 3.33 **Voluntary Transfer** - any transfer initiated by the teacher.
- 3.34 **'Written Reprimand'** - any written corrective action to ensure a behavior does not happen again. May be documented in the teacher file.

ARTICLE IV

NEGOTIATIONS PROCEDURES

- 4.1 **Negotiable Items** - The parties agree that their duly designated representatives shall negotiate in good faith with respect to salary, fringe benefits, working conditions, school calendar, and such other items as may be mutually agreed upon by the respective parties. Each party shall select its own representatives.

Good faith requires, among other things, that the Board and the Association be willing to react to each other's proposals in the same fashion as the proposals are submitted by either party. Good faith is also determined by the totality of the relationship between the teams. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Neither party shall be compelled to agree to a proposal, nor is either party required to make a concession.

- 4.2 **Power to Negotiate** - Both parties shall confer upon their respective representative(s) the necessary power and authority to make proposals, consider proposals, make counter-proposals in the course of negotiations, and to reach tentative agreements.
- 4.3 **Closed Sessions** - All negotiating meetings shall be closed.
- 4.4 **Meeting Dates** - Unless other mutually acceptable arrangements are made by the parties, the date, time, place, and agenda of the next meeting shall be established through mutual consent before adjournment of any meeting.
- 4.5 **Tentative Agreements** - All tentative agreements shall be written, signed, and dated by a designated person from each team at the meeting at which the tentative agreement is reached. Signed and dated copies shall be given to each negotiating team.
- 4.6 **Final Approval** - When the Association's representatives and the Board's representatives reach tentative agreement on all matters being negotiated, the items will be compiled and shall be submitted to the teachers who are members for ratification and to the Board for official approval.

The Association agrees to consider ratification no later than ten (10) working days following tentative agreement. The Board agrees to consider official approval at the next regularly scheduled Board meeting following Association ratification.

- 4.7 **Impasse** - If agreement is not reached within forty (40) days of the commencement of negotiations, either party may declare to the other in writing that an impasse exists and call for mediation.
- 4.8 **Mediation** - When an impasse has been declared by either party to negotiations, the Federal Mediation and Conciliation Service (provided by the Federal Government at no charge) shall be requested to appoint a mediator from its staff. The mediator shall meet, as soon as possible, with the parties or their representatives or both, either jointly or separately, and shall take such steps as s/he deems appropriate to persuade the parties to resolve their differences and reach a mutually acceptable agreement. It is understood that this mediation is of an advisory nature only.
- 4.9 **Fact Finding** - If agreement is not reached through mediation, either party separately or the parties jointly may request a list of potential fact-finders from the Federal Mediation and Conciliation Service (FMCS), or the American Arbitration Association (AAA). Said list shall contain seven (7) names.

The parties shall set a meeting at a mutually agreeable time and date following receipt of the list. At said meeting, the parties shall attempt to agree upon one (1) name from the list. In the event that the parties cannot agree upon a person, they shall select the fact-finder by alternately striking names from the list. The party who shall strike the first name shall be determined by a coin flip. The last name remaining on the list after the parties have each struck an equal number of names shall be the fact-finder. If the fact-

finder chosen or selected as described herein above is unable to serve, a new list shall be requested from the FMCS or AAA, and the process of selection repeated.

The purpose of fact-finding is to give a neutral advisory opinion where the parties are unable by themselves, or through a mediator, to resolve a dispute. Where either or both parties call for fact-finding, participation shall be mandatory. The fact-finder shall make such investigation and hold such public hearings as he deems necessary in connection with any impasse, and may use evidence furnished him by the parties or by any other state agency. The conduct of any hearings and investigation shall be the responsibility of the fact-finder, and formal rule of evidence, court procedure and the like, shall not be required.

The investigation, hearing and findings of the fact-finder shall be made as expeditiously as the circumstances permit and the findings shall be in writing and delivered to the parties. After ten (10) working days from the date the recommendations have been delivered to the parties, in the event no agreement has been reached, the fact-finder shall make the findings and recommendations available to the public through news media and such other means as he deems effective.

Jurisdiction of the Fact-Finder

The fact-finder shall be empowered, except as his powers are limited below, to make an advisory recommendation, after investigation, to both parties on issues properly at impasse:

The fact-finder shall have no power to advise or make recommendations with regard to assignment, evaluation, promotion, transfer, termination, or non-renewal of specific employees.

The fact-finder shall have no power to advise or recommend change in any practice, policy or rule of the Board not negotiable under terms of the contract or not properly at impasse.

The fees and expenses of the fact-finder shall be shared equally by the Association and the Board. All other expenses shall be borne by the party incurring them.

ARTICLE V

TEACHER AND ASSOCIATION RIGHTS

- 5.1 **Contract Status** - No teacher shall be discharged, or reduced in compensation, except in compliance with Kentucky Statutes. The Kentucky Statutes can be located at the following address: www.lrc.ky.gov/law.htm
- 5.2 **Non Discrimination** - The Board shall not discriminate against any teacher for any reason of race, creed, color, marital status, age, gender, sexual orientation, national

origin, religion, political affiliation, disability, place of birth or lawful association activities.

- 5.3 **Right of Representation** - When a teacher is required to appear before an immediate supervisor, Assistant Superintendent, Deputy Superintendent or Superintendent concerning any matter which could detrimentally affect the teacher's employment, position, or salary, or has requested an evaluation appeal by the Evaluation Appeals Panel, the teacher shall be entitled to have a representative present and a KCEA member shall be entitled to have an Association representative present. Said teacher must request the representation.

It is understood that where a teacher commits an act so egregious as to warrant immediate removal from his/her workstation, suspension, termination, or dismissal, no provision of this section or agreement shall act to prevent the Superintendent from taking such action.

- 5.4 **Right to Organize** - Teachers shall have the right to organize, join and assist the Association, participate in professional negotiations with the Board, or to refrain from said actions. The Board shall not discriminate against any teacher with respect to hours, wages, and working conditions for reasons of membership or non-membership in the Association, participation or non-participation in negotiations with the Board, or the institution of any grievance, complaint or proceeding under this agreement.

- 5.5 **Personnel File** - The District shall have three (3) files only for each teacher: the primary personnel file, the medical file, and the school file. The primary personnel file and the medical file shall be kept in the Central Office. Each teacher's primary personnel file shall contain the following materials at a minimum:

- State criminal check
- National criminal check
- Teacher evaluations
- Annual contracts
- Transcripts
- Copy of identification
- Record of experience
- Application
- Retirement form
- New employment payroll information form
- Alcohol & Drug Free Workplace Policy
- Anti-Nepotism Statement
- Life Insurance Form
- Teaching certificate

Each teacher's medical file shall contain the following materials at a minimum:

- Medical examination form
- Copy of health insurance verification
- Other health insurance forms

Teacher evaluations and supporting evidence may be stored in the district approved platform. No other materials shall be kept or placed in either file without notification in writing to the teacher. Each teacher shall be shown the materials and given the opportunity to attach comments within twenty (20) days. The teacher shall initial or sign and date all material. This shall indicate only that the teacher has seen and read the material and shall not be construed as giving approval of the contents. If the certified employee refuses to initial or sign and date said materials, a notation to that effect will be affixed to the materials and both will be placed in the certified employee's primary personnel file.

Any material not shown to a teacher within twenty (20) days after its receipt or composition shall not be allowed as evidence in any grievance or disciplinary action against a teacher. All materials must be initialed or signed and dated by its originator.

	CO Personnel File	Medical File	School File	Purged 365 DAYS AFTER DATE OF SIGNATURE	Purged End of Cycle
State Criminal Check	X				
National Criminal Check	X				
Teacher Evaluations	X				
Formative Evaluation Evidence			X		X
Summative Evaluation Documents	X				
Annual Contracts	X				
Transcripts	X				
Copy of Identification	X				
Record of Experience	X				
Application	X				
Retirement Form	X				
New Employment Payroll Form	X				
Alcohol & Drug Free Workplace	X				
Anti-Nepotism Statement	X				
Life Insurance Form	X				
Teaching Certificate	X				
Copy of Health Insurance verification		X			
Other Health Insurance forms		X			
TB Tests		X			
Physicals		X			
Maternity Leave		X			
Doctor Notes for Extended Absences		X			
Informal Counseling Record of Conversation			X	X	
Letter of Concern			X	X	
Private Reprimands (sealed)	X				
Public Reprimand	X				

The school file shall be kept at the teacher's school and may contain such materials as the following: certificates, copies of previous evaluations, documentation supporting evaluation, documentation supporting disciplinary actions up to one calendar year, current growth plan and a list of absences. Contents of the school file, with the exception of certificates and copies of

previous evaluations, shall be placed in the primary personnel file no later than thirty (30) working days after the close of the evaluation cycle, except as otherwise provided by law. All completed assistance plans shall not be retained in the school file, but shall be forwarded to the personnel file. Any documentation not sent to the primary personnel file shall be purged at the end of the current school year, no later than June 30. Exceptions would be ongoing investigation documentation or an assistance plan that carried forward into the next school year. Teachers and former teachers, provided files on said former teachers are available, shall be permitted to inspect all the contents of their own personnel files kept within the district. A representative of the Association shall be permitted, at the teacher's request, to accompany the teacher in all reviews. There shall be no maximum number of times this file may be reviewed.

