

THE MCCRACKEN COUNTY
BOARD OF EDUCATION

AND

THE PARTICIPATING CERTIFIED STAFF
REPRESENTED BY THE
MCCRACKEN COUNTY
EDUCATION ASSOCIATION

CONTRACT:
2017-2019

Table of Contents

PREAMBLE	3
ARTICLE I. DEFINITIONS	4
ARTICLE II. RECOGNITION	5
ARTICLE III. AGREEMENT PROVISIONS	5
ARTICLE IV. PROFESSIONAL NEGOTIATION PROCEDURES	5
MEETINGS FOR NEGOTIATION PURPOSES	6
EXCHANGE OF INFORMATION RELATING TO NEGOTIATIONS	6
STRIKES AND PUBLIC PRESSURE	6
ARTICLE V. BOARD AND PARTICIPANTS COOPERATION	7
BOARD AND CERTIFIED EMPLOYEE RESPONSIBILITIES	7
NEW TEACHERS – ORIENTATION	7
USE OF SCHOOL FACILITIES BY THE ASSOCIATION AND PARTICIPANTS	7
TIME PROVIDED FOR ASSOCIATION LEAVE	8
WEB SPACE	8
EMAIL ACCESS	8
ARTICLE VI. TEACHING PRACTICES	8
PROFESSIONAL ACTIVITIES, IN-SERVICE EDUCATION, AND STAFF MEETINGS	9
CERTIFICATION	9
NATIONAL BOARD CERTIFIED TEACHERS	9
AUTHORITY OF TEACHERS	9
PROFESSIONAL RELATIONSHIPS WITH STUDENTS – TUTORING AND INDIVIDUAL HELP	9
ARTICLE VII. ASSIGNMENT, REDUCTION IN FORCE, AND TRANSFERS	10
RESPONSIBILITIES AND ASSIGNMENTS OF TEACHERS	10
ASSIGNMENTS TO CLASSES	10
NOTIFICATION OF ASSIGNMENT	10
REDUCTION IN FORCE	11
TRANSFER OF TEACHERS	11
ASSIGNMENT OF SPECIALIZED DUTIES	11
ITINERANT TEACHERS ASSIGNED TO MULTIPLE SCHOOLS	11
POSTINGS OF VACANCIES	11
PROGRAM FOR DUTY-FREE LUNCH PERIOD	12
ARTICLE VIII. TEACHING RESPONSIBILITIES	12
LEAVING THE BUILDING DURING THE SCHOOL DAY	12
TEACHER’S PREPARATION FOR ABSENCE	12
TEACHER’S RESPONSIBILITY FOR ATTENDANCE INFORMATION	12
RESPONSIBILITY FOR WORK OF ABSENT STUDENTS	12
COLLECTION OF FUNDS FOR CHARITABLE CAUSES BY CHILDREN OR TEACHERS	12
COLLECTION OF MONEY FOR SCHOOL ACTIVITIES BY TEACHERS	12
COLLECTION OF MONEY FOR GIFTS TO TEACHERS	13
TEACHER RESPONSIBILITY FOR EDUCATIONAL TRIPS	13
TEACHERS TO REPORT DAMAGE TO SCHOOL PROPERTY	13
STUDENT CONTROL AND DISCIPLINE	13

NOTIFICATION OF ABSENCE – PERSONAL OR SICK LEAVE	13
PROFESSIONAL IMPROVEMENT	14
TEACHERS’ RELATIONSHIPS WITH PARENTS.....	14
TEACHERS’ RESPONSIBILITY FOR GRADING.....	14
ARTICLE IX. PERSONNEL FILES.....	14
ARTICLE X. TERMINATION OF A TEACHER CONTRACT	15
CONTRACT TERMINATION AT THE REQUEST OF THE TEACHER	15
TERMINATION OF CONTRACT FOR CAUSE	15
ARTICLE XI. GRIEVANCE PROCEDURE.....	15
ARTICLE XII. LEAVES	15
ARTICLE XIII. WORKERS’ COMPENSATION AND FRINGE BENEFITS.....	15
WORKERS’ COMPENSATION	16
DENTAL AND VISION INSURANCE BENEFITS.....	16
HEALTH INSURANCE FOR 7/10 EMPLOYEES	16
SICK LEAVE COMPENSATION	16
SICK LEAVE DONATION PROGRAM	16
SICK LEAVE CARRY FORWARD	17
PERSONAL DAY CARRY FORWARD.....	17
PERSONAL DAY CONVERSION.....	17
PROFESSIONAL MEMBERSHIPS FOR EMPLOYEES WHO BILL MEDICAID	17
ENROLLMENT OF TEACHERS’ CHILDREN	18
ARTICLE XIV. SALARY PROVISIONS	18
SALARY SCHEDULE NEGOTIATIONS	18
PAY DAY	18
EXTENDED SERVICE PAY	18
RANK CHANGE	19
PARENT/TEACHER CONFERENCE DAY	19
ARTICLE XV. DURATION OF AGREEMENT	19
ARTICLE XVI. PUBLICATION AND DISTRIBUTION	20
ARTICLE XVII. CONCLUSION	21

