

RUSSELL INDEPENDENT SCHOOLS

2021-2022

EMPLOYEE HANDBOOK



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Superintendent

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The Board of Education does not discriminate on the basis of race, color, national origin, age, religion, sex, or disability in employment, educational programs or activities.

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Introduction

Welcome

Faculty and Staff,

Welcome to the 2021-2022 year with Russell Independent Schools! Our primary focus in our district is to provide the best quality education and opportunities for ALL students. We take great pride in all of our programs and always strive to be the best that we can be. From enhanced scholastic opportunities to our diverse array of sports teams and student clubs, ALL students are encouraged to take risks and step outside of their comfort zone to stretch their academic, athletic, and personal identities. Russell Independent School District is revered for our achievements throughout the years, but we continue to look for new ways to improve and expand opportunities for students - we never stop striving for and maintaining excellence.

Our mission is to inspire and empower all students to reach their maximum potential: one student, one day at a time. Encompassing the mission are the following vision statements:

Progressing into the future:

Our students are our top priority!

Our school family plays a crucial role in student development, achievement, and success.

Our parents are supportive partners and are essential in the advancement of each student.

Our community shares our desire to develop highly skilled and productive citizens.

Our technology enables our students to reach beyond the classroom.

Our culture inspires leadership and excellence.

Our academics focus on rigorous standards and global success.

As a part of the Russell Independent family, **each employee** is vital to the success of our District. We will be diligent in our effort to ensure a safe and productive environment for all of our faculty and staff. Please do not hesitate to contact any administrator or supervisor with any question or suggestion you may have that will provide an enhanced atmosphere for learning.

On behalf of the Russell Independent Board of Education, we are excited that you are a part of the Russell Independent School District family! It's a great day to be a Red Devil!

M. Sean Horne
Superintendent

The Russell Way: Where Tradition Meets Excellence

Future Policy Changes

Although every effort will be made to update the handbook on a timely basis, the Russell Independent Board of Education reserves the right, and has the sole discretion, to change any policies, procedures, benefits, and terms of employment without notice, consultation, or publication, except as may be required by contractual agreements and law. The District reserves the right, and has the sole discretion, to modify or change any portion of this handbook at any time. Bold numeric references throughout this manual indicate a Board Policy code.

Section

1

General Terms of Employment

Employee Code of Conduct

Each Russell Independent Schools employee shall:

1. Report to work on time and prepared for duty.
2. Comply with directives and duties that are legal and safe.
3. Maintain safe and secure working and learning environments.
4. Demonstrate professionalism, respect, fairness, and dignity when interacting with students, parents, staff/co-workers, and community members.
5. Comply with federal laws, state statutes, and Russell Independent policies that prohibit conduct that could reasonably be construed as coercive, retaliating, harassing, intimidating, bullying, discriminating, or threatening.
6. Communicate truthfully and honestly and ensure that all records, disclosures or other communications are complete, fair, accurate, timely and understandable to the best of his or her knowledge.
7. Acquire, use, maintain and dispose of district assets, including technology, in an ethical and responsible manner.
8. Maintain the confidentiality of information as required under federal laws, state statutes, and police of the District.
9. Use established protocols to intervene against and/or report actions, behaviors or safety concerns that may represent one or more violations of federal law, state statute, or polices of the District.
10. Refrain from activities outside of the contract day that may reasonably limit and/or interfere with his or her ability to effectively perform duties as assigned.
11. Comply with all other federal laws, state statutes, and Russell Independent policies, as well as, established operational routines or procedures.

Equal Opportunity Employment

The Russell Independent Board of Education is an Equal Opportunity Employer. The District does not discriminate on the basis of age, color, disability, race, national origin, religion, sex or veteran status, as required by law.

Reasonable accommodation for individuals with disabilities will be made as required by law. If considerations of sex, age or disability have a bona fide relationship to the unique requirements of a particular job or if there are federal or state legal requirements that apply, then sex, age or disability may be considered as a bona fide occupational qualification, provided such consideration is consistent with governing law.

Hiring

All personnel are required to sign a written contract with the District.

A list of all District job openings is available at the Central Office and the District website.

For further information on hiring, refer to policies **03.11/03.21**.

Transfer of Tenure

All teachers who have attained continuing-contract status from another Kentucky district serve a one (1)-year probationary period before being considered for continuing-contract status in the District. **03.115**

Certification

All employees that require licensure or certification from an outside agency to maintain their employment status with the District, shall be solely responsible to ensure that their licensure or certification is current at all times. This includes, but is not limited to: teaching certification, speech pathology license, and nursing license. The license or certification must be valid on the first day the employee is required to report in a school year. Employees that do not maintain a current license or certification shall be subject to discipline up to and including dismissal from employment.

Job Responsibilities

All employees are expected to use sound judgement in the performance of their duties and to take reasonable measures to protect the health, safety, and well-being of others, as well as District property. **03.133/03.233**

Every employee is assigned an immediate supervisor. All employees receive a copy of their job description and responsibilities for review. Immediate supervisors may assign other duties as needed. Employees should ask their supervisor if they have questions regarding their assigned duties and/or responsibilities.

03.132/03.232/03.1335/03.2335

Criminal Background Check and Testing

Applicants, employees, and student teachers must undergo records checks and testing as required by law.

All Certified and Classified employees and volunteers assigned within the District shall have a state and a federal criminal history background check and a letter from the Cabinet for Health and Family Services stating that there are no findings of administrative Child Abuse or Neglect on record. All employees are required to notify the Superintendent if he/she has been found by the Cabinet for Health and Family Services to have abused or neglected a child. **03.11/03.21/03.4**

Confidentiality

In certain circumstances employees may receive confidential information regarding students' or employees' medical, discipline or court records. Employees are required to keep student and personnel information in the strictest confidence and are legally prohibited from passing confidential information along to any unauthorized individual.

03.111/03.211/09.14/09.213/09.43

Salaries and Payroll Distribution

Certified Personnel: Salaries for certified personnel are based on a single-salary schedule providing at minimum, for the number of working days required by law. Compensation for employment beyond or below 187 days is prorated based upon the employee's base pay.

Determination of and changes to certified employees' rank and experience are determined in compliance with Policy **03.121**. No later than forty-five (45) days before the first student attendance day of each year or June 15, whichever occurs earlier, the Superintendent will notify certified personnel of the best estimate of their salary for the coming year.

Classified Personnel: Classified personnel may be paid on an hourly or salary basis, as determined by the Board. **03.221**

Payroll Distribution: All payroll checks will be issued according to the schedule approved by the Board of Education. All employees shall participate in the District's direct deposit program.

Placement on Salary Schedule

Defining Experience. The State Board of Education at the regular meeting on June 22, 1966, adopted the following regulation, which defines teaching experience: SBE 21.070 - Teacher Salary Scheduling

For the purpose of calculating the salary allotment to each school district under the provisions of KRS 157.390, experience for all professional personnel shall be defined as follows:

Professional personnel shall have taught or rendered professional service under contract for a complete school year or a minimum of 140 days during a school term in a public or non-public elementary or secondary school or college that is approved by the public accrediting authority in the state in which the professional experience was rendered. In no case shall more than one year of experience be credited for professional experience during a given school year. Experience credit shall not be taken into consideration in calculating the salary allotment under the following circumstances:

Substitute teaching, Teaching for less than a half day, or Military experience

All experience of personnel shall be validated. A properly executed form documenting experience shall be on file in the office of the Superintendent for each teacher employed.

A certified employee shall be credited on the teacher salary schedule for rank as determined by the Education Professional Standards Board and recorded on the employee's official teaching certificate. Changes in rank occurring during the school year, that occur after September 15, shall not be credited until the next year. An employee shall be credited on the salary schedule for professional experience as defined in 702 KAR 3:070 and officially validated by the teacher's former employer. It is the employee's responsibility to notify the Superintendent/Personnel Director of all teaching experience. A certified employee must be employed for at least 140 days to receive a year's experience credit.

