

Classified Employee Handbook



2018-2019

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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.

***CARTER COUNTY, KENTUCKY
CARTER COUNTY SCHOOL DISTRICT***

BOND OF PROFESSIONALISM

***APPROVED JULY 18, 1994
UPDATED JULY 2, 2018***

***RONNIE DOTSON, Superintendent
Bryan Greenhill, Chair
Bill Bradley, Boardmember
Lisa Ramey-Easterling, Boardmember
Rachel Fankell, Boardmember
Kirk Wilburn, Boardmember***

***CARTER COUNTY SCHOOL BOARD
BOND OF PROFESSIONALISM RESOLUTION***

WHEREAS: The Carter County School Board believes the primary purpose of a public School District is to provide professional instructional service to children;

AND WHEREAS: The Board believes the School District's ability to achieve its primary purpose depends to a large extent upon its image as a professional institution;

AND WHEREAS: The Board believes the School District's image as a professional institution depends to a large extent upon the level of professional behavior exhibited by school employees;

AND WHEREAS: The Board believes any instance of less than professional behavior on the part of any school employee has detrimental effect on the School District's ability to achieve its fundamental purpose;

AND WHEREAS: The Board believes any instance of professional behavior on the part of any school employee has a two-fold advantageous effect:

1. It contributes to the image of an institution seriously committed to a professional purpose, and thereby advances student achievement in general;
2. It is directed toward and focused upon individual students, and thereby contributes directly to the achievement of individual students;

THEREFORE, BE IT RESOLVED: The Carter County School Board identifies the building and maintenance of an image of highest professionalism as a top priority in the school district;

AND FURTHER RESOLVED: The Board's Superintendent of Schools is directed to mobilize school employees in developing methods to enhance the School District's image as a professional institution;

AND FURTHER RESOLVED: The effort to enhance the School District's image should involve members of the community as well as certified and classified employees;

AND FURTHER RESOLVED: Outcomes of this effort should include a written "Bond of Professionalism" to assist employees in recognizing expected standards of professional behavior;

AND FURTHER RESOLVED: The Bond of Professionalism should be presented for School Board action no later than September, 1994;

AND FURTHER RESOLVED: The superintendent should also suggest means of orienting school employees to School District expectations as reflected in the Bond of Professionalism.

AND FURTHER RESOLVED: The superintendent should also suggest means of recognizing and rewarding instances of exceptional professionalism, a means of discouraging unprofessional behavior, and measures to modify behavior that is deemed inappropriate under the Bond of Professionalism.

Professionalism is a standard of work behavior that varies with the purpose of work being done. The behavior of a worker is defined as professional when it contributes to the purpose being addressed, and unprofessional when it impedes the purpose being addressed.

The mission of the Carter County School System is for all students to collaborate, achieve and relate, in order to exemplify readiness for college or a career. The primary purpose of the Carter County School District is to educate all children to lead productive and fulfilled lives. Therefore, employee behavior in the School District that contributes to the District's Mission and to the purpose of educating children is deemed professional; behavior that impedes the education of children is deemed unprofessional; behavior irrelevant to the education of children is, at best, wasteful and, at worst, a distraction to the purpose of the School District.

PURPOSE OF THIS DOCUMENT

This document will enact the requirements of the School Board resolution excerpted above, which resolution directs that a Bond of Professionalism be developed and enforced in the Carter County School District.

Through a previous resolution, adopted by the Carter County Board on March 1, 1993, the Board recognized that the education of children requires a proper learning environment, and that a proper learning environment is dependent upon two perceptions being present in the minds of children. First, children must perceive themselves to be secure against threats to their personal safety while in school. Secondly, children must perceive a serious academic purpose in their schooling.

For students to perceive a serious academic purpose in their schooling, the behavior of school employees must be such that it relates a single-minded commitment to the education of children. The learning environment is affected by the extent to which school employees are able to work together, the extent to which high expectations are communicated to both employees and students, and the extent to which a sense of common purpose exists among employees and students.

