

The Marshall County  
Board of Education

and

The Marshall County  
Education Association

Contract:  
2014-2018

\*Amended 4-20-17

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## PREAMBLE

The Marshall County Board of Education, Benton, Kentucky, and the Marshall County Education Association, Benton, Kentucky (hereinafter referred to as the Association), 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 Marshall County School District.

The Board of Education and the Association further believe that the primary purpose of education is the development of competence in individuals for maximum participation in the American Democracy.

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 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 Association.

Paramount to all relationships, recommendations, and agreements is the education and well-being of the students in the Marshall County School District.

The Board of Education and the Association 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:

1. BOARD – The Marshall County Board of Education, superintendents, and the administrative staff of Marshall County School System.
2. ASSOCIATION – The Marshall County Education Association, Benton, Kentucky
3. CERTIFIED PERSON, CERTIFICATED PERSON, or CERTIFIED PERSONNEL – 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.
4. MEMBERS OR MEMBERSHIP – Only those persons belonging to the Association.
5. TEACHER – All certified personnel who are not administrators or supervisors.
6. PROFESSIONAL NEGOTIATIONS – Process whereby the Board of Education and the Association can meet, discuss, and attempt to reach agreement on items to be negotiated.
7. IMPASSE – Persistent disagreement that continues after established negotiation procedures have been exhausted.
8. PROFESSIONAL NEGOTIATING COMMITTEE – Committee of certified personnel selected from the Association to represent the Association in professional negotiations with the Board. This committee designated by the Association, shall have the authority to speak for the Association. This committee will also meet with the Board to discuss policy matters affecting the quality of education with recommendations being presented for final approval.
9. GRIEVANCE – Any dispute that may arise and which affects the application of the terms of this contact.
10. TRANSFER – Changing from building to building.
11. SENIORITY – Days worked, minus voluntary leave, but including involuntary leave.
12. SCHOOL-BASED COUNCIL – Council of parents, teachers, and principal/administrator as governed by the state law of Kentucky (KRS 160.345).

\*Any certified employee who pays yearly dues may be a member of MCEA/KEA/NEA

## 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. Verification of membership shall be substantiated by payroll deduction or whatever manner the two parties agree.

The Association recognizes that under Kentucky law, the Board of Education shall have and exercise the control of the public school within Marshall 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 160.160 160.290).

The Association will not discriminate in its membership requirements 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.

Members 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.

In meetings between the Board of Education and representatives of the Association, either or both, at their option, may employ the assistance of an advisor. However, said advisors shall not be present at negotiations.

## ARTICLE III. PROFESSIONAL NEGOTIATIONS

The Board and the Association will meet during the period set forth in Article XX for the purpose of negotiating items of mutual interest permitted by law. The time and location of negotiating meetings will be scheduled by mutual consent to facilitate negotiations. Both parties will negotiate in good faith in an attempt to reach an acceptable agreement. 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 Association for their approval. An Agreement approved by both parties shall be duly signed and binding.

The Board and the Association will comply with reasonable requests for information that is lawful and legal. The cost of providing information shall be borne by the party requesting the information.

#### ARTICLE IV. IMPASSE

In the event of an impasse on negotiable items, the negotiating teams shall work for a mutually acceptable solution.

If a compromise on the issue cannot be reached with-in twenty-one (21) calendar days, a review panel of four (4) members shall be selected – two (2) from the elected Board of Education and two (2) selected from the negotiating team.

The review panel members shall investigate, and after joint consultation, recommend a solution. The written findings and recommendation of the panel shall be presented to the parties within fourteen (14) calendar days from the time they are selected. Such panel recommendations of the panel may be publicized.

In an effort to reach an agreement, any cost or expense authorized by either party will be borne by that party.

Negotiations shall be conducted without threats of sanctions or any public pressure by either party.

#### ARTICLE V. ATTAINING OBJECTIVES

Attainment of objectives of the education program of Marshall County Schools requires understanding and cooperation between the Board of Education, supervisors, administrators, school-based council, and the certified personnel. For this reason, the Board and representatives of the Association should meet at appropriate times to discuss items of mutual concern. Any recommendation made by the negotiations committee would be presented to the Board for its consideration. It is understood that the Board of Education or school-based council, where applicable, has the responsibility for establishing all rules, policies and procedures and may alter or change these when it is in the best interest of the Marshall County Schools.