A classified employee will be placed on the appropriate salary schedule according to job assignment i.e. bus driver, assistant, etc. A newly hired classified employee, which is full time (four hours per contract day), starts at 0 years of experience. Experience credit and movement to the next level on the salary schedule is granted for the completed previous years employment. A classified employee who transfers from job classifications within the district are allowed to carry his/her years of experience with them, but not his/her rate of pay.

A newly hired classified employee may receive up to six years of experience on the salary schedule for verified similar work experience performed outside of the school district.

Changes in rank and experience for certified employees shall be determined by September 15 of each year (except for National Board Certification). Pay will be adjusted retroactively to the beginning of the contract year if proper notification is given to superintendent/designee. Experience for classified employees will be determined on July 1 of each year.

Hours of Duty

Certified and classified employees are not allowed to leave their job assignment during duty hours without the express permission of their immediate supervisor. **03.1332** Each teacher shall complete a workday that includes the instructional day as defined by policy and be in their assigned workstation/classroom at least fifteen minutes before and after the instructional day. In addition, unless they are on leave or have been excused by the Principal/designee staff members shall attend meetings called by the Principal or authorized administrator. **03.1335.** **All school level employees are expected to work the adopted school calendar. All school level classified employees with a specific contract of 205 days, shall work 10 business days prior to the scheduled opening day of school and shall work 10 business days after the last day for students. The remaining days for those classified employees shall be worked at the discretion of the Superintendent or their immediate supervisor.**

Personnel Records

One (1) master personnel file is maintained in the Central Office for each employee. The Principal/supervisor may maintain a personnel folder for each person under his/her supervision. Employees may inspect their personnel files. **03.15/03.25**

Each **certified** employee must have on file in the personnel office the following documents:

- Application
- Current certificate of legal qualifications
- National and State criminal history background check
- Transcript with official seal
- Personal background and work history references
- Letter of notification of employment
- Job description
- Employment contract
- Professional growth plan
- Evaluation
- Complete Physical
- IRS Forms I-9 and W-4
- SSA-1945

All newly employed certified personnel shall present documentation in the form of a medical examination. Each medical examination shall include a risk assessment for tuberculosis. The certified employee will assume the cost for the medical exam. 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, consistent with the Americans with Disabilities Act and the Family Medical Leave Act, require the employee to provide evidence of fitness in the form of an examination and report by a physician of the Superintendent's choosing.

Each **classified** employee must have on file in the personnel office the following documents:

- Application
- Certificate of legal qualifications if applicable, high school diploma, GED, or progress toward GED
- National and State criminal history background check
- Personal background and work history references
- Letter of notification of employment
- Job description
- Employment contract
- Evaluation
- Complete Physical
- IRS Forms I-9 and W-4

In addition to the above documentation, bus drivers shall have:

- Drug test
- Annual medical exam
- Commercial drivers license (CDL)
- Pass pre-employment road test
- Annual 8-hour in-service update prior to beginning of the new school year

Also, for bus drivers, Federal Motor Carrier Safety Administration Regulations (FMCSA) provide that a CDL holder consent to be obtained in connection with mandatory querying of the Federal Electronic "Clearinghouse". If the consent is refused, such employee is disqualified from serving in positions requiring CDL licensure. In addition, if a query results in a disqualifying Department of Transportation (DOT) Drug or Alcohol Violation, a CDL holder cannot work in a safety sensitive position. In such cases, personnel action may be necessary. **03.27**

As a condition of initial employment, all classified employees shall pass a medical examination. Each medical examination shall include a risk assessment for tuberculosis. The School Board will assume the cost of the physical for the classified employee, if the Board approved physician is utilized. When in the opinion of the Superintendent, there is evidence that an employee is no longer able to perform satisfactorily their assigned duties, because of health problems or when the employee poses a health threat to students or other employees, the Superintendent may, consistent with the Americans with Disabilities Act and the Family Medical Leave Act require the employee to provide evidence of fitness in the form of an examination and report by a physician of the Superintendent's choosing. **Providing false information** on any application or records may result in immediate termination.

Resignations

Certified employees resigning from positions at the end of the school year are encouraged to submit this notification in writing to the Superintendent no later than March 1st. (No certified employee shall be permitted to terminate his/her contract within fifteen [15] days prior to the beginning of the school term without the consent of the Superintendent.) Teachers requesting release from contract during the school year should notify the Superintendent immediately. Requests for release from contract, other than for emergency reasons, shall state that the teacher is willing to remain until a satisfactory replacement can be found. Release from contract is at the discretion of the Superintendent.

Classified employees requesting release from contract during the school year shall submit a written resignation at least ten (10) calendar days prior to the date they intend to end their employment with the Board. Release from contract is at the discretion of the Superintendent.

Discipline, Suspension and Dismissal of a Certified Employee

The contract of a certified employee shall remain in force during good behavior and efficient and competent service by the teacher and shall not be terminated except for any of the following causes:

- Insubordination
- Immoral character or conduct unbecoming a teacher
- Physical or mental disability
- Inefficiency, incompetence, or neglect of duties

No contract shall be terminated, except upon, notification of the Board from 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. **03.17**

A teacher may within ten (10) days after receiving the charge notify the commissioner of education and the Superintendent of their intention to answer the charge, and upon failure of the teacher to give notice within ten (10) days, the dismissal shall be final.

As an alternative to termination, the Superintendent, upon notifying the Board and providing written notification to the teacher, may impose sanctions and/or suspensions in accordance with KRS 161.790. A sanction may include, but not limited to, suspension without pay, or public or private reprimand. **03.172** A suspension may be with or without pay. Upon the action of either sanction or suspension, the Superintendent shall notify the Board of the same. **03.173**

Nonrenewal of limited contracts of certified personnel shall be made in compliance with the requirements of KRS 161.750.

Employees who are terminated and/or non-renewed for cause by the District shall not be considered for any future employment by the District. An action of discipline (reprimand, suspension, sanction, dismissal) may be conducted in no particular order by the Superintendent.

Discipline, Suspension and Dismissal of Classified Employee

Employees Disciplinary Options

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

and processed in no particular order:

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

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

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

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

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

Causes For Disciplinary Action

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

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

- assigned duties.
8. Conviction of a felony or any crime involving moral turpitude.
 9. Immorality or other unprofessional conduct.
 10. Loss of license or certification required for the position.

Due Process Provisions (Suspension Without Pay/Termination)

When an employee is to be terminated under KRS 161.011(6) or suspended without pay, the Superintendent shall give the employee written notification of charges against him/her, to include a statement of the right to meet with the Superintendent to discuss such charges, and a form, the signing and filing of which will constitute a demand for the meeting and a denial of charges. The employee may request the meeting by filing the proper form with the Superintendent after receiving the notification of charges.

If it becomes necessary for the Superintendent to terminate the employment of an employee, a terminating interview with the Superintendent may be scheduled on District time. The termination date of an employee shall be the last actual working day. The Superintendent who, at the first meeting following the actions, shall notify the Board of same. Employees who are terminated and/or non-renewed for cause by the District shall not be considered for any future employment by the District.

Other Disciplinary Action

When charges result in disciplinary actions other than termination or suspension without pay and employees wish to contest the charges, they may submit a written response, which shall be placed in their file along with the written charges. **03.27**

Harassment/Discrimination

Harassment/Discrimination of employees is unlawful behavior based on the race, color, national origin, age, religion, sex or disabilities of an employee involving 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 or prejudice.

Harassment or Discrimination is prohibited at all times on school property and off school grounds during school-sponsored activities. This prohibition also applies to visitors to the school who may come into contact with employees and students. District staff shall provide for a prompt and equitable resolution of complaints concerning harassment/discrimination.