In order to provide a learning environment consistent with the purpose of educating children, all employees of the school system must assume the following responsibilities:

1. To maintain an attitude of respect toward all students and fellow employees, and to treat all students and fellow employees consistently and equally.
2. To follow and enforce rules and regulations of the school and school district.
3. To respect the right of all students and all parents to be treated as equal stakeholders in the educational process.
4. To deal with student records and other work-related information with proper confidentiality.
5. To keep students safe from physical harm, verbal abuse, and sexual harassment.
6. To make professional, work-related decisions based solely upon the purpose of educating all children to lead productive and fulfilled lives.
7. To expect and actively pursue respectful treatment toward themselves and their positions from parents, students, and employees.

Therefore, to address the purpose of educating children, the goal of all employees must be to customize their work behavior to fulfill the above responsibilities. The purpose of this document is to assist employees in attaining this goal and recognizing when their behavior falls short of the goal.

PROFESSIONAL ROLES AND RELATIONSHIPS

Following are the roles and relationships within which the behavior of school employees is most likely to serve, fail to serve, or detract from the above responsibilities. Each relationship and role is dealt with separately in later sections of this document.

1. The employee's relationship with students.
2. The employee's relationship with fellow employees, including peers, subordinates, and supervisors.
3. The employee's role in determining, enforcing, and following the rules and regulations that govern school operations.
4. The employee's relationship with family members and relatives who are employed or otherwise have a personal interest in the school system.
5. The employee's role as custodian of information and other resources acquired through his/her position in the School District.

***A BOND OF PROFESSIONALISM BETWEEN
STAFF MEMBERS OF THE
CARTER COUNTY SCHOOL DISTRICT***

THE EMPLOYEE'S RELATIONSHIP WITH STUDENTS:

Employees are adults, whereas students are children. Employees are employed to accomplish the purposes of the School District, whereas children are the purpose of the School District.

With the foregoing as a statement of purpose and principle, the following guidelines are established relating to an employee's proper relationship with students.

1. The primary job of teachers is to instruct and supervise students. The primary job of other employees is to provide services that allow children to take full advantage of instructional opportunities. All employees, through proper attention to their job assignments, will inevitably become acquainted with students and knowledgeable of the personal lives of students. There will be occasions when employees suspect or know with certainty that personal problems are negatively affecting the capacity of certain students to make full use of services provided by the school district. These occasions must be dealt with, but only in a professional manner and only with the greatest caution. In no case should a teacher or other employee attempt to thrust him/herself into the personal life of a student. When employees are approached by students for assistance with personal problems, or when an employee simply suspects that such problems exist, the first instinct should always be to refer such students to an employee specifically employed to deal with such problems.

2. Employees should avoid relating to students in ways that serve the personal or professional needs of employees rather than the needs of students. Students should not be exposed to or involved in issues of disagreement between employees, whether the disagreement is between individuals or between levels of authority in the school district. Asking students to support one side or another in an issue of disagreement, whether this is done explicitly or simply through discussing or otherwise raising the issue in the presence of students, is disruptive to the learning environment, is evidence that other concerns have preempted employees' concern for the education of children, is indicative of a coercive rather than a reasonable approach to the settlement of disagreements, is a misuse of staff time being funded by the school district for specific purposes, and is therefore grossly unprofessional. Students should see employees devoting themselves, their time, and their creative energy only to serving the best interests of children.

