

# **Classified Employee Handbook**



**2021-2022**

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# PURPOSE AND LIMITS OF THIS MANUAL

The purpose of this manual is to explain the benefits and policies that pertain to you as a school district employee. However, the summaries in this manual are not the contracts, policies, or plan documents under which the programs operate. For this reason, if there are any discrepancies between the summaries in this manual and the contracts, policies, or plan documents, the provisions in the contracts, policies, or plan documents will control.

You may examine, obtain written copies, or ask for an explanation of the contracts, policies, or plan documents by contacting:

**Business Office Manager  
or  
Personnel Director  
228 S. Carol Malone Blvd.  
Grayson, Kentucky 41143**

Carter County Schools reserves the right to modify, change, or delete its policies, practices, or benefits and implement additional policies or procedures as it deems appropriate.

Carter County Schools will update this manual on an annual basis at the beginning of each school year. New policies or procedures occurring between updates will be posted on school bulletin boards.

# **ABOUT YOUR JOB**

# CONTRACT

Contracts	All classified personnel shall enter into written contracts with the District. Contract length for classified employees shall not exceed twelve months and may be renewed annually at the discretion of the superintendent.
Contract Non-Renewal	<p>Contracts with classified employees shall be renewed annually except contracts with the following employees:</p> <ul style="list-style-type: none"><li>a. An employee who has not completed four (4) years of continuous active service, upon written notice which is provided or mailed to the employee by the superintendent, no later than May 15, that the contract will not be renewed for the subsequent school year. Upon written request by the employee, within ten (10) days of the receipt of the notice of nonrenewal, the superintendent shall provide, in a timely manner, written reasons for the nonrenewal.</li><li>b. An employee who has completed four (4) years of continuous active service, upon written notice which is provided or mailed to the employee by the superintendent, no later than May 15, that the contract is not being renewed due to one (1) or more of the reasons described in subsection (c) of this section. Upon written request within ten (10) days of the receipt of the notice of nonrenewal, the employee shall be provided with a specific and complete written statement of the grounds upon which the nonrenewal is based. The employee shall have ten (10) days to respond in writing to the grounds for nonrenewal.</li><li>c. Nothing in this section shall prevent a superintendent from terminating a classified employee for incompetency, neglect of duty, insubordination, inefficiency, misconduct, immorality, or other reasonable grounds which are specifically contained in board policy.</li></ul>
Length of Contract	The number of days of employment for each position shall be determined each year by the Board of Education.
Length of Work Day	The length of the work day for each position shall be determined each year by the Board of Education.

# PAY

## Pay Periods

Classified employees with less than twelve month contracts will be paid one-twelfth of their annual salary each month beginning on September 15th and ending August 31st.

Classified employees with twelve month contracts will be paid one-twelfth of their annual salary each month beginning on July 15<sup>th</sup> and ending June 30th.

Employees will be paid twice a month on the 15<sup>th</sup> and 30<sup>th</sup> of each calendar month. Direct deposit is mandatory for everyone.

## Determination of Experience

Employees will be credited for experience on the salary schedule only for time as a Carter County School employee and experience in the same job class that can be verified from another school system.

An employee shall work one-hundred-forty (140) days or more between July 1 and June 30 of any school year to receive credit for one (1) year of work experience. Days as a substitute employee do not count toward the one-hundred-forty (140) days.

Credit for years of experience at one classified position with Carter County Schools will transfer with the employee when assuming another classified position within the district, if the employee comes directly from the previous position.

## Extra Services

The Board shall annually establish a schedule of compensation for extra services. Extra service pay will be included in the employee's monthly check.

## Overtime

Hourly employees required to work in excess of forty (40) hours per week will be paid at the rate of 1 1/2 times the regular rate for all hours beyond forty (40) as provided by the Fair Labor Standards Act for overtime work. Overtime must be approved in advance by the superintendent.

## Mandatory Salary Deductions

Mandatory payroll deductions made by the Board include:

State and Federal income taxes;  
Retirement;  
Social Security;  
Medicare FICA; and  
Any deductions required as a result of the judicial process, e.g. salary attachments, etc.

## Direct Deposit

Payroll Direct Deposit in Carter County is mandatory. Employees are compensated on the 15th of the month and on the last working day of the month. To access your earnings information we utilize a web-based application that will give you immediate access to your compensation history and other relevant personnel information, including W2s, check stubs, rank, experience and more. It will give you the ability to view and print your earnings history and direct deposit information to your latest paid date. The information can be used for bank and credit institution requests for employment and earnings history as well as your basic knowledge of payroll and personnel data.

The site link is located on the Carter County Board of Education's homepage by clicking on the "Staff" button and then "EStub". The login ID is your employee identification number. That number is located directly in front of your name on the stub portion of your direct deposit advice form. Your PIN number will be your social security number the first time you login. After the initial login you will be prompted to change your PIN.

The direct link is also shown below:

<http://www.carter.kyschools.us/keeisestub>

You will not be receiving a mailed hardcopy of your direct deposit forms. You will have the ability to save those documents electronically on your personal device or print them by using the application, EStub above. If you do not have access to a personal device you can log onto a machine anywhere in our District to obtain your information. Your school, bus garages administrative offices, or the finance office can assist you in obtaining your information as well.

Andy Lyons: Finance Officer

474-6696 ext 20201

Debra Bowling: Payroll

474-6696 ext 20206

## HOURS OF DUTY

### Regular Hours

Classified personnel shall be prompt in attendance and shall remain on duty as specified by the Principal or the immediate supervisor.

No classified employee shall leave the school grounds during duty hours without the express approval of the Principal or the immediate supervisor.

### Additional Hours

Classified personnel may be required to perform additional duties as assigned by the Principal or the immediate supervisor. Hourly employees required to work in excess of forty (40) hours per week will be paid at the rate of 1 1/2 times the regular rate for all hours beyond 40 as provided by the Fair Labor Standards Act for overtime work. Overtime must be approved in advance by the superintendent.



<p style="text-align: center;"><b>CARTER COUNTY SCHOOLS</b>  <b>SCHOOL CALENDAR</b>  <b>2021-2022</b></p>
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August 2	Teacher Planning Day- Required
August 3	Teacher Professional Development Day -Required
August 4	Opening Day for Teachers
August 5	First Day of Classes for Students
September 6	No School – Labor Day (Holiday Observed)
September 27- October 1	No School –Fall Break
November 1	No School -Professional Development (Required)
November 2	No School – Election Day
November 24	No School –Prefessional Development (Flexible)
November 25-26	No School –Thanksgiving Break (Holiday Observed 11/25)
Dec. 20	No School –Teacher Professional Day (Flexible)
Dec. 21- 31	No School – Christmas Break/ New Year’s Day (Holiday: 12/25 and 12/31)
January 17	No School – Martin Luther King, Jr. Day
February 21	No School – Professional Development (Required) (President’s Day)
March 28 -April 1	No School – Spring Break (Alternative make-up days)
May 16	Last Day of Classes for Students
May 17	Teacher Planning Day
May 18	Closing Day

**\*In addition to Spring Break, the following dates may be used for weather related make-up days if needed:**

**May 19, 20, 23, 24, 25, 26, 27, 30, 31 and June 1, 2, 3, 6, 7, 8**

**Approved on 02/17/20**

## HIRING

Superintendent's Responsibilities	All appointments, promotions, and transfers of classified personnel for positions authorized by the Board shall be made by the Superintendent who, at the first meeting following the actions, shall notify the Board of same. Such notification shall be recorded in the Board minutes.
Effective Date	Personnel actions shall not be effective until the employee receives written notice of such action from the Superintendent.
Qualifications	The Superintendent shall employ only individuals who possess qualifications established by law, regulation, and Board policy except in the case where no individual applies who meets established qualifications.
Educational Requirement	No person shall be initially hired unless she/he holds at least a high school diploma or a certificate of high school equivalency or unless she/he shows progress, as defined by Administrative Regulations of the State Board for Adult, Vocational Education and Vocational Rehabilitation, toward obtaining a certificate of high school equivalency. Employees shall hold the qualifications for the position as established by the Commissioner of Education.
Criminal Records Check and Testing	Applicants and employees shall undergo records checks and testing as required by applicable statutes and regulations.
Talent Ed Recruit and Hire	The Personnel Department shall maintain all job openings on the Talent Ed Recruit and Hire Site. This site shall describe the duties and qualifications for each opening.
Applications	All Applications are done online through Talent Ed and Recruit website. Applications are saved online for at least one (1) year.

Relationships	<p>The Superintendent shall not employ a relative of a member of the Board unless the relative was initially employed by the District prior to the tenure of the Board member and the member was seated on the Board prior to July 13, 1990.</p> <p>A relative of the Superintendent shall not be employed except as provided by KRS 160.380.</p>
Contract	All classified personnel shall enter into annual written contracts with the District.
Emergency Hiring	During emergency situations, job openings may be filled without listing in the job register.
Intent	Under procedures developed by the Superintendent, employees may be requested to indicate their availability for employment for the next school year.

# **DISCIPLINE, SUSPENSION AND DISMISSAL OF CLASSIFIED EMPLOYEES**

## **Disciplinary Options**

Classified employees may be subject to the following actions, to include, but not be limited to:

1. Verbal warning or reprimand by Superintendent/designee
2. Written warning or reprimand by Superintendent/designee
3. Probation imposed by Superintendent/designee
4. Reassignment (temporary or permanent) by Superintendent
5. Suspension with pay by Superintendent
6. Suspension without pay by Superintendent
7. Nonrenewal by Superintendent
8. Dismissal (termination of contract) by Superintendent

## **Termination/ Suspension**

Classified employees may be terminated or suspended with or without pay only by the Superintendent who, at the first meeting following the actions, shall notify the Board of same. Such notification shall be recorded in Board minutes. No personnel actions shall be effective prior to receipt of written notice of the action by the affected employee from the Superintendent.

An employee may be relieved from duty for the remainder of the work day by the immediate supervisor, pending action by the Superintendent, when drugs, alcohol, and/or the safety of students or staff are involved.

An employee shall be suspended with pay only when the Superintendent determines there is a justifiable need to protect the safety of students and staff or to prevent significant disruption of the workplace and/or educational process. The period of suspension with pay shall not exceed the time needed to determine whether the employee is to return to active service or face disciplinary action. However, suspension with pay shall not exceed ten (10) working days. Employees suspended with pay shall remain available for immediate recall to active service.

The Superintendent shall see that documentation to support the grounds for suspension with pay is provided to the employee and retained on file in the District.

Resignation Employees who resign shall submit their written resignation at least ten (10) calendar days prior to the date they wish to end their employment.