Prohibited Conduct

Examples of conduct and/or actions prohibited under this policy include, but are not limited to:

1. Name calling, stories, jokes, written materials, pictures that are lewd, vulgar, or profane, or objects that are offensive to one's gender, race, color, national origin, religion, or disability;
2. Unwanted touching, sexual advances, requests for sexual favors, and spreading sexual rumors;
3. Being subjected to unwelcome sexual remarks in the context of the workplace;

4. Impeding the work of an employee by questioning the ability to do the required work based on the gender, race, color, religion, national origin or disability of the employee; and
5. Limiting access to tools based on the employee's gender, race, color, religion, national origin or disability.

Disciplinary Action

Employees who engage in harassment/discrimination of another employee or a student on the basis of any of the areas mentioned above shall be subject to disciplinary action including but not limited to termination of employment. See Policy 3.162 (certified) and Policy 3.262 (classified) for appropriate reporting and Investigations and Appeals forms.

Employee Grievance

Employees are entitled to the opportunity to have complaints or problems addressed and resolved by their supervisor in an orderly manner and within a reasonable time frame. Complaints and problems should be initially addressed at each level of the chain of command from the point of origin.

Every employee shall have the right to appeal administrative decisions to the next higher level, and finally, to the Board. The Board will hear (consider) grievances only after unsuccessful resolution by the employee's supervisor. It should be noted that administrative decisions concerning the appointment, suspension, dismissal, promotion, demotion, or transfer of employees shall be made only by the Superintendent, and may not be appealed to the Board. Employees may also participate in a formal "grievance" procedure that is governed by Board policies and regulations.

A summary of the grievance procedure printed below, and copies with specific timelines and forms may be obtained in the Central Office, each school office or the district internet web site.

Procedures

Employees wishing to initiate a formal grievance about an alleged violation of a constitutional, statutory, or regulatory provision, Board policy, administrative rule, or procedure shall use a Grievance Initiation Form.

Conditions

1. All grievances are individual in nature and must be brought by the individual.
2. All grievance proceedings shall be conducted outside the regular school day and at a time and place mutually agreed upon.
3. The grievant shall be permitted to have one (1) representative.
4. To the extent possible, all attendant records shall be considered private information and separate from the individual employee's folder. All records will be kept for a minimum of three (3) years.
5. No reprisal shall be taken against any aggrieved person because of the filing of a grievance.
6. An employee may grieve misapplication of Board policies, administrative rule or procedure relative to the specific job description or employment contract of the

employee filing the grievance.

Time Limits

1. Grievances must be initiated by the individual grievant within ten (10) working days of the incident prompting the filing of the grievance.
2. Days referred to in the grievance initiation form shall be working days, except for any days which are designated as holidays, professional meeting days, national, state, or local disaster or mourning days and any days during the school term on which schools are closed.
3. The time limits stated in various sections of these procedures may be extended by mutual consent of the Board, its authorized agents, and the grievant.
4. If no extension occurs and the grievant does not file an appeal to the next level within ten (10) working days of receiving a response, the grievance shall be considered to have been settled and terminated at the previous level, and the answer given at that level shall stand.

Superintendent's/Designee's Involvement

1. When appropriate, the grievant shall give his/her communication directly to the Superintendent, thus bypassing 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 cannot be effectively communicated at a level or in those instances where the nature of the grievance would require the initial response of the Superintendent.
2. The Superintendent reserves the right to redirect the communicator to the appropriate level.
3. If the employee, after reviewing the Superintendent's response, desires direct communication with the Board of Education, the employee may present his/her written communication to the Superintendent for transmittal to the Board of Education, or notify the Superintendent ten (10) working days prior to the meeting of the Board at which the employee wishes the grievance presented. Employees are not authorized to contact Board members individually about grievances.

The Board shall consider grievances concerning personnel actions in accordance with parameters set out in policy.

4. If the Board decides to review the grievance, the employee will then be afforded an opportunity to appear before the Board at the next regular meeting for relevant discussion of the employee's communication. If the employee does not wish to make a verbal presentation, the employee's right to refrain from such activity will be respected.
5. The Superintendent or the grievant shall present the communication to the Board of Education at its next regularly scheduled meeting.

6. The Board of Education will consider the grievance, and will provide the employee a written response within ten (10) working days after the next regularly scheduled meeting of the Board, following the meeting of the Board at which the grievance was initially presented. The decision of the Board of Education shall be final.

PROFESSIONAL DEVELOPMENT

Four (4) days of local professional development training approved by the Department of Education shall be included in the school term for certified staff and two (2) days for the opening and closing of school may be included in the school term for certified staff. The number of professional development days, opening and closing and holidays shall not exceed (10) days in a 187-day school term for certified staff. The twenty-four (24) hours of professional development required by statute shall be completed by June 1 of each school year, or repayment for the appropriate amount of hours will be deducted from the individual's pay check.

The four professional development days shall be provided in the following manner:

1. Four (4) days of professional development shall be determined by a needs assessment conducted at each school. Sessions that address those needs will be made available to the certified staff on the four (4) professional development days in the calendar.
2. The district may require attendance for one of the four days to address district-wide issues for all personnel.
3. Three of the required four (4) days may be taken in a flexible mode if it addresses the needs established at each school through the needs assessment so that the staff can individualize their training experiences.
4. Flexible professional development credit, identified by a compiled needs assessment, may be earned in the following ways:
 - a. Participation in local workshops or other approved training.
 - b. Attendance at state/regional conferences/meetings.
 - c. School-based activities.
 - d. Central office assigned activities.

Flexible Professional Development Guidelines:

1. Authorization and Documentation
 - a. Attendance at professional development events must be documented.
 - b. Professional development events require the approval of the school coordinator, district coordinator and the superintendent prior to attendance. This is done in written form.
 - c. Professional development forms must be submitted to the central office five days prior to the event.
 - d. The event must be directly related to the present area of instructional or administrative responsibility.

2. Guidelines for credit:
All professional development must focus on the following areas:
 - a. Goals/Valued Outcomes/Assessment
 - b. School-based decision making
 - c. Curriculum Development
 - d. Primary Programs
 - e. Educational Technology
 - f. Research-based instructional strategies
 - g. Diverse population
3. Other considerations:
 - a. Sickleave or emergency leave may not be substituted for flexible Professional development days unless the employee signs the affidavit attesting to the illness or emergency.
 - b. Credit may not be earned for assignments which are considered part of usual responsibilities.
 - c. It is the responsibility of all certified personnel to satisfy and properly document their professional development activities, notifying the Curriculum office as to flexible non-flexible status.
 - d. Failure to satisfy professional development requirements will result in corresponding loss of pay.
 - e. Follow-up forms must be submitted for all professional development activities.
4. Exceptions:
Any exceptions to these guidelines will require prior approval of the superintendent or director of curriculum.

By November 1, annually, a minimum of one (1) hour of training on how to respond to an active shooter situation shall be required for all District employees with job duties requiring direct contact with students. In addition, all employees having direct contact with students in grades six (6) through eight (8) shall complete a minimum one (1) hour of high-quality suicide prevention training, including the recognition of signs and symptoms of possible mental illness. **09.22**

Supervision Responsibilities

While at school or during school-related or school-sponsored activities, students must be under the supervision of a qualified adult at all times. All District employees are required to assist in providing appropriate supervision and correction of students. **09.221**

Grading System

The grading periods will be nine (9) weeks in length at all levels of instruction. These periods will be supplemented with a parent-teacher conference as needed.

There will be no letter grades for children in the primary block. There will be several statements in each content area where teachers will indicate the kind of growth that is

taking place in relation to each child's developmental level.