3. Employees must maintain a proper professional demeanor in their relationships with students. When employees shed their professional demeanor and place themselves on a common plane with students, they are likely to be drawn into competitive or confrontational situations with students, resulting in outcomes that do not enhance education. Other possible results of a failure to maintain a professional demeanor include the danger of courtship behavior entering the relationship between employees and students, employees not recognizing the impropriety of enlisting students in pursuit of their own personal or professional needs, and employees discriminating against less favored students and having difficulty in disciplining more favored students.
4. Employees must refrain from discussing a student in the presence of other students, or even in the presence of other employees when the discussion does not concern a particular educational or instructional need. Employees must neither condone nor engage in critical or negative discussions of their fellow employees in the presence of students, nor should such discussions of a fellow employee, a student, or a former student be engaged in with the general public. Violating these standards encourages inappropriate behavior from students, since the result is often a loss of trust in and respect for employees on the part of students.
5. Employees must refrain from careless, needless, unthinking remarks directed toward a student or group of students. Examples include remarks that fail to recognize gender equity and remarks that disparage a student's non-traditional point of view on a particular subject. "Teasing" remarks for the purpose of establishing a relaxed relationship or atmosphere must also be avoided, for the destructive potential of such remarks far outweighs whatever benefit an employee might intend. In essence, children have enough problems with their peers without coming to school and being faced with embarrassing or humiliating comments from school employees.
6. Employees must put the students' success as the top priority. Recognizing that students learn through a variety of methods and possess various learning styles, teachers must present material to ensure successful mastery by all students. Teachers must continually strive to improve instructional effectiveness.
7. Supervision of students is necessarily a continuous responsibility of all employees. When supervising students, whether as a specifically assigned duty or simply the ongoing responsibility applicable to all employees, close attention should be paid at all times so as to quickly defuse disruptive behavior before it affects a larger number of students. KRS 161.180 states that "each teacher and administrator in the public schools shall in accordance with the rules, regulations, and bylaws of the board of education made and adopted pursuant to KRS 160.290 for the conduct of pupils, hold pupils to a strict account for their conduct on school premises, on the way to and from school, and on school sponsored trips."
8. Sexual conduct of any kind, including verbal or physical, is prohibited between employees and students. KRS 161.120, Subsection 1A, states that the certificate of a certified employee who has sexual contact with a student will be revoked; sexual contact is defined in KRS 510.010, Subsection 7. Staff members must not discuss sexual matters with students except in the course of personal guidance services provided by a trained counselor or through curricular content specifically intended to address such matters. Sexually suggestive or provocative comments must not occur between employees and students. Comments that have sexual implications regarding a student's personal appearance or dress must not occur. Comments from an employee regarding a sexual relationship between two students must not occur. Employees, except trained guidance counselors, should avoid being placed in one-on-one situations with students of the opposite sex where the student has broached an intimate or private personal matter. Any one of the above precautions, if ignored, could result in charges of sexual harassment against an employee.

9. While no attempt is made here to define a legal standard for conduct of an employee while not on the job, an employee's professional instinct should result in out-of-school relationships that approximate in-school relationships between employees and students. Common sense dictates that students should not be expected to apply differing standards to their relationships with employees from one day to the next or one hour to the next. Employees should refrain from forming personal friendships with students. Recognizing the inherent impressionability of students, employees should always behave in a manner that will earn respect of the students. Adults should not attempt to be on the same level as the students; rather, they should think to be a positive role model.
10. Employees should exercise great care in the use of social media. The School District respects the rights of employees to use social media and networking sites, but it is important that employees' personal use of these sites not damage the reputation of the Carter County School District, its employees, its students or their families. Social media and networking sites must not be accessed through the Carter County District network, with exceptions made for maintaining school or teacher created online communities designed to enhance classroom instruction and student learning. Employees should have an understanding that what is private in the digital world is easily searchable, shareable, and often has the possibility of becoming public, even without their knowledge or consent. The district strongly encourages all employees to carefully review the privacy settings on any social media and networking sites they use and exercise care and good judgment when posting content and information on such sites. Employee personal use of social media sites is limited to duty free breaks and lunch. In all situations employees should be very guarded with the use of social media especially as it may relate to their students. The posting of content by a district employee should never directly or indirectly identify district employees, students and their families, or specific situations regarding the workplace.

THE EMPLOYEE'S RELATIONSHIP WITH FELLOW EMPLOYEES, INCLUDING PEERS, SUBORDINATES, AND SUPERVISORS:

In terms of the professional demeanor expected of school employees, the relationship between employees with no supervisor-subordinate linkage should be the same in almost every respect as the relationship between an employee and his/her supervisor or his/her subordinate. Special allegiance and courtesy is owed in all cases from one employee to another and in both directions on the continuum of school district authority. Employees must realize that a criticism leveled toward any one of us is a criticism shared to some degree by all of us, for we all share in the professional image of our School District.