The Board agrees that these records are confidential and that guidelines are in place using the Records Retention Schedule from State Archives and Records Commission to ensure confidentiality as required through KRS 171.410-740.

Transcripts, birth certificates, teaching certificates, and medical records shall become the property of the teacher upon leaving the system. Copies of all other items will be made available upon request.

- 5.6 **Dues Deduction** - The Board shall deduct from each teacher's pay the current dues for NEA, KEA, KCEA, NEA-PAC, and KEPAC, if applicable, provided that the Board has a teacher's signed authorization for continuing dues deductions. The amount of the deductions shall be certified by the Association annually. The authorization remains in effect from year to year, except that the teacher may revoke it by written notice to the Association President and the Board's designee.

Central Office shall distribute KCEA enrollment forms in the new teacher packet.

All dues deducted by the Board shall be remitted to the Kentucky Education Association no later than (10) business days after the end of the month that such deductions are withheld. It is understood that full payment of dues shall be remitted monthly to the Kentucky Education Association. The Association agrees to indemnify and hold the Board harmless against any and all claims or other forms of liability that may arise out of or by reason of action taken or not taken in good faith by the Board in reliance upon signed authorization cards or forms furnished to the Board by the Association for purpose of payroll deduction of dues.

- 5.7 **Credit Union Deductions** - Credit Union deductions shall be forwarded to the Credit Union no later than ten (10) working days after each pay period. Authorization for all Credit Union deductions must be signed by the teacher.

- 5.8 **Annuity Deduction** - Annuity deductions shall be forwarded in conjunction with bi-weekly payroll no later than ten (10) days after receipt of billing.

- 5.9 **Payroll Authorization Deductions** - All payroll deductions shall have signed authorization by the teacher involved, except those mandated by law, such as, but not limited to, Federal, State, and Local Income Tax, and Retirement.

- 5.10 **Board Agenda** - The Association shall, upon request, be placed on the agenda of each regular meeting. The Association President will be informed of any special-called meeting. Any agendas, addendums and minutes shall be provided electronically or in print to the KCEA President, when prepared.
- 5.11 **Board Meeting Minutes** - One (1) copy of all official Board minutes shall be emailed to the Association President as soon as it has been prepared.
- 5.12 **Rights of the Association** - The Association shall be granted or provided, upon request, the following within five (5) working school/business days:
- a. The use of the school building for meetings. Arrangements are to be made with the building principal for small group meetings or with the Superintendent if the meeting involves the whole Association.
 - b. The use of the teachers' mail boxes, inter-school mail, and school bulletin boards and other telecommunications (e.g. e-mail) for the purpose of internal communication.
 - c. The organizational right to participate in the initial system orientation of new teachers.
 - d. The Kenton County Staff Directory including the names, addresses and school assignments of all members in the bargaining unit by October 30, to be used only for Association business.
 - e. The right to speak at all regular or special meetings of the Board, under the procedures relating to delegations found in Board policy.
 - f. The right to become a part of any group or committee organized or instituted by the Board of Education, Superintendent or Superintendent designee that
 - 1) convenes to perform some service or function of matters pertinent to the working conditions and/or job duties of teachers
 - OR
 - 2) convenes to discuss or report on a topic that affects the working conditions and/or job duties of teachers.

The Association shall be notified within ten (10) working days when any such group is to be organized or instituted. The KCEA President shall appoint the association representatives to all such groups.
 - g. The right to use school equipment on school property when not engaged in school business. This does not include supplies. Use shall be restricted to Association business only.
 - h. The District Seniority List by October 30.
- 5.13 **Contract Distribution** - Following ratification and approval of the contract, copies of this agreement shall be electronically sent by the Board to all certified employees and posted on the Association website. Upon written request, a member may receive a printed copy from the building representative at his/her work site.

- 5.14 **Association School Representative** -The Association's school representative shall, upon request, be on the agenda of each faculty meeting.
- 5.15 **Individual Rights** - The private life of a teacher is not within the appropriate concern or attention of the Board unless it affects the teacher's professional responsibility as set forth in KRS 161.120 and 704 KAR 20.585.
- 5.16 **Complaint Procedure** - The teacher shall be notified of complaints concerning him/her within five (5) working days. If the appropriate administrator determines that the complaint is of significant importance to require action, a good faith effort will be made to resolve the complaint informally through the teacher. If the complaint is not resolved at this level, the following sequence of conferences shall be used:
- 1) Complainant, teacher & administrator
 - 2) Complainant, teacher & Superintendent or designee
 - 3) Complainant, teacher & Superintendent

The teacher shall be entitled to have a representative present, and a KCEA member shall be entitled to have an Association representative present at all steps as described above.

It is recognized that neither the Association nor the Superintendent can require a complainant to attend such conferences, or participate in such procedures as are set forth in this section.

- 5.17 **Petitions** - No petitions shall be circulated during school hours among employees of the Kenton County Schools.
- 5.18 **Distribution of Board Policies** - New adoptions or changes in Board Policy shall be available on the district website or a printed copy will be provided upon request within fifteen (15) working days of the adoption or change. Board Policy Manuals shall be made available for school employee use on the district website.
- The President of the Association shall receive notification of any new Board Policy adoptions or changes within three (3) working days of the adoption by the Board of Education through the board agenda and attachments.
- 5.19 **Employment Verification** - Upon written request from a teacher, the Superintendent or designee shall supply a letter verifying a teacher's employment history with the Kenton County School District to a prospective employer.
- 5.20 **Board Policy Waivers** - In accordance with 704 KAR 7:110 Section 2(5), all school council requests for waiver of Board policy which deal with the teacher's contract shall be submitted to the KCEA President by the Superintendent prior to Board consideration.

The KCEA President shall submit a written response to the Superintendent within ten (10) calendar days.

5.21 **New Hire Orientation Meetings** - The Association shall be provided the dates of new hire orientation at least five (5) days prior to each scheduled meeting.

5.22 **New Teacher Trainings** - The Association shall be granted permission to speak in person at new teacher trainings. The date(s) of any new teacher trainings shall be given to the Association at least fifteen (15) days prior to each training session.

ARTICLE VI

LEAVES

6.1 **Sick Leave** - A total of not less than ten (10) days of sick leave shall be granted annually to each teacher on the first day of his/her employment year, as specified in KRS 161.155.

The total unused portion of the annual sick leave shall be permitted to accumulate indefinitely. For an individual who becomes a member of the Teachers' Retirement System on or after July 1, 2008, the maximum amount of unused accumulated sick leave that may be considered for addition to the member's retirement account for purposes of determining the retirement allowance under KRS 161.620 shall not exceed three hundred (300) days.

Sick leave days accumulated by a teacher prior to an unpaid leave of absence shall be credited to the teacher upon return.

Annual and accumulated sick leave days may be used at the discretion of the teacher for the following reasons:

- personal illness of the teacher;
- any days lost from work due to pregnancy, miscarriage, childbirth, recovery, pre-term delivery or complication therefrom;
- illness in the immediate family. "Immediate family" shall mean the teacher's spouse, children including stepchildren, grandchildren, daughter-in law, son-in law, brothers and sisters, parents and spouse's parents, grandparents, and spouse's grandparents, without reference to the location or residence of said relative, and any other blood relative who resides in the teacher's home.
- Teachers shall be given an accounting of accumulated sick leave following request to the appropriate administrative office, and shall be given an accounting at the beginning of each school year.
- Teachers on extended employment shall be eligible to use sick, personal, or emergency leave on the same basis as it is used during the regular school year.