Causes for Disciplinary Action Any classified employee shall be subject to disciplinary action for one (1) or more of the following reasons:

1. Dishonesty, neglect of duty, incompetence, inefficiency or insubordination.
2. Reporting to work under the influence of or use or possession of alcohol while on duty, or the illegal use or possession of controlled substances at any time.
3. Unsatisfactory evaluation of any factor on the employee's performance evaluation report.
4. Repeated unexcused absence, tardiness, absence without notification or abuse of sick leave.
5. Violation of or refusal to obey local policies or state regulations adopted by the Kentucky Board of Education or by the Board
6. Falsifying information supplied to the District including information on application forms, absence reports, or any other information.
7. Violation of local policy, state, or federal statutes or regulations which apply to assigned duties.
8. Conviction of a felony or any crime involving moral turpitude.
9. Immorality or other unprofessional conduct.

Due Process Provisions/ Procedures If a meeting is requested, the superintendent shall set the time and place of the meeting and shall conduct the meeting. During the meeting, the employee shall be given the opportunity to hear the evidence of the charges, to testify on his/her behalf, and to call others to testify. The District shall present evidence and testimony first, and the employee shall be given the opportunity to respond to any evidence or testimony presented. The Superintendent may ask questions of those testifying.

All information or records relating to the charges in the custody of the District, its agents or representatives or the employee, his/her agents or representatives shall be freely exchanged between the parties unless otherwise privileged. The employee is entitled to the presence of a conferee provided he/she gives twenty-four (24) hours of advance notice to the Superintendent.

At the conclusion of the meeting, the Superintendent shall prepare and forward to the employee a written decision within ten (10) working days.

All information relating to the disciplinary action shall be placed in the employee's personnel file.

Other Disciplinary  
Actions

When charges result in disciplinary actions other than termination or suspension without pay and employees wish to contest the charges, they may submit a written response, which shall be placed in their file along with the written charges.

# TRANSFERS

## Definition

A transfer is a change of location and not a change of position and is the movement of an employee from a position at one location to a position of the same or similar type in another location. An employee can not use the transfer procedure to change to a position of significantly higher pay or responsibility.

## Voluntary Transfer

When a classified position becomes open, in many cases it will be advertised to current full time employees in the same or similar job category, for a transfer of location.

Seniority will not be a factor in voluntary transfers and receiving entities such as schools will not be compelled to advertise for, or accept transfer applicants. If transfer applications are requested, the school may either accept an applicant requesting a transfer or request that the vacancy be advertised to the public.

## Administrative Transfers

The Superintendent may transfer classified personnel within the guidelines of applicable state law and board policy, to effect the smooth and orderly functioning of the school system. Administrative transfers may be made without employee consent.

# **EVALUATION**

Each classified employee shall be evaluated at least once each year. This evaluation shall be performed by the Principal or the immediate supervisor and shall be based upon a formal procedure approved by the Superintendent for that specific position or class of positions. The administrator performing the evaluation shall share and discuss the evaluation report with the employee. The employee shall have the right to comment in writing on the evaluation report. The employee's written comments shall be attached to the evaluation report, and the report shall be filed with the Superintendent.



# **BUS DRIVERS' USE OF TOBACCO AND OTHER SUBSTANCES**

Tobacco Products	Bus drivers shall not use tobacco products while operating the bus.
Definitions	<p>“Drugs” refers to controlled substances as prohibited by the Omnibus Act, including but not limited to, marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP).</p> <p>“Alcohol” refers to the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including but not limited to, methyl and isopropyl. Alcohol use includes the consumption of any beverage, mixture, or preparation, including any medication containing alcohol.</p>
Use Prohibited	<p>All employees subject to commercial driver’s license (CDL) requirements shall be prohibited from:</p> <ol style="list-style-type: none"><li>1. The use of drugs, unless a written prescription from a licensed doctor or osteopath is provided;</li><li>2. The use of alcohol;<ol style="list-style-type: none"><li>a. While on duty;</li><li>b. Four (4) hours before driving;</li><li>c. Eight (8) hours following an accident; or</li><li>d. Consumption resulting in prohibited levels of alcohol in the system.</li></ol></li></ol>
Testing	<p>All covered applicants and employees shall be subject to pre-employment/pre-duty drug and alcohol testing, including reasonable suspicion, random and post-accident testing. Return-to-duty and follow-up testing shall also be required.</p> <p>All offers of employment with the District shall be made contingent upon testing results. An applicant who tests positive shall not be employed.</p> <p>Applicants who refuse drug and alcohol testing shall be terminated immediately from employment consideration.</p>

Testing (cont)	<p>Current employees who test positive shall be subject to immediate disciplinary action up to and including dismissal in accordance with Board policy and administrative procedures. Employees who test positive shall be notified of referral services. Additionally, employees shall be subject to CDL prohibitions and penalties under the Omnibus Act and applicable Federal Motor Carrier Safety Regulations.</p> <p>Current employees who refuse to comply with testing requirements will be regarded as testing positive.</p>
Testing Costs	<p>Pre-employment drug and alcohol testing costs shall be paid for by the District. All current employee drug and alcohol testing including reasonable suspicion, random and post-accident testing cost shall be paid for by the District.</p>
Implementation	<p>This policy shall be implemented in accordance with KDE 1530, September, 1994.</p> <p>Drivers shall immediately report to the Superintendent or designee any revocation of their license or conviction for driving under the influence or reckless driving.</p>

# CONFLICT OF INTERESTS

## Pecuniary Interest Prohibited

No administrator or other employee of the District with decision-making authority over the financial position of the school District shall have any pecuniary interest, either directly or indirectly, in an amount exceeding twenty-five dollars (\$25.00) per year, at the time of or after appointment, in supplying any goods, services, property or merchandise for which school funds are expended. Nor shall any such person receive directly or indirectly any gift, reward, or promise of reward for goods, services, property, or merchandise of any kind for which school funds are expended.

No administrator or other employee shall solicit for personal financial gain from students, parents, and other staff during the school day or during school events.

Unless prior arrangements are made with the Board, any device, publication or any other item to be copyrighted during the employee's paid time shall be District property.

Employees shall not profit monetarily through the use of confidential information gained in the course of or by reason of their position of employment with the District.

## Exception

This policy shall not prohibit the Board from approving non-contracted personal services for the benefit of the District.

# MEDICAL EXAMINATION

## Bus Drivers

As a condition of employment, each school bus driver shall pass a medical examination on initial employment and each year thereafter in accordance with 704 KAR 4:020.

Bus drivers will be reimbursed up to a maximum of \$50.00 for their physical. To insure reimbursement, physicals must be reported on approved forms and a proper receipt must be presented to the finance department.

Before being allowed to drive a bus, the driver must be free of any medical condition which could endanger the health or safety of students in the performance of duties.

## Other Newly Employed Classified Personnel

As a condition of employment, all classified employees (except bus drivers) shall pass a medical examination as indicated in 704 KAR 4:020. The examination shall be provided by the county health department or by a physician designated by the Board. If the employee elects to be examined by a private physician, the cost of examination shall be borne by the employee.

Medical examinations performed within ninety (90) days of employment will be accepted.

## Required Examination for Present Personnel

When, in the opinion of the Superintendent, there is evidence that an employee is no longer able to perform satisfactorily the assigned duties because of health problems or when the employee poses a health threat to students or other employees, the Superintendent may require the employee to provide evidence of fitness in the form of an examination and report by a physician of the Superintendent's choosing. The Board shall bear the cost of this examination. If the employee chooses, he/she may get a second opinion at his/her own expense.

## School to Report

Local school authorities shall report immediately all known or suspected cases of communicable disease to the local health department.

School to Report (cont)

In accordance with its published guidelines, the Kentucky Department for Health Services will conduct an evaluation of the affected employee's medical condition and formulate recommendations regarding the employee's employment responsibilities.

If the Kentucky Department for Health Services determines the employee poses no risk, she/he will be allowed to work without restriction. If the employee is physically unable to work or if the Kentucky Department for Health Services deems the employee a significant health risk to students or school personnel, the Superintendent shall confer with the employee to determine an appropriate work environment.

Medical  
Confidentiality

Signed consent of the employee designating personnel to be informed shall be required before the Superintendent advises personnel of the employee's medical condition.

Medical records shall be accessible only to persons designated by the employee.

# EXPENSE REIMBURSEMENT

The board may reimburse school personnel for school-related travel when such travel is approved by the superintendent in advance and is a required part of the duties of employee or for school-related activities approved by the superintendent. The board will be responsible only for actual expenses. Allowable expenses are:

Mileage	Actual mileage between official work stations within the school system and actual mileage for trips outside the school system which have been approved by the superintendent will be reimbursed at the rate assigned by the state per mile when the employee uses his own vehicle.
Gasoline	Actual cost of gasoline and oil purchased and placed in a board-owned vehicle by an employee while engaged in school-related travel. Purchase must be substantiated by a receipt showing total gallons and total charges.
Tolls and Fees	All tolls and parking fees incurred in school-related travel. Parking fees must be substantiated by a ticket or receipt.
Car Rental	Car rental charges when approved by the superintendent. Charges must be substantiated by a receipt.
Common Carriers	All charges or fares for necessary travel on common carriers (plane, bus, train, subway, taxi, ferry, etc.). Sightseeing and pleasure tours are not reimbursable.
Out-of-State Travel	Reimbursement for out-of-state travel by privately owned vehicles shall be made on the basis of airplane coach fare or mileage rate, whichever is the lesser amount. Meal expenses will be reimbursed only if the trip includes an authorized overnight stay.
Food	District employees will be reimbursed a maximum of \$30.00 per day for food (Breakfast - \$7.00; Lunch - \$8.00; Dinner - \$15.00). Receipts are not required but an employee will only be reimbursed for meals based on the professional leave form turned in with arrival and departure dates. Also, meals are only reimbursed for overnight trips.

Lodging	Hotel or motel charges (not including food or other charges) incurred in school-related travel. Charges must be substantiated by a receipt (PD receipts must be itemized).
Emergency Repairs to Vehicles	Reimbursement will be made for emergency repairs or road service to Board-owned vehicles if incapacitated while out of district. Driver may not obligate the board for major repairs without the permission of the Director of Transportation or Superintendent.
Reimbursement Form	No requests for travel reimbursement will be considered unless filed on the proper form and accompanied by the proper receipts.

# SCHOOL DELAY PROCEDURE

Who  
Report

When the start of the school day is delayed because of inclement weather, employees who do not work when school is dismissed may report to work on the delayed schedule. An exception would be personnel who have been assigned to early duty by their supervisor and food service employees. These personnel shall report to work at the pre-arranged time if possible. The salary of employees on a delay will not be lowered because of the later beginning time, nor shall the salary of early duty personnel be raised because their work day is not shortened. Personnel that will report on the delayed schedule are: bus drivers, teacher's aides, secretaries, and bus monitors.