Rule Number One: There must be agreement between all employees that no criticism will be leveled against a fellow employee unless the criticism is first expressed directly to the employee him/herself. For example, a principal will not voice a criticism against a teacher unless the criticism is first expressed *to* the teacher, and a teacher will show the same consideration for his/her principal. This two-way courtesy is equally important in either direction. All employees, whether in a supervisory, coequal, or subordinate role, deserve an opportunity to deny, explain, or offer apologies for their behavior before a criticism goes beyond the relationship.

Rule Number Two: Any criticism that goes beyond the relationship between two employees must be made only to serve the School District's purpose. This rule has meaning both in judging whether a criticism is professionally valid and in determining to whom the criticism should be expressed.

Validity: Any criticism voiced outside the relationship between two employees shall be made only with the expectation that educational services to children will be improved or safe-guarded if the behavior being criticized is changed. Criticisms carried outside the relationship for any other reason are either destructive or irrelevant to the purpose of the school system.

To Whom: If criticisms voiced outside the relationship between two employees are made only for the purpose of improving or safe-guarding services to children, it follows that such criticisms should be voiced to the person most likely to bring about a change, almost always the immediate supervisor of the employee being criticized. In rare cases, the criticism might legitimately be carried directly to the Superintendent of Schools. There is no professional reason to voice the criticism to any other person.

Although the School District neither expects nor wishes to influence the relationships between employees outside of work hours, it must be understood that all contacts between employees in the work setting must be on a professional level. School is not the place for personal interactions to occur between employees, whether those interactions are friendly or unfriendly. Employees should meticulously avoid the appearance of impropriety in their work behavior and work relationships.

THE EMPLOYEE'S ROLE IN DETERMINING, ENFORCING, AND FOLLOWING THE RULES AND REGULATIONS THAT GOVERN SCHOOL AND SCHOOL DISTRICT OPERATIONS:

As part of each employee's employment agreement with the School District (the employee's agreement to provide services and the School District's agreement to pay for such services) there exists a clear if unspoken consent to provide services in a manner prescribed by the School District. The manner prescribed by the School District is contained in the rules and regulations that govern School District operations. In other words, when an employee agrees to be employed by the School District, the employee is saying that he/she agrees to follow the rules and regulations of the School District.

All employees have opportunities to have a voice in determining rules and regulations. These opportunities occur frequently during the development stage of rules and regulations, since all schools are increasingly involved in participatory-management practices. In addition, all employees are encouraged to meet with their immediate supervisors at any time to voice opinions regarding the necessity, effectiveness, and enforcement or compliance difficulties of any rule or regulation.

Once adopted, rules and regulations governing school operations become part and parcel of an employee's work assignment. Indeed, rules and regulations are an important component of this Bond of Professionalism, for they define to a large extent the behavior expected of all employees. This is true not only of rules and regulations that apply to employees but rules and regulations that apply to students, for one behavior expected of all employees is to enforce the rules and regulations applying to students. Rules and regulations, taken totally, are an expression of the aspirations and expectations of the School District.

Therefore, as a part of each employee's professional obligation and responsibility, it is expected that all existing rules and regulations of the school and School District will be followed and enforced. To do otherwise is unprofessional behavior. It is permitted and encouraged that employees voice their opinions regarding existing rules and regulations, and that they pursue changes in rules and regulations with which they disagree, and that they feel a professional responsibility to assist in the development of rules and regulations, but deliberate attempts to circumvent or ignore existing rules and regulations constitute unprofessional behavior.

THE EMPLOYEE'S RELATIONSHIP WITH FAMILY MEMBERS AND RELATIVES WHO ARE EMPLOYED OR OTHERWISE HAVE A PERSONAL INTEREST IN THE SCHOOL SYSTEM:

The general rule applying to an employee's behavior toward his/her relatives in the School District is for deliberate neglect. In other words, not only must an employee be cautious of exerting undue influence where relatives are concerned, he/she should exert *no influence at all* where relatives are concerned.

It is only thus, through deliberate neglect, that persons with no relatives employed in the School District will be assured fair and equal treatment in the School District.