A teacher may use up to forty-five (45) days of sick leave immediately following the birth or adoption of a child or children. Additional days may be used when the need is verified by a physician's statement.

A teacher's reason for sick leave shall be kept confidential. Nothing contained in this provision will be construed to preclude the Board from disclosing the subject information upon subpoena or providing same for official purposes to the Board's attorney.

6.2 **Emergency Leave** – An emergency is a sudden, unexpected happening; an unforeseen occasion or condition that the superintendent deems as unresolvable outside of the school day. Each teacher shall be given three (3) days of emergency leave with pay annually. Emergency leave shall include:

- legal matters which cannot be transacted outside school hours and which require a court-ordered appearance. If a person is found guilty, s/he shall not be paid).
- death of relatives or close personal friends.
- emergency situations resulting from natural disasters (tornado, flood, etc.) or other damage to personal property requiring immediate attention or action.
- such other reasons of extraordinary nature as approved by the Superintendent.

The Board may allow employees to use up to three (3) days sick leave per school year, in addition to emergency leave, for emergency leave purposes pursuant to KRS 161.152 and consistent with the above provisions.

Emergency leave must be requested through the employee's immediate supervisor.

Unused emergency leave days will not accumulate from year to year.

6.3 **Personal Leave** - Each teacher shall be credited three (3) days per year of personal leave. Personal leave shall be given upon three (3) days prior notification to the building principal. In the event of an immediate need, personal leave may be granted by the principal without three (3) days prior notification. Said leave shall be given based on date of written notification. Personal leave shall be used at the teacher's discretion. Any unused personal leave days shall be transferred to the teacher's sick leave accumulation. No more than the following number of teachers in any building shall be given personal leave on any given day:

Faculty # Range	Allowable # Teachers for Personal Leave
1 to 14	1
15 to 24	2

25 to 34	3
35 to 44	4
45 to 54	5
55 or more	6

Immediately before and immediately after officially scheduled school closings, and during state tournaments, the following limits shall apply:

Faculty # Range	Allowable # Teachers for Personal Leave
1 to 24	1
25 to 44	2
45 or more	3

- 6.4 **Maternity Leave** - A teacher who is pregnant shall be entitled, upon written request, to a leave of absence without pay for a maximum of two years (the full or remainder of the current year - plus a second year), part of which may be attributed to sick leave under provisions set forth in Section 6.1. In the event the teacher elects to use sick leave, she must provide a physician's statement to the Office of the Superintendent for any paid leave of more than five (5) consecutive days. Maternity leave shall begin and end at such time as is determined by the teacher and her physician. A new application for a leave of absence must be made at the end of the first year if the second year is requested. No teacher shall be required as a result of maternity to take leave for periods longer than one semester.

After determination that such leave is imminent, and that paid leave is desired by the teacher, the teacher shall give timely notice to the Office of the Superintendent, in writing, of the anticipated date of return. If sick leave and sick leave accumulation is exhausted during the teacher's period of disability, she may request leave without pay for the remainder of the period of disability. If the teacher desires to continue her duty assignment prior to the commencement of said leave under this provision, such notice must include a written statement from her physician attesting to the teacher's ability to continue performing the full schedule of the duties and responsibilities of her position and assignments.

The teacher will be permitted to continue on full active duty until such date provided she does perform the full duties and responsibilities of her position and assignments. If there is a question as to the teacher's ability to perform the duties and responsibilities, a written statement from her physician attesting to the teacher's ability may be requested by the Superintendent.

In all cases where a teacher has been granted any leave for maternity/childbirth, she may not return to work until a statement from her physician has been presented to the Office of the Superintendent which certifies that the teacher is physically able to return to work.

- 6.5 **Maternity/Paternity/Adoption Leave** – A teacher shall be entitled to, upon written request, a leave of absence without pay for a maximum of two years (the full or remainder of the current year - plus a second year). An employee may use up to 45 days paid sick leave immediately following the birth or adoption of a child.
- 6.6 **Court Leave** - The Board will compensate a teacher subpoenaed as a witness in a non-school related suit or procedure; subpoenaed to testify in court in any suit arising out of the performance of the duties for, or employment with, the school district; or subpoenaed to testify before a judicial or legislative body legally empowered to issue said subpoena in a matter arising out of the performance of the duties for, or employment with the school district, for the number of days mandated to perform such obligation, provided that (1) in the event said teacher is the plaintiff in a suit or judicial, legislative, or administrative procedure against said school district or Board, or (2) in the event said teacher is the defendant in a suit or judicial, legislative, or administrative procedure brought by said school district or Board, said compensation shall not be paid to said teacher.
- During the period of required absence for such mandated duty as noted above, the teacher shall be paid full regular salary, provided the total amount per diem allowance earned by said teacher, if any, is remitted by the teacher to the school district.
- 6.7 **Jury Duty Leave** - When a teacher is subpoenaed for jury service, the Board shall pay the salary of the teacher. The teacher will, in turn, remit any compensation for jury service to the Board. Per Diem allowance for expenses is considered separate and apart from compensation for jury service.
- 6.8 **Leave for Summer School** - Teachers who request summer school leave, without pay, for a period not to exceed ten (10) working days may be granted such leave at the beginning or at the end of the year, as may be required, to attend summer school classes and/or travel to the place where classes are to be held. Written request for this leave shall be provided to the Superintendent twenty (20) days in advance of the intended date of leave, and approval shall not be unreasonably withheld. District and school level administrators will work with the teacher and the local institution in a reasonable and practical manner to try to accommodate the teacher's schedule when graduate classes conflict with the work schedule.
- 6.9 **Study or Travel Leave** - The Board may grant to a teacher, upon written application, a leave of absence without pay for up to one (1) year for the purpose of study or educational travel.
- 6.10 **Political Leave** - An unpaid leave of absence may be granted to any teacher upon application for the purpose of campaigning for, or serving in, public office. Denial of

leave under this provision shall require that the Superintendent provide the reasons for denial in writing to the applicant.

- 6.11 **Association Leave** – The Board shall grant the Association a total of 140 days of leave for the duration of the contract, with pay, to conduct necessary business with the approval of the association president.

All Association Leave shall be reported as an absence in the substitute placement and absence management system.

- 6.12 **Professional Leave** - Upon securing the approval of the Board, teachers may be granted paid leave days to attend workshops or other activities, which contribute to the overall effectiveness of the instructional program.

- 6.13 **Paid Leave Documentation** - All paid leave days shall be reported through the district provided substitute placement and absence management system. After five (5) consecutive days of illness, a doctor's statement may be required. Upon request, a printout of all documented absences shall be given to the teacher.

- 6.14 **Return from Leave** - When a teacher returns from unpaid leave, he/she shall be placed, wherever possible, in the teaching field and school where he/she taught before the leave. The returning teacher shall also return at the same contract status. Teachers on annual leaves must notify the Superintendent by April 1 of: (1) their intention to return in the fall, (2) their desire to resign, or (3) their wish to extend their leaves for another year. This extension may or may not be granted.

When a returning teacher is placed in a field or school other than that which was held prior to said leave, he/she shall be given first consideration when a vacancy occurs in the original field or school, provided he/she makes a written request within the posting period for transfer to said vacancy.

- 6.15 **Administrative Leave (with pay)** - Administrative leave is an authorized absence from duty without loss of pay and without charge to sick or personal leave time. These actions are taken by administrative order of the Superintendent and are usually for a period not to exceed (3) three consecutive workdays. Such action could be taken when it is necessary that the work of the teacher is interrupted by events beyond the district's or teacher's control or when it is in the public's interest. An example of this type of leave would be a court appearance by a teacher on behalf of the district.

- 6.16 **Unauthorized Leave** - The taking of unauthorized leave shall result in a reduction in pay commensurate with the time taken and may result in other disciplinary action, up to and including dismissal, for the employee affected. Any disciplinary action under this provision shall be in accord with the employee discipline provisions of Article XV.

ARTICLE VII

EMPLOYMENT CONDITIONS

VACANCY/ANTICIPATED VACANCY

7.1 Definitions

Vacancy - any certified position, as declared by the Superintendent, that is created by the retirement, resignation, termination, non-renewal, transfer, or death of a certified staff member, or a new position created in the district for which certification is required.

Transfer - movement of a currently employed teacher from one job site to another.

Voluntary - any transfer initiated by the teacher.

Involuntary - any transfer not initiated by the teacher.