At the intermediate, middle, and high school levels, the following district-wide grading scale is in effect:

A	90-100%	D	60-69%
B	80-89%	F	59% or Below
C	70-79%		

Teacher judgment should also be a part of arriving at a final grade, especially at the lower end. If the student is putting forth his/her best efforts but remains, below 59%, this should be given consideration.

Teacher comments to parents on the reporting instrument are especially helpful in better understanding a student's growth. If a child's growth begins to be of concern to the teacher, the parents should be notified through a conference. If this is done at the right time, the problem can be corrected before it becomes serious.

Every effort should be made by both teacher and principal to see that each student's evaluation is copied accurately on the permanent record cards. This is important at all grade levels.

Grades of students shall not be reduced as a disciplinary measure. Failing grades shall be given for any period of unexcused absence. Excused absence entitles a student to a reasonable period of time to complete the make-up work.

Access to Electronic Media

(Acceptable Use Policy)

The Board supports reasonable access to various information formats for students, employees and the community and believes it is incumbent upon users to utilize this privilege in an appropriate and responsible manner as required by this policy and related procedures, which apply to all parties who use District technology.

Safety Procedures and Guidelines

The Superintendent shall develop and implement appropriate procedures to provide guidance for access to electronic media. Guidelines shall address teacher supervision of student computer use, ethical use of electronic media (including, but not limited to, the Internet, e-mail and other District technological resources), and issues of privacy versus administrative review of electronic files and communications. In addition, guidelines shall prohibit utilization of networks for prohibited or illegal activities, the intentional spreading of embedded messages, or the use of other programs with the potential of damaging or destroying programs or data.

Students shall be provided instruction about appropriate online behavior, including interacting with other individuals on social networking sites and in chat rooms and cyberbullying awareness and response.

Internet safety measures, which shall apply to all District-owned devices with Internet access or personal devices that are permitted to access the District's network, shall be implemented that effectively address the following:

- Controlling access by minors to inappropriate matter on the Internet and World Wide Web;
- Safety and security of minors when they are using electronic mail, chat rooms, and other forms of direct electronic communications;
- Preventing unauthorized access, including "hacking" and other unlawful activities by minors online;
- Unauthorized disclosure, use and dissemination of personal information regarding minors; and
- Restricting minors' access to materials harmful to them.

A technology protection measure may be disabled by the Board's designee during use by an adult to enable access for bona fide research or other lawful purpose.

The District shall provide reasonable public notice of, and least one (1) public hearing or meeting to address and communicate its initial Internet safety measures.

Specific expectations for appropriate Internet use shall be reflected in the District's code of acceptable behavior and discipline, including appropriate orientation for staff and students.

Agreement Contract

A written parental request shall be required prior to the student being granted monitored independent access to electronic media involving District technological resources.

The required agreement contract, which shall specify acceptable uses, rules of on-line behavior, access privileges and penalties for policy/procedural violations, must be signed by the parent or legal guardian of minor students (those under 18 years of age) and also by the student.

This document shall be kept on file as a legal, binding document. In order to modify or rescind the agreement, the student's parent/guardian (or the student who is at least 18 years old) must provide the Superintendent with a written request.

Employee Use

Employees shall not use a code, access a file, or retrieve any stored communication unless they have been given authorization to do so. (Authorization is not required each time the electronic media is accessed in performance of one's duties.) Each employee is responsible for the security of his/her own password.

Employees are encouraged to use electronic mail and other District technology resources to promote student learning and communication with the home and education-related entities. If those resources are used, they shall be used for purposes directly related to work-related activities.

Technology-based materials, activities and communication tools shall be appropriate for and within the range of the knowledge, understanding, age and maturity of students with whom they are used.

District employees and activity sponsors may set up blogs and other social networking accounts using District resources and following District guidelines to promote communications with students, parents, and the community concerning school-related activities and for the purpose of supplementing classroom instruction.

Networking, communication, and other options offering instructional benefits may be used for the purpose of supplementing classroom instruction and to promote communications with students and parents concerning school-related activities.

In order for District employees and activity sponsors to utilize a social networking site for instructional, administrative or other work-related communication purposes, they shall comply with the following:

1. They shall request prior permission from the Superintendent/designee.
2. If permission is granted, staff members will set up the site following any District guidelines developed by the Superintendent's designee.
3. Guidelines may specify whether access to the site must be given to school/District technology staff.
4. If written parental consent is not otherwise granted through AUP forms provided by the District, staff shall notify parents of the site and obtain written permission for students to become "friends" prior to the students being granted access. This permission shall be kept on file at the school as determined by the Principal.
5. Once the site has been created, the sponsoring staff member is responsible for the following:
 - a. Monitoring and managing the site to promote safe and acceptable use; and
 - b. Observing confidentiality restrictions concerning release of student information under state and federal law.

Staff members are discouraged from creating personal social networking sites to which they invite students to be friends. Employees taking such action do so at their own risk.

All employees shall be subject to disciplinary action if their conduct relating to use of technology or online resources violates this policy or other applicable policy, statutory or regulatory provisions governing employee conduct. The Professional Code of Ethics for Kentucky School Certified Personnel requires certified staff to protect the health, safety, and emotional well-being of students and confidentiality of student information. Conduct in violation of this Code, including, but not limited to, such conduct related to the use of

technology or online resources, must be reported to Education Professional Standards Board (EPSB) as required by law and may form the basis for disciplinary action up to and including termination.

Disregard of Rules

Individuals who refuse to sign required acceptable use documentation of who violate District rules governing the use of District technology may be subject to loss or restriction of the privilege of using equipment, software, information access systems or other computing and telecommunications technologies; or will be subject to the school's disciplinary procedures.

Employees and students shall be subject to disciplinary action, up to and including termination (employees) and expulsion (students) for violating this policy and acceptable use rules and regulations established by the school or District.

Responsibility for Damages

Individuals shall reimburse the Board for repair or replacement of District property lost, stolen, damaged, or vandalized while under their care. Students or staff members who deface a District web site or otherwise make unauthorized changes to a web site shall be subject to disciplinary action, up to and including expulsion and termination, as appropriate.

Responding to Concerns

School officials shall apply the same criterion of educational suitability used to review other educational resources when questions arise concerning access to specific databases or other electronic media.

Audit of Use

Users with network access shall not utilize District resources to establish electronic mail accounts through third party providers or any other nonstandard electronic mail system.

The Superintendent/designee shall establish a process to determine whether the District's education technology is being used for purposes prohibited by law or for accessing sexually explicit materials. The process shall include, but not be limited to:

1. Utilizing technology that meets requirements of Kentucky Administrative Regulations and that blocks or filters Internet access for both minors and adults to certain visual depictions that are obscene, child pornography, or, with respect to computers with Internet access by minors, harmful to minors;
2. Maintaining and securing a usage log; and
3. Monitoring online activities of minors.

Section

2

Benefits and Leave

Insurance

The Board provides unemployment insurance, workers' compensation and liability insurance for all employees. In addition, the state of Kentucky provides group health and life insurance to employees who are eligible as determined by Kentucky Administrative Regulation. **03.124/03.224**

Salary Deductions

The Russell Independent School District makes all payroll deductions required by law. With the commitment of at least ten employees, district staff may choose from optional payroll deductions. District Personnel/Payroll Clerk can provide a full listing. The following are some examples of available payroll deductions:

- Health/life insurance program
- 403B program
- Credit Union
- Deferred Compensation
- Various fitness centers
- AAA
- Cancer
- Long-term Disability

Cafeteria Plan

The Russell Independent School District offers employees a cafeteria plan of benefits. Open enrollment to the plan occurs each February. Questions should be addressed to the Central Office. **03.1213/03.2212**

Expense Reimbursement

School personnel may be reimbursed for travel that is required as part of their duties or for school-related activities approved by the Superintendent/designee. Allowable expenses include mileage (state-approved quarterly mileage rate), gasoline used for Board vehicles, tolls (for out-of-state travel) and parking fees, car rental, fares charged for travel on common carriers (plane, bus, etc.), food (per diem), and lodging. Receipts must accompany requests for reimbursement. Reimbursement for meals will only be for overnight trips. Meals will be reimbursed at a per diem rate of thirty (\$30) dollars per day with an overnight stay. Overnight travel forms are due within one week and in-district forms are due within 30 days of the occurrence. **03.125/03.225**

Annual Leave and Holidays

All certified employees and classified employees who work 187 days per year or more are paid for four (4) annual holidays as indicated in the school calendar. **03.122/03.222**. All twelve-month employees are eligible for additional holidays as referenced in policy 03.222.