PREAMBLE

The McCracken County Board of Education, Paducah, Kentucky (hereinafter referred to as the “Board”) and the certified employees of the McCracken County Public Schools who designate the McCracken County Education Association, Paducah, Kentucky, to represent them in this Agreement (hereinafter referred to as the “Participants”) share a common objective for the development and operation of educational programs of the highest quality for the pupils, patrons, and the community of the McCracken County School District. In developing high standards of performance necessary to high quality education, the morale and well being of the staff are factors of prime importance.

If there is a conflict between this Agreement and existing Kentucky Revised Statutes, Kentucky Administrative Regulations, Board policies or procedures, or SBDM policies or procedures, those documents shall supersede this Agreement. It is understood in the event any provisions of the Agreement shall become invalid or unenforceable by reason of any federal or state statute, law, regulation, order, or local Board of Education policy now existing or hereafter enacted or put in force, the affected contract provision will be amended to comply with said statute, regulation, order, or policy.

The parties recognize the unique role of the teaching profession in the planning, development, operation, and improvement of the educational programs of a quality consistent with the shared objectives. The Participants and the Board will continue to seek mutually acceptable, long-term educational goals and programs in areas of mutual concern.

The purpose of the Agreement is to give certified professional employees a voice in the development of educational policies, clarify the roles and relationships of those involved, outline procedures to be followed, and improve the channels of communication between the Board of Education and the Participants.

Paramount to all relationships, recommendations, and agreements are the education and well being of the students in the McCracken County School District.

The Board of Education and the Participants further agree on the articles that follow:

ARTICLE I. DEFINITIONS

As used in the Agreement, unless the context otherwise specifies, the following definitions will apply.

ADMINISTRATOR OR ADMINISTRATION – those certified school officials whose professional duties include those of a supervisory nature and/or those involved in employee evaluation

ASSIGNMENT / REASSIGNMENT – The job duties assigned within a school building.

ASSOCIATION – The McCracken County Education Association, Paducah, Kentucky.

BOARD – The McCracken County Board of Education, superintendents, and the administrative staff of McCracken County School System.

CERTIFIED PERSON, CERTIFICATED PERSON, CERTIFIED PERSONNEL, or CERTIFIED EMPLOYEE – Those persons, other than temporary substitutes, holding positions requiring certificates referred to in [KRS 161.010 through 161.120](#) and who are employed by the Board of Education but excluding superintendent and administrative staff.

DISTRICT / SCHOOL DISTRICT – The McCracken County Public School System of Paducah, Kentucky.

PARTICIPANT – Certified teachers who designate the McCracken County Education Association to represent them formally for the purpose of this Agreement.

PERSONNEL FILE – The one official file, including information maintained in electronic format, maintained in the Central Office under the custody of the Superintendent or the Superintendent's designee for each employee.

PROFESSIONAL NEGOTIATIONS – Process whereby the Board of Education and the Participants can meet, discuss, and attempt to reach agreement on items to be negotiated.

SCHOOL BASED DECISION MAKING (SBDM) COUNCIL – Council of parents, teachers, and principal/administrator as governed by the State law of Kentucky ([KRS 160.345](#)).

SCHOOL DAY – The length of time that school is in session as prescribed by the Board of Education and in accordance with the laws and regulations of the State of Kentucky.

SCHOOL YEAR – The time period defined by the board of Education in accordance with state law.

SUPERINTENDENT / SUPERINTENDENT OF SCHOOL – The executive agent of the McCracken County Public School System or his designee

TEACHER – All certified personnel who are not administration or supervisors.

TRANSFER – Change in appointment of the teacher from school to school.

ARTICLE II. RECOGNITION

The Board of Education recognizes that teaching is a profession, and further recognizes the Association as the formal representative to all certified personnel, except supervisory or administrative personnel, employed by the Board of Education who so designate the Association to be such by written notice to both parties to this Agreement.

The Participants recognize that under Kentucky law, the Board of Education shall have and exercise the control of the public school within McCracken County School District. This Agreement in no way attempts to alter or diminish such statutory authority. Final decisions will be made by the Board of Education ([KRS 160.160](#), [KRS 160.290](#).)