Promotion - positions that provide a salary differential as approved by the Board, excluding those positions listed in Article 2.1. Supplementary assignments are not considered promotions.

Seniority - determined, in order, by the following criteria:

- 1.) First compensable day of full time employment.
- 2.) Date of employment notification letter from Superintendent.

7.2 **Seniority Tiebreaker** - Ties in seniority dates will be broken by the largest sum of the final four digits of each affected employee's Social Security number. Should a tie still exist, the tie shall be broken by a toss of a coin.

7.3 **Promotions** - All positions that involve promotions shall be posted. Currently employed teachers who meet the job description qualifications, including certification, shall have their application thoroughly reviewed by the appropriate selection committee, provided they have applied in the appropriate time frame. All currently employed applicants shall be given written notice when the position has been filled. Promotions shall be made without regard to gender, race, color, age, sexual orientation, or national origin.

7.4 **Vacancies** - Vacancies shall be filled by voluntary transfers or new hires through application on the district's hiring website. The names of voluntary transfers by district seniority shall be provided and must be considered. All currently employed teachers, who submit a transfer request to a particular building, either for an anticipated vacancy or in response to a vacancy notice, shall be considered in the first pool of candidates to be interviewed for a vacancy in that building, provided that individual meets the certification requirements. The principal and the school council shall establish

the criteria to be used in filling a vacancy and those criteria shall be included in the notice of the vacancy.

All vacancies, as they occur regardless of the time of year, shall be posted on the district website.

No vacancy shall be filled until it has been posted for fifteen (15) calendar days, unless a waiver has been granted by the Kentucky Department of Education in order to prevent disruption of the instructional program. Waivers shall be requested within one week prior to the beginning of the school year and, as they occur, during the school year. In those instances where a vacancy occurs during the school year, the position shall be filled on a one-year contract basis.

Any teacher who was involuntarily transferred during the past three (3) years from one building to another will be notified by the central office staff if a vacancy occurs in the building from which the teacher was transferred.

7.5 **Intra-School Change in Teaching Assignment** – It is the Principal’s duty to assign staff based on certification and instructional needs. If a teacher requests, through application on the district’s hiring website, an intra-school change in an anticipated or open teaching assignment and is denied the change, the principal shall set forth his/her reasons for the denial in writing within five (5) days after receipt of the request from the teacher. The principal has the final decision on teaching assignments.

7.6 **Voluntary Transfers** - Teachers who desire to transfer to another building shall submit a written transfer request in writing through application on the district’s hiring website. On May 30 of each year, all transfer requests older than one year shall be dropped from the district’s hiring website. A list of all currently employed teachers, who submit a transfer request to a particular building, either for an anticipated vacancy or in response to a vacancy notice, shall be considered in the first pool of candidates to be interviewed for a vacancy in that building provided that individual meets the certification requirements.

Transfers shall not be granted after the beginning of the school year unless approved by the Superintendent.

All teachers who submitted a transfer request for a vacancy shall be notified by the central office when that vacancy has been filled.

7.7 **Denial of Transfer** - If a transfer request for a vacancy is denied, the teacher may request the reason(s) for denial. The reason for denial request by the teacher must be submitted, in writing, to the principal within five (5) days of the date of the notification letter that the vacancy has been filled. The principal shall set forth his/her reasons for denial, in writing, within five (5) days after receipt of the request from the teacher. Such reasons shall be based upon the criteria as stated in 7.4.

- 7.8 **Involuntary Transfers** - All involuntary transfers shall take priority over both voluntary transfer requests and new hires.

Notice of involuntary transfer shall be given to the teacher, in writing, no later than thirty days before the first day of school except in the case of emergency. Any teacher affected by an involuntary transfer shall be released from his/her contractual obligation if requested, in writing, by the teacher. In the event an involuntary transfer is necessary, the teacher(s) with the least seniority in a certification category shall be involuntarily transferred. Another teacher with the same certification credentials may volunteer to accept the involuntary transfer and, if agreeable, that transfer shall be considered involuntary.

In the event a school is closed, all teachers shall be classified as involuntary transfers.

- 7.9 **Staffing a New School** - In the event a new school is opened, the following procedures shall be used to staff the vacancies: No later than March 1, the District shall provide each teacher with a list of all known positions that will be made available through the expansion.

Teacher shall file for transfer no later than thirty (30) days after the list has been provided.

Teachers who have been involuntarily transferred in the last three (3) years shall have the first opportunity to accept a vacant position at the new school. Remaining positions shall be filled according to the transfer process as outlined in 7.6.

In the event a new school opens as a result of the simultaneous closing of another school(s) of the same level, teacher(s) shall be reassigned to the new site provided positions are available.

- 7.10 **Substitute Teachers** - Every attempt shall be made to employ substitute teachers. No teacher, including special area teachers, interventionists, collaborators and co-teachers, shall be required to cancel his/her classes or planning period for the purpose of substituting. Teachers shall have lesson plans prepared for and accessible to substitute teachers. No teacher shall be required to call his/her own substitute.

- 7.11 **Restrooms, Faculty Lounge Areas and Telephone Provisions** - The Board shall continue to work toward providing restroom facilities in each school for the exclusive use of the teachers and staff. The Board shall continue to work toward providing an area in each school designated as a faculty lounge for the exclusive use of teachers and staff. The Board shall continue to work toward providing telephone facilities in each building which offer privacy to the greatest extent possible for the use by teachers and staff.

- 7.12 **Classroom Interruptions** - Every attempt shall be made to free classrooms of unnecessary interruptions by maintenance, custodial, or construction workers, intra-communication systems, or other such disturbances.

7.13 **Classrooms** - The Board agrees to provide classrooms that are appropriate for effective instruction.

7.14 **Class Size** - Class size shall be in compliance with State guidelines, unless waived by SBDM council.

7.15 **Designated Evaluator** -

No later than thirty (30) days after the first day of school, each teacher shall be given the name of the person who will be his/her evaluator. It is understood that while the principal is ultimately responsible for all personnel matters that take place in his/her school, the assistant/associate principal(s) may assist in the assignment of observation/evaluation duties up to and including formative and summative evaluations. In the event that an assistance plan may be necessary, the principal shall take responsibility for the evaluation. When an assistant/associate principal writes a summative evaluation, the principal must review and initial all documentation before it is reviewed with the teacher.

7.16 **Supply and Equipment Requests** - Recognizing that a teacher can generally assess his/her needs for equipment and supplies, teachers shall develop an annual supply and equipment request and submit same to their respective building principal.

7.17 **Make-Up Classes** - No teacher should be required to schedule make-up classes due to snow days, holidays, or weather delays. It is understood that elective/special teachers shall not have more students than current class size guidelines and in accordance with KRS 157.360. Rescheduling of classes shall not interfere with special/elective teachers having planning time.

7.18 **Open Enrollment and Tuition**

Children of full-time Certified Staff members who reside in the Kenton County School District may apply for Open Enrollment at a school of the parent's choice. The decision to accept a student for Open Enrollment is subject to principal approval of the Open Enrollment contract. Applicants shall adhere to the open enrollment contract.

Children of full-time Certified Staff members who reside outside the Kenton County School District may apply for Tuition Status at a school of the parent's choice. The decision to accept a tuition student is subject to principal approval of the tuition contract. Tuition will be waived for children of full-time Certified Staff members.

7.19 **Teacher Day** - Teachers are expected to be at school approximately twenty (20) minutes before the normal starting time of each individual school and remain approximately twenty (20) minutes after the end of classes. These times will be maintained at a maximum of forty (40) minutes total. The school day shall be set by the Board. Any duty assigned during this 20 minute time period shall conform to 7.24.

The twenty (20) minutes before and after school could be flexible with mutual agreement between the principal and teacher.