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

Full-time, twelve-month classified personnel shall be granted six (6) days of vacation after one full year of employment and twelve days per year thereafter. After fifteen (15) years of service with the District, an additional three (3) days of vacation shall be granted to full-time, twelve-month classified employees. Vacation days shall be pro-rated at the rate of one-half (1/2) day per month worked during the first full year and one (1) day per month thereafter. Vacation days may be taken after the close of the student school year and ten (10) business days prior to the opening student day of the next school year. Annual leave must be approved by the immediate supervisor of the employee. All accumulated vacation days in excess of five (5) days must be taken prior to ten (10) days of the opening of the next basic school year. Vacation days earned but not taken prior to separation from employment will not be compensated to the employee.

Leave Policies

In order to provide the highest level of service, employees are expected to be at work and on time every day. However, when circumstances dictate, the Board provides various types of leave under which absences may be authorized. Employees who must be absent should inform their immediate supervisor as soon as possible.

Listed below is general information regarding several types of leave available to employees. Please note that in many cases a written request, submitted for approval before leave begins, is required.

Employees on extended leave who plan to return the next school year must notify the Superintendent/designee in writing of their intention to return to work by April 15 of the year the leave terminates. **03.123/03.223**

For complete information regarding leaves of absence, refer to the District's *Policy Manual*.

Personal Leave

All full-time certified and twelve-month classified employees of the Russell Independent School District shall be entitled to three (3) days of personal leave per school year without loss of salary and without affecting emergency leave or sick leave. Less than twelve-month classified employees shall be entitled to two (2) day of personal leave per school year. Persons employed on a full year contract but scheduled for less than a full workday shall receive the authorized personal leave days equivalent to their normal working day. This leave may be used

subject to the following guidelines:

1. The Superintendent or designee must approve the leave date, but no reasons shall be required for the leave. Approval shall be contingent upon the availability of qualified substitute employees. Those employees making the earliest application shall be given preference.
2. No more than 5% of the system's certified employees may take personal leave on a given day. If requests exceed 5%, those making the earliest application will be given preference.
3. Employees taking personal leave must file a personal affidavit on their return to work stating that the leave was personal in nature.
4. On June 30, all personal leave days not taken during the current school year shall be transferred and credited to the employee's accumulated sick leave account.

03.1231/03.2231

Sick Leave

Full-time employees are entitled to ten (10) days of paid sick leave each school year. Employees who work extended schedules shall be entitled to one (1) additional day for each month or portion thereof. Part-time employees or employees who work for less than a full year are entitled to a prorated part of the authorized sick leave days. Sick leave days not taken during the school year they were granted accumulate without limit for all employees. Upon return to work, the employee must file a personal affidavit on the appropriate school form stating the employee was ill, was absent for the purpose of attending to a member of the immediate family who was ill, or to mourn a member of the employee's immediate family. Please be aware, that the signed affidavit is documentation of an absence related to sickness. Submitting said affidavit with the absence being of purpose other than illness constitutes perjury and is subject to disciplinary action in accordance with policy up to and including dismissal. **03.1232/03.2232.**

See the "Retirement" section for information about reimbursement for unused sick leave at retirement.

Emergency Leave

Full-time employed certified and twelve-month classified employees shall be entitled to two (2) days Emergency Leave per year with pay. Less than twelve-month classified employees shall be entitled to one (1) day of emergency leave per school year.

Persons employed for less than a full year contract shall receive a prorated part of the authorized emergency leave days calculated to the nearest one-half day. Persons employed on a full year contract but scheduled for less than a full workday shall receive the authorized emergency leave day equivalent to their working day.

The Kentucky Court of Appeals has held that an "emergency" is an event or combination of events that calls for immediate action.

Emergency days shall be for the following reasons:

Death of a relative or personal friend.

Emergencies such as automobile accidents and home and family emergencies that require immediate attention. This applies only in cases not covered by sick leave. (See Policy 03.1231)

Court appearances when the employee's presence is required. This is not to include jury duty. (See Policy 03.1237)

Such other reasons of an emergency or extraordinary nature as approved by the Superintendent or designee.

Emergency leave must be requested through the Superintendent or designee who will determine if the leave requested meets the Board's criteria.

Persons taking emergency leave must file a personal affidavit on their return to work stating the specific reasons for their absence.

On June 30, all emergency leave days not used during the current school year shall be transferred and credited to the employee's accumulated sick leave account.

Sick Leave Donation Program

Employees who have accumulated more than fifteen (15) days of sick leave may request to donate sick leave days to another employee authorized to receive the donation. Employees may not disrupt the workplace while asking for donations.

Applications to donate sick leave should be returned to the Superintendent/Designee.

Any sick leave that is not used will be returned on a prorated basis to the employees who donated days. **03.1232/03.2232**

Sick Leave Bank

Employees who are entitled to at least ten (10) days of sick leave from the District may voluntarily participate in the Sick Leave Bank. An eligible employee shall become a member of the Bank by donating one (1) of his/hersick leave days to the Bank. An awarded employee must pay back 100% of those days at a rate of at least one (1) day for pay-back days per approved application as long as able and employed by the system. Application for days is considered by committee as designated by the Superintendent. Please see the Board policy for further explanation of eligibility and criteria. **03.12321/03.22321**

Family and Medical Leave

In compliance with the Family and Medical Leave Act of 1993 (FMLA) and under procedures developed 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, as defined by federal law;
3. For an employee's own serious health condition, as defined by federal law that makes the employee unable to perform the employee's job;
4. To address a qualifying exigency (need) defined by federal regulation arising out of the active duty or call to active duty of a covered family member (spouse, son, daughter, parent or next of kin) in the Armed Forces in support of a contingency operation; and
5. To care for a covered family member as defined who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces that may render the family member medically unfit to perform duties of his/her office, grade, rank or rating.

Employees requesting leave for any of the above reasons shall be notified that such leave qualifies for, and shall be counted toward, family and medical leave entitlement. Requests for family and medical leave shall be made in writing. Leave may be delayed if the employee does not provide proper notice (30 days advance notice for a foreseeable leave); otherwise, notice shall be within five days after the need becomes known. Employees are eligible for up to twelve (12) workweeks of family and medical leave per rolling twelve-month period measured backward from the date an employee uses an FMLA leave. Employees must be employed by the District for twelve (12) months and have worked at least 1,250 hours during the twelve (12) months preceding the start of the leave. Full-time teachers are assumed to have worked at least 1,250 hours during a school year. In situations involving both the Americans with Disabilities Act (ADA) and FMLA, the District shall apply the law affording the employee the greater benefit. For returning veterans, hours worked for the District shall be combined with hours they would have worked during the twelve (12) month period had they not been called for military service.

