

# Certified Employee Handbook



**2021-2022**

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# PURPOSE AND LIMITS OF THIS MANUAL

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

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

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

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

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

# ABOUT YOUR CONTRACT

# **EDUCATION PROFESSIONAL STANDARDS BOARD**

Please direct questions to:

## **EDUCATION PROFESSIONAL STANDARDS**

**Kentucky Department of Education**

**Division of Educator Licensure and Quality**

**300 Sower Blvd., 5<sup>th</sup> Floor**

**Frankfort, KY 40601**

**Telephone: (502) 564-4606**

**Toll Free: (888) 598-7667**

**[www.epsb.ky.gov](http://www.epsb.ky.gov)**

# **PROFESSIONAL CODE OF ETHICS FOR KENTUCKY SCHOOL PERSONNEL**

# CODE OF ETHICS

## 704 KAR 20:680

### Section 1. Certified personnel in the Commonwealth:

- (1) Shall strive toward excellence, recognize the importance of the pursuit of truth, nurture democratic citizenship, and safeguard the freedom to learn and to teach;
- (2) Shall believe in the worth and dignity of each human being and in educational opportunities for all;
- (3) Shall strive to uphold the responsibilities of the education profession, including the following obligations to students, to parents, and to the education profession:

| <b>TO STUDENTS</b>  | <b>TO PARENTS</b>   | <b>TO EDUCATION PROFESSION</b>  |
|---|---|---|
| <p>*Shall provide students with professional education services in a non-discriminatory manner and in consonance with accepted best practice known to the educator</p> <p>*Shall respect the constitutional rights of all students</p> <p>*Shall take reasonable measures to protect the health, safety, and emotional well-being of students.</p> <p>*Shall not use professional relationships or authority with students for personal advantage.</p> <p>*Shall keep in confidence information about students which has been obtained in the course of professional service, unless disclosure serves professional purpose or is required by law.</p> <p>*Shall not knowingly make false or malicious statements about students or colleagues.</p> <p>*Shall refrain from subjecting students to embarrassment or disparagement.</p> <p>*Shall not engage in any sexually related behavior with a student with or without consent, but shall maintain a professional approach with students. Sexually related behavior shall include such behaviors as sexual jokes; sexual remarks; sexual kidding or teasing; sexual innuendo; pressure for dates or sexual favors; inappropriate physical touching, kissing, or grabbing; rape; threats of physical harm; and sexual assault.</p> | <p>*Shall make reasonable effort to communicate to parents information which should be revealed in the interest of the student.</p> <p>*Shall endeavor to understand community cultures and diverse home environments of students.</p> <p>*Shall not knowingly distort or misrepresent facts concerning educational issues.</p> <p>*Shall distinguish between personal views and the views of the employing educational agency.</p> <p>*Shall not interfere in the exercise of political and citizenship rights and responsibilities of others.</p> <p>*Shall not use institutional privileges for private gain, for the promotion of political candidates, or for partisan political activities.</p> <p>*Shall not accept gratuities, gifts or favors that might impair or appear to impair professional judgment, and shall not offer any of these to obtain special advantage.</p> | <p>*Shall exemplify behaviors which maintain the dignity and integrity of the profession.</p> <p>*Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.</p> <p>*Shall keep in confidence information acquired about colleagues in the course of employment, unless disclosure serves professional purposes or is required by law.</p> <p>*Shall not use coercive means or give special treatment in order to influence professional decisions.</p> <p>*Shall apply for, accept, offer, or assign a position or responsibility only on the basis of professional preparation and legal qualifications; and</p> <p>*Shall not knowingly falsify or misrepresent records of facts relating to the educator's own qualifications or those of other professionals.</p> |

# CONTRACT

|                       |   |
|-----------------------|---|
| Contracts             | All certified employees (Superintendent excepted) shall receive either a limited or continuing contract.  |
| Limited Contract      | A limited contract for the employment of a teacher is for a term of one (1) year only or for that portion of the school year that remains at the time of employment. If a limited contract is not to be renewed for the following year, the employee will be notified in writing no later than May 15 of the current school year.   |
| Continuing Contract   | A continuing service contract shall remain in force and effect until the teacher resigns or retires, or until it is terminated or suspended as provided in KRS 161.730 and/or KRS 161.800. Currently employed teachers are eligible for continuing service status when re-employed by the Superintendent after teaching four (4) consecutive years in Carter County or after teaching four (4) years which fall within a period not to exceed six (6) years in Carter County.   |
| Transfer of Tenure    | Newly employed teachers who have attained continuing contract status from another Kentucky district will be required to serve a one (1) year probation period before being considered for continuing status in Carter County unless special arrangements are made to the contrary in advance of hiring by the superintendent.   |
| Teacher Certification | <p>It is the responsibility of the employee to see that current certification, rank changes, and endorsements are on file in the central office at all times. Written notification of changes in rank or endorsements must be on file by August 15 for the Sept. 15<sup>th</sup> pay period or February 15 for the March 15<sup>th</sup> pay period.</p> <p>You should be aware of the expiration date on your teacher's certificate. If you are not sure what you must do to renew your certificate, please contact the personnel office immediately. If you do not have a valid teaching certificate, your contract will be voided.</p> |



Certificate Revocation            The Education Professional Standards Board is authorized and responsible for establishing standards and requirements for obtaining and maintaining a teaching certificate and for issuing, renewing, suspending, and revoking teaching certificates. KRS 161.120 states the grounds for revocations.

