

CONTRACT

2017 - 2021



Moving Forward

Between the
Bullitt County
Board of Education



And the
Bullitt County
Education Association

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PREAMBLE

The Board of Education of Bullitt County, Kentucky, hereinafter referred to as the "Board", and the Bullitt County Education Association (an affiliate of the Kentucky Education Association and National Education Association) hereinafter referred to as the "Association", recognize their common aim of providing the best education possible for the youth of Bullitt County. Both parties acknowledge the attainment of this educational objective is a joint responsibility of the Board, the administrative staff, and all regularly employed personnel under their supervision.

The Board and the Association recognize that the attainment of the educational objectives of the District requires mutual understanding and cooperation among the Board, the administrative staff, and all certified personnel. To this end, the free and open exchange of views is desirable and necessary, with all parties participating in good faith negotiations leading to the determination of all matters.

ARTICLE I - SCHOOL BOARD AUTHORITY

The Board of Education of Bullitt County hereby specifically retains and reserves unto itself, the Superintendent, the principals/school heads, and other administrative personnel of the school system, all powers, rights, authority, duties and responsibilities, and the exercise thereof, as conferred upon and delegated to and vested in them by the Constitutions and the Laws and Regulations of the United States of America and the Commonwealth of Kentucky. The Board, however, agrees to be bound by this agreement to the extent it is not contrary to law, statute, or lawful regulations.

ARTICLE II - RECOGNITION

The Board hereby recognizes the Association as the bargaining representative of a majority of certified personnel of the school district whether under contract or on leave. Such representation shall cover all certified personnel assigned to newly created positions. Such representation shall exclude the superintendent, deputy superintendent, assistant superintendent(s), principal(s), assistant principal(s), guidance counselors and any administrative supervisory personnel.

ARTICLE III - DEFINITIONS

As used in the Agreement the following definitions apply:

1. **Employer** means the Board of Education of Bullitt County, Kentucky.
2. **Association** means the Bullitt County Education Association.
3. **Members or membership** means those employees belonging to the Association.
4. **Days** when used in the Agreement refer to school calendar days, unless otherwise specified.
5. **Worked Days** means those days that the employee is on duty.
6. **Certified Employee** means those persons holding positions for which certificates may be issued except substitutes and superintendents as defined under applicable state laws and who are employed by the Employer.
7. **Employee** means any certificated person who is represented by the Association and who is a certified employee of the Bullitt County School System, whether active or on leave.
8. **Superintendent** means the Superintendent of Schools of Bullitt County, Kentucky.
9. **Negotiation** means a process and a method that provides for the Employer and the Association to negotiate on matters of mutual concern, to reach agreement on such matters, and to make provisions for resolving disagreement in the event of impasse.
10. **Exceptional Child Education Pupil** means a pupil covered under the provisions of IDEA – Individuals w/Disabilities Act as amended. A “child with a disability” means a child evaluated in accordance with 707 KAR 1:300 as meeting the criteria listed in this section for autism, deaf-blindness, developmental delay, emotional-behavior disability, hearing impairment, mental disability, multiple disabilities orthopedic impairment, other health impairment including students with “504 plans”, specific learning disability, speech or language impairment, traumatic brain injury, or visual impairment which has an adverse affect on the child’s educational performance and who as a result, needs special education and related services.
11. **Seniority** shall be computed for bargaining unit members from their hire date as a regular employee in the Bullitt County Public Schools following the last break in service. Ties in seniority dates will be broken by awarding the higher seniority to the employee with the largest sum of the final four digits of the employee's Social Security number. Leaves of absences do not constitute a break in service.
12. **SBDM School** means any school which has voted using the provision of KRS 160.345 to become a School Based Decision Making School.

13. **Faculty Meeting** means any administratively mandated meeting either before or after school which requires all or a portion of the certified staff to attend.
14. **Hire Date** means the date the employee is employed as shown on the personnel list in the Bullitt County Board of Education minutes.
15. **Extended School Services** means any program outside the regular school day or calendar or those programs approved through ESS Daytime Waiver that are funded by Extended School Services funds.
16. **Reduction in Force (RIF)** means a reduction in the number of certified employees in the district/school which occurs due to decreased enrollment of pupils, or by reason of suspension of schools, or by territorial changes affecting the district.
17. **Individual Education Program (IEP)** means a written plan of action with required content which commits resources needed by a child or youth with a disability with is developed by an Admissions and Release Committee (ARC) to meet the specially designed instruction and related services need of a child or youth with a disability and is implemented based on instructional planning.
18. **Admissions and Release Committee (ARC)** means a committee that addresses the process of identification, evaluation, and placement of children and youth and the provision of free appropriate public education for children and youth with disabilities.
19. **Medical Protocol** means a written plan developed by school health personnel in collaboration with a student's physician to address the medical needs of a child or youth with a disability.
20. **Comprehensive School Improvement Plan** means a plan required by the Kentucky Department of Education that incorporates curriculum, finance, student services, and Standards and Indicators for all schools.
21. **Comprehensive District Improvement Plan** means a plan required by the Kentucky Department of Education that incorporates curriculum, finance student services, and Standards and Indicators for all district.
22. **Part Time Employee** means any employee scheduled for less than a full duty day.
23. **Riffed/Overstaff** means a condition where an employee is involuntarily placed on the transfer list.
24. **Least restrictive environment** is that educational setting or program in which the identified child can function most effectively based upon his/her unique needs and capabilities.
25. **Immediate Family** shall mean the teacher's or employee's spouse, children including step children and foster children, grandchildren, daughters-in-law and sons-in-law, brothers and sisters, parents and spouses parents, and grandparents and spouses grandparents, without reference to the location or residence of said

relative, and any other blood relative who resides in the teacher's or employee's home. (KRS 161:155). This shall include step or natural relatives.

26. **Planning** shall be defined as dedicated time during duty hours for instructional preparation, parent contact, administrative conferencing (for the purpose of evaluative feedback), and ARC/504 meetings. Instructional preparation includes lesson planning, grading and analyzing student work, analyzing student data, gathering materials for instruction, and PLC's.
27. **Duty hours** shall be defined as seven and one quarter (7 ¼) consecutive hours in length, with the exception of employees who have voluntarily accepted an extended day position, including a duty-free lunch period and planning. Extended day employees shall be paid at their normal hourly rate for the time worked beyond 7 ¼ hours.
28. **Extended Day Position** shall be those posted extra duty hours filled during planning periods by volunteers and funded at the school.
29. **Professional Learning Community** – A professional learning community or PLC is a primarily teacher-led group of educators that meets regularly, shares expertise, and works collaboratively with administration to improve teaching skills and academic performance of students.
30. **Bullitt Days** – Work Days exclusively designed for trainings, departmental and/or grade-level planning time, and follow-ups to meet needs and goals of Comprehensive School Improvement Plan (CSIP) and Comprehensive District Improvement Plan (CDIP) to improve instructional practices at various levels.

ARTICLE IV - NEGOTIATION PROCEDURES

1. Either party shall have the right to select its own representatives for any meeting. However, all representatives shall be selected from the Bullitt County Board of Education or the certified staff of the Bullitt County School System. The number of representatives of each party shall not exceed eleven (11). The inclusion of any representative other than a certified staff member of the Bullitt County School System or the Bullitt County Board of Education shall be by mutual agreement of both parties.
2. The parties agree that their duly designated representatives shall negotiate in good faith with respect to all matters affecting salary, fringe benefits, working conditions, and other such matters agreed on by both parties.
3. Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter-proposals in the course of negotiations, and to reach tentative proposals which shall be presented respectively to the Board and Association for ratification.
4. All negotiating meetings shall be closed with no one present other than the official representatives of each party and official facilitators agreed to by both parties.
5. The date, time, place and agenda of the next meeting shall be established before adjournment of any meeting. Date and time may be changed by either party, if necessary. At the meeting during which the tentative proposal is reached, a written form of said proposal shall be signed and dated by a designated person from each team.
6. Either team may caucus at any time during the negotiating sessions for a period up to thirty (30) minutes. A longer caucus must be mutually agreed upon.
7. Both parties agree that there is a necessity to inform those they represent of the progress on negotiations but agree not to provide such information to the news media until the negotiations process is complete.
8. When the Association and Board reach tentative agreement on all matters being negotiated, the items will be compiled and shall be submitted to the membership of the Association for ratification and to the Board for official approval. Individual items may be submitted by mutual agreement of both parties.
9. If agreement is not reached within ninety (90) days of the commencement of negotiations, either party may declare to the other in writing that an impasse

exists and call for a mediator from the Kentucky Labor Cabinet or the Federal Mediation and Conciliation Service (F.M.C.S.).