- 7.20 **Teaching Load** – Principals at the secondary level shall make every reasonable effort to require no more than three teaching preparations concurrently during any one major grading period.
- 7.21 **Duty-Free Lunch** - The Board shall provide each full-time teacher with a duty-free lunch period each day during the regularly scheduled student lunch period. The duty-free lunch period shall not be less than the length of the lunch period for students. Teachers shall not be required to eat with the students in the cafeteria.
- 7.22 **Job Description** - Each teacher shall be furnished with a copy of his or her job description as adopted by the Board of Education. Copies shall be furnished upon initial employment and also when changes are made in the job description by the Board of Education including supplemental job descriptions.
- 7.23 **Faculty Meetings** - Each principal or head teacher shall give forty-eight (48) hours notice for all faculty meetings, except in situations deemed to be of immediate concern by the principal. Such meetings shall be restricted to the items of concern. Agendas for each faculty meeting shall be made available to staff at least twenty-four (24) hours prior to the meeting. Addenda may be added as necessary. Faculty meetings shall be limited to 60 minutes and are to begin approximately fifteen (15) minutes after final student dismissal. Every reasonable effort shall be made to limit meetings to no more than two per month that a teacher be expected to attend.
- 7.24 **Equitable Distribution of Duties** - Each principal shall strive to provide for equitable distribution of all duties among all members of the staff, including itinerant teachers, of his/her school.
- 7.25 **Site-Based Decision-Making Committees** - Both Parties to this Agreement endorse site-based decision-making and/or participatory management at the school level. The Parties jointly encourage parent involvement and minority representation on all decision-making committees. There shall be no reprisals for professional participation.
- 7.26 **Code of Acceptable Behavior** - Teachers shall receive an up-to-date copy of Code of Acceptable Behavior. When changes are to be made in the Code of Acceptable Behavior, the Association shall be informed and shall be a part of any committee dealing with changes in the Code of Acceptable Behavior.
- 7.27 **Itinerant Teachers Travel** – Travel time for itinerant teachers shall be according to their respective schedules within the school day of assigned duties. Reimbursement for authorized mileage shall be at the rate per approved mile set by the Board.
- 7.28 **Educational Activities** - If in the teacher’s and building principal’s professional opinion an activity has educational value, the teacher may participate in such an activity with his/her class upon prior notification to and receipt of authorization from the principal.

7.29 **Department Heads and Grade/Group Chairperson** - Department heads and grade/group chairpersons shall be selected annually by the teachers within the department of the grade/group and with approval of the principal. The job description as approved by the Board of Education shall be provided by the Central Office. The principal shall notify teachers of the position and provide a job description. The principal shall request names of interested parties, and review and approve the names on the list. Teachers within the department may select from the list provided by the principal.

Any interested teacher not on the final department list may request a written explanation from the principal before the department selection process.

7.30 **Student Placement** - Teachers directly involved with the instruction of any student with an Individualized Education Program (IEP) shall be provided with the opportunity to attend school-based admission and release committee meetings dealing with said student.

7.31 **Final Report Cards** - Teachers shall have report cards with final grades available for students on the day following the final records day.

7.32 **Planning Time** – Every teacher will receive at least 175 minutes of planning time per week. Every effort shall be made to provide each teacher with a minimum of 30 consecutive minutes per day. Planning time shall be given to all teachers within the board approved school day. Planning time shall be equitable for all teachers within a school building.

7.33 **Safety** - The Board and the teachers agree that it is the responsibility of the Board to provide and maintain a safe place of employment. It is the responsibility of the teacher to report observed unsafe or hazardous practices or conditions. The principal or designee shall contact appropriate personnel who will in turn make a timely inspection and take steps to remedy any such condition. Teachers shall not be required to work under reported conditions found by the teachers and the principal or the Buildings, Grounds and Maintenance Supervisor to be detrimental to their health, safety, or well being. Teachers shall not be required to perform tasks, which endanger their personal health, safety, or well being.

7.34 **Job-Related Incident**- Employees involved in a job-related incident (including abuse) that results in an injury on or off school property when the employee is engaged in school business shall promptly report the injury to the Superintendent or his/her designee.

Time required for witness appearance in any criminal aspect of a legal proceeding connected with injury of an employee sustained in the course of employment shall be granted as administrative leave and shall not be deducted from sick or emergency leave days. In the case of an injury caused by abuse, efforts will be made to allow an employee to transfer to another work location, if requested by the employee. The injury must have occurred while the employee was performing his/her work duties.

The employer may require the employee to submit to a physical exam by the employer's physician to determine ability to return to work. Such exam shall be paid by the employer.

7.35 **Breastfeeding Mothers** – Building administrators shall arrange for a private, secured location for any teacher who needs to express milk during the school day. Every reasonable effort will be made by the work site administrator to work with the employee.

7.36 **Planning Days** – Planning days are a school-level decision to be determined based on needs with input from all teachers (via committee, survey, opening meeting, etc.) and approved by the Site-Based Decision Making Council. Planning days/hours may be flexible.

For any schools that have flexible planning days, the District and KCEA addressed what types of activities could possibly count toward planning day time. It is understood by KCEA that the District granted permission to its schools to have flexible planning days, but that the District cannot directly mandate what type of activities can or cannot be counted since this is a school-level decision.

Planning day activities do not have to conform to KRS 158.070 which requires that professional development be related to classroom assignment and content area, individual growth plan, or the school improvement plan. Professional development activities may be appropriate for planning day/hours. Other ideas for planning days/hours may include, but are not limited to:

- Scheduling
- transition meetings
- end-of-year reports
- progress reports and report cards
- instructional planning meetings
- team and/or department meetings and PLCs
- materials/resource management
- PTA/PTO meetings
- end-of-year parent/teacher conferences

The revised “Individual Plan for End-of-the-Year Planning Days” document shall be used by all teachers as a personal affidavit of completion of the hours.

Any professional development hours in surplus of the required 24 hours may be credited toward fulfillment of any flexible planning days/hours, approved by the Site-Based Council. Only activities occurring after spring break may be counted toward flexible planning days, but this limitation will not apply to surplus professional development hours.

[THIS HAD BEEN PREVIOUSLY LEFT OUT OF THE CONTRACT]

ARTICLE VIII

GRIEVANCE PROCEDURE

8.1 **Statement of Basic Principles:** The purpose of the grievance procedure is to secure equitable solutions to problems at the lowest possible administrative level.

A. Any claim by the Association or teachers that there has been a violation, misrepresentation, or inequitable application of the terms of this agreement, terms and conditions of employment, and/or any established policy of the Board shall be a grievance.

B. All time limits consist of working days, except when a grievance is submitted fewer than ten (10) days before the close of the current school term. The time limits shall consist of all weekdays. The number of days indicated at each level of the procedure shall be considered as maximum. All meetings shall be held at times mutually agreeable; however, the time limits specified in Article VIII may be extended by mutual agreement of the parties.

8.2 **Definitions**

"Grievant" means the teacher(s) directly affected by the alleged violation, making the complaint. In cases where an alleged grievance affects two (2) or more teachers in a building, or two (2) or more teachers in a district, the Association may initiate the complaint. In the event that said alleged grievance directly affects two (2) or more teachers in a building, said grievance complaint shall be initiated at the Informal Level as provided herein below. In the event that said alleged grievance directly affects two (2) or more employees in different buildings, any grievance complaint shall be initiated by the Association at the Formal Level Two as provided herein below. Grievances involving an administrator above the building level shall be filed by the Association at Level Two.

"Total Association Grievant(s)" means a grievance has been filed by the executive Board of the Association.

8.3 **Structure**

Nothing contained herein will be construed as limiting the right of any employee having a complaint to discuss the matter informally with any appropriate administrator and to have the complaint resolved without use of the grievance procedure, provided that the adjustment is not inconsistent with the terms of the Agreement.

In cases where an alleged grievance affects two (2) or more teachers in the district, the Association may initiate the complaint of said grievance up to and including Level Two. Grievances involving an administrator about the building level shall be filed by the Association at Level Two.

8.4 **Informal Grievance**

Prior to submitting a formal grievance, the aggrieved teacher shall, within twenty (20) working days of the time the grievant first knew or reasonably should have known of the act or condition upon which it is based, informally meet with the building principal or immediate supervisor. Inability to resolve or discuss problems at the informal level shall not prohibit a teacher from filing an informal grievance. When requested by the teacher, a representative of the Association shall accompany the teacher and assist in the informal resolution of the grievance, advising the administration the day prior to the meeting of the grievant plan to be represented. Within five (5) working days after presentation of the informal grievance, the immediate supervisor shall give his/her answer orally to the grievant. If the informal process fails to satisfy the teacher or the Association, if the Association is the grievant, the grievance shall be processed as follows:

8.5A Level One:

Within five (5) working days of the oral answer, the teacher or the Association may present the grievance in writing to the principal or immediate supervisor for his/her disposition. The grievance must be signed by the grievant on the appropriate grievance form. Within five (5) working days after receipt of the grievance, the grievant shall be provided with the administrator's written response, including the reasons for the decision.