The rule for deliberate neglect shall apply even if circumstances are such that an employee would normally, in a professional manner, exert influence on behalf of a fellow employee, a parent, or non-parent constituent of the School District. In the case of relatives, no influence may be exerted *regardless* of circumstances. If the cause of an employee, parent, or non-parent constituent is just, it must be assumed that there will be no shortage of non-relative employees to support the cause. If such is not the case, if staff, parents, and other constituents of the School District must depend only upon family members to champion a just cause, then persons with no relatives in the School District will be hopelessly disadvantaged in receiving equal treatment.

This rule applies to all relatives' family members except students who are children of employees. However, employees must scrupulously avoid using their positions to gain preferential treatment for their student-children in the school system. It is not suggested that employees should fail to exert the right of all parents to be interested and involved in the education of their children, but that preferential treatment must neither be requested nor given as a result of a parent's employment in the School District. Indeed, *all* employees must be cautious in this regard. Opportunities to favor student-children of fellow employees, relatives, or close friends will inevitably arise, and the temptation to do so must be vigorously resisted. A employee should always refuse to intervene or negotiate on behalf of any student whose parents are relatives or close friends.

THE EMPLOYEE'S ROLE AS CUSTODIAN OF INFORMATION AND OTHER SCHOOL RESOURCES ACQUIRED THROUGH THE EMPLOYEE'S POSITION IN THE SCHOOL SYSTEM:

Employees of the Carter County School District have many occasions to acquire information concerning students and fellow employees. Almost all such information must be held in strict confidence. Whether the employee feels such information is true or false, use of such information with intent to gossip or for malicious purposes is highly unprofessional behavior. Kentucky statutes clearly state that student and employee records are protected by the federal Family Educational Rights and Privacy Act. In the case of students, these records include: results of any academic tests or examinations, psychological examinations or measures of aptitude, or any other information which may be used to personally characterize an individual. In the case of employees, disclosure of any information regarding marital status, medical histories, health conditions, reputation, performance evaluations, and family problems constitutes an unwarranted invasion of personal privacy.

Formal student and employee records have clearly defined codes dealing with who may view such records and when and where this may be legally done. A system of checks and balances regarding viewing and disclosure of student records must be in place at each building level, and each employee should be well-versed in these procedures. The system must ensure confidentiality when transferring documents within the school or within the School District.

As with formal school records, informal information concerning specific students or employees should not be shared except for clearly professional purposes. Employees must be careful not to divulge any information that could be harmful to an individual in any way. Gossip about the personal lives of students or other employees has no place in the school system, is destructive to the school system's purpose of educating children, and is therefore deemed unprofessional.

Information concerning illegal acts, suspected abuse or harassment, potential suicide or harm to others, must be reported to the proper authorities. If questions arise regarding whether such information should be reported, employees should speak with their immediate supervisor or with the Superintendent of Schools. In some cases the Superintendent of Schools may request legal assistance in determining the employee's obligation to report or not to report sensitive information.

Use of school material, equipment, or other school resources for any purpose not directly related to school programs is prohibited. Use of resources from one school to enhance programs at other schools should be done only with the specific approval of the principals at both schools.

METHODS OF DISTRIBUTING, DISCUSSING, AND REFINING THE CONCEPTS AND IDEAS CONTAINED IN THE BOND OF PROFESSIONALISM:

It is expected that the Bond of Professionalism will be an evolving document. The first attempt to define School District expectations regarding staff behavior was made in the Spring of 1994, by a task force comprised of teachers, classified employees, administrators, parents, and School Board members.

As time passes, the Bond of Professionalism must remain a much-referenced document on the front burner of School District attention. It must be enforced. It must be continuously refined as experiences with successful and unsuccessful implementation occur. It must be reviewed and improved annually by employees and School Board in light of accumulated implementation experiences. If these things are done, ever-greater benefits will accrue to the school system's children.

The 1994 Task Force felt that the initial Bond of Professionalism is a noteworthy expression of commitment on the part of the Carter County School District, but that the expression can be improved if commitment to professionalism is high and to bring about constant improvement in the Bond of Professionalism.