# **BASIC BENEFITS**

# **GROUP TERM LIFE INSURANCE**

(provided by Carter County Board of Education)

## **Highlights**

**Cost:** Paid in full by Carter County Board of Education

**Carrier:** Fort Dearborn Life Insurance

**Coverage:** Basic Coverage \$20,000  
AD & D Same as Basic Coverage

## **Eligibility and effective date of coverage**

The group term life insurance coverage under this program -- which is paid in full by the Carter County Board of Education -- is provided for all employees of the Board.

Your coverage will become effective on the first day of the month following your date of hire as eligible employee.

## **Enrollment and beneficiary designations**

Before your coverage starts, you will receive a Beneficiary Designation Card to complete and return to the Personnel Department. On this card, you are to designate your beneficiary (or beneficiaries) for the proceeds of this coverage at your death. You may name anyone you choose as your beneficiary. You may also change your beneficiary designations at any time by completing a Beneficiary Change Form. These forms, and assistance in completing them, can be obtained from the Personnel Department by calling 474-8320. The Personnel Department must also be notified if you have a name change.

## **Claims information and processing**

At your death, your beneficiary must send the following to the Personnel Department:

- his or her date of birth and social security number, and
- a copy of your Death Certificate.

# GROUP TERM LIFE INSURANCE

(provided by the Commonwealth of Kentucky)

## Highlights

**Cost:** Paid in full by the State

**Carrier:** Nationwide Life Insurance

**Coverage:** Basic \$20,000  
AD & D Same as Basic Coverage

## Eligibility and effective date of coverage

The group term life insurance coverage under this program -- which is paid in full by the Commonwealth of Kentucky -- is provided for all employees of the Carter County Board of Education working more than twenty hours per week.

Your coverage will become effective on the first day of the second month following your date of hire as an eligible employee.

## Enrollment and beneficiary designations

Enrollment forms are required for this coverage. At your death, if no beneficiary form is on file your beneficiary will automatically be the first of your survivors on the following list:

- your husband or wife,
- your children,
- your parents,
- your brothers and sisters,
- the executors or administrators of your estate

If this beneficiary arrangement does not suit you, you may complete a "Beneficiary Designation" form naming anyone you choose as your beneficiary. You may also change your beneficiary designations at any time by completing a "Beneficiary Change" form. These forms, and assistance in completing them, may be obtained from the Personnel Department by calling 474-6696 ext 20102. The Personnel Department must also be notified if you have a name change.

## Claims information and processing

At your death, your beneficiary must send the following information to the Personnel Department:

- his or her date of birth and social security number, and
- a copy of your Death Certificate.

# HEALTH CARE INSURANCE

(provided by the Commonwealth of Kentucky)

## Highlights

**Cost:** Beginning January 1, 2006, each employee working eighty or more hours a month will be eligible for a state approved health insurance plan.

**Carrier:** Anthem Blue Cross/Blue Shield

**Coverage:** An insurance handbook will be issued each year with in depth information about the policy.

## Eligibility and effective date of coverage

Beginning January 1, 2006, each employee working eighty or more hours a month shall receive a state contribution per month toward a state approved health insurance plan. The cost of the plans will vary from year to year. If you do not want the coverage, you must complete a waiver form each year. If you choose to waive coverage and establish a medical expense reimbursement account, your monthly allocation will be \$175.00. There is a \$2.00 per month fee from American Fidelity (plan administrator) for this service).

Coverage on new employees will begin the first day of the second calendar month following employment. (For example, if you start work in January, your coverage begins March 1)

Coverage on dependents added to your plan **during** Open Enrollment will begin on January 1. (A waiting period for any pre-existing medical conditions may apply. Please consult your insurance handbook.)

Coverage on dependents added to your plan **outside** of Open Enrollment, with the exception of birth/adoption, will begin on the first day of the second month following the Qualifying Event. Enrollments outside Open Enrollment are allowed **only** in the case of a qualifying event. Please consult your insurance handbook.

To cover your newborn or adopted child from the date of birth/adoption, you **MUST** file a new application within 30 days of the event. A new application is required even if you already have family coverage.

## Enrollment

New employees must submit a completed insurance application form within 30 days of their employment.

## Types of coverage available

- Single - covers the employee
- Parent Plus - covers a married or single employee and 1 or more children, does not cover spouse
- Couple - covers an employee and his/her spouse; does not cover children
- Family - covers an employee and spouse and 1 or more children
- Cross Reference (Couple) - If both a husband and wife are eligible for state-paid health insurance coverage and they do not have children they wish to cover, they can choose to have both of their paid premium amounts go toward a couple plan.
- Cross Reference (Family) - When husband and wife are both eligible for the state-paid health insurance coverage, and they also have children they wish to cover, they can choose to have both of their state-paid premium amounts go toward a family plan.
- The following three (3) requirements must be met in order to cross-reference:
  1. Both husband and wife must be eligible employees of a:
    - State agency; or
    - Board of Education; or
    - Local Health department; or
    - KRS Retiree under age 65  
(Eligible employees of a local government, University, or members of the Teachers Retirement system **CANNOT** cross-reference with one of the above groups.)
  2. Both must be covered by the same health insurance plan\*
  3. Both must fill out an application requesting either Couple cross-reference or Family cross-reference. **The two state contributions (husband's and wife's) will be applied toward the cost of the cross-reference plan first, and any additional premium will be divided evenly with half coming out of each spouse's check.**

*\*When two employees, enrolled in different Plans, marry during the plan year, one of the employees will be allowed to change to the other spouse's Plan so they may cross-reference. This change must be made within 30 days of the marriage. All other requirements **MUST** be met. **Becoming eligible for cross-reference does not give you the opportunity to change Benefit Levels.***

## Your Coverage Ends

The State will pay your single policy premium only when you are working. With the exception of Family Medical Leave, the State will not pay your insurance while on unpaid leave unless you work at least one day in a month for which you are contracted to work. Sick leave and personal leave does count as days worked. If your employment is terminated (no leave in effect), your insurance will continue only until the end of the month following the month of termination.

If you and/or your dependent lose health insurance coverage due to termination of employment, divorce, child comes of age, etc., you/your dependents may continue group coverage at your own expense under COBRA.

COBRA is a federal law that gives employees the right to continue their group health insurance for a certain period of time at the group rate.

**Qualifying Events that entitle employees to COBRA coverage:   Length of Coverage**

1. Death of employee (surviving spouse and dependent children)	36 months
2. Termination of employment (former employee and covered dependents)	18 months
3. Reduction of hours or Official Leave Without Pay (LWOP) (employee and covered dependents)	18 months
*4. Divorce or legal separation (covered dependents)	36 months
*5. Member becomes entitled to Medicare (covered dependents)	36 months
*6. Dependent child ceases to be eligible (reaches limiting age, marries, ceases to be a full-time student, or otherwise loses dependent status)	36 months

\*Employee's Responsibility - You have only 60 days to notify your agency when one of these Qualifying Events occurs.

**Additional Information**

Due to the complexities involved in your health care policy, the summary above is a "bare bones" explanation of your coverage. For additional information, consult your insurance handbook or call the payroll or personnel department at 474-8320.

# WORKERS' COMPENSATION INSURANCE

## Highlights

- Cost:** Paid in full by Carter County Board of Education
- Carrier:** KEMI Workers Compensation Insurance Company
- Coverage:** Workers' Compensation insurance provides income and medical expense protection for on-the-job injuries.

## Eligibility for coverage

All employees of the Carter County Board of Education are covered by Workers' Compensation. This coverage protects you against loss of income and helps pay medical expenses associated with work-related injuries.

## Reporting a workers' compensation claim

Any on-the-job injury or accident should immediately be reported to your supervisor or a representative in the school office within twenty-four hours. In turn, your supervisor or office representative will report the incident to the Personnel Department.

## Reporting back to work

When you intend to return to work, your supervisor or school office representative must notify the Personnel Office at 474-6696 ext 10102. You must have your physician's permission and be cleared by the Personnel Office before returning to work.

## Claim for wages

An employee who sustains a compensable injury and is totally disabled after waiting a period of seven days (calendar days) is entitled to income benefits which are calculated as  $66 \frac{2}{3}$  percent of the average weekly wage, but not more than 100 percent, or less than 20 percent of the states average weekly wage. If the time off work exceeds fifteen days, the employee will also be paid for the seven waiting period days. You may use sick leave in conjunction with your workers' compensation payment but your sick leave days will only compensate you for the difference in the workers' compensation rate and your actual daily salary, or you can take full sick leave pay but workers' compensation will not pay.

**Medical claim**

An employee who sustains a compensable injury may be entitled to medical expenses. There is no requirement of days missed to be eligible for medical expenses.

You may go to any physician to seek medical treatment (preferably a family physician) and can be referred to other physicians as needed. The procedure of reporting claims is as follows:

- Employee reports injury to Worksite Coordinator (Principal, Supervisor)
- Employee completes First Report of Injury
- Worksite Coordinator will report injury within 24 hours by calling the Personnel Department, emailing and/or faxing (or delivering) the First Report of Injury.
- Personnel Department in turn faxes the First Report of Injury to KEMI.

**Additional information**

It is very important to turn in the First Report of Injury Report within 24 hours. Late reports can be denied by Worker's Compensation and personal insurance may refuse to pay the claim also. If you have questions or need information about Workers' Compensation, contact Cindy Thomas, Personnel Office at 474-6696.



# UNEMPLOYMENT INSURANCE

## Highlights

**Cost:** Paid in full by Carter County Board of Education

**Coverage:** Unemployment compensation is for eligible individuals who, through no fault of their own, lose their jobs or suffer loss of wages. Unemployment benefits are not typically payable if you voluntarily terminate your employment.

## Eligibility for coverage

As required by State law, employees of the Carter County Board of Education are covered by the Kentucky State Unemployment Program.

## Qualifying for unemployment benefits

To qualify for unemployment benefits, you must meet all of the conditions required by law. Among these conditions is the requirement that you must have lost your job -- or suffered a loss of wages -- through no fault of your own. This means that unemployment benefits are not typically payable if you voluntarily terminate your employment.

In addition to having sufficient earnings during your base period, you must meet the following requirements for every week of benefits claimed.