The Association will not discriminate in its membership requirements or in who it represents for Professional Negotiations on the basis of race, religion, national origin, sex, marital status, or professional assignment. The Board or any administrative officer thereof will not discriminate against certificated employees because of their exercise of rights under the Agreement.

Certified employees shall have the right to join or not join any organization for their professional or economic improvement.

Nothing in the Agreement shall prohibit any certificated employee or group from appearing before the Board of Education in their own behalf after going through established administrative procedures.

ARTICLE III. AGREEMENT PROVISIONS

There shall be no reprisals of any kind taken against any teacher by reason of his/her choice whether to be a member of the Association, participate in its activities, or participate in this Agreement.

In an attempt to aid anyone reviewing this Agreement, references are made to Board policies, federal and state statutes and regulations. Parties to this Agreement recognize that failure to specifically reference a relevant policy, statute, or regulation does not indicate they don't apply.

ARTICLE IV. PROFESSIONAL NEGOTIATION PROCEDURES

Upon request and approval from either party, beginning not later than March 1 of the school year during which this Agreement expires, the parties agree to enter into negotiations as to a successor Agreement in accordance with the procedure set forth herein, in a good faith effort to endeavor to reach agreement by June 1 concerning

teacher salaries and other conditions of their employment. Such negotiations will also include any matters the parties mutually agree are negotiable.

During the negotiation, the Board and the Association will present relevant data and exchange points of view and present proposals and counter proposals. In meetings between the Board of Education and representatives of the Participants, either or both, at their option, may employ the assistance of an advisor.

During the time negotiations are in progress, there will be no reports issued to the news media without mutual consent. Tentative agreements shall be reduced to writing and presented to the Participants for their approval. An Agreement approved by both parties shall be duly signed and binding.

Meetings for Negotiation Purposes

Requests for meetings for negotiations for a new Agreement by either party shall be made in writing by November 15th. Requests from the Association shall be made in writing to the Superintendent or his designee. Requests from the Board shall be made in writing by the Superintendent to the President of the Association or his or her designee. A meeting shall be set at a mutually convenient place, time, and date. Reasons for meeting shall be stipulated in the request.

Negotiations shall be conducted by persons designated as representatives of the Board and the representatives of the Participants, except that any of the parties hereto may have legal counsel present and may at any time invite such other persons to the meeting as may reasonably be required to resolve a given issue. When mutually agreeable to the Board and the Participants, official summary minutes shall be kept and clerical assistance provided at a shared cost.

Exchange of Information Relating to Negotiations

The Board and the Participants will comply with requests to furnish each other with information that is lawful and legal, as is reasonably necessary to permit them to intelligently and effectively discharge their obligations to negotiate collectively and to develop intelligent, accurate and constructive programs on behalf of the teachers, the children and the educational program of the community. The cost of providing information shall be borne by the party requesting the information.

Strikes and Public Pressure

The Association shall not cause or sponsor, and no participant shall cause or participate in any strike, work stoppage, or other illegal activity directed against the Board. If the Association disclaims in writing to the Board responsibility for any act prohibited hereby and instructs its members in writing to discontinue such activity, it shall not be liable. Employees who participate in any act causing interference with established schedules or programs may be disciplined or discharged pursuant to [KRS 161.790](#).

ARTICLE V. BOARD AND PARTICIPANTS COOPERATION

Board and Certified Employee Responsibilities

Subject to the rights of the certified personnel who choose to participate in this Agreement, the Board shall continue to exercise its exclusive vested responsibility to make policy except where Kentucky Law authorizes the School Based Decision Making Councils to make policy. Subject to the rights of the certified personnel who choose to participate in this Agreement, the Superintendent shall continue to exercise his exclusive vested responsibility in the employment, selection, direction, and assignment of central office and district-wide personnel, the rights to promote, demote, transfer, discipline, discharge, and determine the qualifications of employee.

New Teachers - Orientation

Having a common concern in the training of teachers, during the early years following their entrance in the McCracken County Public School System, the Association and the Board agree to provide a program of education designed to assist teachers to adjust to the school system.

The Board and the Association shall abide by the rules and regulations of [KRS 161.030](#) in the orientation of a teacher without previous professional employment as a teacher. Association officers and representatives will participate in the orientation of new teachers.

Teachers with no previous professional experience and who are not affected by [KRS 161.030](#) will be involved in a program to meet their particular needs.

The Board agrees to have a KEA membership application included in the New Employee Benefit Packet.

Use of School Facilities by the Association and Participants

The Association and Participants will have the right to use school buildings, facilities, and equipment without cost at reasonable times for meetings; however, the Association and Participants will be required to pay for any additional operational costs involved by reason of said meetings and such meetings shall not be held for the purpose of earning a profit. Arrangements and facilities for such meetings shall be subject to Board of Education policies and procedures. The principal of the school building in question will be consulted in advance regarding the time and place of all such meetings.