In May of each year a Bond of Professionalism Task Force will be appointed by the Superintendent of Schools. The Task Force will review statistics and documentation from the past year's implementation and prepare an implementation report to the School Board as well as recommendations for Bond of Professionalism improvements. The Task Force will remain on call after their review to advise the Superintendent of Schools regarding implementation questions during the following school year, until the next Task Force is appointed in May of that year.

2018-2019 Bond of Professionalism Task Force members include: Bryan Greenhill (school board), Jason McGlone (principal), Merry Berry (teacher), Grant Harper (classified). The Superintendent of Schools chairs the Task Force. The Director of Personnel is a resource person in attendance at all Task Force meetings. The 2018-2019 Task Force will remain available to serve the Superintendent of Schools until June of 2019.

In the fall of 1996, one day of staff development was devoted to concepts, issues, and questions related to the Bond of Professionalism and discussions regarding professional behavior in general. Additional staff development time will be provided in subsequent years as the need is perceived.

The Bond of Professionalism shall be included in its entirety in personnel benefit packages published and distributed yearly in the School District.

School principals shall use at least one faculty meeting in the fall of each school year to distribute, discuss, and answer questions regarding the Bond of Professionalism. Particular sections of the Bond of Professionalism will be discussed at faculty meetings during the year as the need is perceived. Similar or joint meetings will be convened at each building for classified employees employed at that building. Similar meetings will be held each year at the district-wide level for transportation employees, maintenance employees, and central office employees.

The School District personnel office will be responsible to document that all required meetings are held each year.

ENFORCEMENT OF THE BOND OF PROFESSIONALISM:

It is assumed that virtually all employees of the School District feel committed to educating children, and therefore are motivated to behave in a manner that best suits that purpose. It is also assumed, however, that employees might at times be ignorant of, or confused by, subtleties contained in the Bond of Professionalism. Based upon these assumptions, it is likely that most violations of the Bond of Professionalism will be of a minor and unintentional nature and dealt with through private, oral reminders and precautionary comments by supervisors of employees.

It is important that supervisors do not ignore their duty in regard to minor violations, since even minor breaches of professionalism represent opportunities to improve. It is expected that small corrections accumulated and sustained through years of implementation will substantially improve the learning environment in our school system.

Therefore, the School District personnel office will provide a system to document minor violations of the Bond of Professionalism. The system of documentation will not include names of employees, but will include a description of the relevant event, a note interpreting the relevant section of the Bond of Professionalism, and a summarization of the supervisor's advice to an employee. Primary usefulness of this documentation will be to guide the yearly task-force review of the Bond of Professionalism and to determine whether or not violations are being consistently dealt with throughout the School District.

Major violations of the Bond of Professionalism are those which have a direct and significant effect upon the learning environment, upon individual students, or upon the professional image of the School District. Examples of major violations would include, but not be limited to, sexual conduct of any kind between an employee and student, an angry exchange between employees in the presence of students, malicious gossip (whether true or false) carried by an employee in regard to a student or fellow employee, deliberate and/or persistent and/or extreme remarks of a demeaning nature from an employee toward a student or students, repeated minor violations by an employee in spite of repeated reminders from the employee's supervisor, and significant and/or deliberate and/or malicious breaches of confidentiality.

The immediate supervisor of an employee will investigate alleged major violations of the Bond of Professionalism. *All* allegations must be investigated and reported to the School district personnel office in writing. Only allegations that are thought by the immediate supervisor to be true will include the name of the involved employees, in which case the written report will be placed in the employee's personnel file and the Superintendent of Schools will determine whether enforcement proceedings are in order. If it is found that enforcement proceedings are in order, necessary hearings will be convened by the Superintendent of Schools.

When supervisors are the source of possible breaches of the Bond of Professionalism, reporting should be handled in the following manner: If the supervisor in question is a principal, the report will be made orally to the director of personnel and if the supervisor in question is a districtwide supervisor or a central office administrator, the report should be made orally to the superintendent of schools. In the case of a minor violation, either the director of personnel or the superintendent will discuss the report and issue advice if necessary to the supervisor without revealing the name of the employee making the report. In the case of a major violation of the Bond of Professionalism by a supervisor, the director of personnel or the superintendent will conduct an investigation and prepare a written report and the superintendent will determine whether enforcement proceedings are in order. If found that enforcement proceedings are in order, necessary hearings will be convened by the Superintendent of Schools.