- (1) You must be physically and mentally able to work.
- (2) You must be either totally unemployed or working less than full time and earning less than one and one-fourth your weekly benefit amount.  
If you work less than full time and you are earning less than one and one-fourth times your weekly benefit amount, you may qualify for partial benefits. Eighty percent of your gross earnings is deducted from your weekly benefit amount.
- (3) You must be available for suitable work and be making a reasonable effort to find employment.
- (4) You must register for work with the Department for Employment Services.
- (5) You must file a claim for any week for which benefits are sought.

However, unemployment compensation is not typically paid for time off during an established and customary vacation period or holiday recess. For example, you will not typically qualify for unemployment benefits if:

- you are customarily off work during the summer vacation period and Board-approved holidays, and
- you have reasonable assurance of returning to work for the Board the next school year.

**Claims information and processing**

All claims for unemployment benefits must be filed with your local State Unemployment Office.

# COUNTY EMPLOYEES RETIREMENT SYSTEM (CERS)

## Highlights

- Cost:** Shared by plan members and the District
- Administrator:** A nine-member Board of Trustees
- Benefits:** Distributions are made at retirement, disability, death, or severance of employment

## Eligibility for coverage

Membership in CERS is mandatory for all classified employees hired after July 1, 1976 that average eighty (80) or more hours of work per month.

## Employee contributions

Employee annual contributions to CERS will equal 5.0 percent of your gross pay.

Retirement contributions are made on a tax deferred basis.

## CERS funding

All benefits are a result of assets created in the following manner:

- contribution from employee
- contribution from employer
- investment earnings

## Retirement

A member is vested for normal retirement at age 65 with 48 months of service. A member is vested for early retirement at age 55 with 60 months of service credit or at any age with 25 years of service credit. Early retirement benefits are reduced based on the member's age or years of service. However, a member may retire at any age with full benefits after obtaining 27 years of service credit. Full retirement benefits are calculated using the following formula:

Years of Service x 2.2% x Average five high years of salary

*The state will figure a reduction factor in the formula if the member is under 65 or has less than 27 years.*

**Additional information**

The CERS staff is available to work with you to insure your full understanding of all retirement options and benefits available to you. You may contact the CERS at:

**Kentucky Public Pensions Authority  
1260 Louisville Road  
Frankfort, Kentucky 40601**

**Telephone: 502-696-8800**

Retirement benefits under the CERS are fully explained in a booklet entitled “Summary Plan Description” that you may receive by contacting the CERS at the above address or phone number.

Assistance is also available from the Carter County Schools finance department at 474-5609.

**Benefit estimate**

If you are considering retirement or if you are planning for your retirement at a later date, you may receive a preliminary estimate by calling CERS.

**Withdrawing your account**

Employees may withdraw the money withheld for retirement by providing proof of termination or resignation to the finance office.

**Disability**

A member with 60 months of service credit is eligible for a monthly disability benefit if he/she should become disabled while actively contributing to the retirement system. A member is considered disabled if they can no longer perform their job or job like duties. The disability must not have existed before the member joined the retirement system.

Applications for disability benefits must be made within 12 months of the last day of paid employment. Disability benefits are calculated in the same manner as normal retirement benefits except that additional years of service credit may be added to the members account. The amount of service credit added will vary depending on the member’s age and years of service at the time of retirement.

### **Insurance coverage**

The retirement system provides hospital/medical insurance for recipients of retirement benefits. Participation in the insurance program is optional and coverage may be purchased to cover dependents. The cost of the coverage purchased for dependents must be paid by the recipient. The part of the insurance cost for the retired member may be partially, or fully, paid by the retirement system depending on the member's years of service.

### **Full year service**

If you worked before 1999 and were a 9, 10 or 11 months employee you only got retirement credit for the number of months you were contracted for. However, this time can be purchased but the employee will be responsible for paying interest, etc.

To arrange time purchases, please contact the CERS.

### **Application for retirement**

When you are eligible to retire and you have selected your proposed retirement date, you must first complete an application form. To receive an application form, you must call CERS at 1-800-928-4646. After you receive your application form from CERS, the Carter County Schools' personnel department or finance department will assist you with your application if you wish.

Notice	Persons retiring should give the Superintendent notice as far in advance as possible but not less than two (2) weeks prior to retirement.
Responsibility	Retirement benefits shall be solely a matter of contract between the employee and the CERS.
Unused Sick Days	The Board shall compensate classified employees at the time of their retirement for each unused sick day at the rate of 30% of the daily salary. This calculation is based on the employee's last annual salary.

## **RETIREMENT/SEPARATION FROM DISTRICT**

Persons retiring or resigning from the District should give the Superintendent notice as far in advance as possible but not less than two (2) weeks prior to retirement/resignation.

Retirement System	All full time classified personnel shall be declared eligible for entry into the County Employees' Retirement System.
Unused Sick Days/ Time of Retirement	<p>At the time of retirement and under provisions of KRS 161.155 (9), the Board shall compensate classified employees, or their estate, for unused sick days at the rate of 30% of the daily salary rate for each unused sick day. The remaining unused sick day. The remaining unused sick days (70%), will be purchased by the District in "air time" retirement credit. This calculation is based on the employee's last annual salary. Upon death of an employee in active contributing status who was eligible to retire by reason of service, the District shall compensate the estate of the employee.</p> <p>Retirement shall mean retirement from the County Employees' Retirement System.</p>
Unused Sick Leave/ Time of Other Separation	<p>The Board shall compensate classified employees, or their estate, for unused sick days at the rate of 30% of the daily rate for each unused sick day if they leave the system with a minimum of ten (10) years service as a classified employee for District. Employees who are terminated are not eligible for this benefit. The calculation is based on the employee's last annual salary. This provision does not apply if the employee in non renewed or terminated.</p> <p>Classified employees leaving the school district and claiming more than five (5) days may be required, at the Superintendent's discretion, to produce medical evidence of their inability to perform their duties.</p>

# PERSONAL LIABILITY PROTECTION

## Highlights

<b>Cost:</b>	Paid in full by Carter County Board of Education
<b>Policies:</b>	Comprehensive General Liability Policy and Errors or Omissions Policy
<b>Purpose:</b>	To protect you against personal loss from claims against you which may arise out of your duties as a school employee

## Eligibility for coverage

All employees, including substitutes, temporary and seasonal, are automatically covered under the Comprehensive General Liability Policy and the Errors or Omissions Policy while employed by, and acting within the scope of their duties for, the Carter County Board of Education.

The policies also cover student teachers and volunteers.

## Amount of protection

The limits of protection provided under each policy are as follows:

### Comprehensive General Liability Policy for all Employees

This policy will pay up to \$1,000,000 per covered occurrence for:

- bodily injury liability (including athletic activities),
- personal damage liability (libel, slander, invasion of privacy, etc.)
- corporal punishment,
- teachers and nurses professional liability,
- products liability, and
- other coverages including property damage liability.

## **Errors or Omissions Policy**

This policy will pay up to \$1,000,000 for covered omissions or wrongful acts. Omissions or Wrongful Acts are defined in the policy as:

"any actual or alleged error or misstatement or misleading statement or act or omission or neglect or breach of duty by the insured in the discharge of their duties, solely by reason of their being or having been insured during the policy period."

## **Reporting potential liability claims**

Any incident involving a potential liability claim must be reported to the Personnel Department at 474-6696.

## **Additional information**

This is a summary of the policies and not a substitute for the policies themselves. Please contact the Personnel Department for coverage details.



# **OPTIONAL BENEFITS AND SERVICES**

# TAX DEFERRED ANNUITY

## Highlights

**Purpose:** The voluntary Tax Deferred Annuity Program is an investment plan that will help you accumulate money for the future. It allows you to defer paying taxes on both the cost of your annuity and the investment growth or interest accumulated under your annuity.

**Cost:** Based on the tax deferred annuity you select

**Carrier:** You may purchase a tax deferred annuity from any Board approved carrier

## Approved Tax Deferred Annuity Companies

American Fidelity Assurance Company  
2525 Harrodsburg Road  
Suite 210  
Lexington, Kentucky 40504

Contact Person: Cass Blair  
Accounts Representative  
  
1-800-934-8030

Kentucky Public Employees  
Deferred Compensation System  
67 Fountain Place  
Frankfort, Kentucky 40601

Contact Person: John Knausz  
67 Fountain Place  
Frankfort, Kentucky 40601  
1-800-542-2667

Kentucky Teachers Retirement System  
479 Versailles Road  
Frankfort, Kentucky 40601

Contact Person:  
479 Versailles Road  
Frankfort, Kentucky 40601  
1-502-564-3266

# SUPPLEMENTAL GROUP TERM LIFE INSURANCE

## Highlights

<b>Cost:</b>	Paid in full by employees who elect this coverage
<b>Coverage:</b>	Voluntary group term life insurance to supplement your basic coverage
<b>Carrier:</b>	You may purchase term life insurance from any Board approved carrier

## Approved Term Life Companies

American Fidelity Assurance Company  
2525 Harrodsburg Road  
Suite 210  
Lexington, Kentucky 40504

Contact Person: Cass Blair

1-800-934-8030

Kentucky Educational Association\*  
401 Capitol Avenue  
Frankfort, Kentucky 40601  
1-800-755-2889

401 Capitol Avenue  
Frankfort, Kentucky 40601  
1-800-755-2889

Liberty National  
101 Carriage Way Suite 120  
Hurricane, WV 25526

304-553-8115

*\*Employees must be a KESPA member to purchase term life insurance through KEA.*

# COMPREHENSIVE OFFERINGS

## Highlights

**Cost:** Paid in full by employees who elect the coverage

**Coverage:** The following companies have an assortment of offerings

American Fidelity Assurance Company      Contact Person: Cass Blair  
2525 Harrodsburg Road  
Suite 210  
Lexington, Kentucky 40504      1-800-934-8030

- Cancer Insurance
- Long Term Disability
- Short Term Disability
- Whole Life Insurance
- After Tax Annuity
- Hospital Indemnity
- Hospital WRAP
- Term Life Insurance
- 457 Deferred Compensation

Kentucky Educational Association\*  
401 Capitol Avenue  
Frankfort, Kentucky 40601  
1-800-755-2889

- Dental Insurance
- Short Term Disability Income Plan
- Sick Leave Coordinated Disability Insurance Plan
- Hospital Indemnity Plan
- Supplemental Long Term Disability Plan
- Term Life Insurance

*\*Employees must be a KESPA member to purchase the items listed above.*

# CREDIT UNION

## Highlights

**Cost:** An initial deposit of \$5.00 is required for membership. This amount must remain in your savings account for continued membership. You may receive an application from Carter County Schools' business office.