Paid leave used by the employee under this policy shall be subtracted from the twelve (12) workweeks to which the employee is entitled. When the health condition of an employee or family member qualifies for use of sick leave, 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. (This requirement shall not apply to employees taking worker's compensation leave). However, when an employee's work-related injury/medical state qualifies as a serious health condition, worker's compensation leave shall be subtracted from the

twelve (12) workweek entitlement. Entitlement to family and medical leave for birth or placement of a child shall expire twelve (12) months after the date of such birth or placement. When caring for a service member's recovery an eligible employee may take up to twenty-six (26) workweeks of leave during a single twelve-month period.

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. Depending on the date family and medical leave is to begin, instructional employees as designated by federal regulation may be required to continue on leave until the end of the school term to avoid disruption. Exception: The limit on combined leave shall be twenty-six (26) workweeks when both husband and wife are employed by the District and are eligible for leave that involves a covered Armed Forces member. Unused family and medical leave shall not accumulate from year to year.

Family and medical leave may be taken intermittently (when medically necessary) or on a reduced hours basis. 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 unpaid family and medical leave.

When family and medical leave is taken due to an employee's own serious medical condition, the employee shall provide fitness-for-duty certification before returning to work. Upon return to work, the employee shall be entitled to his/her same position (or an equivalent position with equivalent pay) with corresponding benefits and other terms and conditions of employment. The District shall notify employees of family and medical leave provisions by posting appropriate notices in conspicuous places in the Central Office and each worksite.
03.12322/03.22322

Assault Leave

The District shall provide leave with pay for employees assaulted while performing their assigned duties when the assault results in injuries that qualify the employee for workers' compensation benefits. The period of leave shall not exceed one (1) calendar year following the assault. During that period, the employee shall not experience loss of income or benefits including sick leave, under terms and conditions set forth in KRS 156.026. **03.123/03.223**

Maternity Leave

Employees eligible for family and medical leave are entitled to up to twelve (12) workweeks of unpaid leave to care for the employee's child after birth or placement of a child with the employee for adoption or foster care. An employee may use up to thirty (30) days of paid sick leave on the first thirty (30) working days of that twelve (12)-week period without a physician's statement. Additional paid sick leave days may be taken when the need is verified by a physician's statement.

The parent of a newborn or an employee who adopts a child may also request an unpaid leave of absence not to exceed the remainder of the school year. Thereafter, leave may be extended in increments of one (1) year. **03.1233/03.2233**

Extended Disability Leave

Unpaid disability leave for the remainder of the school year is available to employees who qualify. Thereafter, leave may be extended by the Board in increments of no more than one (1) year.

The Superintendent may require an employee to secure a medical practitioner's verification of a medical condition that will justify the need for disability leave. **03.1234/03.2234**

Educational Leave

Certified Employees: The Board may grant unpaid leave for a period no longer than 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. Leave will not be granted for part-time educational activities.

Written application for educational/professional leave must be made at least sixty (60) days before the leave is to begin. **03.1235**

Classified Employees: Upon recommendation by the Superintendent, the Board may grant short-term paid leaves to classified employees for training necessary to enhance skills required for their jobs or in anticipation of a different position within the school system. **03.2235**

Jury Leave

Any employee who serves on a jury in local, state or federal court will be granted paid leave (minus any jury pay, excluding expense reimbursement) for the period of her/his jury service. Employees who will be absent from work to serve on a jury must notify their immediate supervisor in advance. **03.1237/03.2237**

Military/Disaster Services Leave

Military leave is granted under the provisions and conditions specified in law.

Employees who are members of the National Guard or of any reserve component of the Armed Forces of the United States, or the reserve corps of the United States Public Health Service shall be entitled to military leave, without loss of time, pay, regular leave, impairment of efficiency rating, or of any other rights or benefits to which they are entitled. In any one (1) federal fiscal year, employees, while on military leave, shall be paid their salaries or compensations for a period or periods not exceeding twenty-one (21) calendar days. Any unused military leave in a federal fiscal year shall be carried over to the next year. Any unused military leave shall expire two (2) years after it has accrued. As soon as they are notified of an upcoming military-related absence, employees are responsible for notifying their immediate supervisor.

The Board may grant disaster services leave to requesting eligible employees. An “eligible employee” means one who is certified disaster services volunteer of the American Red Cross. Disaster services leave shall be with pay and shall not exceed thirty (30) work days in any twelve (12) month period. **03.1238/03.2238**

Unpaid Leave

Under procedures developed by the Superintendent, the Board may grant unpaid leave, for a period of time not to exceed the remainder of the school year, provided the leave is for educational or professional purposes, or for illness, maternity, adoption of a child or children, or other disability. Requests for unpaid leave must be made in writing and submitted to Superintendent designee. Employee must have the approval from the superintendent/designee prior to the date the unpaid leave begins. **03.123/03.223**

Benefits

Health Insurance

Several hospitalization and/or health maintenance organization insurance plans are available. The state of Kentucky provides a single policy for full-time (.7 or more for certified and 4 hours per day for classified) employees. Most plans call for a supplemental premium for the policy. Supplemental premiums shall be paid through payroll deduction. Forms for indicating the desired health insurance coverage shall be completed upon employment. Changes can be made during open enrollment each year. Those electing no policy may participate in a flexible medical reimbursement plan as provided by the state of Kentucky.

Medicare

The United States Congress has elected to place all new teachers under mandatory Medicare coverage. Certified teachers hired after April 1986 in the school district and all classified employees must have a deduction for Medicare withheld. This regulation also applies to all substitute employees. The current deduction rate is 1.45%.

Life Insurance

A \$20,000.00 life insurance policy is provided for each full-time employee by the State. Beneficiary and enrollment cards must be signed and are available from the Business Office. There is no charge to the employee for this policy. Supplemental premiums for additional term insurance at group rates may be paid through payroll deduction.

Workers Compensation

All employees are covered by worker's compensation insurance. Any employee having an accident while working should contact his/her immediate supervisor immediately. If your supervisor is unavailable or if your injury occurs after normal business hours, call the Director of Health Services or Finance. Employees who qualify for Worker's Compensation shall be

offered the opportunity to participate in the District's Early Return to Work Program.

Liability Insurance

Liability insurance is provided for all employees. The coverage includes litigated liability damages against school system employees for bodily injury and/or property damage resulting from actions of the employee. The insurance coverage requires the employee to notify the Finance Office immediately after the employee becomes aware of the potential for a liability

OSHA

The Occupational Safety and Health Act established by the Kentucky Department of Labor promotes the safety, health, and general welfare of all employees within the Commonwealth through the prevention of job-related injuries and illnesses. Employees of the Board of Education have the following responsibilities concerning OSHA:

1. To comply with standards, applicable rules, regulations, and orders issued in accordance with the Act,
2. To report any safety or health hazard, apparent or developing, to the proper authority in the work place,
3. To report to the Director of Buildings and Grounds any job-related injury or illness as can be immediately and accurately completed. The Hepatitis B Vaccine is offered to Russell Independent School employees who are considered at-risk at no cost to the employee. The Blood Borne Pathogen Exposure Control Plan is revised annually and available upon request.

Teacher Retirement System (TRS)

TRS membership is mandatory for all persons in eligible agencies that perform services required by a certified staff member, including substitute teachers. Membership is also available for employees who have graduated from a four (4) year college or university as a condition of employment.

Contributions for the retirement system are made through payroll deduction. For all qualifying employees hired before January 1, 2022, the certified employee deduction rate is 12.855% of employee gross salary. For income tax purposes, this retirement deduction is tax deferred. No federal or state income tax is paid on the retirement deduction until it is received at retirement. Members with at least five years of current Kentucky service who are age 55 or greater are eligible to retire with no reduction in monthly annuity. Members who have 27 years of Kentucky service may retire without reduction of benefits regardless of age. In order to be entitled to a full year of service credit in the Kentucky Teacher's Retirement System, a teacher may miss no more than five days without pay per school year. Sick leave valued at 30% of the members' final compensation is included in the final average salary as part of the members' TRS retirement payout. The service credit missed may be repurchased, but such repurchasing must take place before December 31.