1. immorality
2. misconduct in office
3. incompetency
4. violation of the school laws of the state or administrative regulations adopted by the State Board for Elementary and Secondary Education
5. willful neglect of duty
6. determination that a certificate applicant presented or declared false information toward obtaining the issuance of any type teacher certification

Administrative regulation, 704 KAR 20:585 states grounds for automatic revocation hearings in certain cases and KRS 161.120 provides a strict mandatory reporting requirement by superintendents.

The superintendent of each local school district shall report in writing to the Education Professional Standards Board the name, Social Security number, position name, and position code of any certified school employee in his district whose contract is:

1. terminated or not renewed, for cause:
2. who resigns from, or otherwise leaves, a position under threat of contract termination, or nonrenewal, for cause:
3. who is convicted in a criminal prosecution; or
4. who is otherwise known to have engaged in such actions or conduct as might reasonably be expected to warrant consideration for certificate revocation.

The statute further provides that the duty to report exists without regard to any disciplinary action or lack thereof by the superintendent. Lastly, the report is due within thirty (30) days of the event giving rise to the duty to report.

# PAY

|   |  |
|---|--|
| Single-Salary Schedule                      | All salaries for certified personnel shall be based on a single-salary schedule providing 187 days of employment as required by law.   |
| Basic Contract                              | The basic certified 187 day contract includes:<br><br>177 Teaching Days (175 Days with Students/2 Planning Days)<br>4 Holidays<br>4 Inservice Days<br>1 Opening Day<br>1 Closing Day   |
| Determination of Rank and Experience        | The rank and experience of certified personnel shall be determined on August 15 and adjusted on September 15. Documentation must be submitted by February 1 for mid-year rank changes. For salary purposes, a certified employee must have worked a minimum of 140 days within a school year (July 1 - June 30) to receive credit for a year's experience.   |
| Transfer of Experience from other Districts | Carter County will recognize the transfer of teaching experience from other school districts in the United States under the following conditions. Experience means employment as a teacher other than as a substitute for a minimum of one hundred and forty (140) days during a school year in a public or nonpublic elementary or secondary school or college or university that is approved by the public accrediting authority in the state in which the teaching duties were performed. |
| Extended Employment                         | Compensation for employment contracted beyond 187 days shall be prorated on the base pay for 187 days.   |
| Extra Services and Supervision              | The Board shall annually establish a schedule of compensation for extra services and supervision. Extra service and supervision pay will be calculated on an annual basis and included equally in the employee's twelve monthly checks.  |
| NBPTS Certification                         | Teachers who attain certification from the National Board for Professional Teaching Standards shall be given any annual salary supplement of \$2,000.00. Upon receiving prior approval   |

NBPTS Certification (cont.) from the superintendent teachers may receive up to \$500 for reimbursement for training required to receive National Certification.

Pay Periods Certified employees with less than twelve month contracts will be paid one-twelfth of their annual salary each month beginning on September 15<sup>th</sup> and ending August 31<sup>st</sup>.

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

Mandatory Salary Deductions Mandatory payroll deductions made by the Board include:  
State and Federal income taxes; Teachers' Retirement  
Any deductions required as a result of the judicial process, e.g., salary attachments, etc.; and Medicare (FICA) – applicable to personnel newly hired after 3/31/86.

Direct Deposit Direct deposit is mandatory for all employees. You may obtain an application form from your school's secretary or the finance department for any changes in 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 Manager 474-6696 ext. 20206

## 2021-2022 School Calendar

|                                    |   |
|------------------------------------|---|
| <b>August 2</b>                    | <b>Teacher Planning - Required</b>  |
| <b>August 3</b>                    | <b>Teacher Professional Development Day (Required)</b>  |
| <b>August 4</b>                    | <b>Opening Day for Teachers</b>   |
| <b>August 5</b>                    | <b>First Day of Classes for Students</b>  |
| <b>September 6</b>                 | <b>No School – Labor Day (Holiday Observed)</b>   |
| <b>September 27-<br/>October 1</b> | <b>No School –Fall Break</b>  |
| <b>November 1</b>                  | <b>No School Professional Development (Required)</b>  |
| <b>November 2</b>                  | <b>No School –Election Day</b>  |
| <b>November 24</b>                 | <b>No School – Thanksgiving (Holiday Observed 11/25)</b>  |
| <b>Dec. 20</b>                     | <b>No School –Teacher Professional Development-Flexible</b>   |
| <b>Dec. 21- 31</b>                 | <b>No School – Christmas (Holiday Observed 12/25)<br/>– New Year’s Day (Holiday Observed 12/31)</b> |
| <b>January 17</b>                  | <b>No School – Omit from Calendar (Martin Luther King, Jr. Day)</b>                                 |
| <b>February 21</b>                 | <b>No School – Professional Development-Required (President’s Day)</b>                              |
| <b>March 28-April 1</b>            | <b>No School – Spring Break (Alternative make-up days)</b>  |
| <b>May 16</b>                      | <b>Last Day of Classes for Students</b>   |
| <b>May 17</b>                      | <b>Teacher Planning Day</b>   |
| <b>May 18</b>                      | <b>Closing Day for Teachers</b>   |

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

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

**Approved 02/17/20**

# **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

**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 Payroll Department by calling 474-5609. The Payroll 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

|                  |   |
|------------------|---|
| <b>Cost:</b>     | Paid in full by the State                       |
| <b>Carrier:</b>  | Nationwide Insurance Company                    |
| <b>Coverage:</b> | Basic \$20,000<br>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 twenty (20) or more 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, your beneficiary will automatically be the first of your survivors on the following list if you have not filled out a beneficiary form.

- 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" card 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 Payroll Department by calling 474-5609. The Payroll Department must also be notified if you have a name change.