#### ARTICLE VI. GRIEVANCE PROCEDURES

- A. When problems arise, an attempt should be made to settle them informally by the principal/administrator, teacher or teachers involved, and school-based council, if applicable. A problem which cannot be resolved informally will be processed as a grievance.

B. Each grievance shall be process in the following manner:

Step 1. Within seven (7) days after the occurrence of the incident or knowledge of such which is the subject of the grievance, the teacher involved will reduce to writing on a form provided by the Association, and will present it to the principal, he/she will discuss the grievance with the grievant and attempt to resolve it. With seven (7) school days after this meeting, the principal will state the decision in writing on the grievance form and provide a copy to the Association.

Step 2. If the grievant and/or the \*Association are not satisfied with the decision made by the principal in Step 1, the grievant and the \*Association within two (2) school days of receipt of such decision may appeal the decision to the superintendent. The principal shall forward the grievance to the superintendent within two (2) school days. The superintendent shall schedule a hearing within ten (10) school days of his receipt of the grievance, and shall notify the grievant and/or the \*Association of the time and place of such hearing. Within five (5) school days after such hearing, the superintendent or his designated representative at such hearing shall notify the grievant and/or the \*Association of his decision in writing.

Step 3. In the event the grievance is not hereafter resolved or if the grievant and/or the \*Association does not concur or agree with the findings of the superintendent, the grievance may be appealed to the Board of Education. The appeal to the Board of Education shall be filed within ten (10) school days from the date the report of the superintendent is received. The Board of Education shall schedule a hearing within forty-five (45) calendar days of the receipt of such request, and shall notify the grievant and the Association of the time and place of such hearing. The ultimate decision of the grievance will be rendered by the Board of Education. Either party may have representation at this step.

- C. The failure of the grievant and/or the \*Association to appeal to the next step within the time set for such appeal shall constitute a waiver of the right of further appeal and a final disposition of the grievance shall be made on the basis of the last decision given. Any of the time limits established in this grievance procedure may be waived by mutual agreement of the parties.
- D. All grievance hearings shall be held outside of the normal teaching hours. A member of the Association shall be present at each hearing scheduled for the grievance.
- E. In the event there is a grievance which involves a number of teachers in one or more schools, it shall be submitted as a group by the Association. It may be submitted at Step 2 of the grievance procedure. The teachers involved in the grievance will be named on the grievance form. All principals involved will be informed in writing of the intentions to take these steps.
- F. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

- G. All documents, communications, and records dealing with the processing of a grievance shall be filed separately for the personnel file of the participant and are not valid basis for evaluations or considerations or awarding any professional advantage to such teacher. If the immediate administrator fails to reply at any step as agreed upon within the specified time period, or agreed upon extension thereof, the grievant has the right to proceed to the next step.

\*Once the grievant has been satisfied, the Association will not pursue the grievance.

#### ARTICLE VII. EMPLOYEE ACCESS TO MEMBERSHIP

- A. Provide association president with school board packet in advance of board meetings excluding confidential matters.
- B. Provide membership form to all new hires when filing other necessary paperwork for employment.
- C. Provide time to association to make presentations at new hire events and back to school events.

#### ARTICLE VIII. SALARY SCHEDULE

2001-2002 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.

#### ARTICLE IX. SAVING CLAUSE

It is understood in the event any provisions of the Agreement shall be or shall become invalid or unenforceable by reason of any federal or state law, regulations, statute, order, or local Board of Education policy now existing or hereafter enacted or put in force, that the affected contract provision would be changed. However, it shall not affect the remainder of this Agreement.

The Board of Education shall not make a policy change that goes into effect during the term of this Agreement that is in conflict with this Agreement, unless mutually agreed upon by the Association and the Board of Education.

#### ARTICLE X. ASSIGNMENT

Certified personnel will know their building assignment by July 1, to the extent possible.