10. When an impasse has been declared, the Kentucky Labor Cabinet or F.M.C.S. shall be requested by the parties 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 the mediator deems appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement.
11. If the mediator is not successful in resolving the impasse, the Association and Board shall request the Kentucky Labor Cabinet or the F.M.C.S. to provide a list of five (5) impartial persons qualified to act as Fact finder. The parties shall meet within three (3) days after the receipt of the list. The parties will each strike one (1) Fact finder's name from the list of five (5) and will then repeat the procedure. The remaining person shall be duly elected Fact finder. The Fact finder shall have authority to hold hearings and make procedural rules consistent with this agreement. Such hearings shall be held as soon as practicable. The Fact finder may subpoena witnesses and a written transcript shall be made. The Fact finder shall permit each party to present his final position on each unsettled item and to present evidence to support that position. Within thirty (30) days of the close of the final hearing, the Fact finder shall write an opinion and recommendation on all issues. The Fact finder shall adopt, item by item, either the final offer of the Board or the final offer of the Association. The recommendations of the Fact finder shall be binding on both parties, unless rejected by at least a four-fifths (4/5) majority vote of the Board.
12. In an effort to reach agreement, any costs or expenses authorized by either party will be borne by that party. Any costs or expenses of the mediator or Fact finder shall be shared equally by the Board and the Association.
13. If either party fails to ratify this agreement within thirty (30) calendar days of tentative agreement, the parties shall return to the table, identify the source of impasse, and, if resolution cannot then be reached within ten (10) calendar days, Sections 10 and 11 shall be in effect. This article shall not apply when Section 11 of this article has been utilized in the initial process. Timelines may be extended by mutual agreement.
14. These negotiation procedures will remain in effect throughout the negotiations of This agreement and will serve as the procedures for subsequent agreement unless amended or changed by mutual agreement of both parties.

ARTICLE V - GRIEVANCE PROCEDURE

Section A Definitions

1. **Grievance** means any claim by an employee or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Contract; or any rule, order or regulation of the board; including any complaint alleging improper, arbitrary, or discriminatory conduct under this contract. However, claims involving the imposition of disciplinary penalties that are subject to review under KRS 161.790 shall not be grieved under this contract, but shall be processed, if at all, in accordance with appropriate statutory procedures.
2. **Grievant** means the person(s) making the allegation or complaint.
3. **Party-in-interest** means the person(s) making the allegation or complaint or any party who might be required to take action or against whom action might be taken in order to resolve the grievance.
4. **Immediate Supervisor** means -
 - (a) The principal
 - (b) The principal with whom the grievance has been filed when the employee is assigned to more than one location; or
 - (c) The administrator by whom the employee is evaluated when the employee is not assigned to an individual school location.

Section B Procedure

1. Since it is important that grievances be processed as rapidly as possible, the timetable specified at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this Grievance Procedure by the end of the school year, the time limits set forth herein will be reduced by mutual agreement, so that the procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable. Grievances that occur during the summer shall be processed expeditiously, with every effort being made to resolve them before the start of a new school year.

Level I – Informal Level

In the event that an employee believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her immediate supervisor, either personally or accompanied by an Association representative within fifteen (15)

working days of the awareness of the incident or condition causing the grievance with the objective of informally resolving the grievance.

Level II – Building Level

If the grievance is not resolved informally at Level I, the grievant has ten (10) working days to file the grievance in writing with the immediate supervisor or appropriate administrator. If the grievance involves more than one school building, it may be filed with the Superintendent or his/her appointed designee.

Within five (5) working days of receipt of the grievance, the principal shall meet with the grievant and his/her Association representative in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance, in writing, within five (5) working days of such meeting and shall furnish a copy thereof to the parties involved.

Level III – Superintendent Level

Upon notification, if the grievant is not satisfied with the disposition of the grievance at Level II, or if no written decision has been rendered the grievance shall be transmitted within five (5) working days to the Superintendent or his/her designee. Within five (5) working days of receipt of the grievance, the Superintendent/designee shall meet with the grievant and his/her Association representative in an effort to resolve the grievance. The Superintendent/designee shall indicate his/her disposition of the grievance, in writing, within five (5) working days of such meeting and shall furnish a copy thereof to the parties involved.

Level IV – Arbitration Level

If the parties are not satisfied with the disposition of the grievance at Level III or if no written decision has been rendered within five (5) working days, the Association may submit the grievance to arbitration. The Association shall notify the Superintendent/designee of its decision within twenty-five (25) working days.

Within five (5) days from the date of the receipt of the request for arbitration, the Parties shall request the Kentucky Labor Cabinet or Federal Mediation and Conciliation Service (FMCS) to provide a list of five (5) impartial persons qualified to act as arbitrators. The Parties shall meet within three (3) days after the receipt of such a list. The Parties will each strike one (1) arbitrator's name from the list of five (5) and will then repeat the procedure. The remaining person shall be the duly elected arbitrator.

The arbitrator shall have authority to hold hearings and make procedural rules consistent with this Agreement. Such hearings shall be held as promptly as

practicable after the request for arbitration and the arbitrator shall issue the decision within a reasonable time but no later than forty-five (45) calendar days after the date of the close of the final hearing. If the Parties mutually agree, hearings may be waived and the arbitrator's recommendation made on the basis of final statements and evidence submitted to the arbitrator.

The arbitrator shall be without power or authority to alter, amend, or modify any of the terms of this Agreement or to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the arbitrator will be submitted in writing and shall set forth findings of fact and conclusions to the Parties and will be final and binding on the Parties unless rejected by a 4/5 majority vote of the Board.

Section C Grievances Filed at Level above Immediate Supervisor

If grievances arise from action or inaction on the part of an administrator at a level above the immediate supervisor, the grievant may file such grievance in writing at Level III after first attempting to resolve it informally. If the grievance is not resolved, it shall be processed through the applicable steps of Section B. The grievant and/or the Association may process such a grievance through all levels of the procedure.

Section D Grievance Meetings and Hearings

All meetings and hearings provided for by this Grievance Procedure shall be held in private and shall include only such parties in interest, their representative(s) and witnesses as necessary.

Section E Grievance Records

All official records of processing a grievance shall be filed separately from the personnel file of the grievant, or upon mutual agreement, may be added to the grievant personnel file.

Section F Grievance Forms

Grievance forms and other necessary documents will be prepared by the Association. The Association shall have the responsibility for appropriate distribution of the forms for filing grievances. The cost of grievance forms will be borne by the Association.