Upon application, a teacher leaving the profession prior to eligibility for retirement can receive a refund of his/her accumulated contributions.

Beginning January 1, 2022, all new TRS members will be placed into a new retirement plan under TRS. The new plan is a defined benefit plan with a supplemental component that allows voluntary contributions above the mandatory amounts by either the member or the District. Contributions are tax deferred. Sick leave lump sum payments are not part of the final average salary. As of the printing of this manual, the deductions related to the new plan have yet to be determined.

Please contact TRS if you have additional questions. Relevant information may be found at the website at <https://trs.ky.gov/> or by calling 1-800-618-1687.

Classified Retirement System

Classified employees are required to pay into the Federal Social Security Retirement system. Contributions to the Social Security System are made through payroll deductions. The current deduction rate is 6.2% for Social Security plus 1.45% for Medicare. Classified employees are also required (if employed 4 hours per day or more) to contribute to the County Employees Retirement System. Contributions to the retirement system are made through payroll deduction. For most of our classified employees, the deduction rate is 5.0% of employee gross salary. For those who join CERS on or after September 1, 2008 the deduction rate is 6%. The Board's matching contribution rate is in accordance with state regulations. For income tax purposes, this retirement deduction is tax deferred. No federal or state income tax is paid on the retirement deduction until it is received at retirement.

If an employee terminates prior to retiring, he/she may withdraw the amount contributed plus interest earned by making application to the system.

Questions concerning the Retirement System may be directed to The Kentucky Retirement System, Perimeter Park West, 1260 Louisville Road, Frankfort, Kentucky 40601. Phone: 1-800-928-4646 or website <https://kyret.ky.gov/>.

To implement the payment process in an efficient manner, it is the responsibility of all employees to provide the necessary information and documentation to the Finance Office. (New employees shall not be paid until health records, criminal records check, and all other required documents are on file in the personnel office.)

Voluntary payroll deductions, i.e., family health insurance, credit union, United Way contributions, and annuities are administered through the Finance Office. It is the responsibility of the employee to notify the Finance Office of any and all voluntary deductions. Payroll deductions are pro-rated and can be withheld from a varying number of pay periods during the school year and are dependent upon specified deduction. A new payroll deduction must have contracts with a minimum of ten (10) employees.

Payroll Information

Cafeteria Plan

The Board of Education has adopted a plan that qualifies as a "cafeteria plan" as defined by the Revenue Code. This plan provides a tax savings to any full-time employee who has payroll deductions for hospitalization, life, cancer, dental and/or disability insurance. The deducted amount, if any, is not subject to federal or state taxes and therefore increases net "take home"

pay accordingly. The gross salary reported on each employee's year-end W-2 form will be reduced by the amount of the above-mentioned deductions. Forms to sign up for this Cafeteria Plan will be made available to each employee at the beginning of employment and at the beginning of each school year.

Tax-Deferred Annuities and 403(b) Plan

A payroll deduction plan is available for employees who wish to participate in a tax-deferred annuity or a 403(b) plan. To start a tax-deferred annuity, contact Central Office.

Tax-sheltered annuity companies must have contracts with a minimum of ten (10) employees in order to have payroll deductions.

Federal and State Taxes

Federal and State deductions are withheld from your pay according to information furnished to the Business office on Form W-4 and K-4 designating marital status and number of exemptions. This information can be changed when necessary by completing a new copy of either of the forms. We do not withhold for out-of-state taxing jurisdictions.

Unemployment Insurance

The Russell Independent Board of Education pays unemployment insurance on all employees. Should you be unemployed through no fault of your own, you would be eligible for unemployment insurance benefits. Applications for unemployment benefits should be made to the Division of Unemployment Insurance. Regularly scheduled non-working periods such as Christmas, spring break, or summer do not qualify as unemployment periods.

Credit Union

The Russell Independent Board of Education is a member of the Greenup County Federal Credit Union and Commonwealth Credit Union. All full-time employees are eligible to become a member of the credit union and have regular payroll deductions for either savings or a loan. To become a member of the credit union, please contact the Business Office for information.

Flexible Benefit Plan

All full-time employees are eligible to participate in a flexible benefit plan. Information concerning this plan will be available to all employees during the open enrollment period.

United Way

The Russell Independent School System participates in the United Way fund raising campaign annually. The Community Relations Director serves as contact person for United Way and serves as liaison between schools and the United Way Chairperson. Your support of United Way is entirely confidential and voluntary. No record of whether or not you contribute (or how much) is kept by the district, except as needed for payroll deduction if requested.

Athletic Passes

Non-transferable ID's will be issued to all full-time employees. These passes will grant employees admission to all athletic events for the regular season (does not include tournaments or post regular season events). Spouses and children of employees are not admitted free. (Children who are under the age of five are not charged.) The ID card will generally be issued at the time you sign up for benefits at the beginning of your employment, or due to change of job location or position.

On-Line Payroll Information

All employees have access to payroll and W-2 information via the District's website from the "E-Stub" link. The employee identification number and social security number allows initial access to the website. A password established by the employee replaces the social security number for log-in purposes. In lieu of a stub, employees access their payroll information in this manner.

Section

3

Personnel Management

Transfer

Requests from certified staff for transfers shall be submitted in writing to the Superintendent on or before April 15. **03.1311**

Employee Discipline

Termination and nonrenewal of contracts is the responsibility of the Superintendent. **03.17/03.27/03.2711**

Certified employees who resign or terminate their contracts must do so in compliance with KRS 161.780.

Retirement

Employees who decide to retire should give the Superintendent/designee notice as far in advance as possible, but no later than two (2) weeks before retirement. Retirement benefits are solely a matter of contract between the employee and her/his retirement system (the Kentucky Teacher's Retirement System or the County Employee's Retirement System).

The Board compensates employees at retirement for each unused sick day at the rate of thirty (30) percent of the daily salary, based on the employee's last annual salary. **03.175/03.273**

Evaluations

All employees are given an opportunity to review their evaluations and an opportunity to attach a written statement to the evaluation. Any employee who believes that he/she was not fairly evaluated may appeal his/her evaluation in accordance with Policy. **03.18/03.28**

Instructional Leaders

Required Training Hours: Instructional leaders, including Supervisors of Instruction, Principals, Assistant Principals, Guidance Counselors, and Director of Special Education, or other administrative positions requiring certification, shall participate in a continuing intensive training program.

Each school year, each instructional leader shall complete no less than twenty-one (21) hours in an intensive training program approved by the Kentucky Board of Education. Also, a minimum of twelve (12) hours of evaluation training will be required. Completion of all required hours shall be reported to the Professional Development Coordinator.

Probation: Failure to participate shall result in a one-year probation. Those instructional leaders who fail to complete the training hours for the prior year and current year during the probation period shall have their administrative certificate revoked by the Education Professional Standards Board.

Student Teachers

The Board enters into cooperative agreements, including financial arrangements with colleges and universities for the purpose of providing professional laboratory experiences and student teaching experiences for students preparing for the education profession. A student teacher shall have the same legal status and protection as a certified teacher employed within the school district and shall be responsible to the principal of the school and the supervising teacher to whom he/she is assigned. A criminal records check shall be conducted on all student teachers.

Substitutes

The Central Office shall maintain a list of qualified substitutes for teachers and for classified personnel. The lists shall be updated on a regular basis. Substitutes shall observe the same hours of duty as the teacher or classified employee for whom he/she is substituting. Substitutes shall be paid based on a substitute salary schedule approved by the Board. The District shall conduct a criminal records check on all substitutes as required by KRS 160.380.

Both certified and classified substitute positions will be filled utilizing the Aesop program on our district website. Please contact the central office in order to enroll in Aesop.