## ARTICLE XI.

### TRANSFERS, VACANCIES, PROMOTIONS, EMPLOYMENT

It is sole prerogative of the superintendent to approve all teacher transfers.

All teacher transfers shall be consistent with and conform to state school board regulations, state law, Board policy, and this Agreement and shall be subject to the following procedures.

SECTION A: Two (2) weeks prior to the ending date of school of each year to two (2) weeks before the beginning of the school term, there shall be delivered to the Association a list of all known vacancies which shall occur for the following year. Monthly thereafter, a list of temporarily filled positions, which will become vacancies at the end of the school year, shall be posted on the Marshall County School District Website (KRS 160.380).

SECTION B: Teachers who desire to transfer shall file an application with the Board of Education no later than June 15, or during the first five (5) days of any posted position. Such application will include the organizational level(s) and /or the subject area(s) for which the teacher is certificated and desires to be transferred in order of preference.

SECTION C: Transfers shall only be made from the transfer procedures contained herein until two (2) weeks prior to the next school year. The teacher must accept the transfer once it is made unless the teacher has previously, not later than June 25, notified in writing, the superintendent of a desire to withdraw the request.

SECTION D: Transfers may be granted and positions staffed from the transfer list according to certification, recommendation, seniority, programmatic needs and state law. All above factors being equal, seniority shall prevail as the determining factor.

SECTION E: A vacancy filled on a temporary basis during the two (2) weeks prior to and/or during the school year shall be considered vacant at the end of the school year.

## ARTICLE XII. SCHOOL CALENDAR\*

The Association and Board will appoint a Calendar Committee each year. The president of the Association will supply the names of all certified teachers and classified employees for the committee to the superintendent. The committee will consist of the Director of Pupil Personnel (who will serve as the Chairperson), one (1) School Board member, the president of the Association, three (3) teachers (one elementary, one middle school, and one high school) from the Marshall County School District, two (2) classified employees from the Marshall County School District, three (3) administrators (one elementary,

one middle school, and one high school) selected by the principals, two (2) parents of students attending school in the district, and two (2) community members from the local chamber of commerce, business community, or tourism commission. The proposed calendar will be presented to the Board of Education for approval.

#### ARTICLE XIII. REDUCTION IN FORCE

The Board of Education and the Association agree that any reduction in force shall be consistent with and conform to state law, state and local board regulations, and this contract.

SECTION A: When by reason of decreased enrollment of pupils, or by reason of suspension of schools or territorial changes affecting the district, a local superintendent decides that it shall be necessary to reduce the number of teachers, he shall have full authority to make reasonable reduction. But, in making such reduction, the local superintendent shall, within each teaching field affected, give preference to teachers on continuing contract and to teachers who have greater seniority. Teachers whose continuing contracts are suspended shall have the right of restoration in continuing service status in the order of seniority of service in the district if teaching positions become vacant or are created for which any of the teachers are or become qualified. (KRS 161.800)

SECTION B: During a reduction in force, all tenured teachers whose contracts are suspended may apply for employment as substitute teachers and may be given preference before other substitute teacher applicants are employed.

SECTION C: Upon reinstatement of their employment contract, the teacher will be credited with unused accumulated sick leave, and will be placed on the proper rank and step of the current salary schedule.

SECTION D: Employed teachers not completing certification as required by law will be dismissed according to KRS 161.027 through KRS 161.040.

#### ARTICLE XIV. EXTRA DUTIES

The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end.

#### ARTICLE XV. CLASS SIZE

Class size will be governed by Board of Education staffing policy. (KRS 157.360 4 and 5)

## ARTICLE XVI. EVALUATION OF PERSONNEL

SECTION A: Certified personnel should be cooperative in establishing mutual communication with the building principal and/or any of the administrative staff and the school-based council.

SECTION B: If a situation arises which might be derogatory to the teacher's professional status, the principal will communicate with the teacher verbally and privately before any written statements are subsequently made. The teacher shall see any written statements and have an opportunity to make written comments on those statements. These statements must contain the signature of the teacher. The signature does not indicate agreement or disagreement, only that the teacher has been informed.