Section G Miscellaneous

1. The Board and the Association shall make available upon written specific request to the other party, such information as is necessary to effectively process grievances.
2. Neither the Board, the grievant, nor the Association shall assert or submit any ground or evidence before a grievance arbitrator which has not been previously disclosed to the other party.
3. The Association and the aggrieved party will be required to exhaust this grievance procedure before seeking alternative remedies, provided that by doing so they will not be deemed to have waived or otherwise prejudiced any constitutional, statutory, or other legal rights that they may have.
4. If a grievance affects a group or class of employees, the Association may initiate and submit such a grievance in writing. When such a grievance arises outside of a building, the Association will attempt to resolve it informally before processing it through the applicable steps. The Association may process such a grievance through all levels of the procedure.
5. When it is necessary for the aggrieved party, a grievance representative, and/or other representative designated by the Association to participate in a mutually scheduled grievance meeting or hearing during the school day, the party will upon two (2) day notice to the principal or appropriate administrator by the Association be released without loss of pay as necessary in order to permit participation in the meeting. Any employee whose appearance is necessary in such meetings or hearings as a witness will be accorded the same right.
6. Decisions rendered through the grievance procedure will be in writing, setting forth the decision and the reason therefore, and will be transmitted promptly to all parties-in-interest and to the Association.
7. The cost of the hearing officers shall be equally borne by both parties. All other expenses shall be borne by the party incurring the expense.

ARTICLE VI - ASSOCIATION RIGHTS

Section A The parties agree that the Association as representative of employees shall have the right to use the school system's courier service and employee distribution boxes for the purpose of distributing Association communiqués to employees. Such communiqués shall be considered personal and shall not be opened by any person other than the addressee. The Association shall have the privilege of posting notices of the activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided in each worksite.

Section B The Association shall have the right to use schools for meetings at reasonable times before or after the employees' normal workday, scheduling such use in advance with the principal. Should special custodial services be required or should there be any damage in excess of the normal wear the Board shall make a reasonable charge for such services or damage. The Association shall save the Board harmless against any claims, legal or otherwise, arising out of such use provided the Association is given the opportunity to provide all necessary legal services to defend such claims.

Section C Full-time staff employed by the Association, the Association President or identified designee, Association building representatives, and Association grievance representatives exclusively shall have the right to transact official legal Association business on school property at such reasonable times as will not interfere with or interrupt normal school operations during school hours. The Association shall provide the Superintendent or designee with a list of persons serving in these capacities and maintain its currency. The list provided to each principal need not contain the names of building representatives from other schools.

Section D The Association building representatives shall upon request be given time prior to or after each faculty meeting for brief announcements. The employee distribution boxes and daily memo system shall be made available according to procedures of the school for use by Association building representatives to make brief announcements concerning meetings. The building representatives shall have access to the electronic staff directory on the BCPS District website which includes the names, addresses and assignments of all certified employees except where the employee has requested his/her address be withheld.

The Association's building representatives and its officers shall upon request be permitted to leave upon dismissal of students in order to attend the monthly BCEA representative meeting on time.

Section E The Board agrees to furnish the Association with two (2) copies of an electronic version of the Board packet (Compact Disk) containing the Board agenda, back-up documentation and official Board minutes. The parties shall make available upon

written specific request to each other any statistics and records routinely compiled which are not confidential and which are relevant to negotiations or necessary for the proper administration of the terms of this Agreement.

Section F The Employer agrees to deduct from the salaries of employees an amount equal to the membership dues of the Association and the National Education Association (NEA) and the Kentucky Education Association (KEA) with which it is affiliated, as said employees individually and voluntarily authorize in writing the Employer to deduct and to transmit the monies to the Association or its designated representative. The Association shall certify through its agents to the Employer, in writing, the current and proper amount of its membership dues at least thirty (30) days prior to the requested initial deduction. The deductions shall be made in twenty four (24) equal installments August through May. The employer will deduct from the salaries of all employees new to the school system an amount of money equal to the dues of the Association, upon receipt of express written consent to do so. Authorized dues deductions shall continue until such time as written revocation of consent is received from the employee. Current members may revoke dues deduction upon written notification to the Bullitt County Education Association and the Business Office of the Bullitt County Board of Education. The Employer will make available to all certified employees new to the school system application forms for membership in the Association upon hire. The president of the Association shall be given an opportunity to address the new teachers to the county at the New Teachers Meeting prior to the opening of school.

Section G The principal and the Association building representative(s) shall meet at the request of either party to discuss implementation of the provisions of this agreement and other items of mutual concern.

Section H At the request of party, the Superintendent and/or designee and the Association president and/or designee(s) shall meet at least monthly to discuss implementation of the provisions of this agreement and other items of mutual concern.

Section I The employer shall provide the Association on a semi-annual basis (September 15 and February 15) the following information:

1. Certified employee's name (last, first)
2. Certified employee's Work Identification number
3. Certified employee's mailing address (including zip code) except where the employee has requested his/her address be withheld.
4. Certified employee's work location
5. Certified employee's hire date

6. Dues Deduction Status

The Association shall save the Employer harmless against any claims, legal or otherwise, related to the providing of this information to the Association and its use of such information.

Section J The Board shall place on the agenda of any regular board meetings any matters brought to its consideration by the Association. Such requests are required to be submitted in accordance with Board procedures and regulations.

Section K Whenever any Representative of the Association, or any employee, is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay. The Board of Education will be reimbursed substitute costs by the Bullitt County Education Association upon request for employees using Association Leave days.

Section L The Association shall have the right to use school equipment including the public address system, computers, printers, typewriters, copy machines, and all types of technology equipment at reasonable times when such equipment is not otherwise in use. The Association shall request school facility usage via the school principal. Consumables will be at the Association's expense.

Section M The Board and Superintendent agree to grant half-time leave to the Association President to facilitate his/her service as president of BCEA. Said President shall be released from his/her duties as employee of the board for one-half (1/2) of each work week. The President's half-time work schedule shall be as mutually agreed by said President and the principal of the school to which he/she is assigned, but all parties agree that said President will be released from his/her duties as a teacher for all or part of each Wednesday, Thursday and Friday.

Said President shall continue to be required to perform all duties and responsibilities of a teacher within the Bullitt County School District, such as in-service, and shall be responsible to and evaluated by the principal at the school to which he/she is assigned. The specific terms and conditions of said President's employment contract with the Board remain under the control of the Superintendent, subject to the applicable statutes, contracts, and board policies governing said President's performance, tenure and certification. Said President shall diligently perform his/her assigned duties as a teacher employed by the Board when he/she is not performing his/her duties as BCEA President.

Only BCEA shall direct the President in his/her performance of his/her duties as president of BCEA. Said President shall not allow his/her actions as BCEA President to unlawfully disrupt the educational process in the Bullitt County Public Schools. For the duration of this Agreement, the Board shall pay the President all of the salary and

employment benefits to which he/she would be entitled if he/she worked as a full-time teacher in Bullitt County Public Schools. BCEA will pay the Board in advance for all salary and benefits to be paid to, or which accrue to, said President during the time that the President devotes to his/her duties as BCEA President. Said President will suffer no loss of salary or benefits as a result of this Agreement or his/her status as president of BCEA. Any purchase, supplies and equipment used by said President for BCEA shall be the responsibility of BCEA.

Said President shall retain his/her teaching position at his/her school while this Release Time Agreement is in effect, subject to the provision of KRS 161.790 and applicable Board Policy. Upon termination or expiration of the said President's election term, said President shall be assigned to a full-time teaching position that he/she is qualified to hold by virtue of his/her experience and certification. The Board and Superintendent assure said President that he/she shall retain his/her full time position, rank, salary level and tenure at the conclusion of this Agreement, subject to the provisions of KRS 161.790 and applicable Board Policy.

ARTICLE VII - EMPLOYEE RIGHTS

Section A Both parties agree there shall not be any discrimination against any employee by reason of race, creed, color, marital status, actual or perceived sexual orientation, sexual preference, gender or gender identification, physical handicap, age, national origin, or membership in the Association. However, the Association will have no obligation to represent non-members of the Association.

Section B The Employer hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in bargaining for mutual aid and protection. The Board further agrees that it shall not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred by this Contract, laws of Kentucky, or the Constitution of Kentucky and the United States; that it shall not discriminate against any employees with respect to hours, wages, or terms and conditions of employment by reason of his/her membership or participation in the activities of the Association or negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Contract, or otherwise, with respect to any terms or conditions of employment.