Disciplinary measures available, singly or in combination as prescribed and/or permitted by statute, to enforce the Bond of Professionalism would include but not be limited to:

1. A requirement that the employee apologize, orally or in writing, privately or in the presence of the Superintendent of Schools, to a student, a parent, or a fellow employee.
2. A private reprimand from the Superintendent of Schools to the employee. Private reprimands from the Superintendent of Schools are in writing and placed in the employee's permanent School District employment file.
3. A public reprimand from the Superintendent of Schools to the employee. Public reprimands from the Superintendent of Schools are in writing and presented to the School Board in open session.
4. A suspension of the employee with pay.
5. A suspension of the employee without pay.
6. Non-renewal of the employee's contract
7. Termination of the employee's contract.

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">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.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.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.
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 15th and ending June 30th.

Employees will be paid twice a month on the 15th and 30th 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>CARTER COUNTY SCHOOLS SCHOOL CALENDAR 2018-2019</p>

August 6	Professional Development - Required
August 7	Teacher Planning Day
August 8	Opening Day for Teachers
August 9	First Day of Classes for Students
September 3	No School – Labor Day (Holiday Observed)
October 4	No School –Fall Break
October 5	No School –Fall Break
November 5	No School -Professional Development (Required)
November 6	No School – Election Day
November 19	No School –Professional Development (Flexible)
November 20-23	No School –Thanksgiving Break (Holiday Observed 11/22)
Dec. 20- Jan. 1	No School – Christmas Break/ New Year’s Day (Holiday: 12/25 and 01/01)
January 21	No School – Martin Luther King, Jr. Day
February 18	No School – Professional Development (Required) (President’s Day)
April 1-5	No School – Spring Break (Alternative make-up days)
May 16	Last Day of Classes for Students
May 17	Teacher Planning Day
May 20	Closing Day

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

May 21, 22, 23, 24, 27, 28, 29, 30, 31

June 3, 4, 5, 6, 7, 10, 11, 12, 13, 14, 17, 18, 19, 20, 21, 24, 25, 26, 27

Approved on 02/15/18

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	<p>All classified personnel shall enter into annual written contracts with the District.</p>
Emergency Hiring	<p>During emergency situations, job openings may be filled without listing in the job register.</p>
Intent	<p>Under procedures developed by the Superintendent, employees may be requested to indicate their availability for employment for the next school year.</p>

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 or 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 (CDL)	<p>All employees subject to commercial driver’s license requirements shall be prohibited from:</p> <ol style="list-style-type: none">1. The use of drugs, unless a written prescription from a licensed doctor or osteopath is provided;2. The use of alcohol;<ol style="list-style-type: none">a. While on duty;b. Four (4) hours before driving;c. Eight (8) hours following an accident; ord. Consumption resulting in prohibited levels of alcohol in the system.
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 that 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 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 Church Mutual.

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.

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Claims information and processing

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

Additional information

Questions concerning unemployment insurance should be referred to the Personnel Office at 474-6696.

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:

$$\text{Years of Service} \times 2.2\% \times \text{Average five high years of salary}$$

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 Retirement Systems
Perimeter Park West
1260 Louisville Road
Frankfort, Kentucky 40601**

Telephone: 800-928-4646

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.