## Claims information and processing

At your death, your beneficiary must fill out a claim form and 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.

# DEATH BENEFIT

(provided by Teacher Retirement)

## Highlights

|                  |  |
|------------------|--|
| <b>Cost:</b>     | Paid by Teacher Retirement                                       |
| <b>Carrier:</b>  | Teacher Retirement   |
| <b>Coverage:</b> | \$2,000 Active member<br>\$5,000 Service and disability retirees |

## Eligibility and effective date of coverage

The death benefit coverage under this program -- which is paid in full by the Kentucky Teachers' Retirement System -- is provided to all members of the Teachers' Retirement System.

Your \$2,000.00 coverage will become effective the first day you begin working in a KTRS covered position, with coverage continuing as long as you remain in active contributing status. Service and disability retirees are covered by a \$5,000.00 death benefit.

## Enrollment and beneficiary designations

No enrollment forms are required for this coverage. However, you must complete a "Designation of Beneficiary for KTRS Death Benefit" form. You may also change your beneficiary designation 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 474-8320.



# HEALTH CARE INSURANCE

(provided by the Commonwealth of Kentucky)

## Highlights

**Carrier:** Options listed in insurance handbook

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

## Eligibility and effective date of coverage

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 or an employee, 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 474-8705 or 474-8320.

# WORKERS' COMPENSATION INSURANCE

## Highlights

|                  |   |
|------------------|---|
| <b>Cost:</b>     | Paid in full by Carter County Board of Education  |
| <b>Carrier:</b>  | <b>KEMI</b>   |
| <b>Coverage:</b> | 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. You must have your physician's permission and be cleared by the Personnel Office before returning to work.

## Claim for wages

An employee who sustains a compensable injury and is totally disabled after waiting a period of seven days (calendar days) is entitled to income benefits which are calculated as  $66 \frac{2}{3}$  percent of the average weekly wage, but not more than 100 percent, or less than 20 percent of the states average weekly wage. Worker's Compensation wages begin on the eight calendar day. If fifteen or more days are missed, worker's compensation pays starting with the first day missed if all the days missed are for the same injury. 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 and faxing (or delivering) the First Report of Injury.
- Personnel Department in turn reports the First Report of Injury to KEMI.

## **Additional information**

It is very important to turn in the First Report of Injury Report within 24 hours. Late reports can be denied by Workman'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 ext 20102.

# UNEMPLOYMENT INSURANCE

## Highlights

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

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

## Eligibility for coverage

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

## Qualifying for unemployment benefits

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

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

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

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

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

## Claims information and processing

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

## Additional information

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

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# KENTUCKY TEACHERS' RETIREMENT SYSTEM (KTRS)

## Highlights

|                       |   |
|-----------------------|---|
| <b>Cost:</b>          | Shared by plan members and the State  |
| <b>Administrator:</b> | A nine-member Board of Trustees, seven of whom are elected by KTRS members          |
| <b>Benefits:</b>      | Distributions are made at retirement, disability, death, or severance of employment |

## Eligibility for coverage

Membership in KTRS is mandatory for all certified employees who occupy positions in the school district.

## Employee contributions

Employee annual contribution to KTRS will equal 11.355 of your gross pay. Certified employees do not pay social security taxes on their Board of Education wages.

Retirement contributions are made on a tax deferred basis.

## Fractional service credit

If you are employed as a regular full-time teacher but, for some reason, actually work less than the regular contract year, you will receive a proportionate fraction of a year of service credit. If your employment continues for seventy percent of a regular contract year or more, but less than the full year, you have the privilege of making a personal contribution which will provide a full year of service credit. If your employment began after the start of a contract year, you are not eligible to purchase credit from the beginning of the fiscal year until the time of your employment. All such payments must be made by December 31 following the fiscal year in which the fractional service occurred.

## KTRS funding

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

- contribution from employee (11.355%)
- contribution from Carter County Board of Education (1.5%)
- investment earnings

KTRS will send you the appropriate application form -- and instructions -- for your type of retirement (service retirement or disability retirement).



*Note:* If you are taking "service retirement," you may retire at any point during a school year, subject to approval of the Carter County Board of Education. Your retirement will become effective on the first day of the month following the date your approved application is received by KTRS. However, if you are planning to retire at the close of a school year, your application must be on file with KTRS by June 1 to ensure a July 1 effective date.

### **Additional information**

The KTRS staff is available to work with you to ensure your full understanding of all retirement options and benefits available to you. You may contact KTRS at the address and telephone number previously provided.

Assistance is also available from the Personnel Department by calling 474-8320.

### **KTRS benefits**

Retirement benefits under the Kentucky Teachers' Retirement System are fully explained in a booklet entitled "Summary Plan Description For Active Members of the Kentucky Teachers' Retirement System," published by the State. If you do not have this booklet -- or if you have questions about your eligibility for retirement -- call the Personnel Department at 474-8320.

### **Benefit estimate**

If you are considering retirement within the next year, you should request an estimate of your retirement benefits from KTRS by writing:

**Kentucky Teachers' Retirement System**  
**479 Versailles Road**  
**Frankfort, Kentucky 40601-3868**  
**1-502-573-3266**

Your written request for this estimate must include:

- your name,
- your current address,
- your Social Security number,
- your current year's salary,
- your beneficiary's birthday, and
- your projected retirement date.

## **Updating your account**

If you are interested in purchasing additional retirement service (for example, credit for out-of-state service, leaves of absence, military service, or reinstatement of a withdrawn account), you should contact KTRS at least 90 days prior to your proposed retirement date. This should be accomplished *before* you file a retirement application because you will not be permitted to add service credit of any kind to your account after the effective date of your retirement.