Section C Nothing contained herein shall be construed to deny or restrict any rights any employees may have under the Constitution and Laws of the United States or of the Commonwealth of Kentucky.

Section D No adverse action of any kind shall be taken by the Employer or any of its agents against any employee for reason of participation in negotiations, the administration of this Agreement, the performance of Association duties or the exercise of the rights of citizenship. No adverse action of any kind shall be taken by the Association or any of its members or agents against the Employer, the Superintendent, or other administrators for reason of participation in negotiations, or the exercise of the rights of citizenship.

Section E The private life of an employee is not within the appropriate concern or attention of the Employer or the Association except when it adversely affects fulfillment of the employee's professional responsibility.

Section F An employee may not be required to carry out an order which is not part of the employee's professional responsibility.

Section G All employees shall carry out the following responsibilities:

1. Complying with the Employer's rules and regulations which are not inconsistent with this Agreement; and
2. Adhering to the provisions of the Agreement.

Section H Neither the employee nor the Employer shall record a meeting by electronic means without knowledge of the other.

Section I Employees shall be informed when special education students and/or students with special needs/health are placed in their class.

Section J An employee shall be afforded an opportunity to have a representative of the Association present in any conference which may lead to disciplinary action.

Section K The Association recognizes the illegality of strikes, work stoppages, and other job actions which deprive the public of the services of the employees covered by this agreement. Should employees engage in such conduct, the Employer may terminate the contract immediately unless the Association certifies to the Employer that such employee conduct was not approved or condoned by the Association in any manner.

Section L Worksite administrator will provide custodial assistance when possible.

Section M Employees shall act and be treated in a professional manner at all times in accordance with the Professional Code of Ethics.

Section N Employees shall be permitted use of the District's system to email upon submission of a signed "Appropriate Use" release form.

Section O Any criticism by a supervisor, administrator, or Board Member of an employee's performance/instructional methodology shall be made in confidence and not in the presence of students, parents, co-workers, or members of the public.

ARTICLE VIII - SCHOOL BASED DECISION MAKING

Section A Both Parties to this Agreement endorse School Based Decision Making. This is an opportunity for teachers, administrators, and parents of students of the Bullitt County Public Schools to have shared decision making in the schools. This contract will in no way interfere with the authority of a school council in performing their duties as outlined in KRS 160.345.

Section B Teachers shall not be required to serve on more than one (1) SBDM committee.

ARTICLE IX - ACADEMIC FREEDOM

Section A The parties agree that academic freedom is an integral part of the attainment of educational goals of the school system.

They further agree that students should be educated in the democratic tradition which fosters a recognition of individual liberties and social responsibility, inspires meaningful awareness of and respect for the Constitution and Laws, and instills appreciation for the value of individual personality. It is recognized that these values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom is encouraged and enjoyed.

Section B In performing their teaching duties, employees shall strive to provide students opportunities to investigate all facets, sides, and/or opinions of and about any and all topics and materials introduced or presented including those which are or may be of a controversial nature. Such material presented to students must be relevant to the course and appropriate to the maturity level and intellectual ability of the students. The parties further agree that language or actions on the part of employees that are religiously, racially, or sexually biased or prejudiced; vulgar, profane or unsuitable for the maturity levels of the student shall not be allowed under the guise of academic freedom. Employees shall permit the expression of the views and opinions of others and encourage each to form individual views and opinions through such procedures. Employees shall at all times strive to promote tolerance for the views and opinions of others and support the rights of individuals to form and hold differing views and opinions.

Section C No student's grade shall be changed without prior consultation with the teacher who issued the original grade.

Section D For all grading periods other than the final grading period of the school year, employees shall be given five (5) work days after the end of each grading period to submit student grades. Every effort shall be made to allow at least thirty-six (36) hours for submission of grades for the final grading period, with the exception of students classified as seniors whose grades must be promptly submitted for graduation purposes. Employees shall not be required to issue formal progress reports and/or report cards more than eight (8) times a year.

ARTICLE X - TEACHER AUTHORITY

Section A The Board and the Association recognize a pupil's right to attend school in an environment conducive to learning and free from disruptive influences. It is a teacher's responsibility to maintain a classroom environment conducive to learning. The principal has the duty to assist the teacher in maintaining discipline throughout the school and to further protect the rights of pupils and teacher alike.

Section B After notifying appropriate personnel, a teacher may temporarily remove a pupil from class (subject to the Board discipline code and school discipline plan) when, in the opinion of the teacher, the seriousness of an offense, the persistence of the behavior, or the disruptive effect of any violation makes the continued presence of the pupil intolerable.

Section C A pupil excluded by a teacher shall be sent or escorted from the classroom to the appropriate office, and the pupil shall be referred to the building principal or the principal's designee (subject to the Board discipline code and school discipline plan).

Section D The building principal or the principal's designee shall take action to solve the discipline offense (subject to state regulation or law and district's school discipline guidelines). The teacher shall be notified verbally or in writing of the conditions under which the student shall be readmitted to class prior to re-admission.

ARTICLE XI - EMPLOYEE EVALUATIONS

The evaluation of employees is extremely complex and the appraisal process is a difficult and technical function. However, the responsibility to ensure that all students have equal educational opportunity dictates that provision shall be made to conduct appraisals of all certified employees to ensure that standards of performance are being met.

An evaluation shall serve the following purposes:

1. To improve the quality of instruction
2. To provide a measure of performance accountability to the public
3. To provide encouragement and information for certified employees to improve their performance
4. To determine the competency of certified personnel in accomplishing objectives in line with school and board philosophy
5. To aid in re-employment and in providing future references

The performance of all certified employees shall be evaluated according to policy written by the Certified Evaluation Review committee and approved by the local Board of Education and the State Board of Education as provided in 704 KAR 3:345 and KRS 156.101.

The committee shall consist of equal numbers of administrators appointed by the Board of Education and teachers appointed by the Bullitt County Education Association. Teachers who are non-members of the Association shall be included on the committee in percentages which reflect the percentage of non-member teachers in the school district.

The local Board of Education and the Association shall annually review the evaluation plan to ensure compliance with KRS 156.101 and 704 KAR 3:345. If substantive changes are made to the evaluation plan, the parties shall utilize the Certified Evaluation Review committee selected as indicated in the above paragraph.

All general evaluation provisions will be followed consistent with the current Bullitt County Public Schools Certified Employee Evaluation Plan. All summative evaluations shall be completed by May 1 of the evaluation cycle.

ARTICLE XII - EMPLOYEE DISCIPLINE

1. No disciplinary penalty that is grievable under the provisions of this contract shall be imposed by the Board or its agents without just cause. All information forming the basis for disciplinary action shall be made available to the employee prior to the implementation of the penalty. Any employee who is to be reprimanded in writing or formally disciplined by the Employer or its agents shall have the right to a meeting with the Superintendent/designee. A representative of the Association may be present when requested by the employee.
2. The parties agree that written parental complaints regarding employees should be addressed at the lowest level of involvement and may be appealed to higher levels if satisfaction is not achieved. The proper channel for complaints is as follows:
 - a) Teacher
 - b) Principal/Immediate Supervisor
 - c) Superintendent and/or designee

ARTICLE XIII - PERSONNEL FILES

Section A Contents

1. No documents except those listed below shall be placed in an employee's personnel file:
 - a. Certification/License, Ranks
 - b. Change of Status letters
Requests/Approvals of Leaves of Absence and correspondence relating to such requests
 - c. Transcripts, Official Notifications from Universities/Colleges
 - d. Applications, Letters of Application, Health Data, Verification of experience and training, Retirement System Membership Application
 - e. Resume'
 - f. Contracts of employment, job offers, acceptance of job offers
 - g. Confidential information (See Section A 3)
 - h. Evaluations, Reprimands, and Commendations
 - i. Previous employment data
 - j. Professional Staff Data forms
 - k. Salary information
 - l. Criminal Record Check
 - m. Verification of Employment Eligibility Forms
 - n. Tax Withholding Forms
 - o. Worker's Compensation Forms
 - p. Tax Shelter Annuity Information
 - q. Life Insurance Information
 - r. Job Assignment Forms
 - s. Employee Initiated Correspondence and Responses

2. An employee may within ten (10) working days after receipt of a complaint or reprimand file a written response to the document. The employee shall provide a copy of the response to the originator of the reprimand and a copy to Personnel for attachment to the document. The employee shall provide a copy of the response to a complaint to the principal or immediate supervisor and a copy to Personnel for attachment to the complaint.