8.5B Level Two:

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

Within five (5) working days of the receipt by the Superintendent of the appeal, the Superintendent, shall arrange a hearing with the grievant and appropriate administrator. Within five (5) working days of the conclusion of the meeting, the grievant shall be provided with the Superintendent's written response, including the reasons for the decision.

8.5C Level Three:

Within thirty (30) calendar days of the receipt of the Level Two decision, the Association may, upon written notice to the Superintendent, submit the grievance to mediation.

The parties shall mutually select the mediator and establish a date, time, and a site for mediation. Agreements reached in mediation will be written and signed by all parties. If the mediation does not end in agreement, the Superintendent will provide the grievant with a written response within five (5) working days of the conclusion of mediation.

8.5D **Level Four:**

Within thirty (30) calendar days of the receipt of the Level Three decision, the Association may, upon written notice to the Superintendent, submit the grievance to advisory arbitration. Within ten (10) working days after receipt of the demand for arbitration, the parties shall mutually request from the Federal Mediation and Conciliation Service (FMCS), a list of seven (7) arbitrators.

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 upon an arbitrator, they shall select an arbitrator by alternately striking names from the list, with the Association striking the first name.

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 the FMCS and repeat the selection process as described above.

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.

The superintendent, other administrative staff, Board attorney, and the Association shall meet not fewer than fourteen (14) calendar days prior to the date for any arbitration hearing. At said meeting, the parties will frame the 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 the 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 said pre-arbitration meeting.

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

The arbitrator shall hold a hearing as soon as possible. Within thirty (30) calendar 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 Two. 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 require commission of an act prohibited by law or which is violative of the terms of this Agreement.

The arbitrator's powers shall be limited to advising on whether there has been a violation of any article or section of this contract or Board policy, and providing a rationale for his/her recommendation.

8.5E Level Five:

Within fifteen (15) working days of the receipt of the arbitrator's recommendation, the Superintendent shall provide the Association with a written response on the arbitrator's recommendation.

8.6 Miscellaneous:

Superintendent and Administrative Cooperation - The Superintendent and the Administration shall fully cooperate and quickly respond to requests for information made by either party.

At any level of this procedure, the grievant shall have the right to be represented by the Association. At any level of this procedure, the Superintendent shall be represented by the person(s) of his/her choosing.

8.7 No Reprisals - No threats, intimidation, or reprisals shall be taken by the Board or the Administration against any teacher because of the teacher's participation in a grievance.

8.8 Release Time - Should the investigation or processing of any grievance require that a teacher and/or an Association representative(s) be released from his/her regular assignment, the teacher and/or Association representative(s) shall be released without loss of pay and/or benefits.

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

8.10 Grievance Withdrawal - A grievance may be withdrawn at any level without establishing precedent.

ARTICLE IX

EVALUATION PROCEDURES

Responsibility for Evaluation - The evaluation of the work of all teachers is a responsibility of the administration, but the development and any subsequent modification of an appropriate instrument(s) and procedure(s) for evaluation are proper concerns of the total certified staff. All evaluation instruments shall be jointly-developed by an equal number of teachers and administrators, but with no fewer than three (3) representatives from each party to this Agreement. Evaluation of teachers shall be in accord with the procedures set forth in "Kenton County School District Certified Evaluation Plan," which is incorporated into this Agreement. Any changes or modifications in the above mentioned policy shall only be made with the mutual agreement of the Association and the Board. In the event that any provision of the Agreement relating of "Kenton County School District Certified Evaluation Plan" is believed by one or both parties to be in conflict or contrary to any provision of said Policy, the party may request an opinion from the Kentucky Department of Education (KDE). The opinion of KDE shall be binding and, if a conflict is said to exist, the parties shall meet to jointly resolve the conflict.

9.1 All certified personnel will be provided with an orientation to the evaluation process and the criteria for evaluation. All certified personnel will be oriented annually within thirty (30) calendar days of reporting for employment to the evaluation process and criteria for evaluation prior to the implementation of the plan for each school year. Attendance shall be documented.

The immediate supervisor of the certified school employee shall be designated as the primary evaluator. At the request of the teacher, observations by other teachers trained in the teacher's content area or curriculum content specialists may be incorporated into the formative process for evaluating teachers. Only certified administrative and supervisory personnel trained, tested, and approved in accordance with administrative regulations adopted by the Kentucky Board of Education and in the use of the school district evaluation system shall evaluate teachers. Videotaping shall be done at the mutual consent of both parties. Additional administrative personnel may be used to observe and provide information to the primary evaluator. The Superintendent may designate additional trained administrative personnel to provide evaluations, or to review any evaluation.

9.2 The evaluator ~~shall may~~ hold a pre-observation conference with the evaluatee. The pre-observation conference may be through electronic media if it is mutually agreeable with both parties. The evaluator and the evaluatee will discuss the evaluation process at this conference.

9.3 Based on the information from observations and discussions, the evaluator is to rate the evaluatee's performance with respect to the criteria listed on the evaluation instrument.

- a. All monitoring or observations of performance of a certified employee shall be conducted openly and with the full knowledge of the teacher or administrator.

- b. Evaluation shall include formative conferences between the evaluator and the person evaluated which shall be held within five (5) days following each observation. Formal observations are frequently done for complete lesson analysis, but may pertain to any facet of teaching performance. There shall be at least two (2) formal separate observations, with no single observation lasting less than twenty minutes. Informal conferences and information sharing should take place throughout the formative stage, and during the summative conference. An open and honest dialogue should be established in the formative stage and maintained throughout the entire process. The procedures shall provide for both formative evaluation and summative evaluation and shall include the following elements: The immediate supervisor of the certified school employee shall be designated the primary evaluator. Additional trained administrative personnel may be used to observe and provide information to the primary evaluator. If requested by the teacher, observations by another teacher trained in the teacher's content area or by curriculum content specialists shall be provided. The selection of the third-party observer shall, if possible, be determined through mutual agreement by evaluator and evaluatee. A teacher who exercises this option shall do so, in writing to the evaluator, by no later than February 15 of the academic year in which the summative evaluation occurs. If the evaluator and evaluatee have not agreed upon the selection of the third-party observer within five (5) working days of the teacher's written request, the evaluator shall select the third-party observer.
- c. New teachers shall be evaluated by utilizing the district summative instrument for teachers. Additional observations may be warranted.
- d. Multiple observations shall be conducted with certified employees whose initial observation results are unsatisfactory.
- e. The evaluation system shall include an Individual Professional Growth Plan, whereby the evaluatee is given assistance or enrichment for becoming more proficient. The evaluation system shall include a professional growth plan for all certified personnel below the level of superintendent aligned with specific goals and objectives of the school improvement plan or the district improvement plan and shall be reviewed annually. The evaluation process developed for the local superintendent by the local board of education shall include provisions for assistance for professional growth of the superintendent, pursuant to KRS 156.111.
- f. All observations shall include documentation of the information to be used in determining the performance of the evaluatee. Only observation forms developed by the Evaluation Committee shall be used for this documentation.
- g. Evaluatees shall be provided an opportunity to include a written response to their evaluations.

- h. The evaluation of a certified employee below the level of the district superintendent shall be in writing on approved evaluation forms and become a part of the official personnel record.
- 9.4 The evaluator and the evaluatee must sign the instrument in the assigned spaces. The evaluatee's signature indicates only that he/she has seen and read the evaluation. The principal must review and initial all summative evaluations that were written by assistant/associate principals.
- 9.5 In case of an unsatisfactory evaluation, a plan for providing assistance to the evaluatee will be jointly formulated by the evaluator and the evaluatee. A demonstration of teaching techniques may be arranged as per Article 9.10.
- 9.6 In any case, a specific Individual Professional Growth Plan shall be used as means of performance improvement. Individual Professional Growth Plans may remediate weaknesses and / or provide for enrichment. All certified employees shall develop an Individual Professional Growth Plan on an annual basis that shall be aligned with the school/district consolidated plan and comply with the requirements of 704 KAR 3:345.
- 9.7 **Teacher Response to Evaluations** - If the teacher feels any written evaluation is incomplete, inaccurate, or unjust, he/she shall put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file within ten (10) school days after the conference described in 9.4. In any case, the teacher shall initial all evaluation reports solely to indicate that he/she has seen and read the evaluation. The teacher, principal, and when appropriate, the assistant/associate principal shall sign and date any addendum to the evaluation.
- 9.8 **Teacher Conferences** - A copy of all written evaluations to be placed in the teacher's central office file shall be given to the teacher. A summative conference shall be held between the teacher and the building principal or assistant/associate principal in accord with the "Board Policy Concerning Evaluation of Certified School Employees." Any evaluation not placed in the teacher's file shall be destroyed within forty (40) school days.
- 9.9 **New Teacher Evaluation** - Initial conferences with first-year teachers and those teachers new to the system shall be held early in the first semester of the school year in order that teachers who have weak areas in their respective job performance shall have sufficient time to make corrections. Should deficiencies in the performance of a teacher be observed by the evaluator, the teacher shall be provided with specific **written** recommendations for improvement and with appropriate positive assistance, such as provision of materials, suggested techniques and the like, thought necessary to implement any recommendations.
- 9.10 **Demonstration of Teaching Techniques** - If a teacher so requests or an administrator deems appropriate or necessary, an administrator or experienced teacher shall arrange, with the class, a demonstration of proper teaching techniques and/or procedures which the evaluator feels will improve any identified weak areas of the teacher's performance,

or shall arrange visitations to permit the teacher to observe successful techniques used by other teachers.