**Institution:** Commonwealth Credit Union  
417 High Street  
Credit Union Plaza  
Frankfort, Kentucky 40601  
1-800-228-6420

**Purpose:** The credit union provides numerous financial services with payments and deposits being payroll deducted.

### The credit union offers:

- Visa/Master Card
- Personal Loans
- Student Loans
- Mortgage Loans
- Auto Loans
- Certificates of Deposit
- Savings Accounts
- Checking Accounts
- Individual Retirement Accounts

# SECTION 125 FLEXIBLE BENEFIT PLAN

## (Cafeteria Plan)

### Highlights

**Cost:** Paid in full by employees who elect the coverage

**Purpose:** To allow employees to reduce their taxable income by paying health insurance premiums, term life insurance premiums (up to \$50,000 coverage), cancer insurance premiums, and in-hospital indemnity premiums with pre tax dollars.

The plan also allows employees to authorize a salary reduction agreement (monthly payments) to pay for out of pocket medical expenses and dependent child care expenses with pre tax dollars.

### Enrollment

Each year during an open enrollment period, employees are required to sign an election form to either participate or not participate in the Section 125 Plan.

### The administrator for the plan is:

American Fidelity Assurance Company  
2525 Harrodsburg Road  
Suite 210  
Lexington, Kentucky 40504

Contact Person: Cass Blair  
  
1-800-934-8030

# PAID TIME OFF

## **HOLIDAYS**

### **Holidays**

All full-time classified personnel who work less than twelve months shall be eligible for the four (4) paid holidays designated in the official school calendar. In addition, full-time twelve-month employees shall be paid for additional holidays on July 4 and Christmas Eve, and Memorial Day.

### **Exception**

The Superintendent may require, for security or other reasons, certain classified personnel to work on holidays. In this case, the employee shall be granted the holiday on another day.

### **Contracted Days**

Employees shall work the days specified in their contracts.



# SICK LEAVE

Number of Days	<p>Sick leave days for employees would be allocated as follows:</p> <ul style="list-style-type: none"><li>• 204 days or less - 10 sick leave days per year</li><li>• 205-224 days - 11 sick leave days per year</li><li>• 225 or more - 12 sick leave days per year</li></ul> <p>Persons employed for less than a full year contract shall receive a prorata part of the authorized sick leave days calculated to the nearest 1/2 day.</p> <p>Persons employed on a full year contract but scheduled for less than a full work day shall receive the authorized sick leave days equivalent to their normal working day.</p>
Accumulative	<p>Sick leave days not taken during the school year in which they were granted shall accumulate without limitation to the credit of the classified employee to whom they were granted.</p>
Definition	<p>Sickness shall mean personal illness, including illness or temporary disabilities arising from pregnancy.</p>
Family Illness	<p>Sick leave can also be taken for illness in the immediate family. Immediate family shall mean employee's spouse, children (including stepchildren), grandchildren, daughters-in-law, sons-in-law, brothers and sisters, parents, spouse's parents, grandparents and spouse's grandparents without reference to the location or residence of said relative and any other blood blood relative who resides in the employee's home.</p>
Affidavit	<p>Upon return to work, an employee claiming sick leave must file a personal affidavit or a certificate of a physician stating that the employee was ill or that the employee was absent to attend a member of the immediate family who was ill.</p>
Unused Sick Days	<p>At the time of retirement and under provisions of KRS 161.155 (9), the Board shall compensate classified employees, or their estate, for unused sick days at the rate of 30% of the daily salary rate for each unused sick day. The remaining unused sick leave days (70 %), will be purchased by the District in "air time" retirement credit. This calculation is based on the</p>

employee's last annual salary. Upon death of an employee in active contributing status who was eligible to retire by reason of service, the District shall compensate the estate of the employee.

Unused Sick Days/  
Time of Other Separation

The Board shall compensate classified employees, or their estate, for unused sick days at the rate of 30% of the daily rate for each unused sick day if they leave the system with a minimum of ten (10) years service as a classified employee for District. The calculation is based on the employee's last annual salary.

Sick Leave Donation

Classified employees who have accrued more than fifteen (15) Program days of sick leave may request to transfer days to another employee in the district who is authorized to receive the donation. The number of days donated shall not reduce the employee's sick leave balance to less than fifteen (15) days. To receive a donation, an employee must have exhausted their sick leave and any other paid leave granted by the Board and they or their immediate family must suffer from a medically certified illness, injury, impairment or physical or mental condition that has caused or is likely to cause the employee to be absent for at least ten (10) days for the same certified illness, injury, impairment or physical or mental condition or suffers from a catastrophic loss to his/her personal or real property, due to either natural disaster or fire, that either has caused or will likely cause the employee to be absent for at least ten (10) consecutive working days for the same event. Any sick leave that remains unused shall be returned to the employee donating the sick leave.

Resigning or retiring employees may not donate their days within thirty days of leaving the school system.

# PERSONAL LEAVE

## Number of Days

Full-time classified employees shall be entitled to three (3) days of personal leave with pay each school year.

Persons employed for less than a full year contract shall receive a prorata part of the authorized personal leave days calculated to the nearest 1/2 day.

Persons employed on a full year contract but scheduled for less than a full work day shall receive the authorized personal leave days equivalent to their normal working day.

## Approval

The Superintendent or designee must approve the leave date, but no reasons shall be required for the leave.

Approval shall be contingent upon the availability of qualified substitute employees. Those employees making earliest application shall be given preference.

## Affidavit

Employees taking personal leave must file a personal affidavit on their return to work stating that the leave was personal in nature.

## Accumulation

On June 30<sup>th</sup> of each year, personal leave days not taken during the current school year shall be transferred and credited to the employee's sick leave account.

Reference: KRS 161.154

Related Policy: 03.1232

# VACATION

Who Qualifies	Only employees who work twelve (12) months qualify for vacation days.
Assignment of Days	On July 1, employees are assigned their vacation days for the up coming school year. Vacation days must be taken by June 30 or lost. An exception to this is that employees may carry over days not to exceed a total of fifteen including carryover days and a new allotment of days.
Number of Days	<p>Employees receive five (5) vacation days per year through the first four years of employment. When an employee begins their fifth year, they will receive ten (10) vacation days per year. When an employee begins their twentieth year, they will receive fifteen (15) vacation days per year.</p> <p>Persons employed for less than a full year contract shall receive a prorata part of the authorized vacation days calculated to the nearest 1/2 day.</p> <p>Persons employed on a full year contract but scheduled for less than a full work day shall receive the authorized vacation days equivalent to their normal working day.</p>
Approval	Vacation days must be approved in advance by the employee's immediate supervisor. Supervisors are encouraged to be as flexible as possible in approval of vacation days but there may be times when approval may not be given.
Affidavit	Employees taking vacation days must file a vacation card with the finance department.
Accumulation	Employees may accumulate up to fifteen days vacation.

# EMERGENCY LEAVE

Number of Days	<p>Employees may use three (3) sick leave days per school year for emergency leave pursuant to KRS 161.152 and consistent with the following provisions.</p> <p>Persons employed for less than a full year contract shall receive a prorata part of the authorized emergency leave days calculated to the nearest 1/2 day.</p> <p>Persons employed on a full year contract but scheduled for less than a full work day shall receive the authorized emergency leave days equivalent to their normal working day.</p>
Bereavement	Death of a relative or personal friend.
Disasters	Personal disasters of the magnitude of tornadoes, fires, floods, etc. This applies only in cases not covered by sick leave.
Court	Court appearances when the employee's presence is required. This is not to include jury duty.
Other	Such other reasons of an emergency or extraordinary nature as approved by the Superintendent or designee.
Request for Leave	Emergency leave must be requested through the Superintendent or designee who will determine if the leave requested meets the Board's criteria. Emergency leave should be requested in advance when possible.
Affidavit	Persons taking emergency leave must file a personal affidavit upon their return to work stating the specific reasons for their absence.
Accumulation	Emergency leave days not taken during the school year shall not accumulate.

## **JURY LEAVE**

### **Salary**

Any employee who serves on a jury in a duty constituted local, state, or federal court shall be granted leave with full compensation, less any compensation received as jury pay (except expense monies), for the period of actual jury service. If an employee reports to jury duty and is released in time to work at least half of their work day they must return to their work site. If the employee can not go back in time to work half of their work day they do not have to return.

### **Notice**

Persons who will be absent from work to serve on juries must give advance notice to their immediate supervisors.

## **MILITARY LEAVE**

Military leave will be granted to classified personnel under the provisions and conditions specified in KRS 61.373, 61.375, 61.377, 61.394, and 61.396.

Employees are responsible for notifying their immediate supervisor as soon as they are notified of an impending military-related absence.

# **UNPAID LEAVES OF ABSENCE**

Employees are expected to be on the job, be on approved paid leave, or be on approved unpaid leave. Paid leave must be approved by the employee's immediate supervisor. Unpaid leave must be approved by the superintendent and/or the Carter County Board of Education.

## **RETURN FROM LEAVE OF ABSENCE**

Classified employees on long term leave of absence must notify the superintendent in writing by March 15 of the year the leave terminates of the date of their intent to return to the school system. Employees who fail to notify the superintendent of their return by March 15 cannot be guaranteed employment for the following school year. If an employee on leave has not contacted the superintendent by March 15, the superintendent is authorized to fill the position for the following school year. When an employee in the final year of a leave fails to contact the superintendent by March 15, to either request an extension of leave or to provide a date of return, the superintendent may determine whether personnel action is required.

Employees taking approved long term leave will be entitled on return to a comparable position for which they are qualified. Placement in the same position or the same school cannot be guaranteed.



## **EXTENDED DISABILITY LEAVE**

Length of Leave	Classified employees who anticipate an extended period of disability shall be granted by the Board, upon written request, leave without pay not to exceed the remainder of the school year. Thereafter, leave may be extended by the Board in increments of no more than one (1) year.
Notification of Return	Employees on extended disability leave shall notify the Superintendent in writing of their intent to return to the school system on or before March 15. Employees who fail to notify the Superintendent of their return by March 15 cannot be guaranteed employment for the following school year.
Verification	The Superintendent may require the employee to secure a licensed physician's verification of disability.
Placement Upon Return	Employees taking disability leave will be entitled on return to a comparable position for which they are qualified. Placement in the same position or the same school cannot be guaranteed.

## **INVOLUNTARY DISABILITY LEAVE**

Require Examination	When, in the opinion of the Superintendent there is evidence that an employee is no longer able to perform satisfactorily the assigned duties, the Superintendent may require the employee to provide evidence of fitness in the form of an examination and report by a physician of the Superintendent's choosing. The Board shall bear the cost of this examination.
Suspension	The Superintendent may suspend the employee temporarily pending the physician's examination. Upon recommendation of the Superintendent, the Board may place the employee on involuntary disability leave.
Hearing	The employee shall have the right to a hearing before the superintendent on such involuntary leave and its renewal or extension.