There will be at least one bulletin board in each school, which will be placed in such location as to be accessible to teachers, for the purpose of displaying notices, circulars, and other Association and Participant material. The Association and Participants shall be responsible for maintaining its content. The Association and Participants agree that they will not post any material that is confidential in nature or derogatory to the McCracken County School System. The bulletin board will be provided by the

Association and installed according to the direction of the principal and director of facilities.

Upon approval of the principal of the school, the Association and Participants may be permitted to meet within the school under circumstances that will not interfere with the school's scheduled program. Such meetings may be held only during the lunch period or before or after class hours, at a place to be assigned by the principal, where students are not present. Participants may attend such meetings. It is understood that teachers assigned to duties may not be excused from their assigned duties for attendance at such meetings unless specific approval of the principal is received.

Time Provided for Association Leave

Duties of the designated officers of the Association shall, where possible, be scheduled in such a manner as to permit their freedom from assigned duties during the last period of the school days scheduled for professional meetings and activities so long as such arrangement does not interfere with the teacher's responsibilities to students. In the event that the Association officer is attending professional meetings and activities during planning time, the alternate planning time shall be documented for the principal.

The Association shall be allocated ten (10) release days per year to attend regional, state, or national meetings or to perform Association duties. The allocation of days shall be determined by the Association after the principal has been given five (5) days notice. When a substitute is employed to replace a member on Association leave, the Association shall pay the cost for the substitute.

Web Space

The Board agrees to provide web space for the Association with the same restrictions as for the bulletin boards in schools. This web space will be maintained by the Association and used for members to access Association information.

Email Access

The Board agrees to allow the MCEA President and Participants' Spokesperson use of the district certified distribution list to email all certified members as needed for purposes requested of the MCEA President and/or Participants' Spokesperson. All certified distribution list email correspondence must adhere to related Board of Education policies and include the District Technology Coordinator and/or Superintendent.

ARTICLE VI. TEACHING PRACTICES

Professional Activities, In-Service Education, and Staff Meetings

Professional improvement and participation in professional activities are encouraged beyond the teachers' professional development requirements. Within each building, activities contributing to the teachers' professional development requirements and other professional activities shall be arranged in accordance with state law, regulation, district policy and SBDM policy.

For meetings not under the responsibility of SBDM council, reasonable notice shall be given and posted in an appropriate location or format within the respective school. Appropriate arrangements must be made in advance for unavoidable absence or early departure from such meetings. Emergency meetings may be called at the prerogative of the administrator.

Certification

The requirements for certification established by the Education Professional Standards Board (EPSB) and the national requirements for No Child Left Behind shall be an integral part of the employment practices of the McCracken County Public School System. The Superintendent's office will cooperate in notifying teachers when it has been determined by that office that certificate expiration may occur. However, it is the responsibility of each teacher to meet and maintain the requirements for certification established by the EPSB.

National Board Certified Teachers

The Board will provide one professional release day and substitute teacher for any teacher upon receiving initial National Board Certified Teacher status to attend the state reception in their honor.

Authority of Teachers

Every teacher, as defined in Article I of this Agreement, has the authority at any time over any student or students on school grounds or in school buildings and shall be expected to exercise such authority when circumstances require in accordance with [KRS 161.180](#) and Board policy [09.221](#).

Professional Relationships with Students - Tutoring and Individual Help

Teachers are expected and encouraged to provide individual instruction for their students in their classes as part of their regular assignment and duties. Teachers are not permitted to use school system facilities or equipment for any tutoring for which payment is made from sources other than the Board except as related to Board policies [03.1321](#), [03.1721](#) and [05.3](#). Teachers may not be excused from assigned duties for the purpose of tutoring.

ARTICLE VII. ASSIGNMENT, REDUCTION IN FORCE, AND TRANSFERS

Responsibilities and Assignments of Teachers

The Board and the Participants recognize that the responsibilities of the teachers may extend beyond the defined limits of the school day. The needs of the individual children, conferences, meetings, preparation, and study may require the time and energy of teachers above and beyond the scheduled hours. The Participants endorse the devotion of time to the meeting of these responsibilities.

Assignments to Classes

In accordance with sound educational policy and in the interest of promoting the highest standards of professional performance for the benefit and needs of students, the Board and the Participants assert that all teachers should be assigned to positions providing for the greatest exercise of their various talents, qualifications, and in recognition of the teacher's certification.

Notification of Assignment

In accordance with individual school based council policies or in the absence of such policies, teachers will be given an opportunity to express their preferences regarding assignments to subject areas and classes. Specific requests may be filed with the school principal or supervisor in written form by April 15. Teachers' preferences will be considered and respected where feasible and in the best interest of students.