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

Cost: Paid in full by Carter County Board of Education

Policies: Comprehensive General Liability Policy and Errors or Omissions Policy

Purpose: 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: Pam Hutton
Morehead, Kentucky 40351
1-800-450-3506, ext. 6916

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: Donna Smith
479 Versailles Road
Frankfort, Kentucky 40601
1-502-564-3266

SUPPLEMENTAL GROUP TERM LIFE INSURANCE

Highlights

Cost:	Paid in full by employees who elect this coverage
Coverage:	Voluntary group term life insurance to supplement your basic coverage
Carrier:	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
Morehead, Kentucky 40351
1-800-450-3506, ext. 6916

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

Contact Person: Sharon Comer
401 Capitol Avenue
Frankfort, Kentucky 40601
1-800-755-2889

Liberty National
101 Carriage Way Suite 120
Hurricane, WV 25526

Contact Person: Jason Ellis
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 1-800-450-3506

- 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* Contact Person: Sharon Comer
401 Capitol Avenue 401 Capitol Avenue
Frankfort, Kentucky 40601 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

<p>Cost: Paid in full by employees who elect the coverage</p> <p>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.</p>

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	Contact Person: Cass Blair
2525 Harrodsburg Road	
Suite 210	
Lexington, Kentucky 40504	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">• 204 days or less - 10 sick leave days per year• 205-224 days - 11 sick leave days per year• 225 or more - 12 sick leave days per year <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 30th 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.

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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	<p>Family and medical leave may be taken intermittently or on a reduced hours basis.</p>
Continuation of Benefits	<p>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.</p>
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	<p>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.</p>

MATERNITY LEAVE

Childbirth	<p>Childbirth and recovery therefrom shall be considered temporary disabilities and will entitle the employee to sick leave benefits.</p> <p>Extended disability due to pregnancy, childbirth, or recovery therefrom may be considered as "extended disability."</p>
Child Rearing	<p>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.</p>
Notification of Return	<p>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.</p>
Adopted Child	<p>An employee may use up to thirty (30) days of sick leave following the adoption of a child or children.</p>
Placement Upon Return	<p>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.</p>

ADOPTION OF CHILD LEAVE

Length of Leave	<p>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.</p>
Notification of Return	<p>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.</p>
Placement Upon Return	<p>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.</p>

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

This procedure is intended to establish a means of resolving employee complaints concerning alleged improper or inequitable application of:

- A. Written policies adopted by the Carter County School Board.
- B. State or federally mandated policies and statutes applicable to the Carter County School District.
- C. Carter County School District administrative procedures that have been written and commonly used but have not been formally adopted as School Board Policy.
- D. Unwritten but commonly used Carter County School District administrative procedures.

Reporting Complaints

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.

Policy Hearing Committee

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.

Policy Hearing
personnel
Committee (cont)

The permanent member shall be the school district 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 data-bbox="565 1176 1433 1327">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 data-bbox="565 1369 1433 1444">2. Unwanted touching, sexual advances, requests for sexual favors and spreading sexual rumors; <li data-bbox="565 1486 1433 1629">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 data-bbox="565 1671 1433 1747">4. Implied or overt threats of physical violence or acts of aggression or assault based on any of the protected categories; <li data-bbox="565 1789 1433 1890">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

6. Destroying or damaging an individual's property based on any of the protected categories.

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Who To Contact

The employee should contact their immediate supervisor to report a complaint.

If the immediate supervisor is an alleged party in the complaint, the complaint shall be directed to the superintendent.

Conference

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.

Appeal to Superintendent

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.

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.

Appeal to Board

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.

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.

Corrections

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.

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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** No qualified person with a disability, as defined by law, shall, on the basis of the disability, be subject to discrimination in employment.
- 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.
- Reasonable Accommodation** 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.
- Reasonable accommodation shall be provided as required by law.

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 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.

“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.

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.

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 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.

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.

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.

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PERSONNEL

03.23251

-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.

PERSONNEL

03.23251
(continued)**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	Classified employees shall not accept outside employment or activities which will prevent them from fulfilling regularly assigned school duties and obligations.
	Employees shall not perform any duties related to an outside job during their regular work hours.
Exception	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.

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

Smoking is prohibited in any building owned or operated by the Carter County Board of Education.

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

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/gaucha 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.

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PERSONNEL 03.2326 (Continued)

Dress and Appearance

CONSEQUENCES

1st Offense - Sent home to change and incident documented

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

3rd Offense - Sent home to change and written up for insubordination

REFERENCES:

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

Adopted/Amended: 6/18/2016

Order #: 6g