# **FAMILY AND MEDICAL LEAVE**

## **Reasons**

In compliance with the Family and Medical Leave Act of 1993 and under procedures by the Superintendent, leave shall be granted to eligible employees for the following reasons:

1. To care for the employee's child after birth, or placement of a child with the employee for adoption or foster care;
2. To care for the employee's spouse, child or parent who has a serious health condition; or
3. For a serious health condition that makes the employee unable to perform the employee's job.

Employees requesting leave for any of the above reasons shall be notified that they may be eligible for family and medical leave. Requests for family and medical leave shall be made in writing.

## **Eligibility**

Employees are eligible for up to twelve (12) workweeks of family and medical leave each school year, if they have been employed by the District for at least eighty (80) hours a month during the contract year preceding the start of the leave.

## **Restrictions**

Employees must use all sick leave before being eligible for unpaid family and medical leave, except that they may request to reserve ten (10) days of sick leave.

Paid leave used by the employee under this policy shall be subtracted from the twelve (12) workweeks to which the employee is entitled. When an employee's work-related injury/medical state qualifies as a serious health condition, worker's compensation leave shall be subtracted from the twelve (12) workweek entitlement.

Entitlement to family and medical leave for birth or placement of a child shall expire twelve (12) months after the date of such birth or placement.

When both husband and wife are employed by the District, the combined amount of family and medical leave for reasons other than personal illness or illness of a child shall be limited to twelve (12) workweeks. In cases of personal illness or illness of a child, each spouse is entitled to twelve (12) workweeks of family and medical leave.

Restrictions (cont)	<p>Depending on the date family and medical leave is to begin, employees may be required to continue on leave until the end of the school term to avoid classroom disruption.</p> <p>Unused family and medical leave shall not accumulate from year to year.</p>
Intermittent Leave/Reduced Hours	Family and medical leave may be taken intermittently or on a reduced hours basis.
Continuation of Benefits	While on family and medical leave, employees shall be entitled to all employment benefits accrued prior to the date on which the leave commenced. The State shall continue to provide health insurance for employees on family and medical leave. Other employment benefits and seniority shall not accrue during family and medical leave.
Return to Work	<p>When family and medical leave is taken due to an employee's own medical condition, the District shall require that the employee be given medical clearance before returning to work.</p> <p>Upon return to work, the employee shall be entitled to his/her same position or an equivalent position with equivalent pay.</p>
Notice	The District shall notify employees of family and medical leave provisions by posting appropriate notice in conspicuous places in the Central Office and each worksite.

## **MATERNITY LEAVE**

Childbirth	Childbirth and recovery therefrom shall be considered temporary disabilities and will entitle the employee to sick leave benefits.  Extended disability due to pregnancy, childbirth, or recovery therefrom may be considered as "extended disability."
Child Rearing	On written request, the parent of a newborn shall be granted unpaid leave of absence not to exceed the remainder of the school year. Thereafter, leave may be extended in increments of one (1) year.
Notification of Return	Employees on maternity leave shall notify the Superintendent in writing of their intent to return to the school system on or before March 15. Employees who fail to notify the Superintendent of their return by March 15 cannot be guaranteed employment for the following school year.
Adopted Child	An employee may use up to thirty (30) days of sick leave following the adoption of a child or children.
Placement Upon Return	Employees taking a maternity leave will be entitled to return to a comparable position for which they are qualified. Placement in the same position or the same school cannot be guaranteed.

## **ADOPTION OF CHILD LEAVE**

Length of Leave	Classified employees who adopt a child or children shall be granted, upon written request, leave without pay not to exceed the remainder of the school year. Thereafter, leave may be extended in increments of no more than one (1) year.
Notification of Return	Employees on adoption of child leave shall notify the Superintendent in writing of their intent to return to the school system on or before March 15. Employees who fail to notify the Superintendent of their return by March 15 cannot be guaranteed employment for the following school year.
Placement Upon Return	Employees taking adoption of child leave will be entitled to return to a comparable position for which they are qualified. Placement in the same position or the same school cannot be guaranteed.

# LONG TERM PERSONAL LEAVE

## Leave Without Pay

Upon written request and recommendation of the Superintendent, the Board may grant a leave without pay for up to a full school year for extreme circumstances of a personal nature. This leave is not intended to furnish employees an avenue to hold their position while they explore other career opportunities and will be granted on a case-by-case basis, based on documented need. In making their decision on the request, the Board also will consider any possible negative impact to the District.

The Superintendent may require the employee to secure written documentation to verify the extreme personal circumstances implied by the request.

## Notification of Return

Employees on leave covered by the related policies listed below shall notify the Superintendent in writing by March 15 of the year the leave terminates of the date of their intent to return to the school system. Employees who fail to notify the Superintendent of their return by March 15 cannot be guaranteed employment for the following school year. If an employee on leave has not contacted the Superintendent by March 15, the Superintendent is authorized to fill the position for the following school year. Where an employee in the final year of leave fails to contact the Superintendent by March 15, to either request an extension of leave or to provide a date of return, the Superintendent may determine whether personnel action is required.

## Placement Upon Return

Employees taking any long term leave will be entitled on return to a comparable position for which they are qualified. Placement in the same position or the same school cannot be guaranteed.

# **RELATED PERSONNEL POLICIES**

# EMPLOYEE COMPLAINT PROCEDURE

Definition	<p>This procedure is intended to establish a means of resolving employee complaints concerning alleged improper or inequitable application of:</p> <ul style="list-style-type: none"><li>A. Written policies adopted by the Carter County School Board.</li><li>B. State or federally mandated policies and statutes applicable to the Carter County School District.</li><li>C. Carter County School District administrative procedures that have been written and commonly used but have not been formally adopted as School Board Policy.</li><li>D. Unwritten but commonly used Carter County School District administrative procedures.</li></ul>
Reporting Complaints	<p>It is the duty of Carter County School District employees to express complaints of the nature defined above directly to the employee's immediate supervisor. If, in the employee's opinion, a satisfactory explanation is not given or a correction made, it is then the employee's responsibility to express his/her complaint in writing to the school district personnel office. In some instances, it may be appropriate for the complainant to submit his/her grievance directly to the personnel office thus by-passing the immediate supervisor. This action shall be taken only in those instances where the matter communicated is of such a personal and private nature that it can not be effectively communicated to the immediate supervisor. The personnel officer reserves the right to redirect the complainant to the appropriate level.</p>
Policy Hearing Committee	<p>Upon receipt of a written complaint of the nature defined above, the school district personnel officer will attempt to resolve the complaint in a manner that is agreeable to both the employee and the employee's immediate supervisor. If the personnel officer is unable to resolve the complaint, a meeting of the Policy Hearing Committee (PHC) will be convened. The PHC is established for the purpose of hearing such complaints and shall be comprised of one permanent member, two year-long members, and one single-issue member.</p>

Policy Hearing  
Committee (cont)

The permanent member shall be the school district personnel officer. The two year-long members shall be certified employees when the complainant is a certified employee, and classified employees when the complainant is a classified employee. Certified and classified employee groups will each elect their two year-long members at large from among all employees in their group, (certified or classified). The single issue member shall be a school district administrator (not the employee's immediate supervisor) appointed by the Superintendent of Schools.

Duties of the PHC  
shall include

- A. To reach a determination concerning whether or not the complaint properly falls within the charge of the committee, i.e., a complaint satisfying the above definition. Such determination shall be made by a vote of a minimum of two PHC members.
- B. To identify through testimony of the complainant and other parties, written documents and records, and other means deemed advisable, all written policies and statutes and written and unwritten administrative procedures bearing upon the complaint.
- C. To reduce all identified unwritten administrative procedures to writing.
- D. To agree upon a "finding" concerning the proper resolution of the issue being addressed and to submit their finding to the Superintendent of Schools for final action. In the event that a single finding cannot be agreed upon by a majority of the committee, competing findings should be submitted to the Superintendent of Schools.



- Duties of the Superintendent of Schools shall include
- A. In the event that a single PHC finding is submitted, it is the Superintendent's duty to decide the issue in favor of the PHC finding unless clear evidence exists that a school district policy has been overlooked or disregarded.
  - B. In the event that more than one PHC finding is submitted, it is the Superintendent's duty to decide the issue in favor of a single finding or a reasonable compromise between the several findings unless clear evidence exists that a school district policy has been overlooked or disregarded.
  - C. In the event that a determination is made that a misapplication has occurred as defined above, it is the Superintendent's duty to direct that the misapplication be corrected. If a correction in the employee's salary level or another monetary benefit is required, the correction will be retroactive to a date no earlier than the beginning of the fiscal year within which the complaint was filed.
  - D. After the PHC has been completed and a final determination made, it is the Superintendent's duty to report the complaint and the manner and nature of its resolution to the School Board.
  - E. As a part of his/her report to the School Board, it is the Superintendent's duty to submit written descriptions of school district practices that have been developed through the PHC process, and either to recommend their adoption as School Board policy or recommend action requiring discontinuation of the practice in the school district.

Decisions of the Superintendent of Schools made in the course of enacting this policy shall constitute a final resolution to the individual complaint being addressed, and shall be viewed as relevant to future school district practices and employee complaints unless rendered inoperable through subsequent School Board policy adoptions.

## **OPEN DOOR POLICY**

If employees have concerns or suggestions that are not of such a nature to warrant the filing of a grievance but need to be communicated, the employee is encouraged to bring them to the attention of their immediate supervisor. If the immediate supervisor does not adequately deal with the employee's concerns or is the alleged party in a complaint, the employee is encouraged to communicate with their immediate supervisor's supervisor, etc., until their concerns have been adequately addressed.