## **Application for retirement**

When you are eligible to retire -- and you have selected your proposed retirement date -- you must first complete an application form. These forms are available only from KTRS.

Notice                      Persons retiring should give the Superintendent notice as far in advance as possible but not less than two (2) weeks prior to retirement.

Responsibility             Retirement benefits shall be solely a matter of contract between the employee and the Kentucky Teachers' Retirement System and shall not be the responsibility of the Board except that the Board shall deduct and send to the Kentucky Teachers' Retirement System those amounts required under law.

Unused Sick Days        The Board shall compensate certified employees at the time of retirement for each unused sick day at the rate of 30% of the daily

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# PERSONAL LIABILITY PROTECTION

## Highlights

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

## Eligibility for coverage

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

The policies also cover student teachers and volunteers.

## Amount of protection

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

### Comprehensive General Liability Policy for all Employees

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

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

## **Errors or Omissions Policy**

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

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

### **Reporting potential liability claims**

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

### **Additional information**

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

# SICK LEAVE BUYOUT AT RETIREMENT

## Highlights

|                              |   |
|------------------------------|---|
| <b>Cost:</b>                 | Paid in full by Carter County Board of Education  |
| <b>Purpose:</b>              | To compensate employees of the time of retirement for each unused sick day at the rate of 30% of the daily salary     |
| <b>Effect on Retirement:</b> | The amount of unused sick leave compensation will be included in the top five year average for retirement calculation |

## Eligibility for benefit

Employees must officially be accepted for retirement through the Kentucky Retirement System, to be eligible for the compensation.

## Calculation

The Board will compensate certified employees at the time of retirement for each unused sick day at the rate of 30% of the daily salary. This calculation is the highest allowed by law and is based on the employee's last annual salary.

For example, if a Rank I employee with twenty-seven years teaching experience retired at the end of the 2019-2020 school year with two-hundred-fifteen unused sick leave days, they would receive a check for \$14,732 (less taxes and retirement) at retirement.

## Effect on retirement

A critical part of the calculation of your retirement annuity is to average your five highest years of salary if you retire younger than fifty-five years of age or average three high years for age fifty-five or older. The money you receive for your unused sick leave will be added to your last year's salary and be used in the calculation. A large payout for your unused sick leave could have a profound effect on your monthly retirement checks. Depending on the retirement option you choose, the effect could extend to your spouse's income after your death.

# **OPTIONAL BENEFITS AND SERVICES**

# TAX DEFERRED ANNUITY

## Highlights

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

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

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

## Approved Tax Deferred Annuity Companies

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

Contact Person: Cass Blair

1-800-934-8030

Kentucky Public Employees  
Deferred Compensation System  
105 Sea Hero Rd. Ste. 1  
Frankfort, Kentucky 40601

1-800-793-4401 opt 5 ext 43447

Kentucky Teachers Retirement System  
479 Versailles Road  
Frankfort, Kentucky 40601  
1-502-564-3266



# SUPPLEMENTAL GROUP TERM LIFE INSURANCE

## Highlights

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

## Approved Term Life Companies

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

Contact Person: Cass Blair

1-800-934-8030

Kentucky Educational Association\*  
401 Capitol Avenue  
Frankfort, Kentucky 40601  
1-800-231-4532

1-800-755-2889 ext 322

Liberty National  
101 Carrage Way Suite 120  
Hurricane, WV 25526

304-553-8115

Texas Life  
PO Box 2209  
Waco, TX 76703  
1-800-283-9233

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

# COMPREHENSIVE OFFERINGS

## Highlights

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

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

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

- Cancer Insurance
- Long Term Disability
- Short Term Disability
- Whole Life Insurance
- After Tax Annuity
- Hospital Indemnity
- Hospital WRAP
- Term Life Insurance
- 457 Deferred Compensation
- Long Term Care
- Accident
- 403 b
- Vision and Dental

Kentucky Educational Association\*  
401 Capitol Avenue  
Frankfort, Kentucky 40601

1-800-755-2889

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

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

# CREDIT UNION

## Highlights

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

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

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

### The credit union offers:

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

# SECTION 125 FLEXIBLE BENEFIT PLAN

(Cafeteria Plan)

## Highlights

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

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

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

## Enrollment

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

### The administrator for the plan is:

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

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

# PAID TIME OFF

# SICK LEAVE

## Number of Days

Sick leave days for employees would be allocated as follows:

- 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

Persons employed for less than a full year contract shall receive prorata part of the authorized sick 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 sick leave days equivalent to their normal working day.

## Accumulation

Sick leave days taken during the school year in which they were granted shall accumulate without limitation to the credit of the certified employee to whom they were granted.

## Definition

Sickness shall mean personal illness, including illness or temporary disabilities arising from pregnancy.

## Adoption of Child

A teacher may use up to thirty (30) days of sick leave following the adoption of a child or children.

## Family Illness

Sick leave can also be taken for illness in the immediate family. Immediate family shall mean the 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 relative who resides in the employee's home.

## Transfer of Sick Leave

Teachers coming directly to the District from another Kentucky school district or from the Kentucky Department of Education shall transfer accumulated sick leave to the District.

## Affidavit

Upon return to work, a certified 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 for the purpose of attending to a member of the immediate family who was ill.

Unused Sick Days

The Board shall compensate certified employees at the time of retirement for each unused sick day at the rate of 30% of the daily salary. This calculation is based on the employee's last annual salary.