SECTION C: Certified personnel will see any written communication before it is placed in an evaluation folder. The teacher shall have the opportunity to include written comment. These statements must contain the signature of the teacher. The signature does not indicate agreement or disagreement, only that the teacher has been informed.

SECTION D: Certified personnel will be evaluated by the standards set forth by the Evaluation Committee and reviewed by the Board of Education. The Board of Education and the Association agree that an Evaluation Committee shall be established. The purpose of this committee shall be to create and review evaluation procedures and documents for certified personnel. Said procedures and documents shall be submitted to the Board of Education for review. (KRS 156.557) The committee shall be composed of an equal number of teachers and administrators with the president of the Association serving as one of the teacher members. All teachers on the committee shall be appointed by the president of the Association. Teachers shall be seated first and then administrators ensuring all schools are represented on the committee. The committee shall be appointed and meet annually. (704 KAR 3:345)

## ARTICLE XVII. EMPLOYEE COMPENSATION

The Board of Education and the Association agree that an Extra Pay for Extra Responsibility Committee shall be established. The sole responsibility of this committee shall be to establish guidelines for extra pay and to recommend salaries for existing and newly created extra responsibility positions. This committee shall be composed of one Board member; the president of the Association; one administrator and one teacher from the high school; one administrator and one teacher from the middle school level; one administrator and one teacher from the elementary level; and one coach from the middle and high school levels. All administrators shall be appointed by the superintendent and all teachers and coaches shall be appointed by the president of the Association. The committee shall meet during March of each school year.

## ARTICLE XVIII. RETIREMENT COMPENSATION

Each certified personnel shall receive 30% payment for accumulated sick leave at retirement.

## ARTICLE XIX. PROFESSIONAL MEETINGS AND CONFERENCES

Each year the Board of Education will allocate funds provided by the Kentucky Department of Education for professional meetings. School principals shall be advised by the Board as to the amount of money available to personnel in their jurisdiction. Each principal will evolve, in the consultation with teachers in his/her school, procedures and criteria for selecting persons to be recommended. The persons selected should complete and submit to the superintendent the requested absence authorization requests. The principal's signature on this application indicates availability of funds and approval of the application. A summary report, in written form, of the conference proceedings is to be submitted by the attending teacher to the superintendent and shared with the Board and Association. Every effort will be made to rotate funds within each school faculty to ensure everyone an opportunity to attend professional meetings and conferences and to use the funds.

## ARTICLE XX. LEAVE OF ABSENCE\*

**SICK LEAVE:** For each certified person a total of eleven (11) days sick leave per year is allowed for personal illness in the immediate family or household without loss of pay. The immediate family for purpose of this article shall be defined as stated in KRS 161.155. Sick leave shall accumulate without limit. A personal affidavit must support each individual absence. A teacher is entitled to use earned sick leave due to disability for pregnancy, childbirth, or recovery.

**CHILDREARING LEAVE:** The Board shall grant requests for parental leave of absence. The beginning and termination dates of the leave shall be determined by the employee and the physician. An employee who returns from parental leave shall be reinstated to the employee's former position or its equivalent if job exists. The foregoing provisions and principles shall also apply to all requests for leave for the purpose of child adoption and to requests for leave for the purpose of childbearing. This leave will be taken without pay.

**JURY LEAVE:** Any teacher who serves on the jury in any duly constituted local, state, or federal court shall be granted leave with full compensation, less any compensation received as jury pay, for the period of his actual jury service, which leave shall be in addition to all other leave to which the teacher may be entitled.

**LEAVE OF ABSENCE:** A leave of absence of up to two (2) years without pay may be granted to any employee who has reasonable need for such a leave (KRS 161.770).

PERSONAL LEAVE DAYS: The Board shall grant each certified person three leave days to be used any time during the school year, July 1 – June 30, without loss of pay. There will be a maximum of two (2) per day per building granted except at the high school, which will be given 4% of certified staff. If an employee uses zero (0) leave days, five (5) days will be added to that employee's accumulated sick leave after June 30; if one-half (.5) day is used, three and one-half (3.5) days will be added; if one (1) day is used; three day is used, three (3) will be added; if one and one-half (1.5) days are used, two and one-half (2.5) days will be added; and if two (2) days are used, one (1) day will be added.