In accordance with individual school based council policies or in the absence of such policies, 30 days prior to the first student attendance day, teachers will be informed tentatively of their assignments for the following school year. Notification will include the following information.

Subject(s) to be taught;

Grades of the subject(s) to be taught;

Any additional available and necessary information that the teacher might reasonably require in making plans for assumption of the responsibilities of the assignment.

It is the responsibility of the school principal or supervisor to ascertain the certification requirements for each position prior to assignment of teachers. However, upon receipt of the information regarding assignment, the teacher shall immediately notify the principal of any certification deficiency.

As early as possible, teachers should receive instructional information for the following school year, including the periods and rooms and buildings where their teaching assignments occur. It is understood that all information detailed above is to be

considered subject to change because of last minute changes in subjects, enrollments, staff changes, and other conditions that require immediate action.

Reduction in Force

When, by reasons noted in [KRS 161.800](#), a reduction in force becomes necessary, the Superintendent shall do so in compliance with statute and Board policy [03.171](#).

Transfer of Teachers

The Board and the Participants recognize that some transfer of teachers from one school to another is unavoidable. It is also recognized that frequent transfer of teachers tends to be disruptive of the educational process and interferes with optimum teacher performance. Transfers will only take place in accordance with the Kentucky Revised Statutes, Kentucky Administrative Regulations, and Board policies. In making transfers, the preferences of individual teachers will be considered to the extent that those do not conflict with the best interests of the district and the students. When involuntary transfers are necessary, the teacher's certification(s), areas of competence, preferences, and quality of teacher performance will be considered to the extent that those do not conflict with the best interests of the district and the students.

Assignment of Specialized Duties

Teacher's assignments to supervisory or specialized duties should be in accordance with the individual school's SBDM policies. In the absence of specific policies, the principal or supervisor shall administer these specialized assignments on the basis of the equitable distribution of such duties, with all staff members accepting equal portions of the tasks. Teachers' individual preferences for assignments are to be honored when feasible and consistent with the needs of the educational program and that school's SBDM policies.

Itinerant Teachers Assigned to Multiple Schools

Teachers who are assigned to more than one school in any one school day will be eligible for mileage reimbursement for required inter-school driving in accordance with Board policies. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel.

Postings of Vacancies

All district-wide and school vacancies will be publicized in accordance with [KRS 160.380](#), [KRS 161.760](#), [Kentucky OAG 97-07 \(March 4, 1997\)](#) and Board policy [03.11](#). Filling of vacancies will be done in accordance with [KRS 161.020](#) and Board policies [03.11](#) and [02.4244](#).

Program for Duty-Free Lunch Period

The Board agrees to furnish a duty-free lunch period in accordance with [KRS 158.060](#), Board policy [03.1332](#), and guidelines established by SBDM councils.

ARTICLE VIII. TEACHING RESPONSIBILITIES

Leaving the Building During the School Day

When it is necessary for a teacher to leave the building during the school day, the teacher shall secure the approval of the teacher's immediate supervisor in accordance with Board policy [03.1332](#).

Teacher's Preparation for Absence

It is required that each teacher be prepared at all times for the possibility of absence by providing, in a specific place in the teacher's desk, such definite plans and general directions as will enable a substitute to proceed efficiently with the instruction of students.

Teacher's Responsibility for Attendance Information

Teachers will have the responsibility for attendance records as directed by the administration and will be accountable at all times for information regarding the presence of students under their designated responsibility. Teacher responsibilities and duties are also found in Board policy [03.132 and 03.133](#), as well in the job description.

Responsibility for Work of Absent Students

When a student is absent, a parent may ask the school office for the student's assignments. Teachers may be directed by the principal to send assignments or books to the school office. Teacher responsibilities and duties are also found in Board policies, including but not limited to [03.132 and 03.133](#), as well in the job description.

Collection of Funds for Charitable Causes by Children or Teachers

The collection of funds by teachers for charitable causes pertaining to the betterment of children is permissible if it is done in accordance with the [Accounting Procedures for Kentucky School Activity Funds](#) or "Redbook" and Board policy [09.33](#), and with proper approval.

Collection of Money for School Activities by Teachers

State regulations ([702 KAR 3:130](#)) require that money collected for student activities in any school be banked and credited to the appropriate school activities account. State regulations govern the procedure for collection of funds, deposit slips, receipts, and

request for withdrawals. Auditors periodically review the transaction records. Such regulations shall be observed. When a teacher collects money for any reason, the teacher shall deposit funds daily in the school office for safekeeping. Money shall not be left in a classroom. (See [Accounting Procedures for School Activity Funds](#) or “Redbook” for further details.)