# HARASSMENT/DISCRIMINATION

Definition	Harassment/Discrimination is intimidation by threats of or actual physical violence; the creation, by whatever means, of a climate of hostility or intimidation, or the use of language, conduct, or symbols in such manner as to be commonly understood to convey hatred, contempt or prejudice or to have the effect of insulting or stigmatizing an individual.
Prohibition	Harassment/Discrimination due to an individual's race, color, national origin, age, religion, marital status, political beliefs, sex, or disability is prohibited.
Disciplinary Action	Employees who engage in harassment/discrimination of another employee or a student on the basis of race, color, national origin, age, religion, marital status, political beliefs, sex or disability shall be subject to disciplinary action as directed by the Superintendent.
Prohibited Conduct	<p>Conduct and/or actions prohibited under this policy include but are not limited to:</p> <ol style="list-style-type: none"><li>1. Derogatory nicknames, slurs, demeaning stories, jokes, or pictures relating to any of the protected categories listed in the definition of harassment/discrimination contained in this policy.</li><li>2. Unwanted touching, sexual advances, requests for sexual favors and spreading sexual rumors;</li><li>3. Causing an employee to believe that he or she must submit to unwelcome sexual conduct in order to maintain employment or that a personnel decision will be based on whether or not the employee submits to unwelcome sexual conduct;</li><li>4. Implied or overt threats of physical violence or acts of aggression or assault based on any of the protected categories;</li><li>5. Seeking to involve individuals with disabilities in antisocial, dangerous or criminal activity where they, because of disability, are unable to comprehend fully or consent to the activity, and</li><li>6. Destroying or damaging an individual's property based on any of the protected categories.</li></ol>

Who To Contact	<p>The employee should contact their immediate supervisor to report a complaint.</p> <p>If the immediate supervisor is an alleged party in the complaint, the complaint shall be directed to the superintendent.</p>
Conference	<p>The person that receives the complaint shall arrange a conference as soon as possible to resolve the situation and will make a written report to the employee within five working days after receiving the complaint. A copy of the complaint and response shall be filed with the superintendent.</p>
Appeal to Superintendent	<p>If the employee is not satisfied with the resolution developed under the above steps, or if the solution is not received in the prescribed five days, the employee may appeal in writing to the superintendent, who shall investigate the allegations within five working days from the date the appeal was received.</p> <p>A written response will be made by the superintendent within ten working days from the date of the appeal and presented to the employee with a copy filed in the superintendent's office.</p>
Appeal to Board	<p>If the resolution of the complaint developed by the superintendent is not satisfactory, and the complaint concerns the method in which a board policy was administered, the fairness of a board policy, or the violation of a policy by personnel, the employee may appeal in writing to the Board for a hearing at the next regularly scheduled meeting. The Board does not have the authority to discipline personnel. That authority lies with the superintendent.</p> <p>The resolution reached by the Board shall be final and shall be presented to the employee within three working days from the date of the Board's decision with a copy filed in the superintendent's office.</p>
Corrections	<p>Any harassment/discrimination when certified, shall immediately be stopped and any conditions causing such harassment/discrimination shall be immediately corrected. District employees shall be notified of the methods enacted to prevent reoccurrences.</p>

Site Based Decision Making Schools	The above listed procedure should be used by all employees regardless of whether they work in a site based school or not when the complaint is with another employee or a Carter County Board of Education policy. However, the councils at SBDM schools have the authority to adopt policies in certain areas as spelled out in state law.
Appeal to School Council	If the complaint concerns the fairness of a school council policy, the employee may present evidence to the school council regarding why the employee feels that the policy is unfair.
Appeal to the Superintendent	If the complaint is not satisfactorily resolved by the school council, the appeals may be submitted in writing to the superintendent.
Appeal to Board	If within the ten days the matter is not satisfactorily resolved by the superintendent, the appealing party may, within twenty days, appeal to the Board. The Board shall afford the affected parties a hearing within thirty days of the appeal to the Board. The Board shall issue a final written decision on the appeal with its rationale no later than sixty days from the date of the hearing.
Basis	Actions of the council will be reviewed on appeal based on whether the council action was arbitrary, violated district policy, exceeded the authority of the council or was otherwise unlawful under state or federal law.
Retaliation Prohibited	No one shall retaliate against an employee or student because she/he files a written grievance, assists or participates in an investigation, proceeding, or hearing regarding the charge of harassment/discrimination of an individual or because she/he has opposed language or conduct that violates this policy.

### Harassment and Discrimination

The Carter County School District does not tolerate acts of harassment and discrimination based on race, color, national origin, age, religion, sex or disability.

Prohibited acts include, but are not limited to, offensive conduct such as racial or ethnic slurs, jokes, derogatory comments, or other verbal or physical conduct against a member of any of the protected classes listed above.

Any student who believes they have been harassed or discriminated against should report this immediately, either verbally or in writing, to their building level Principal.

Any employee who believes they have been discriminated against should report this immediately to the Superintendent.

Complaints of harassment and discrimination will lead to an adequate, reliable and impartial investigation in accordance with the specific Carter County Board of Education

Harassment/Discrimination policy.

Students who engage in harassment/discrimination shall be subject to disciplinary action, including but not limited to, suspension and expulsion.

Employees who engage in harassment/discrimination shall be subject to disciplinary action, including but not limited to, suspension without pay and termination of employment.

Retaliation against anyone who has reported harassment or discrimination, or who has provided information during an investigation, is strictly forbidden.

The district's official Anti-Harassment and Discrimination Statement is published on the district website at the following link at the "ABOUT US" drop down tab:

<https://www.cartercountyschools.org/>

The Carter County Board of Education Harassment/Discrimination policies (03.162, 03.262 for employees and 09.42811 for students) are found at the following link:

<http://policy.ksba.org/Chapter.aspx?distid=3>

# **EQUAL EMPLOYMENT OPPORTUNITY**

Nondiscrimination	The superintendent shall adhere to a policy of equal employment opportunity in all personnel matters. No person shall be subjected to discrimination in regard to employment, retention, promotion, demotion, transfer or dismissal because of race, color, religion, sex, national or ethnic origin, political affiliation, marital status, age or disabling condition.
Individuals with Disabilities	<p>No qualified person with a disability, as defined by law, shall, on the basis of the disability, be subject to discrimination in employment.</p> <p>District employment practices shall be in accordance with the Board-approved procedures addressing requirements of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.</p>
Reasonable Accommodation	<p>Employees who have a temporary or permanent disability may request the District supervisor to provide reasonable accommodations necessary for them to perform the essential duties of the position. If assistive technology is deemed necessary for an employee, every effort will be made to obtain that technology in a timely fashion.</p> <p>Reasonable accommodation shall be provided as required by law.</p>

# **AMERICANS WITH DISABILITY ACT**

Purpose	The Americans with Disabilities Act of 1990, as amended, protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, referral, and other aspects of employment on the basis of disability.
Reasonable Accommodation	Employees who have a temporary or permanent disability under the guidelines of the Americans with Disabilities Act may request the school district to provide reasonable accommodations necessary for them to perform the essential duties of the position.

## **DRUG-FREE/ALCOHOL-FREE SCHOOLS**

Illegal and/or Controlled Substances	<p>District employees shall not manufacture, distribute, dispense, be under the influence of, possess or use, on or in the workplace or in the performance of duties, alcohol or any drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance as defined by federal regulation.</p> <p>“Controlled substance” shall mean any substance or immediate precursor listed in Chapter 218A of the Kentucky Revised Statutes or any other substance which may be added by the Kentucky Cabinet for Human Resources under regulations pursuant to KRS 218A.020.</p>
Authorized Drugs	<p>Employees who personally use or who are designated to administer to a student a drug authorized by and administered in accordance with a prescription from a health professional shall not be considered in violation of this policy.</p>
Workplace Defined	<p>Workplace shall mean the site for the performance of work done for the District including any place where work on a District program, project or activity is performed, including, but not limited to, a school building or other school premises and any school-owned vehicle or any other school-approved vehicle used to transport students to and from school or school activities. “Workplace” shall also include school-sponsored or school-approved activities, events or functions which are held off school property and in which students are under District jurisdiction including, but not limited to, field trips and athletic events.</p>
Suspension/Termination/ Non-Renewal	<p>Any employee who violates the terms of the District’s drug-free/alcohol-free policies may be suspended, non-renewed or terminated. In addition, violations may result in notification of appropriate legal officials.</p>
Alternative	<p>As an alternative, the superintendent may choose that an employee who violates the terms of the District’s drug-free/alcohol-free workplace policies shall satisfactorily participate in a Board-approved drug/alcohol abuse assistance or rehabilitation program. If the employee fails to satisfactorily participate in such a program, the employee may be suspended, non-renewed or terminated.</p>
Notification by Employee	<p>Any employee convicted of a workplace violation of criminal drug statutes shall, within five (5) working days, provide notification of the conviction to the superintendent.</p>



**-Classified Personnel-****Drug-Free/Alcohol Free Schools****Drugs, Alcohol and Other Prohibited Substance**

District employees shall not manufacture, distribute, dispense, be under the influence of, purchase, possess, use or attempt to purchase or obtain, sell or transfer any of the following in the workplace or in the performance of duties:

1. Alcoholic Beverages;
2. Controlled substances, prohibited drugs and substances, and drug paraphernalia; and
3. Substances that “look like” a controlled substance. In instances involving look-alike substances, there must be evidence of the employee’s intent to pass off the item as a controlled substance.

In addition, employees shall not possess prescription drugs for the purpose of sale or distribution.

**DEFINITIONS**

Controlled substance shall mean any substance or immediate precursor listed in Chapter 218A of the Kentucky Revised Statutes or any other substance added by the Kentucky Cabinet for Health and Human Services under regulations pursuant to KRS 218A.020.

Prohibited drugs include, but are not limited to, any substance that an individual may not sell, possess, use, distribute or purchase under Federal or Kentucky law.

Prohibited substances include:

1. All prescription drugs obtained without authorization, and
2. All prohibited substances however taken or used, including but not limited to, inhaling, ingesting, and/or injecting. These include, but are not limited to, prescribed and over-the-counter drugs and prohibited volatile substances as defined in KRS 217.900 that are used or intended for use for an abusive and/or intoxicating purpose.

**AUTHORIZED DRUGS**

Employees who personally use or who are designated to administer to a student a drug authorized by and administered in accordance with a prescription from a health professional shall not be considered in violation of this policy. Persons taking prescriptions that are narcotic or contain opiates are to report these prescriptions immediately to their supervisor with a statement from their physician indicating they have authorized the prescription.

## **Drug-Free/Alcohol-Free Schools**

### **Pre-Employment Testing**

All applicants being considered for employment positions identified as safety-sensitive will be required to submit to a urinalysis test for the purpose of detecting illegal use of drugs, as part of the currently required pre-employment physical. "Safety-sensitive" shall refer to positions where a single mistake by such employee can create an immediate threat of serious harm to students and fellow employees. Safety-sensitive positions requiring pre-employment drug testing shall include, but not be limited to: Principal, assistant principal, teacher, traveling teacher, teacher aide, substitute teacher, counselor, central office administrator, custodian, cook, school secretary, maintenance worker, and others as indicated on the description for the position.

### **Random Testing**

All safety-sensitive employees shall be subject to random drug testing in accordance with this policy and related procedures.