With the exception of the 30% payment at the time of retirement, Carter County Schools will not pay employees for unused sick leave when they leave the employment of the district.

Classified to Certified Sick Leave Days

Certified employees that were previously classified employees, may transfer their accumulated sick leave days to their certified position at the rate of one certified sick leave day for every two classified days accumulated.

Sick Leave Donation

Certified 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 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. Any sick leave that remains unused shall be returned to the employee donating the sick leave.

# SICK LEAVE BANK

## Administration

The Board shall administer the sick leave bank under procedures developed by the Superintendent.

A Sick Leave Bank Committee composed of representative elected by and from the local education association members shall be formed. The Committee's responsibilities shall include, but not be limited to, electing of chairpersons and vice-chairperson of the Committee, filling unexpired terms of Committee members, and determining eligibility requirements and the minimum/maximum number of days to be maintained in the bank.

Sick Leave Bank Committee members shall not rule on an application of their own or of a relative.

## Appeal

Should the Sick Leave Bank Committee determine that a member's request does not meet eligibility requirements, the member may appeal to the local education association.

## Eligibility for Sick Leave

After employees have exhausted all of their accumulated paid leave days, they may apply to the Sick Leave Bank Committee for use of sick leave bank days. Application must be made within ten (10) days of the applicant's absence or immediately upon exhaustion of all sick leave days.

A maximum of twenty (20) sick leave bank days shall be granted per approved request. Extensions of leave may be granted in additional twenty (20) day intervals.

In the event that the Board discontinues the bank, the total days on deposit shall be returned proportionately, according to contributions, and credited to each member's personal sick leave accumulation.



## Membership

Any certified employee is eligible for participation in the Sick Leave Bank. Employees must join the Sick Leave Bank within the first thirty days of their initial employment or they forfeit their right to join the bank unless there is an open enrollment. Open enrollment will occur only in rare situations such as when the bank is in jeopardy of falling below forty days or in unforeseen instances when the Sick Leave Bank committee could ask the Carter County Board of Education to declare an open enrollment.

Any member who elects to participate in the Bank shall initially have one (1) or more of sick leave deducted from his/her personal accumulation and deposited in the Bank by completing and signing the Sick Leave Bank Enrollment Card. Members may receive from one (1) up to (but not guaranteed) ten (10) sick leave days for each day donated to the bank. Members may donate a maximum of six (6) days to the bank. Under extreme circumstances, the committee may exceed the 1 to 10 ratio of days granted. Members that receive a greater than one (1) to ten (10) ratio because of extreme circumstances must repay the bank one day for every ten in excess of the ratio out of the following years allotment.

## Sick Leave Bank Usage

Sick Leave Bank days may be granted for instances of disabling illness, injury, or quarantine of the individual member or a family member, as described in the Carter County Board of Education Policy. Grants of sick leave from the Bank shall not be made on account of any elective surgery, (except for complications from), or during any period the member is receiving disability benefits from social security or the state or local retirement plan. Disability benefits from individually purchased policies shall not affect eligibility to draw from the Bank.

All requests to draw from the Bank shall be made on a Sick Leave Bank Application which shall also authorize release of their complete record of sick leave days to the Association.

Applications will be approved or denied by the Committee and the disposition of their decision will be forwarded to the Board's designee.

Sick Leave  
Bank Usage (cont)

In the case of approval of application, sick leave pay will be distributed and deductions will be made from the Bank accordingly. In the case of denial of application, the applicant may appeal to the Carter County Education Association's Executive Committee and their decision by majority vote, shall be final.

Application must be made within ten (10) day of the applicant's absence or immediately upon exhaustion of all sick leave days. All efforts will be made to complete the application process within the pay period in which the absence occurs.

The applicant must have exhausted all sick leave days, personal days, and Board paid extensions accumulated prior to applying to the Bank.

If the bank drops below forty (40) days, an open enrollment period will be held. During this period, one (1) day must be deposited in the bank to remain a member.

# 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.  |

# PERSONAL LEAVE

|                 |  |
|-----------------|--|
| Number of Days  | <p>Full-time certified employees shall be entitled to three (3) days of personal leave with pay each school year.</p> <p>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.</p> |
| Approval        | <p>The Superintendent or designee must approve the leave date, but no reasons shall be required for the leave.</p> <p>Approval shall be contingent upon the availability of qualified substitute employees. Those employees making earliest application shall be given preference.</p>   |
| Affidavit       | <p>Employees taking personal leave must file a personal affidavit stating that the leave was personal in nature.</p>   |
| Accumulation    | <p>On June 30 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.</p>   |
| Reference:      | <p>KRS 161.154</p>   |
| Related Policy: | <p>03.1232</p>   |

## **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**

School district employees who are members of the national guard or of any reserve component of the armed forces of the United States shall be entitled to leave of absence from their respective duties, without loss of time, pay, regular leave, or impairment of efficiency rating while in the performance of duty or training under competent orders for a period in any calendar year not to exceed ten working days.

Employees must notify their supervisor immediately after being scheduled for training or duty that conflicts with their work schedule.

# UNPAID LEAVES OF ABSENCE

## **RETURN FROM LEAVE OF ABSENCE**

Certified 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        | Certified 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.  |
| Temporary 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. When the Superintendent's personal health is in question, the Board may place him or her on involuntary disability leave pending the physician's examination. |
| Hearing              | The employee shall have the right to a hearing on such involuntary leave and its renewal or extension in accordance with the provisions for hearing and appeal in KRS 161.790.  |



# 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.

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

# EDUCATIONAL/PROFESSIONAL LEAVE

## Educational/ Professional Purpose

Upon written request of a teacher or the Superintendent, the Board may grant leave (without pay) not to exceed two (2) consecutive years for educational or professional purposes. Leave may be granted for full-time attendance at universities or other training or professional activities approved by the Board when those activities to the employee's job or to other jobs an employee might hold in the school system. Leave will not be granted for part-time educational activities.