Collection of Money for Gifts to Teachers

Collection of money from students for gifts to teachers is discouraged by the Board and the Participants.

Teacher Responsibility for Educational Trips

A well-planned field trip is considered a worthwhile educational experience. A teacher wishing to make such a trip shall adhere to [KRS 161.180](#), [KRS 161.185](#) and Board policy [09.36](#) and obtain appropriate approval according to Board policy before proceeding with planning a trip and making final arrangements.

All trip arrangements are the teacher’s responsibility, including transportation, waivers, and supervision. School buses or appropriately certified common carriers approved by [Kentucky Administrative Regulation 702 Chapter 5](#) shall be used for transporting students. No other type of vehicle shall be used. Parents must give written approval for students to participate in school-sponsored trips.

Teachers to Report Damage to School Property

Property damaged, destroyed, or stolen in situations deemed to be part of the teacher’s assignment shall be immediately reported to the employee’s immediate supervisor in accordance with Board policy [03.3121](#).

Student Control and Discipline

Teachers shall adhere to [KRS 161.180](#), Board policies and procedures, SBDM policies and procedures, and the Student Code of Conduct regarding student discipline.

Notification of Absence – Personal or Sick Leave

Personal leave is provided to teachers in accordance with [KRS 161.154](#) and Board policy [03.1231](#). Notification of absence shall be in accordance with Board policy.

The Board provides sick leave to teachers without deduction in salary in accordance with [KRS 161.155](#) and Board policy [03.1232](#). Notification of absence shall be in accordance with Board policy.

Professional Improvement

The Board and Participants agree that accreditation by the Southern Association of Colleges and Schools Council on Accreditation and School Improvement (SACSCASI) is desirable. During the SACSCASI reviews, teachers will carry out assigned responsibilities as they pertain to accreditation procedures. Teacher assignments for any review will be as fair and equitable as possible in terms of time required.

Teachers' Relationships with Parents

Teachers will be promptly advised of any complaints about them made to any member of the administration by any parent, student, or other person.

Teachers' Responsibility for Grading

Teachers shall follow state, local Board, and SBDM policies in awarding grades to students. In the absence of such policies, if there is ever a question concerning a student's grade, the principal may request the teacher to review the material, standards, and process on which the grade was awarded. Teachers may be asked to change a grade only when necessary adjustments are merited by the review.

ARTICLE IX. PERSONNEL FILES

Teachers shall have the right, upon request, to review and copy the content of any of their personnel files in accordance with [KRS 61.884](#) and [KRS 61.878](#) and Board policy [03.15, procedure 03.15 AP.21, and procedure 01.6 AP.2.](#)

Material descriptive of a teacher's conduct, service, character, or personality will not be placed in any personnel files unless the teacher has been given an opportunity to review the material. The teacher will acknowledge that an opportunity to review such material has been provided by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement or disagreement with the contents thereof. The teacher will also have the right to submit a written response to such material and the response shall be reviewed and acknowledged by the Superintendent and attached to the document within the teacher's personnel file.

If portions of the personnel file are created electronically (such as summative evaluations in CIITS,) hard copies will be printed and maintained in the personnel file.

Complaints and disciplinary action against a teacher that are found to be unsubstantiated may be expunged from the personnel file two (2) years from the date of insertion in the file. Any portion of the personnel file that is subject to removal must be done so in accordance with the Kentucky Public School District Records Retention Schedule ([KRS 171.410 – 740.](#)) A teacher may submit a written request for portions of

the personnel file to be expunged. The teacher will be notified in writing if items are expunged from the personnel file.

ARTICLE X. TERMINATION OF A TEACHER CONTRACT

Contract Termination at the Request of the Teacher

In the event that employment is terminated during a school year by the teacher, the teacher shall comply with [KRS 161.780](#). The Board and the Participants appeal to the professional responsibility of teachers who elect to leave the system at the end of the school year to inform the administration of such intent, if possible, by February 1. Such information will not constitute a resignation.

Termination of Contract for Cause

Termination of employment by administrative decision shall be governed by [KRS 161.790](#).

ARTICLE XI. GRIEVANCE PROCEDURE

Teachers shall follow the district's specific grievance procedures. Board policy [03.16 and Board procedures 03.16 AP.1 and 03.16 AP.2](#), address general and personnel grievances. Harassment and discrimination grievances are governed by Board policy [03.162 and procedures 03.162 AP.21 and 03.162 AP.23](#).

ARTICLE XII. LEAVES

Personal leave, sick leave, sick leave bank, family and medical leave, maternity leave, extended disability leave, educational/professional leave, emergency leave, jury leave, and military/disaster services leave are all governed by federal or state statute, regulation, and/or Board policy.