3. All references and information originating outside the school system on the basis of confidentiality, references and letters of recommendation obtained within the system in the process of recommending the employee for employment or change in position shall not be available for review by the employee. This is the only confidential information that may be kept in the personnel file.

4. There shall not be established a separate confidential personnel file.

5. Leave and worker's compensation records may be maintained separately.

Section B Review of File

1. Except for the confidential contents therein, an employee may examine the personnel file upon request. A personnel service representative must be present when the file is reviewed.
2. An employee may request and shall receive at the employee's expense a reproduction of any item in the personnel file, exclusive of the confidential contents.
3. An employee may have a representative of the Association present at any time the personnel file is being reviewed by the employee.

ARTICLE XIV - TEACHING LOAD AND DUTY HOURS

Section A The Board and the Association recognize the importance of teacher planning in providing quality instruction to the pupils. A high priority of both parties is to continually strive to seek ways to provide optimal amounts of duty-free planning time for each teacher.

Section B The normal weekly teaching load in the senior high schools and middle schools will be no more than twenty-five (25) teaching periods or equivalent time, in a thirty (30) period week, and five (5) preparation periods. If a school is structured so that it has more or less than six (6) periods in a school day, the teachers will be provided no less than one full period each day for planning. A supervised study period or similar duty of equivalent time shall be considered a teaching period for which volunteers will be given priority.

Elementary teachers (grades K-5) shall normally be provided two hundred twenty five (225) minutes of planning time per week.

Planning times shall normally be provided each day and will be balanced throughout the week. Teacher planning times shall not be interrupted more than once per week by administratively mandated activities, with the exception of ARC/504 meetings and evaluative conferences. Councils are encouraged to provide maximum planning time. Every effort will be made to ensure that planning times are uniform within each school and shall be afforded to each employee as require by state statute.

Preschool teachers shall be provided planning time weekly during their student-free day.

Section C Itinerant teachers shall only be required to do the minutes rotation of duty at their home school. Travel time within a school day shall not be considered planning or duty free lunch time.

Section D The normal duty hours of employees, shall be seven and one quarter (7 1/4) consecutive hours in length, with the exception of employees who have voluntarily accepted an extended day position, including a duty-free lunch period.

Upon notification to the school office and approval by the principal/designee, an employee may leave the premises during duty hours.

Section E Routine matters should be handled in such a way (written communications, announcements, etc.) as to permit optimum use of faculty meeting time for discussion, planning, and evaluation of the school's program. An agenda designating regular or extended faculty meetings shall be distributed at least 24 hours in advance of regularly scheduled faculty meetings. Mandatory attendance at faculty meetings shall not exceed fifteen (15) meetings in one school year. Faculty meetings shall be no more than one (1)

hour in duration and shall begin no later than twenty (20) minutes after the student day. With the exception of two (2) times a year, a meeting may last one and one-half (1 ½) hours. Required employee attendance at school activities other than faculty meetings such as PTA, Open House, at times other than normal duty hours shall not exceed two (2) times per month or a total of five (5) activities per year as planned between the teacher and the school principal. These activities shall not exceed more than 2.5 hours of required attendance. Time shall be given to complete state and district mandated online trainings at a faculty meeting prior to district deadline for completion or during opening day.

Mandatory faculty meetings during working hours of opening and closing days shall be no longer than three (3) hours for opening day and two (2) hours for closing day.

Section F Every reasonable effort will be made to schedule such activities as Orientation, Welcome, PTA meetings, and Open House at least a month in advance. Attendance at all other meetings and all other duties beyond the employee's normal duty hours shall be voluntary except those mandatory activities as planned between the teacher and school principal as authorized in Article XIV, Section E.

Section G Teachers in departmentalized senior high schools shall not be required to have more than three (3) teaching preparations concurrently during any one major grading period. Teachers in departmentalized middle schools shall not be required to have more than four (4) teaching preparations concurrently during any one major grading period.

Principals shall make every effort to keep to a minimum the number of different courses taught per teacher. Principals shall make every effort to keep to a minimum the number of different preparations per day for elementary special area teachers.

Section H Consistent with state law, all teachers, including preschool teachers, shall have a duty-free lunch period of at least twenty-five (25) minutes except on days for early dismissal.

Section I The Parties recognize that a teacher's primary responsibility is to teach. The school day shall be organized toward insuring that the energies of the teacher are used primarily to this end. Every effort will be made to contain and reduce non-instructional duties through the use of all available school resources.

Section J Only medically trained teachers shall administer medication to students. Special Education teachers shall be required to complete training and administer medication as required by a student's Individual Education Plan. Medical training for all other certified staff shall be voluntary.

Section K Every effort shall be made to provide a substitute teacher for any absent employee. When no sub is available, the school office/administrator will utilize available

staff on a rotational basis. Whenever possible, the duty will be split so that one teacher does not lose all of his/her planning. Teachers shall be responsible to request a substitute through the use of the automated system. If the automated entry is not made two (2) hours prior to the start of school, the teacher shall contact the office/administrator as soon as possible.

Section L Employees serving more than one school shall not be required to attend more than one (1) faculty meeting per week.

Section M Every effort will be made to reduce undue paperwork.

Section N Itinerant teachers shall have input into the development of their teaching schedule. The schedule shall not be altered until the itinerant teacher has been consulted.

Section O Teachers shall not be required to sponsor or coach extra-curricular activities. The principal may assign teachers, on a rotational basis to early bus duty, late bus duty, or other student supervision such as ball games or other such events outside normal duty hours after first seeking volunteers. All teachers will be assigned on a rotational basis to early and/or late duties with an equal opportunity for no duty. The assignment of non-teaching duties shall not be used as a punitive measure or as any form of discipline.

Itinerant teachers shall only be required to do the minutes rotation of duty at their home school.

ARTICLE XV - CLASS SIZE

Section A The Board shall establish a staffing policy or guidelines to determine the allocation of certified staff. The district shall provide sufficient funds to meet class size caps established by statute or regulation.

Section B Annually, the Board shall provide a copy of the staffing policy or guidelines and any changes to the president of the Association.

Section C Pupil class size after September 15th will not exceed the standards set forth by the state in laws or regulations.

Section D The maximum limits for split grade classes shall be those established for the lowest grade in the class.

ARTICLE XVI - MATERIALS AND FACILITIES

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

Section B The employer shall make reasonable efforts to provide for employees the following:

1. Chalk boards, file cabinets and bulletin boards where applicable; chalkboards, white boards, bulletin boards, file cabinets, computer, projector, television, appropriate educational technology and other such supplies and materials required by the Employer in daily responsibilities;
2. Classrooms and workspace as defined and approved according to state regulations including telephones;
3. Custodial care and maintenance;
4. A telephone in each classroom;
5. Restoration of teaching areas damaged by vandalism and/or other causes;
6. A desk and lockable storage space;
7. Lounges, where space is available;
8. Restrooms for which they will be expected to exercise reasonable care;
9. Parking facilities;
10. A system or procedure whereby employees can effectively and expeditiously communicate with the school office in the event of an emergency; and
11. Computer/television receivers for supplementary instructional purposes.

Section C Development of the school budget shall be part of school based decision making.

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

Section E Decisions regarding instructional materials and supplies shall be part of school based decision making.