### **Physical Examination/Screening Based Upon Reasonable Suspicion**

The Superintendent/designee, with such assistance and input of the employees' supervisors as deemed necessary, is authorized to make the determination that reasonable suspicion or cause exists to order a drug screen of employees in safety sensitive positions. Circumstances under which substance screening may be considered include, but are not limited to, the following:

1. Observed use, possession, or sale of illegal drugs and/or illegal use, possession, sale, or abuse of alcohol and/or the illegal use or sale of prescription drugs.
2. Apparent physical state of impairment of motor functions.
3. Marked changes in personal behavior not attributable to other factors.
4. Employee involvement in or contribution to an accident where the use of alcohol or drugs is reasonably suspected or employee involvement in a pattern of repetitive accidents, whether or not they involve actual or potential injury.
5. A formal allegation made by a duly authorized law enforcement officer.

The circumstances under which substances screening may be considered are limited to employee conduct on duty or during working hours, or on or in Board property, or at school related functions of the District.

Prior to substance screening, employees shall sign an acknowledgement that the summary result shall be transmitted to the Superintendent. Failure to comply will be considered insubordination and appropriate disciplinary actions shall occur.

## **Drug-Free/Alcohol-Free Schools**

### **Workplace Defined**

Workplace shall mean the site for the performance of work done for the District including any place where work on a District program, project or activity is performed, including, but not limited to, a school building or other school premises and any school-owned vehicle or any other school-approved vehicle used to transport students to and from school or school activities. "Workplace" shall also include school-sponsored or school-approved activities, events or functions which are held off school property and in which students are under District jurisdiction including, but not limited to, field trips and athletic events.

### **Suspension/Termination/Non-Renewal**

Any employee who violates the terms of this policy may be suspended, non-renewed or terminated. In addition, violations may result in notification of appropriate legal officials.

### **Alternative**

As an alternative, the Superintendent may choose that an employee who violates the terms of the District's drug-free/alcohol-free workplace policies shall satisfactorily participate in a Board-approved drug/alcohol abuse assistance or rehabilitation program. If the employee fails to satisfactorily participate in such a program, the employee may be suspended, non-renewed or terminated.

### **Reporting**

Employees of the District shall promptly make a report to the local police department, sheriff, or Kentucky State Police, by telephone or otherwise, if they know or have reasonable cause to believe that conduct has occurred which constitutes the use, possession, or sale of controlled substances on the school premises or within one thousand (1,000) feet of school premises, on a school bus, or at a school sponsored or sanctioned event.

### **Notification by Employee**

Any employee convicted of a workplace violation of criminal drug statutes shall, within five (5) working days, provide notification of the conviction to the Superintendent.

### **Prevention Program**

The Superintendent shall establish a comprehensive and on-going drug-free/alcohol-free prevention program for all employees which shall include notice of the following:

1. The dangers of drug/alcohol/substance abuse in the schools;
2. The District's policies and related procedures on drug-free/alcohol free schools;
3. The requirement for mandatory compliance with the District's established standards of conduct, including those that prohibit use of alcohol, drugs and other controlled and prohibited substances;
4. Information about available drug/alcohol counseling programs and available rehabilitation/employee assistance programs; and
5. Penalties that may be imposed upon employees for violations of this policy.

# PERSONNEL RECORDS

Only one (1) official personnel file shall be maintained for each employee. This file shall be maintained in the Central Office and shall be under the custody of the Superintendent or the Superintendent's designee. This file may be inspected by the employee. The Superintendent shall develop procedures to ensure the security of the files.

Additions to  
Personnel File

The employee's immediate supervisor or the superintendent, reserves the right to document out of the ordinary employee actions either positive or negative by submitting a written summary of the employee actions to the employees personnel file. The employee will be notified by their immediate supervisor or superintendent when such actions are taken.

Public  
Inspection

Personnel records contain material of a personal nature, the disclosure of which would constitute an invasion of privacy and, therefore, those portions of personnel records are not open for public inspection.

# CONFLICT OF INTERESTS

Pecuniary Interest  
Prohibited

No administrator or other employee of the District with decision-making authority over the financial position of the school District shall have any pecuniary interest, either directly or indirectly, in an amount exceeding twenty-five dollars (\$25.00) per year, at the time of or after appointment, in supplying any goods, services, property or merchandise for which school funds are expended. Nor shall any such person receive directly or indirectly any gift, reward, or promise of reward for goods, services, property, or merchandise of any kind for which school funds are expended.

No administrator or other employee shall solicit for personal financial remuneration from students, parents and other staff during the school day or during school events.

Unless prior arrangements are made with the Board, any device, publication or any other item to be copyrighted developed during the employee's paid time shall be District property.

Pecuniary Interest  
Prohibited (cont)

Employees shall not profit monetarily through use of confidential information gained in the course of or by reason of their position of employment with the District.

Exception

This policy shall not prohibit the Board from approving non-contracted personal services for the benefit of the District.

## **OUTSIDE EMPLOYMENT OR ACTIVITIES**

Outside Employment	<p>Classified employees shall not accept outside employment or activities which will prevent them from fulfilling regularly assigned school duties and obligations.</p> <p>Employees shall not perform any duties related to an outside job during their regular work hours.</p>
Exception	<p>While performing service or undergoing training, employees who are members of the National Guard, any reserve component of the U.S. armed forces, or reserve corps of the U.S. Public Health Service shall be entitled to leave of absence from their respective duties.</p>

## **DISRUPTING THE EDUCATIONAL PROCESS**

Any employee who participates in or encourages activities which are disruptive to the educational process may be subject to disciplinary action, including termination of contract.

For purposes of this section, behavior which disrupts the educational process shall include, but not limited to:

1. Conduct which threatens the health, safety, or welfare of others;
2. Conduct which may potentially damage property;
3. Illegal activity; or
4. Conduct which interferes with, or hinders the orderly administration of the school and school-related activities.

## **USE OF TOBACCO, Alternative Products or Vaping Products**

Pursuant to Kentucky State Law and Carter County Board of Education policy, the use of any tobacco product, any alternative nicotine product, or any vapor product is prohibited by anyone on school grounds or in school owned property at any time. (Effective July 1, 2020)

## **USE OF SCHOOL PROPERTY**

All personnel shall be responsible for the school equipment, supplies, books, furniture, and apparatus under their care and use. Any damaged, lost, stolen, or vandalized property shall be reported to the employee's immediate supervisor.

Outside Work	An employee shall not use any District facility, vehicle, equipment or materials in performing outside work.
School Keys	District employees shall not allow the use of school keys by unauthorized persons. Keys may be duplicated only on the specific authorization of the superintendent.
Driving Record	Employees who have occasion to drive any Board-owned vehicle and/or transport students shall provide, upon request, the superintendent with a copy of their driving record from the Kentucky Department of Transportation. Any traffic citation received during the year shall be reported to the superintendent prior to driving a Board-owned vehicle or transporting students.
Use of Vehicles	With prior Board approval, designated employees shall be assigned Board-owned vehicles to use in the performance of job-related duties.

## **SOLICITATIONS**

Solicitors	Unless authorized by the Superintendent or the Superintendent's designee, sales representatives, agents, or other solicitors shall not solicit or contact pupils, teachers, or other employees during the school day.
Employees	No employee shall influence parents or pupils to purchase books and materials other than those approved by the Superintendent for use in the classroom.

# **POLITICAL ACTIVITIES**

No District employee shall promote, organize, or engage in political activities while performing his/her duties or during the work day. Promoting or engaging in political activities shall include, but not be limited to, the following:

1. Encouraging students to adopt or support a particular political position, party, or candidate; or
2. Using school property or materials to advance the support of a particular political position, party, or candidate.

“Political positions” shall not be defined to include communications approved by the Superintendent to be distributed to parents or the community concerning District needs or proposed actions by the Board. Examples of such communications may include, but not be limited to, those addressing designation of attendance zones/areas and District facility and financial needs.



## **STAFF DEVELOPMENT**

The Superintendent shall develop and implement a program for continuing training for selected classified personnel.

Classified employees that provide instructional services to students shall attend twelve hours of professional development each school year. The superintendent will determine which employees will attend the professional development. Professional development will be approved in advance by the school principals.

# **PARAEDUCATOR ASSESSMENTS**

Due to the passage of the Federal No Child Left Behind Act, all paraeducators must have two years of college or pass an assessment that is being developed by the Department of Education. The assessment will include a written test and the completion of a portfolio.

## **PERSONNEL 03.2326**

### **- CLASSIFIED PERSONNEL -**

### **DRESS AND APPEARANCE**

The following dress code will apply to all Carter County School employees on days of employment compensated by the Board. Dress will be left to the discretion of the immediate supervisor for field trips, special events and when school is not in session.

### **APPROPRIATE ATTIRE REQUIRED**

It is the belief of the Carter County Board of Education that in order to provide a learning environment consistent with the purpose of educating children, all employees shall dress in a professionally appropriate manner commensurate with their duties.

No shorts. Capri/gauche pants are allowed.

Sleeveless shirts, tops, dresses may be worn as long as the shoulder is as wide as the length of a credit card. (Spaghetti straps, tank tops, and halter-tops are inappropriate.)

Dress and skirt lengths must come to the top of the knee when standing.

The stomach and lower back must be completely covered at all times even when bending over, reaching, or sitting. Pants or skirts must fit so when you sit or bend over other individuals will not be able to see your underclothes or an exposed area.

No exposed undergarments at anytime.

No low cut tops that allow cleavage to be seen. When bending over, no part of the bra or cleavage should be seen.

Jeans or pants cannot have holes or frayed areas on them. Jeans, if worn, should be a comfortable fit (no tight fitting jeans or low-rise jeans are allowed.)

Name badges/school IDs are to be worn at all times.

Only tee shirts and sweatshirts with school logos are allowed. Principal approval is required for other logos that support school initiatives.

No form-fitting clothing.

No casual sweat suits, pajamas/leisure pants, or jogging suits.

No sheer or see-through clothing.

No visible body piercing other than ears.

No flip-flops.

No visible tattoos above the shirt collar. All other visible tattoos must be no larger than a credit card.

All shirts that are worn with leggings must be long enough to be mid-thigh in front and back.

All costumes or clothing worn for special events must meet all dress code requirements.

Anything deemed inappropriate by the employee's immediate supervisor.

# **PERSONNEL 03.2326**

## **(Continued)**

### **Dress and Appearance**

#### **CONSEQUENCES**

**1<sup>st</sup> Offense** - Sent home to change and incident documented

**2<sup>nd</sup> Offense** - Sent home to change and written warning turned into the Superintendent to be placed in personnel file

**3<sup>rd</sup> Offense** - Sent home to change and written up for insubordination

#### **REFERENCES:**

[KRS 161.170](#), [OAG 79-158](#)

Adopted/Amended: 6/18/2016

Order #: 6g