ARTICLE XIII. WORKERS' COMPENSATION AND FRINGE BENEFITS

Workers' Compensation

All employees of the McCracken County Board of Education are covered by workers' compensation insurance. If an accident occurs, an accident report (Board procedure [03.14 AP.21](#)) should be completed and submitted. Board policy [03.1241](#) addresses the coordination of workers' compensation benefits with sick leave.

Dental and Vision Insurance Benefits

The Board agrees to continue to pay the monthly rate for all certified employees eligible for dental insurance not to exceed \$22.71 per employee per month. Dental insurance will be equal to or better than the present benefit if available. The Board agrees to continue to solicit proposals for vision insurance as needed to select a provider for optional, employee-paid vision policies. Employees will be responsible for optional vision insurance premiums. The dental and vision insurance company selected will be the option of the Board. The Participants will provide up to two (2) committee members who will assist in screening and recommending insurance providers and their coverage.

Health Insurance for 7/10 Employees

The Board agrees to provide state health insurance coverage for certified persons who work at least 70% of the school day/month in accordance with [KRS 161.158](#) and [702 KAR 1:035](#).

Sick Leave Compensation

All certified staff retiring from the McCracken County School System shall have an additional amount not exceeding statutory limits added to their final year's salary. This amount shall be calculated at thirty percent (30%) of the value of all accumulated sick leave days computed from the individual's final daily rate in accordance with Kentucky Teachers Retirement System (KTRS) procedures. Accumulated sick leave daily rate for all employees shall be based on their number of contracted days.

To qualify for this payment, certified staff shall be eligible for service retirement through KTRS service retirement with annuity deduction, or eligible disability retirement system as defined by KTRS. An employee's retirement status shall be determined by the information on file with KTRS.

Sick Leave Donation Program

Any certified employee who has accrued more than fifteen (15) days of sick leave may request to transfer sick leave days to another certified employee who is authorized to receive the donation in accordance with Board policy [03.1232](#) and procedures [03.1232 AP.1](#), [03.2232 AP.1](#), and [03.2232 AP.22](#).

Sick Leave Carry Forward

Any full time teacher not having used their ten (10) sick days by the end of the school year shall carry over eleven (11) sick days instead of ten (10.) If a teacher makes an initial donation of one (1) sick day to join the sick leave bank but has not used the other nine (9) sick days by the end of the school year, the teacher shall carry over ten (10) sick days instead of nine (9.)

Personal Day Carry Forward

A full time teacher may elect in writing to carry forward up to two (2) personal days at the end of any school year to give the teacher a maximum of up to five (5) personal days to use in a given year. The remaining of the three (3) original personal days (if any) would carry forward as a sick day in accordance with current policy. If a teacher ends a year with more than three (3) personal days, the three (3) shall be converted to sick leave in accordance with current policy. The remaining unused personal days at the end of the year, up to two (2), will remain as personal days and be added to the three (3) new days added at the start of the following year. This would not require a written request. Teachers not requesting in writing to carry forward up to two (2) personal days will have their three (3) personal days carried forward as sick days, in accordance with current policy. Once days are carried forward as personal days, they will remain as personal days.

Personal Day Conversion

On June 30, personal leave days not used during the current year shall be transferred and credited to the employee's accumulated sick leave amount at the end of the school year. If zero (0) personal leave days are used, five (5) days will be added to sick leave at the end of the school year. If a half (.5) personal day is used, three and a half (3.5) days will be added to sick leave at the end of the school year. If one (1) personal leave day is used, three (3) days will be added to sick leave at the end of the school year. If one and a half (1.5) personal leave days are used, one and a half (1.5) days will be added to sick leave at the end of the school year. If two (2) personal leave days are used, (1) day will be added to sick leave at the end of the school year. If two and a half personal leave days are used, one half (.5) day will be added to sick leave at the end of the school year.

A teacher may, one time while actively employed in McCracken County Public Schools, convert any accumulated personal days above three to sick leave. Written notification must be received in payroll by June 1 for conversion in the same fiscal year.

Professional Memberships for Employees Who Bill Medicaid

School-Based Health Services (SBHS) are reimbursable to school districts by Medicaid if provided by specific practitioners acting within their scope of practice. In some cases, Medicaid requires licensure or membership with a professional organization for the employee to be eligible to participate in SBHS billing. For employees whose jobs require participation in SBHS billing, if Medicaid requires a personal membership to a professional organization, the employee may present a request for reimbursement of those costs by the district. Subject to Kentucky Department of Education (KDE)

approval and law, upon verification that the membership dues were required by Medicaid for the district to receive reimbursement, the district will issue a reimbursement. The reimbursement may be subject to reporting on the employee's W2 and subject to payroll withholdings as non-cash income.