## Limitations

No more than two percent (2%) of the certified employees may be on educational/professional leave at one time. When requests exceed two percent (2%), those submitting the earliest requests will be given first consideration.

## Time of Application

Written application for educational/professional leave must be made at least sixty (60) days before the leave is to begin.

## Notification of Return

Employees on educational/professional leave shall notify the Superintendent in writing of their intent to return to the school system on or before the date prescribed in Policy 03.123. Employees who fail to notify the Superintendent of their return by the date prescribed in Policy 03.123 cannot be guaranteed employment for the following school year.

Placement Upon Return Employees taking an educational/professional 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.

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

## **MILITARY LEAVE**

Military leave will be granted to certified personnel under the provisions and conditions specified in KRS 61.373, 61.375, 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.

## **LONG TERM PERSONAL LEAVE**

|                   |  |
|-------------------|--|
| Leave Without Pay | <p>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.</p> <p>The Superintendent may require the employee to secure written documentation to verify the extreme personal circumstances implied by the request.</p> |
|-------------------|--|

Notification

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**

# **CERTIFIED EMPLOYEES REDUCTION IN FORCE, NON-RENEWAL, TRANSFER, AND RETURN FROM LEAVE PROCEDURES**

## **Reduction in Force**

Reduction in force is a procedure that is enacted when it becomes necessary to decrease the number of certified staff members at a particular school because of changes in enrollment, curriculum, or programs.

When reduction in force becomes necessary, the superintendent, after consultation with the principal, will identify the school or program, and the grade level or range, and certification area where a loss of staff will occur.

Unless the school with the identified need for reduction does not have any non-tenured staff members, reductions in force will be accomplished on a schoolwide basis and not on a districtwide basis due to the complications involved with school based management regulations. This will hold true even if while teachers are being non-renewed at one school, there are vacancies or teachers with less seniority in their area at another school.

The decision on which non-tenured teacher to non-renew will be made by the superintendent after collaborating with the principal.

However, the names of all teachers non-renewed through reduction in force will be given to all schools with openings in the non-renewed teacher's area for consideration before advertising to the public if the openings can be filled before July 15. Schools will not be required to accept the non-renewed teachers.

If the opening can not be filled before July 15, the non-renewed teachers will be considered at the same time as the public applicants.

If the reduction in force can not be accomplished with the non-renewal of non-tenured teachers at a particular school, a tenured teacher or teachers will be selected for transfer by the superintendent after consulting with the principal. Teachers may be transferred to a SBDM school without school approval when it is the only position available and one or more of the conditions exist that are listed in the school based decision making section of this policy.



|                                      |  |
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| Return From Leave of Absence         | <p>An attempt will be made to return a teacher on extended leave of absence to their original position and/or school but that cannot be guaranteed.</p> <p>If a new position and/or school must be found for a person returning from leave, it will be accomplished using the same procedures as listed above for the transfer of tenured teachers for reduction in force.</p>   |
| Administrative Non-Renewals          | <p>Under the provisions of KRS 161.750, the superintendent of schools may non-renew the contract of a teacher employed on a limited-contract basis by presenting written notice to the teacher no later than April 30 of the school year in which the contract is in effect. Teacher non-renewals for reasons other than reduction in force will not be subject to the provisions of the determination of preference or reduction in force sections of this document.</p>  |
| Administrative Transfers             | <p>The superintendent of schools may transfer personnel within the guidelines of applicable state law and board policy to affect the smooth and orderly functioning of the school system.</p>  |
| Voluntary Transfers                  | <p>If a certified position becomes open and it is not needed for a transfer location, the school may request that the position be advertised to current existing staff in the same or similar job category before advertising to the public if the position can be filled before July 15, or is within thirty days of the start of school.</p> <p>In instances where the movement of a staff member would cause a hardship to the district, such as staff members occupying positions that contain a small or restricted application pool or staff members that possess special talents and/or training, or an assignment of special or unique responsibility, the superintendent may not allow a transfer even though the staff member may desire and be eligible for the transfer under the provisions of this document.</p> |
| School Based Decision Making Schools | <p>The superintendent may transfer or assign a staff member to an SBDM school without allowing the principal selection rights or the council consultation rights when the only position available is at an SBDM school and one of the following circumstances exists:</p> <ol style="list-style-type: none"> <li>1) When a reduction in force exists (i.e., decrease in enrollment, closing of a school, territorial changes affecting the district) and it becomes necessary to find a position for a certified staff member because of teacher seniority rights</li> </ol>   |

- 2) When positions become available subsequent to a reduction in force, and KRS 161.800 applies to require the following: teachers whose continuing contracts are suspended in a reduction in force have the right of restoration to continuing service status in the order of seniority of service in the district if qualified for the position.
- 3) When the superintendent must honor an employer-employee bargained contract on transfers.
- 4) When required pursuant to the district-wide affirmative action plan, whether voluntary or involuntary.
- 5) When an employee is returning from a leave of absence.
- 6) When a court or teacher tribunal has ordered the reinstatement of a former employee.
- 7) When an administrator has been demoted and must be assigned within his or her area(s) of certification.
- 8) When an employee under contract must be placed to avoid a breach of contract.
- 9) When a principal has been hired and his/her spouse needs to be transferred out of the school to avoid a nepotism violation under KRS 160.380.