- 9.11 **Adverse Evaluations** - Failure to meet acceptable standards of performance as set forth in the "Kenton County School District Certified Evaluation Plan" and as demonstrated by performance evaluations may result in employee discipline under provisions of Article XV of this agreement, Employee Discipline.
- 9.12 **Administrative Feedback by Teachers** - An instrument to provide performance feedback to principals and assistant principals shall be jointly developed by an equal number of teachers and building administrators. The instrument, once developed, shall be distributed to all teaching personnel in accordance with the following schedule: at the end of the administrator's first year, third year, and every third year thereafter. Upon completion of the feedback instrument by teachers, it shall be signed by the teacher and submitted to the Superintendent's office. All unsigned forms shall be discarded. A summary shall be compiled and given to the administrator, the assistant superintendent, and the superintendent.
- 9.13 **Assistance Plans** - When an evaluator notes an area of concern with an evaluatee, informal assistance and support will be offered. If the area of concern persists, an assistance plan shall be jointly developed between the evaluator and evaluatee to outline a formalized plan of support.

An Assistance Plan may only be drafted as a result of an "Ineffective" rating in a Domain and is supported by a preponderance of evidence presented by the Primary Evaluator. A teacher may only be placed on an Assistance Plan for no more than two interrelated Performance Measures at a time.

When a teacher has successfully addressed all of the areas of concern on an Assistance Plan by achieving a Performance Level of "Developing" or above and the plan has been marked "Achieved," that Assistance Plan shall be concluded. If there are other outstanding previously marked "Ineffective" areas, those may then be addressed in a newly-drafted and jointly-developed Assistance Plan. Rating higher than "Ineffective" will be addressed by the teacher in his or her Growth Plan (PGP).

It is expected that Assistance Plans will be addressed in the most expeditious manner possible so that a teacher will have the tools and/or skills to attain a "Developing" level as soon as possible. It is expected that the School Administration shall offer the utmost support and be available to "assist" the teacher provide the necessary resources in a manner of mutual respect.

ARTICLE X

EMPLOYEE NON-RENEWAL OR TERMINATION

- 10.1 **Non-Renewal of Contract** - The procedures for termination or non-renewal of contract are spelled out in KRS 161.750, KRS 161.780, KRS 161.790, as well as other appropriate statutes, and these statutes shall take precedence where they may conflict with the following provisions.
- 10.2 **Reasons for Termination** - The Superintendent shall terminate teachers only for reasons specified in State law. Student scores on standardized achievement tests shall not be used for termination of a teacher. The Superintendent shall not terminate any teacher for reasons relating to the teacher's competence or classroom performance unless personnel have complied fully with applicable statutes, regulations, and provisions of this contract dealing with evaluation and employee discipline.
- 10.3 **Written Warning** - Teachers shall be given written warning, specifically identifying the behavior(s) which, if not remediated, could be the basis for termination, except where the act of the teacher is such as to warrant immediate suspension or removal.
- 10.4 **Conference** - Prior to the issuance of a written notice of termination, the Superintendent shall have a conference with the teacher, including therein a review of the teacher's personnel file. If requested by the teacher, an Association representative shall be present at the conference. The Administration has the option of a personal representative at the meeting.
- 10.5 **Written Charges and Hearing Rights** - No contract shall be terminated except upon notification of the Board by the Superintendent. Prior to notification of the Board, the Superintendent shall furnish the teacher and, at the teacher's request, the Association with a written statement specifying in detail the charge(s) against the teacher.

The teacher may within ten (10) days after receiving the charge(s) notify the chief state school officer and the superintendent of his/her intention to answer the charge(s), and upon failure of a teacher to give notice within the ten (10) days, the dismissal shall be final. Upon receiving the teacher's notice of his/her intention to answer the charge(s), the chief state school office shall appoint a three (3) member tribunal, in accordance with KRS 161.790, to conduct an impartial hearing within the district.

ARTICLE XI

EMPLOYEE COMPENSATION AND FRINGE BENEFITS

- 11.1 **Full Experience Credit** - The teacher shall be awarded full credit for teaching experience outside of the District, provided that experience meets all criteria set out in Kentucky Revised Statutes and Kentucky Administrative Regulations.

- 11.2 **School Year - Salary Schedule** - The salary schedule shall be based on a ratified school calendar as negotiated by the Board and the Association. Should the teaching year be reduced for any reason related to (e.g. fuel crisis, weather, or other acts of God, etc.) the salary shall not be reduced.
- 11.3 **Payroll Installments**- Each teacher shall be paid electronically through direct deposit on a basis of twenty- six (26) equal payments.

Paydays shall be every other Friday beginning on the Friday following or coinciding with the tenth (10th) day of the teachers' ratified school calendar and continuing through the school year on every other Friday. Each teacher shall receive their final electronic pay deposits no later than June 15th.*

* If, due to unusual circumstances, the teachers' school year is extended beyond June 10, one check shall be withheld from each teacher by the Board of Education until June 22.

Corrections to payroll shall be made promptly after notification and not later than the next payday. The correction(s) shall be made in one lump sum payment if the teacher so desires.

- 11.4 **Supplemental Jobs - Added to Salary Schedule** - Supplemental jobs are defined as assignments that are in addition to the normal work schedule and/or that exceed the normal workday. These assignments shall be made only with the consent of the teacher.
- 11.5 **Supplemental Jobs - Payroll Procedures** - Supplemental pay shall be added to the teacher's salary.
- 11.6 **Supplemental Assignments** - Any supplemental assignment outside the regular school day shall be voluntary on the part of the teacher. Should a teacher refuse to volunteer for any supplemental assignment, no retaliation will follow.
- 11.7 **Supplemental Assignment Vacancies** - Any supplemental assignment shall be advertised in the school. Any teacher may apply for said vacancy. No vacancy shall be filled in less than ten (10) calendar days after being advertised.
- 11.8 **Rotation of Extra Duties** - Extra service teaching assignments such as, but not limited to, adult education, ESS, Saturday School, and summer school shall be assigned on a rotating basis to those teachers who volunteer to contract for such services in an attempt to implement an equitable plan for participation. This does not apply to any positions on the supplemental salary schedule. (left out of previous contract)
- 11.9 **Admittance to School Activities** - All teachers shall be admitted at no cost to all Kenton County School events, with the exception of those events not sponsored exclusively by the Kenton County Schools and those events for which only reserved seats are sold. Upon request, a lifetime pass shall be provided to all retirees.

- 11.10 **Sick Leave - Retirement** - A teacher, upon retirement, shall receive compensation for unused sick leave in accordance with TRS procedures at a rate of 30%.

This amount, less applicable deductions, shall be paid to the teacher in a lump sum payment at the time all checks are available, but no later than July 1. This settlement shall be added to the last annual salary of the teacher and so reported to the Retirement Board.

ARTICLE XII

EMERGENCY SCHOOL CLOSING

- 12.1 **Notification Procedure** - When an emergency confronts the schools, notification of the closing of school shall be released for broadcast over all available media outlets as soon as possible.
- 12.2 **School Closing - Leave Days** - When the school and school offices are officially closed by the Superintendent, no leave days previously arranged by a teacher shall be deducted for such days.

12.3 **Inclement Weather - Reporting for Work** - Teachers are expected to report for work during inclement weather, unless schools are officially closed by the Superintendent. Teachers who are unable to report for work because of inclement weather shall notify their immediate supervisor or principal of their inability to report for work and will make every effort to report as soon as possible after the weather conditions have abated. Upon announcement of a delay in the start of school due to inclement weather or emergency, teachers shall not have to report at the regular time.