Enrollment of Teachers' Children

Teachers that live in Kentucky but outside McCracken County shall be allowed to enroll their children in the McCracken County School System within the attendance zone in which they teach. The Board shall accept these students tuition free, contingent upon the student's home district releasing SEEK funds. ([KRS 157.350](#))

Teachers who live in one McCracken County School District attendance zone and teach in another attendance zone shall be allowed to enroll their children in the attendance zone where they teach.

All such transfers must be established by March 1 of the school year. New hires must notify of enrollments/transfers immediately to expedite the process for enrollment consideration.

ARTICLE XIV. SALARY PROVISIONS

Salary Schedule Negotiations

2016-2017 Salary Schedule shall be the point of origination for Salary Schedule. Annual negotiated percentages of increase shall be based on the previous year's salary schedule.

Pay Day

Employees are to be paid monthly following the schedule outlined in Board policy [03.121](#).

Extended Service Pay

The Board agrees to provide a per hour rate equivalent to Rank III/0 years experience for the following extended services:

- Summer school
- Saturday school
- Before school tutoring
- After school tutoring
- Remediation
- Homebound

Rank Change

Teachers must inform the Superintendent no later than July 15 or December 31 of each year that they may finish the academic requirements for a rank change during the next six (6) month period in accordance with Board policy [03.121](#). Teachers that have informed the Superintendent shall be paid one month after the date they officially notified the Superintendent and after they have provided proper documentation and credentials that the academic requirements for a rank change have been completed. Retroactive rank related salary increases are limited to the fiscal year in which official documentation is provided to the Superintendent.

To assist with the budgeting process, candidates for National Board certification shall notify the Superintendent/designee in writing prior to September 15th that certification is pending in order for the employee to receive any rank-related increase retroactive to the beginning of the school year. Board procedure [03.121 AP.24](#) provides the tool to notify the Superintendent.

Parent/Teacher Conference Day

The Board and the Participants agree to add one day to the school calendar commencing with the 1994-95 school year for the purpose of scheduling parent/teacher conferences.

The negotiated salary schedule will be prorated to compensate teachers for the one additional day at the full daily rate based on the individual teacher's rank and experience.

ARTICLE XV. DURATION OF AGREEMENT

The Board or its designee and the Participants agree to negotiate annually a salary schedule for the ensuing school year beginning no later than March 1 of each calendar year for the duration of this Agreement. It is understood by the parties that annual discussion of salaries shall not provide for the opening of any other portion of this Agreement.

The Agreement will be effective as of July 1, 2017 and will continue to remain in full force and effect until June 30, 2019. The parties agree that not later than March 1, 2019, they will enter into negotiations for a successor Agreement to become effective as of July 1, 2019.

The parties acknowledge that the two-year term of this Agreement is desirable to enhance the stability of their negotiating relationship. The parties also agree that each has full confidence in the good faith of the other party. Accordingly, as unanticipated circumstances occur during the life of this Agreement, either party may ask the other to

meet for the purpose of commencing negotiation on the circumstance in question, and the other party will, to the maximum extent possible in light of all relevant factors and circumstances, give favorable consideration to such request. If the parties mutually agree to reopen the contract, the circumstance or circumstances prompting this request to reopen shall be subject to full negotiation. If mutual agreement of the parties on a change in the Agreement is reached and committed to writing with appropriate signatures, the change shall become effective as the parties agree. If mutual agreement on a change is not reached, this Agreement shall continue for its stated duration. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XVI. PUBLICATION AND DISTRIBUTION

A copy of this Agreement shall be published on the District website.

ARTICLE XVII. CONCLUSION

In a field of professional negotiation which represents relatively new and unresolved problems, the parties will attempt to define the proper area of interest on the part of the Participants in their rates of pay and conditions of work while providing simultaneously a mechanism for the teachers through the Association to convey to the board their views based on their knowledge and experience on matters of educational and professional concern.

It is anticipated that this Agreement provides terms and conditions for the joint relationship which will benefit the Board and the Participants but more particularly the students. At the same time it makes clear that the Board has complete authority over the policies and administration of the school system, which it exercises under the provision of law and in the fulfilling of its responsibilities under this Agreement. With such a definition of the respective rights and obligations of the parties, we are confident that the Agreement will thus provide the basis for making more effective and efficient the excellent school system of McCracken County.

The Agreement is entered into effective the 1st day of July, 2017, by and between the Participants and the McCracken County Board of Education.

McCracken County Certified Employee
Professional Negotiations Representative

Date of Ratification

Chairman
McCracken County Board of Education

Date of Approval