# 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  
Committee (cont)

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

Duties of the PHC  
shall include

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

Duties of the  
Superintendent of  
Schools shall include

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

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

# OPEN DOOR POLICY

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

## EVALUATION

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| Development of System | The Superintendent shall develop and recommend for Board approval an evaluation system for all certified employees.  |
| Purposes              | The purposes of the evaluation system shall be to: improve instruction, provide a measure of performance accountability to citizens, provide encouragement and incentive for employees to improve performance, and support individual personnel decisions.   |
| Timelines             | Summative evaluation shall occur annually for each non-tenured certified employee. Summative shall occur, but not be limited to, a minimum of once every three years for tenured teachers. Summative evaluation shall occur annually for administrators.   |
| Review                | <p>All employees shall be afforded an opportunity for a review of their evaluations. All written evaluations shall be discussed with the evaluatee, and he/she shall have the opportunity to attach a written statement to the evaluation instrument. Both the evaluator and evaluatee shall sign and date the evaluation instrument.</p> <p>All evaluations shall be maintained in the employee's personnel file.</p> |

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| Advisory Appeal Panel | The District shall establish a panel to hear appeals from summative evaluations as required by KRS 156.101.  |
| Election              | Two (2) members of the panel shall be elected by and from the certified employees of the District. Two (2) alternates shall also be elected by and from the certified employees, to serve in the event an elected member cannot serve. The Board shall appoint one (1) certified employee and one (1) alternate certified employee to the panel.   |
| Chairman              | The chairman of the panel shall be the certified employee appointed by the Board.  |
| Appeal to Panel       | Any certified employee who believes that he or she was not fairly evaluated on the summative evaluation may appeal to the panel within five (5) working days of the receipt of the summative evaluation.   |
| Appeal Form           | The appeal shall be signed and in writing on a form prescribed by the Superintendent. The form shall state that evaluation records may be presented to and reviewed by the panel.  |
| Conflicts of Interest | No panel member shall serve on any appeal panel on which he/she was the evaluator.<br><br>Whenever a panel member or a panel member's immediate family appeals to the panel, the member shall not serve for that appeal. Immediate family shall include father, mother, brother, sister, husband, wife, son, daughter, uncle, aunt, nephew, niece, grandparent, and corresponding in-laws. |
| Burden of Proof       | The certified employee appealing to the panel has the burden of proof. The evaluator may respond to any statements made by the employee and may present written records which support the summative evaluation.  |
| Hearing               | The panel may hold necessary hearings.   |

Panel  
Recommendations

The panel shall issue a recommendation to the district Superintendent within fifteen (15) working days from the date an appeal is filed. In the case of appeals of evaluations conducted by the Superintendent, the panel shall report to the Board.

Superintendent

The Superintendent shall receive the panel's recommendation and shall take such action as she/he deems appropriate or necessary. The Superintendent may hold hearings and/or order a new evaluation by a second certified evaluator as necessary. In the case of a new evaluation, both evaluations shall be included in the employee's personnel file.



# HARASSMENT/DISCRIMINATION

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

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

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| 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 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 narcotic 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. 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.

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.

# MEDICAL EXAMINATION

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|-------------------------------------|--|
| Newly Employed Personnel            | All newly employed certified personnel shall present documentation in the form of a medical examination performed under contract by a county health department's licensed physician or a licensed physician of the employee's choice. This examination shall certify the employee's ability to perform the assigned job. The examination must be performed within ninety (90) days prior to employment.  |
| Report                              | A copy of the report must be filed with the Superintendent prior to assuming assigned duties. The report must indicate any communicable diseases present at the time of the examination; and if other health problems are present, they must be identified and any limitations that they would impose on the performance of duties should be addressed by the physician.   |
| Tuberculosis Test                   | Each examination shall include a skin test for tuberculosis. All positive reactors shall be required to comply with the recommendations of the local board of health and the Kentucky Department for Health Services for further evaluation and treatment of the tuberculosis infection.   |
| Required Exam 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. |
| School to Report                    | <p>Local school authorities shall report immediately all known or suspected cases of communicable disease to the local health department.</p> <p>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.</p>  |

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| School to Report (cont) | 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.<br><br>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:

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| 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 current rate approved by the state 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. |

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| 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 day 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: teachers, bus drivers, teacher's aides, secretaries, and bus monitors.

Comp Time

In instances where certified employees who do not work when school is dismissed are required by their supervisor to work early duty on a day school is subsequently canceled, those employees will receive time off equal to the amount of early duty time worked. This time shall be scheduled at a time that is agreeable to both supervisor and employee.

## **CERTIFICATION AND RECORDS**

Certification

All persons appointed to positions requiring Kentucky certification shall present to the Superintendent a copy of the required certificate prior to assuming the duties of the position.

Continuing  
Education

It shall be the responsibility of the employee to see that current certification, rank changes, and endorsements are on file in the Superintendent's Office at all times. Written notification of changes in rank or endorsements must be filed by September 15.

## **PROFESSIONAL MEETINGS**

|            |   |
|------------|---|
| Approval   | <p>Upon approval of the Board, the Superintendent may grant absence with pay to certified personnel to attend approved professional meetings. Requests must be channeled through and approved by the Principal.</p> <p>The Superintendent shall determine the number of personnel who can attend professional meetings at any one time.</p> |
| Definition | <p>Professional meetings include, but are not limited to: professional development, workshops, attendance at clinics and conferences, and attendance at state, regional, and national conventions.</p>  |

## **INSTRUCTIONAL LEADERS' TRAINING**

Instructional leaders shall participate in a continuing intensive training program designed especially for instructional leaders.