Section F All employees shall know the projected amount of money available for his/her use for the purchase of instructional materials and supplies by May 1 of the previous school year. Principals shall provide a copy of the school budget to each faculty member by September 15.

Section G Upon the request of employees, principals shall allow drink and snack vending machines to be installed in the lounges or other suitable locations.

ARTICLE XVII - SAFETY

Section A The Parties agree that it is the responsibility of the Employer to provide and maintain a safe place of employment. Consistent with the employee's assignment, it is the responsibility of the employee to report observed unsafe or hazardous practices or conditions. The principal or immediate supervisor will contact duly qualified personnel who will in turn make a timely inspection and take steps to remedy the condition. Employees shall not be required to work under reported conditions found to be detrimental to their health, safety or well-being.

Section B Employees shall not be required to perform tasks which endanger their personal health, safety or well-being and/or the personal health, safety or well-being of their pupils.

Section C Employees will immediately report to the school administrator in writing all cases of assault suffered by them in connection with their employment. This report will be forwarded to the Superintendent who will keep the school administrator and affected employee advised of criminal and administrative proceedings. All disciplinary actions regarding assaults, verbal or physical, upon employees shall be administered in compliance with the adopted code of student conduct. Unless otherwise prohibited by law, if a pupil is found guilty of assaulting a teacher, said student will be recommended for expulsion.

ARTICLE XVIII- PERSONNEL PROCEDURES

Section A Vacancies

A vacancy is considered to exist if the Board of Education creates a new position or a position is open due to death, transfer, resignation, reassignment, termination, extended leave or retirement and all certified employees have been assigned to a position and all RIF'd/overstaffed employees have been offered positions.

All vacancies in present positions or newly created positions shall be posted by the Superintendent. The vacancies shall be posted electronically on the District's online employment system for thirty (30) days prior to the filling of the vacancy unless the posting states a waiver of the posting period will be requested. The notice shall include the job description, the effective date of vacancy, the kind of certification necessary, the information concerning the application, the deadline for filing of the application, and whether a waiver of the posting period will be requested.

Section B Transfers

When a vacancy exists, the two (2) most senior certified employees applying for said vacancy will be eligible for an interview in the area of the employees' certification level provided that the employee(s) is/are not currently on a corrective action plan. (See Article III, #11 for definition of Seniority) A position will be classified as open after all reassignments have been made within the building according to council policy. Reassignment is the placement of teachers by the principal within the building according to SBDM council policy. No reassignment within a building shall result in eliminating a position for a RIF'd/overstaffed employee.

This application process is not applicable for any promotion or administrative position. Certified employees may apply for reassignment or vacancy outside their level of teaching and will be considered with all other applicants.

A roster will be maintained showing the last hire date of all certified employees. A copy of the roster will be provided to the Association before September 15 of each school year.

The Superintendent, for good cause and extenuating circumstances, may execute involuntary transfers as may be necessary for the efficient operation of the school district. Volunteers shall be accepted before any teacher is involuntarily transferred. Classroom teachers involuntarily transferred after the beginning of the school term shall be provided one work day to set up the classroom.

When involuntary transfers are necessary, lists of positions in other schools shall be made available to all teachers being transferred. In filling such positions, placement will be based on seniority within the district.

Section C Reduction in Force/Lay Off

1. When a reduction in the number of teachers in a school is necessary, all volunteers shall first be transferred, after which transfers shall be made on the basis of seniority, those least senior being transferred first. Non-tenured certified employees will be released before tenured personnel who are legally qualified to hold positions currently held by non-tenured personnel. Personnel shall be selected for release within the teaching field affected by the reduction.

Once positions to be eliminated have been selected within teaching fields at that school, the person displaced by elimination of a position shall displace the person with the least district service who holds a position that the first displaced person is certified to perform. The second displaced person shall in the same manner displace another and so on until the person to be displaced is determined. Once the person to be laid-off has been determined, that person will be notified. Certified employees are determined to be in the teaching field that they occupy at the adoption to the staffing pattern by the board by February of each year.

2. The parties mutually agree that when a reduction in force is necessary, and teachers are laid off due to no fault of their own, the laid off teachers will be offered positions for which they are qualified before any new employee is hired to the district. Further, it is agreed that should the position become available, from which a teacher has been laid off, said position will be first offered to that teacher before any one else.
3. Certified tenured employees on layoff shall have the right of recall in order of seniority to vacant positions for which they are qualified or become qualified before these positions are staffed by new applicants. Right of recall shall expire two years from the last date of employment.
4. Certified tenured employees on layoff will initially be offered recall to any assignment for which they are certified (fulfills legal obligations and removes from unemployment); will be allowed to decline recall to assignment outside their professional frame of reference which they have previously designated; and will, after the first contact, be offered recall only to assignments within their professional frame of reference.
5. Certified employees on layoff shall have the option at their expense to remain active participants in all Employer and State paid insurance benefit programs to the extent they are available to the employees from the carriers.

6. Certified employees on layoff may apply for employment as substitute teachers and shall be given preference before other substitute teacher applicants are employed.

Section D Promotions

1. School Based Councils have the authority to select the principal and have input into the selection of the assistant principal, counselors, and teachers in accordance with the individual school's SBDM consultation policies.
2. Principals for schools without School Based Councils will be recommended to the Superintendent by a school committee composed of parents, teachers, and administrators.
3. Applicants for all positions shall be selected on the basis that they meet the certification requirements for the position, professional experience, and are suitable as determined through the interview process. Preference shall be given to the applicants who are already employed by the Board and with successful experience in the school system. All things being equal in the candidates, seniority shall be the determining factor in the selection of all personnel.

Section E Extended School Services

1. Teaching positions for extended school services (e.g. summer school, after school programs, adult education programs, etc.) will be staffed first by qualified persons who are current certified employees in the Bullitt County Public Schools. Each program shall be administrated by individual SBDM council policy after review by the district ESS coordinator for compliance with state regulations and guidelines.
2. The determination of which ESS positions shall be created in an individual school is the school council's responsibility. As early as possible, and working with the appropriate school employees, the council shall develop school policy which establishes a procedure for requesting ESS positions. When more than one school is affected, the individual schools shall work together to establish joint policy.
3. Upon notification of available positions by the building principal, the Employer shall advertise and post all program openings in each school building.

ARTICLE XIX - TEACHER WORK YEAR AND SCHOOL CLOSING

Section A The school year for teacher attendance purposes shall be 187 days, the same as in the school calendar.

Section B Should teachers be required to attend more than 187 days, they shall be paid for any such extra days at their regular daily rate.

Should teacher be required to attend more than the twenty-four (24) hours of professional development, they shall be paid for any such hours at their stipend rate of pay.

Section C When an emergency confronts the schools, notification of the closing of schools will be released for broadcast over all designated radio stations as soon as possible. In the event the normal opening of school is delayed for pupils because of an emergency, inclement weather or other reasons, employees will not be required to report more than thirty (30) minutes before pupils.

Section D If a school day for students is ended early due to inclement weather or emergencies, certified employees shall be released by the principal after the students have left the building. If it is necessary for some employees to remain in the building to provide supervision of students, volunteers will be solicited. If volunteers do not respond, the immediate supervisor may select which employees stay.

ARTICLE XX - PROFESSIONAL DEVELOPMENT

Section A The Board and Association agree that the planning and implementation of professional development training and activities for all certified employees is the responsibility of the individual school councils and their professional development committees in accordance with KRS 156.095 and 156.0951.

Section B According to plans developed and approved by individual school based councils, the certified employee shall be granted professional leave days with principal approval, to participate in courses, workshops, seminars, conferences, and other such programs.

Section C School councils shall be encouraged to work cooperatively with each other in order to provide the optimum professional development for their employees; however, this effort shall not be construed to limit the types of professional development a school council may offer.