Should a teacher be unable to report for work for the entire day, said teacher may apply in writing to the Superintendent or his designee for emergency leave under provisions of Article VI. In the event the request for emergency leave is not granted, the teacher will be charged for the use of one (1) personal day. If a teacher has no personal days to his/her credit, the loss of one (1) day's pay shall result.

- 12.4 **Bomb Threat - Procedure** - In all cases, when a school official is notified of a bomb threat, the principal of the school shall decide on the appropriate course of action. No teacher shall be required or be asked to search for the bomb.
- 12.5 **Change of the School Day** - The first five (5) hours of reductions in the length of the day by delay or early dismissal need not be made up. Additional time beyond the five (5) hours shall be negotiated between the Association and the Board of Education's negotiation team, then documented by a Memorandum of Understanding.

ARTICLE XIII

PROFESSIONAL DEVELOPMENT TRAINING

13.1 **Professional Development Committee** - A professional development district plan may be written by a committee comprised of four (4) Association selected teachers, three (3) administrators and the Superintendent or designee. Every effort shall be made to represent elementary, middle, and high schools. School professional development committees shall write the specific plans for each building within the guidelines of the district's plan.

The committee shall establish the procedural guidelines for implementation of the district's plan as required by the state regulation [KRS 156.095].

13.2 **Notice of Dates** - The Principal shall notify the teachers in writing by the close of the school year of the next school year's schedule for the school based professional development opportunities as determined by the SBDM Council. Every effort shall be made to adhere to the Flexible schedule.

13.3 **Sick Leave or Personal Leave on Professional Development Day** - A teacher may take sick or personal leave on any day of the school year as per KRS 161.155. If a teacher takes sick or personal leave on a day or partial day designated as a professional development, the teacher shall report the absence as "no sub required." It shall be the teacher's option to make up the professional development time by completing the hours according to the requirements in KRS 158.070 or to be docked sick or personal leave.

13.4 **Deadline for Completion of Professional Development Hours** - Professional development must be completed two weeks prior to the close of school. After this date, if the professional development hours have not been completed, the teacher shall be docked sick leave or personal leave if notice was given. The teacher shall be docked salary if no notice was given, or if the teacher has no remaining sick or personal leave.

ARTICLE XIV

REDUCTION OF TEACHING STAFF

14.1 **Reduction Order** - If it becomes necessary to reduce the teaching staff, the Superintendent shall release teachers in the following order:

A. Non-tenured teachers. The following criteria shall be used in rank order to determine whom to release.

(1) Job Performance (2) Versatility of the Teacher (3) Longevity in the District

B. Tenured teachers, based on district seniority and certification.

- 14.2 **Right of Restoration** - Before a vacant teaching position can be filled by new applicants, teachers on continuing contracts that were released shall have the right of restoration based on district seniority and certification.
- Non-tenured teachers who have been released shall be given preferential consideration for re-employment.
- 14.3 **Seniority Status Notification** - In the event a reduction in teaching staff is necessary, the central office shall provide the teachers in the areas affected and the Association, if requested, with a list showing the seniority of each teacher (see Article 7.1).
- 14.4 **Continuation of Fringe Benefits** - While the employment contract is suspended, the teacher shall have the option to remain an active participant in all Board and state paid fringe benefit programs paying only the usual rates to the extent they are available from the carriers. It is understood that the teacher must be eligible for participation.
- 14.5 **Preference in Substitute Teaching** - During a reduction in teaching staff, all teachers whose contracts are suspended may apply for employment as substitute teachers and shall be given preference before other substitute teacher applicants are employed.
- 14.6 **Restoration of Primary Benefits** - Upon return to active employment following suspension of the employment contract, the teacher shall be credited with all unused accumulated sick leave and shall be placed in the proper rank and step of the current salary schedule and shall not be penalized the time lost due to suspension of the employment contract, subject to the provisions of 702 KAR 3:070.

ARTICLE XV

EMPLOYEE DISCIPLINE

- 15.1 **Just Cause** - No employee covered under the terms of this Agreement shall be disciplined, reduced in compensation, suspended for disciplinary reasons, terminated, or adversely evaluated without just cause.
- 15.2 **Progressive Discipline** - 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. Every offense or deficiency does not mandate that a disciplinary action start with step one and proceed through a series of required steps until every action has been taken in a prescribed order. The facts and circumstances of each individual case shall determine proper and appropriate disciplinary action as long as the action taken is consistent with this article. Gravity of the offense shall determine the initial step and subsequent steps, if any, in the discipline process.
- 15.3 **Forms of Discipline** - Authorized forms of discipline are:
- a. Letter of Concern

- b. Sealed Private Reprimand*
- c. Public Reprimand**
- d. Suspension, with or without pay.**
- e. Termination.**

* *Issued by Superintendent*

** *Issued by Superintendent and reported to the Board of Education*

- 15.4 **Information Basis** - All information forming the basis for disciplinary action shall be made available to the employee.
- 15.5 **Employee Rights** - Any employee who is to be disciplined through suspension or termination of employment shall have the right to a meeting with the Superintendent or his/her designee. A representative of the Association shall be present when requested by the employee. Any employee who is to be disciplined shall have the right to a meeting with the person issuing the discipline.

Employees disciplined under this Article may, at their option, utilize the grievance procedure and/or the appropriate statutory procedures. **ARTICLE XVI**

EFFECT OF AGREEMENT

- 16.1 **Complete Understanding** - The terms and conditions set forth in this Agreement represent the full and complete understanding between both parties. The terms and conditions may be modified only through the written mutual consent of both parties or statutory changes.
- 16.2 **Compliance** - The Association agrees to comply with the regulations of the Board. The Board agrees to take such action as is necessary to give full force and effect to the provisions of this Agreement. This Agreement shall be incorporated into Board policy. It is the intent of both parties that the terms and conditions of this Agreement not be changed or amended during the life of this Agreement except by mutual consent in writing of both parties unless statutory changes necessitate a change.
- 16.3 **Terms and Conditions** - The terms and conditions of this Agreement, and the Appendices attached thereto, have been decided by Professional Negotiations. It is the intent of both parties that the terms and conditions of this Agreement shall not be changed or amended during the life of this Agreement except by mutual consent of both parties unless statutory changes necessitate a change. The Base Salary Schedule and School Calendar shall be renegotiated annually.
- 16.4 **Savings Clause** - Should any article, sections, or clause of this Agreement be declared illegal by a court of competent jurisdiction or be in contradiction to statutory law, then that article, section, or clause shall be void to the extent that it violates the law. The

remaining articles, sections, and clauses shall remain in full force and effect, unless rendered ineffective by reason of some other provision being illegal.

- 16.5 **Effect of Legislation** - In the event that legislation is passed in the State of Kentucky during the term of this Agreement requiring the Board of Education to negotiate on items other than those set forth in Article IV, either party to this Agreement may notify the other party in writing of its desire to negotiate on any or all of the additional items, and negotiations shall begin within fifteen (15) calendar days. If the agreement is not reached within sixty (60) calendar days following such notification, or a longer period mutually agreed upon by the parties, the procedure as set forth in Article IV, Negotiations Procedure, will be followed.
- 16.6 **Inclusions** - The parties agree that applicable Kentucky statutory and case law and the Constitutions of the United States and the State of Kentucky are hereby incorporated into this Agreement.
- 16.7 **Term** - This agreement will be in effect as of [Date of Board Approval]. It is understood that those economic provisions which the parties agreed to apply retroactively shall be so applied, while all other provisions of this agreement shall become effective upon approval of the agreement by the Board. This agreement will remain in full force and effect until June 30, 2022, except for the salary schedule and the calendar, which shall be negotiated on an annual basis.

The parties agree that not later than January 15, 2018, they will consider negotiations for a successor to this agreement. If negotiations are initiated, this agreement shall remain in full force until such time as a full successor agreement is negotiated or ratified by both parties.

- 16.8 **Agreement Execution** - This negotiated agreement is made and entered into at Ft. Wright, Kentucky, on [Date of Board Approval] , by and between the Kenton County Board of Education, Ft. Wright, Kentucky and the Kenton County Education Association.

This negotiated agreement is so attested to by the parties whose signatures appear below.

[SIGNATURES ENTERED HERE]