#### ARTICLE XXI. DURATION

This Agreement shall remain in full force and effect until June 30, 2018 except as provided below, and shall continue in full force and effect for successive periods of four years thereafter, unless either party to his Agreement shall, on or before June 30, 2014 and April 1, of any subsequent years, notify the other party to his Agreement in writing of a desire to amend or terminate the Agreement.

The terms and conditions of this Agreement have been decided by professional negotiations. It is the intent of both parties that they shall not be changed or amended during the life of this Agreement except for salary and two additional items as may be specified by either party (for maximum of four additional items) before the opening of the contract. Any additional changes or amendments must have mutual consent in writing of both parties.

In witness whereof the parties have caused this Agreement to be duly executed by their properly authorized representatives.

Signed this 15<sup>th</sup> day of May, 2014



Board Chairman  
Marshall County Board of Education



President  
Marshall County Education Association

APPENDIX 1  
SUPERVISORY AND ADMINISTRATIVE PERSONNEL

SUPERINTENDENT  
CHIEF INFORMATION OFFICER  
ASSISTANT TECHNOLOGY COORDINATOR  
SUPERVISOR OF CURRICULUM AND INSTRUCTION (ELEMENTARY & SECONDARY)  
DIRECTOR OF TRANSPORTATION AND MAINTENANCE  
DIRECTOR OF PUPIL PERSONNEL  
DIRECTOR OF DISTRICT PERSONNEL  
EXCEPTIONAL CHILD COORDINATOR  
DIRECTOR OF FINANCE AND BUSINESS  
FOOD SERVICES COORDINATOR  
PRINCIPALS  
ASSISTANT PRINCIPALS  
GUIDANCE COUNSELORS  
PROGRAM COORDINATORS

## APPENDIX 2

### MARSHALL COUNTY BOARD OF EDUCATION POLICY HANDBOOK

#### DUTIES OF TEACHERS:

- A. Teachers shall report to assigned schools fifteen (15) minutes before the start of the instructional day and remain fifteen (15) minutes after the close of the instructional day, unless assigned to early and late bus duty
- B. Teachers will be assigned a daily teaching assignment based on state Board regulations
- C. All teachers are for the purpose of teaching children. The Board of Education desires the teachers accept the children where they are and advance them in the educational life for the time that they have them
- D. It should be the duty of the teachers to instruct and make students aware of the community, citizenship, character, and moral behavioral
- E. Teachers are encouraged to become community minded, and actively participate in community, civic, and county activities
- F. It shall be the duties of all teachers to keep accurate records of lesson plans, student performance, reports to parents, attendance, inventories, and other such reports
- G. It shall be the duties of all teachers to maintain discipline with students in their supervision or with other students they encounter during the day, or during any school day, or during any school-sponsored activity. In the event that discipline problems are beyond the control of the teacher, they should be reported to the administration
- H. The Marshall county Board of Education considers the supervision and sponsorship of FBLS, FFA, FHA, DECA, VICA, TSA, and HOSA as part of the regular assignment of a classroom teacher
- I. Extra work duties of teachers assigned by the administration in excess of four activities shall be compensated by the school (such as athletic events)
- J. All teachers employed by the Marshall County Board of Education shall fully support the policies and procedures of the said Board of Education
- K. Teacher shall attend all regular and special called faculty meetings, unless excused by the administration

GRIEVANCE PROCEDURE FORM

STEP \_\_\_\_\_

Aggrieved Person \_\_\_\_\_

Date of Formal Presentation \_\_\_\_\_

Home Address of Aggrieved Person \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number \_\_\_\_\_

School \_\_\_\_\_

Principal \_\_\_\_\_

Name of Association School Representative \_\_\_\_\_

STATEMENT OF GRIEVANCE:

\_\_\_\_\_  
(Signature of Aggrieved)

\_\_\_\_\_  
(Answered by)