ARTICLE XXI - SCHOOL CALENDAR

Section A A school calendar committee shall be established. This committee shall be made up of the following: one (1) Board Member, Director of Pupil Personnel, one (1) Principal, two (2) parent members, two (2) classified members elected by the classified staff (only one can serve from any one specific department and/or school), two (2) community members, three (3) certified members appointed by the Association, and the BCEA President. The committee shall serve for one school year.

Section B This committee shall be responsible for the development of the school calendar as specified in KRS 158.070.

Section C The negotiated calendar shall be made available to the public prior to the board's approval.

Section D The school calendar shall provide:

1. 187 days including:
 - 170 days for instruction
 - 7 Bullitt days
 - 4 paid holidays
 - 4 professional development days
 - 1 opening day
 - 1 closing day
2. The school calendar shall include days equal to the greatest number of days missed system-wide in the local school district over the preceding five (5) school years.
3. A five (5) day unpaid spring break.

ARTICLE XXII – EXTRA DUTY ASSIGNMENTS

Principal will post the vacancy at school for five (5) days. A typed job title, description, hours, days, qualifications, along with other necessary information will be posted in a place where all certified and classified may see it daily.

Staff members will apply by providing the principal their intent in a written format (emailed, typed, or handwritten).

Principal interviews candidates and selects the one he/she wishes to serve in the position.

Principal sends email to Human Resource Department providing the job title and the name of the person they are recommending for the position. Also, the principal will need to scan or send the actual posting and written letters of intent from all applicants to the Human Resource Department. The school and Human Resource Department will keep this documentation for future reference.

The Human Resource Department will send an email to the principal with the hire date of the individual. The person may begin working once this email has been received.

ESS Daytime Waiver positions will need to be posted via the online employment system.

Near the end of the school year, the Human Resource Department will send a list of extra-duty positions and names of the employees holding each position. The principal will then notify the Human Resource Department via the form if the principal wishes to keep the individuals in the positions or if changes will be made. A letter of resignation from an extra-duty position will be needed from anyone who will not maintain the assignment for the following school year.

ARTICLE XXIII - INTERN TEACHER/RESOURCE TEACHER

The Beginning Teacher Intern Program established by Section 57, KRS 161.030, shall be implemented as directed in the KTIP guidelines and including:

1. Acceptance of the position of resource teacher shall be voluntary on the part of the teacher.
2. The resource teacher's compensation stipend shall be dispensed by the Board after appropriate taxes and teacher retirement have been deducted.
3. Performance as a resource teacher shall not affect the teacher's individual certified employee evaluation.
4. Each intern teacher may be given professional leave for the purpose of observing another teacher's class. Professional leave shall be in addition to the intern teacher's regular preparation time.
5. The committee shall provide an Individual Assistance Plan for an intern who is required to repeat the internship and continues employment in Bullitt County.

ARTICLE XXIV - LEAVES OF ABSENCE

The Employer shall grant leaves to employees in accordance with state and federal laws and regulations and the provisions of this article. A leave shall be defined as permission for an employee to be absent from his/her duties for a specified time.

Section A Sick Leave

1. All full time employees shall be credited with no less than ten (10) days sick leave per year or pro-rated according to Board Policy 03.2232.
2. Sick leave with pay will be granted to an employee if the employee presents a personal affidavit or certificate from a physician stating that the employee or a member of the employee's immediate family was ill on the day or days absent and provided the employee has not exhausted current or accumulated sick leave credit.
3. Sick leave will first be credited on the initial day of employment and in subsequent years on the first day worked of the school year. The total unused portion of the annual sick leave shall be permitted to accumulate indefinitely.
4. Accumulated sick leave shall be granted to a teacher, if prior to the opening day of the school year, an affidavit or a certificate of a physician is presented to the district board of education, stating that the teacher is unable to commence his duties on the opening day of the school year, but will be able to assume his duties within a period of time that the board determines to be reasonable.
5. All provisions herein apply to pregnancy related matters.
6. Employees may not engage in any gainful employment while on sick leave.
7. The parties agree to maintain a sick leave bank. Guidelines pertaining thereto shall be established by the parties.
8. If an employee uses no days of sick leave for the current school year, he/she will be granted two (2) additional sick leave days at the close of that school year. These days may accumulate and shall be eligible for the 30% buyout upon retirement.

Section B Emergency Leave

For the purpose of this section, “emergency” shall mean a sudden or unexpected happening; an unforeseen occasion or condition; or a sudden or unexpected occasion for action.

1. All employees shall be credited with not less than three (3) days of emergency leave per year. Emergency leave will first be credited on the initial day of employment and in subsequent years on the first day of the school calendar. Emergency leave shall not be available for use until the employee has reported to work.
2. Reasons for granting emergency leave with pay shall include:
 - a. death of relative by blood or marriage or close personal friends
 - b. emergency situations resulting from natural disasters
 - c. summons to appear in court
 - d. emergency medical treatment or hospitalization of self or immediate family
 - e. and such other reasons of emergency as approved by the principal/supervisor. The teacher may appeal the decision to the Superintendent.

Section C Personal Leave

1. Each teacher shall be granted not less than three (3) days of personal leave per year. The building principal/supervisor must approve the leave prior to the leave being taken. The building principal or immediate supervisor may deny leave if the total requests exceed the number of substitutes available.
2. Unused personal leave shall accumulate as sick leave.
3. Extended personal leave not to exceed one (1) year shall be granted at the discretion of the Board.
4. Pursuant to KRS 161.154, personal leave shall be supported by a personal affidavit stating the leave is personal and no other reason for verification of the leave shall be required.

Section D Maternity/Parenting/Adoption Leave

The employee who is pregnant shall upon request be granted an unpaid leave of absence. Upon the birth of a child or the adoption of a child, an employee shall upon request be granted an unpaid leave of absence for a period of not more than two consecutive years. Upon return to service of a teacher at the expiration of leave, the certified employee shall resume the contract status the certified employee held prior to such leave.

Section E Professional Leave

A leave of absence of up to two (2) years may be granted to any teacher upon application for educational research, approved travel, or professional purposes. Upon return if the teacher submits evidence that his/her leave was used for the stated purpose for which it was granted, the teacher shall resume the contract status which he/she held immediately prior to such leave.

Section F Military Leave

All officers and employees of this state, or of any department or agency thereof who are members of the national guard or of any reserve component of the Armed Forces of the United State, or of the reserve corps of the United States Public Health Service, shall be entitled to leave of absence from their respective duties, without loss of time, pay, regular leave, impairment of efficiency rating, or of any other rights or benefits to which they are entitled, while in the performance of duty or training in the service of this state or of the United States under competent orders, for a period in any calendar year not to exceed that specified in this section. Officers or employees while on leave shall be paid their salaries or compensations for a period or periods not exceeding fifteen (15) calendar days or ten (10) working days if the employee's position is based upon a five (5) day work week; twelve (12) if the employee's position is based upon a six (6) day work week; fifteen (15) days if the employees' position is based upon a seven (7) day work week, in any one (1) federal fiscal year.

Section G Jury Duty Leave

When a teacher is called for jury duty, the Board shall pay the teacher his/her full salary provided that such teacher agrees to return to the Board all pay received for serving on jury duty, excluding payment for expenses.

Section H Association Leave

The Board shall grant the Association forty-five (45) leave days as requested for such activities as attendance at regional, state, or national meetings or to conduct necessary Association business. Additional leave days may be requested. The allocation of such paid Association leave days among the Representatives of the

Association shall be determined by the Association. When a substitute is employed to replace a member on Association leave, the Association shall reimburse the Board in the amount equal to the substitute's salary. No individual shall be granted more than five (5) consecutive leave days or more than a total of twenty (20) days annually, except during contract and/or salary negotiations.