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|----------------|---|
| Required Hours | <p>Every year, each instructional leader shall complete no less than twenty-one (21) participant hours in a training program approved by the State Board for Elementary and Secondary Education. Completion of the required hours shall be reported to the Superintendent and to the State Department of Education by the instructional leader.</p> |
| Probation      | <p>Failure to participate shall result in a one year probation. Those certified as instructional leaders on or after July 14, 1984 who fail to complete the training during the probationary period shall have their administrative certificates revoked.</p>   |

# 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.

Pecuniary Interest  
Prohibited (cont)

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.

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.

## **HOURS OF DUTY**

Regular Hours Certified employees shall be prompt in attendance and shall remain on duty as specified by school policy or their immediate supervisor.

No certified employee shall leave his/her job assignment during duty hours without the express approval of his/her immediate supervisor.

Additional Hours Certified employees may be required to perform additional duties as directed by school policy or assigned by their immediate supervisor.

## **OUTSIDE EMPLOYMENT OR ACTIVITIES**

Outside Employment Certified 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**

## **Alternative Tobacco Products or Vaping Products**

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

## **USE OF SCHOOL PROPERTY**

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

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

## **SOLICITATIONS**

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



# TERMINATION AND NONRENEWAL OF CONTRACT

Termination and nonrenewal of contracts shall be the responsibility of 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. No personnel action shall be effective prior to receipt of written notice of the action by the affected employee from the Superintendent.

No contract shall be terminated except upon notification of the Board by the Superintendent. Prior to notification of the Board, the Superintendent shall furnish the teacher with a written statement specifying in detail the charge against the teacher.

|                             |  |
|-----------------------------|--|
| Code of Ethics              | Employees who violate provisions of the Professional Code of Ethics for Kentucky School Certified Personnel may be subject to disciplinary action, up to and including termination.    |
| Nonrenewal                  | Nonrenewal of limited contracts of certified personnel shall be made in compliance with the requirements of KRS 161.750.   |
| Termination                 | Termination of contracts of certified personnel shall be made in compliance with the requirements of KRS 161.790.  |
| Alternatives to Termination | As an alternative to termination, the Superintendent, upon notifying the Board and providing written notification to the teacher, may impose sanctions in accordance with KRS 161.790. |
| Termination by Employee     | Certified employees seeking to terminate contracts in force shall do so in compliance with KRS 161.780.  |
| Reporting                   | The Superintendent shall comply with the reporting requirements of 704 KAR 20:450.   |

## SANCTIONS

As an alternative to the termination of a teacher's contract and in accordance with KRS 161.790, the Superintendent, upon notifying the Board and providing written notification to the teacher of the charge, may impose sanctions including but not limited to suspension without pay, or public or private reprimand.

# SUSPENSION

Pending  
Termination Action

The Superintendent may suspend a certified employee without pay pending final action to terminate the contract if the character of the charges warrant such action. If, after the hearing, the decision of the tribunal is against termination of the contract, the suspended teacher shall be paid full salary for the period of such suspension.

Sanctions

The Superintendent may suspend a teacher without pay as a disciplinary measure in accordance with KRS 161.790.

Suspension  
With Pay

An employee shall be suspended with pay only when the Superintendent determines there is a justifiable need for such action 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.

Board  
Notification

The Superintendent, at the first meeting following the suspension, shall notify the Board of same. Such notification shall be recorded in the board minutes. No personnel action shall be effective prior to receipt of written notice of the action by the affected employee from the Superintendent.

# REINSTATEMENT

Following  
Termination  
Hearing

When a certified employee has been suspended, pending action to terminate the contract, and the tribunal, after a hearing, decides against termination, the employee shall be reinstated in compliance with KRS 161.790.

Sanctions

A teacher who has been suspended for disciplinary measures may be reinstated by the tribunal in accordance with KRS 161.790.

# **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.

# Professional Development

## PROGRAM TO BE PROVIDED

The Board shall provide an efficient and systematic professional development program. At the direction of the Superintendent or designee and in conjunction with each school, the professional development coordinator shall facilitate the development and implementation of this program for all certified employees. Programs may also include classified staff and parent members of school councils and committees.

## DISTRICT-WIDE PLAN

The program shall be based on a Board-approved professional development plan for the District which is designed (1) to help achieve student capacities established by KRS 158.645 and goals established by KRS 158.6541; (2) to support the District's mission, goals and assessed needs; and (3) to increase teachers' understanding of curriculum content and methods of instruction appropriate for each content area based on individual school plans. The professional development plan shall reflect individual needs of schools, as well as District-wide standards.

## SCHOOL RESPONSIBILITIES

Each school shall plan professional development activities with the professional development coordinator and, when appropriate, with other schools to maximize training opportunities. In addition, each school's professional development plan shall be submitted to the Board for review and comment.

## DOCUMENTATION

Documentation of completed professional development activities, including a written evaluation, shall be required.

Employees must complete and document the required hours of professional development no later than twenty working days after the day appears in the school calendar. Failure to do so will result in a reduction in salary and may be reflected in the employees evaluation.

## RESTRICITONS

Except for personnel on long term leave approved in advance, sick leave or personal leave may not be used for flexible professional development. Professional development shall not be scheduled during the annual accountability testing window unless testing has been completed at the school where the request was made and the Superintendent has approved.

**- CERTIFIED 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

**Dress and Appearance**

**CONSEQUENCES**

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

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

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

**REFERENCES:**

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

Adopted/Amended: 6/18/2016

Order #: 6g