Section I Medical Leave

If any teacher uses all accumulated sick leave and is still unable to return to assigned duties, the teacher shall apply for and be placed on unpaid medical leave of absence. A teacher need not exhaust all sick leave credit in order to exercise the option of requesting to be placed on unpaid medical leave of absence. Whenever any teacher has been advised by a physician or otherwise knows of an interruption of teaching duties due to anticipated medical reasons and which may reasonably be expected to last thirty (30) or more days, the teacher shall notify the Superintendent and upon request may be granted a medical leave of absence by the Board. Such notice shall be given in writing and accompanied by a physician's statement setting out the anticipated date of commencement of interruption of duties. The teacher shall notify the Superintendent as soon as possible of any change in the return date. Said notice shall be accompanied by the written permission of the physician. The employee will resume the same contract status which the employee held prior to the leave.

Section J Court Appearance Leave

A teacher requested by a hearing official or subpoenaed to appear before any judicial or administrative tribunal or in an arbitration, mediation, or fact-finding proceeding shall be granted emergency time to fulfill the obligation. Additional emergency time shall be credited to the employee if the existing emergency days have been utilized. The employee shall return to the Board any remuneration received for the appearance other than payment of expenses.

Section K Political Leave:

An employee has the right to become a candidate for public office and to serve in such elective office unless there is a specific legal prohibition. Upon request, employees shall be granted a leave of absence without pay in order to serve in public office. The employee will resume the same contract status which the employee held prior to the leave.

Section L Family and Medical Leave

Any certified employee who has worked for the Board at least twelve (12) months and at least 1250 hours over the previous twelve (12) months may apply for Family and Medical Leave. Specific guidelines provided in the Family and

Medical Leave Act of 1993 shall be followed. If the employee returns in a following school year, the employee will resume the same contract status which the employee held prior to the leave. If the employee returns within the same school year, the employee will resume the same position held prior to the leave.

Section M Resumption of Benefits Following Leave

When the employee resumes service in the district following leave, any unused accumulated sick leave will be restored. Any employee granted a leave which affects the continuation of benefits shall assume responsibility for making arrangements for the continuation of said benefits during the term of said leave. The Employer will provide assistance and information with the ultimate responsibility for all notices remaining with the employee.

ARTICLE XXV - MISCELLANEOUS

Section A In the event the Board contemplates the construction of new educational facilities in the school district, certified employees who will be affected by these new facilities shall have the opportunity to influence the instructional decisions made concerning the new facilities.

Section B Before the Board initiates any new program, including those for which grants are available, that in any way modifies any term of the contract, the Board shall negotiate any such change with the Association.

Section C The District will post a copy of the contract, once approved, on the District website. Should employees desire a hard copy, a request should be directed to the President of the Association. The Association will bear the cost of any hard copies provided.

ARTICLE XXVI - EMPLOYEE COMPENSATION AND FRINGE BENEFITS

Section A Pay Schedules

The salary and supplementary pay schedules shall be approved annually by the Board of Education and posted to the District's website. Teachers shall receive their pay checks in 26 equal installments according to the established pay period schedule for certified employees. The regular pay shall be every two (2) weeks.

Section B Pay Practices

Direct Deposit of pay checks to the financial institution of the employee's choice shall be made available to all employees of the district.

Section C Insurance Benefits

1. Term Life Insurance - Each full time employee shall be provided a \$50,000 (\$30,000 local contribution and \$20,000 state contribution) term life insurance policy with Double Accidental Death and Dismemberment - full premium shall be paid by the Employer and/or State of Kentucky.
2. Fringe Benefit Pool Contribution (Section 125) - An amount equal to .25% (1/4%) of the annual base salary shall be added to the salary of each certified employee for a fringe benefit pool for the purchase of one (1) or more benefits approved by the employer. The employee shall make selections from among the following benefits:
 - a. Health Insurance
 - b. Dental/Vision - spouse/dependent coverage
 - c. Cancer
 - d. Disability Income Protection
 - e. Life Insurance
 - f. Dependent/Child Care
 - g. Long Term Care Insurance
 - h. Cash (Taxable)

The cash benefits selected by an employee will be adjusted by an amount sufficient to recompense the Employer for any extra costs related to the Employer's match on Social Security and/or retirement contributions associated with that benefit. When the employee has not made a selection or when a balance remains after selection, the employee shall be deemed to have selected the cash option. Benefit categories may be added or deleted from time to time by mutual agreement of representatives of the parties. Such changes may be requested by

any of the parties because of changes in tax laws, regulations, number of benefit participants, or economic conditions.

Section D Retirement Benefits

When an employee retires, he/she shall receive a retirement bonus of 30% of the value of his/her unused sick leave using the employee's daily rate of pay.

Bonus = Unused sick leave X .30 X daily rate of pay

Section E - ESS Salaries and Stipends

1. ESS salaries shall be paid at a flat hourly rate of thirty dollars (\$30.00).
2. The stipend rate for teachers is:

2017 – 2021	\$30.00
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ARTICLE XXVII - CURRICULUM DEVELOPMENT AND DISTRICT WIDE COMMITTEES

Section A The District shall establish the following district-wide committees:

- a. Calendar Committee
- b. Certified Evaluation Review Committee
- c. Comprehensive District Improvement Plan Committee
- d. Discipline Committee

At least one half of the certified employees on these committees shall be teachers appointed by the President of BCEA. Any district-wide ad hoc committees shall include certified membership in this same manner. Parents, classified employees, community members, and students on these committees will be volunteers or selected on recommendation from BCEA, BCPS, PTA or other groups.

Section B Teachers serving on the district wide committees and subcommittees listed in Section A shall be provided release time to work during the regular school day or paid at the stipend rate if required to work beyond the regular school day.

ARTICLE XXVIII - MAINTENANCE OF STANDARDS

The Employer agrees to take such action as is necessary to give full force to the provisions for this Agreement. The Employer shall make no arbitrary change in past policy, rule, or practice affecting employees' wages, hours, or working conditions. This Agreement shall supersede any rules, regulation, or practice of the Employer which shall be contrary to or inconsistent with its terms.

ARTICLE XXIX - EFFECT OF AGREEMENT

Section A The parties mutually agree that the terms and conditions set forth in this Contract represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in an amendment hereto.

Section B Should any Article, Section, or Clause of this Contract be declared illegal by a court of competent jurisdiction, said Article, Section or Clause, as the case may be, shall be automatically deleted from this Contract to the extent that it violates the law, but the remaining Articles, Sections and Clauses shall remain in full force and effect.

Section C This Contract shall supersede any rules, regulations, or practices, other than statutory duties of the Board which shall be contrary to or inconsistent with the terms contained in this Contract. The provisions of this Contract shall be incorporated into and be considered part of the established policies of the Board.

Section D Any individual contract between the Board and any individual employee shall be expressly subject to the terms and conditions of this Contract.

ARTICLE XXX - TERM OF CONTRACT

Section A This Contract is made and entered into at Shepherdsville, Kentucky, on this 6/19 day of June, 2017, by and between the Bullitt County Board of Education and the Bullitt County Education Association, party of the second part, heretofore referred to as the "Association".

Section B This Contract shall be effective as of July 1, 2017 and shall expire on June 30, 2021, with the exception that the calendar shall be negotiated on an annual basis and compensation, and salary shall be negotiated on an annual basis.

Section C Should either the Association or Board desire to enter into negotiations for a successor agreement, the party so desiring shall notify the other party between sixty (60) and one hundred twenty (120) days prior to the expiration of the Agreement. If so notified, the parties will commence bargaining within thirty (30) days after notification to the extent not inconsistent with Article XXIX, Section B.

Section D This Contract is so attested to by the parties whose signatures appear below:

Bullitt County Education Association

Bullitt County Board of Education

By: Kimberly M Ludwig
President

By: Reborah Atherton
Chair

By: _____
Secretary

By: Keith Davis
Secretary

By: Kimberly M Ludwig
Bargaining Spokesperson

By: Becky Sexton
Bargaining Spokesperson

Tentative Agreement May 24, 2017

Kimberly M Ludwig
Kimberly Ludwig, BCEA

Becky Sexton
Becky Sexton, BCPS