Teachers' Aides

The superintendent may employ teachers' aides for supplemental instructional and non-instructional duties in the education program in positions authorized by the Board. Teacher's aide means an adult school employee who works under the direction of the professional administrative and teaching staff, within the limitations of training and competency, certain instructional and non-instructional functions in the school program. All teachers' aides shall meet the qualifications listed in the job descriptions and shall also include the following:

1. Must have a high school diploma or GED certificate.
2. All aides are required to pass a paraprofessional test as required by the Superintendent and/or State Department of Education.
3. Must have completed professional development training.
4. Must pass annual evaluation.

Teachers' aides shall be under the direct supervision of certified teachers. Each employee shall have a job description that limits assigned duties to the scope of the individual's competencies. The supervisory teacher shall utilize the evaluation process to assure the opportunities for professional growth of the teacher's aide.

Volunteers

Volunteers are encouraged to use their time and effort to support school and district programs. All volunteers shall provide assistance only under the direct supervision of a district employee. Volunteers, who assist in the district on a schedule/continuing basis, shall be provided with the same liability insurance coverage as an employee and shall be provided with information detailing responsibilities and expectations. A national and state criminal records check shall be conducted on all registered volunteers.

School Dude

The District maintains a work order system through schooldude.com, for maintenance and transportation. If you have a request in these areas, please access the program via our District website. Your request will be directed to your immediate supervisor. For maintenance, the order is forwarded to the Facilities Director for final authorization and assignment. Life safety events shall be reported directly to the Maintenance Supervisor or Facilities Director, and not reported via School Dude.

The transportation system will be used to facilitate all field trip requests. The request will be forwarded to the Transportation Director for final authorization and driver coordination.

Section

4

Employee Conduct

Absenteeism/Tardiness/Substitutes

Employees are expected to notify their immediate supervisor when they must be tardy or absent. Staff in positions requiring substitutes must contact their immediate supervisor and request a substitute for the day.

Disrupting the Educational Process

Any employee who participates in or encourages activities that disrupt the educational process may be subject to disciplinary action, including termination.

Behavior that disrupts the educational process includes, but is not limited to:

1. conduct that threatens the health, safety or welfare of others;
2. conduct that may damage public or private property (including the property of students or staff);
3. illegal activity;
4. conduct that interferes with a student's access to educational opportunities or programs, including ability to attend, participate in, and benefit from instructional and extracurricular activities; or
5. conduct that disrupts delivery of instructional services or interferes with the orderly administration of the school and school-related activities or District operations.

03.1325/03.2325

Drug-Free/Alcohol-Free Schools

Employees must not manufacture, distribute, dispense, be under the influence of, purchase, possess, use, or attempt to obtain 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.

Any employee who violates the terms of the District's drug-free/alcohol-free policies may be suspended, nonrenewed or terminated. Violations may result in notification of appropriate legal officials.

Any employee convicted of a workplace violation of drug abuse statutes must notify the Superintendent/designee of the conviction within five (5) working days. **03.13251/03.23251**

Weapons

Carrying, bringing, using or possessing any weapon or dangerous instrument in any school building, on school grounds, in any school vehicle, or at any school-sponsored activity is prohibited. Except for authorized law enforcement officials, the Board prohibits carrying concealed weapons on school property. Staff members who violate this policy are subject to disciplinary action, including termination.

Employees who know or believe that this policy has been violated must promptly make a report to the local police department, sheriff, or Kentucky State Police. **05.48**

Tobacco Products

Russell Independent Schools is completely tobacco free. The use of tobacco products, including vapor products, or other products defined by KRS 438.305, shall not be permitted on property owned or operated by the Board. **03.1327**

Use of School Property

Employees may not use any District facility, vehicle, electronic communication system, equipment, or materials to perform outside work unless otherwise approved by the Superintendent or Board. These items (including security codes and electronic records such as e-mail) are District property.

Employees may not use a code, access a file, or retrieve any stored communication unless they have been given authorization to do so. Employees cannot expect confidentiality or privacy of the information in their e-mail accounts. Authorized District personnel may monitor the use of electronic equipment from time to time.

Employees, other than bus drivers, who drive any Board-owned vehicle and/or transport students must provide the Superintendent with a copy of their driving records from the Kentucky Department of Transportation if they have received a traffic citation during the past year.

School authorities shall have the authority to conduct routine patrols of employee parking lots and to inspect the exteriors and items in plain view within interiors of employee vehicles parked on school property. School administrators shall have the authority to contact legal authorities if such routine patrols yield evidence that an employee has illegal items in his or her vehicle. **03.1321/03.2321**

Health, Safety and Security

It is the intent of the Board to provide a safe and healthful working environment for all employees. Employees should report any security hazard or conditions they believe to be unsafe to their immediate supervisor.

All employees shall be given an identification badge and key to their responsible area. The identification badge (smart card) will also be used by the employee to access their responsible building(s). A lost key will be replaced by the District at an additional cost of fifty dollars (\$50.00) to the employee. A lost badge will be replaced by the District at an additional cost of ten dollars (\$10.00) to the employee. These items are of vital importance to the health, safety and security of our District's staff and students. Please take every precaution to ensure the safety of our employees and children at all times.

For information on the District's Hazard Communication Plan and Bloodborne Pathogen Control Plan, contact your immediate supervisor or see the District's *Policy Manual* and related procedures.

Employees should use their school/worksite two-way communication system to notify the Principal, supervisor or other administrator of an existing emergency. **03.14/03.24/05.4**

COVID-19

We will follow all government regulations regarding our response to the Covid-19 pandemic. We will adhere to the guidance and requests from the Greenup County Health Department for every response necessary as related to any issue related to Covid-19. Employees may refer to <https://govstatus.egov.com/kycovid19> or <https://education.ky.gov/comm/Pages/COVID-19-Reopening-Resources.aspx>

Employee Reports of Criminal Activity

To promote the safety and well-being of students, the District requires employees to make reports required by state law in a timely manner. Supervisors and administrators shall inform employees of the following required reporting duties.

When the Principal has a reasonable belief that an act has occurred on school property or at a school-sponsored function involving assault resulting in serious physical injury, a sexual offense, kidnapping, assault involving the use of a weapon, possession of a firearm in violation of the law, possession of a controlled substance in violation of the law, or damage to the property, the Principal shall immediately report the act to the appropriate local law enforcement agency. For purposes of this section, "school property" means any public school building, bus, public school campus, grounds, recreational area, or athletic field, in

the charge of the Principal.

An administrator, teacher, or other employee shall promptly make a report in the local police department, sheriff, or the Department of Kentucky State Police, by telephone or otherwise, if:

1. The person knows or has reasonable cause to believe that conduct has occurred which constitutes:
 - a. A misdemeanor or violation offense under the laws of this Commonwealth and relates to:
 - i. Carrying, possession, or use of a deadly weapon; or
 - ii. Use, possession, or sale of controlled substances; or
 - b. Any felony offense under the laws of this Commonwealth; and
2. The conduct occurred on the school premises or within one thousand (1,000) feet of school premises, on a school bus, or at a school-sponsored or sanctioned event.

Any employee of a school or a local board of education who knows or has reasonable cause to believe that a school student has been the victim of a violation of any felony offense specified in KRS Chapter 508 committed by another student while on school premises, on school-sponsored transportation, or at a school-sponsored event shall immediately cause an oral or written report to be made to the Principal of the school attended by the victim. The Principal shall notify the parents, legal guardians, or other persons exercising custodial control or supervision of the student when the student is involved in an incident reportable under this section. The Principal shall file a written report with the local school board and the local law enforcement agency or the Department of Kentucky State Police or the county attorney within forty-eight (48) hours of the original report.

Any person who knows or has reasonable **cause** to believe that a child is dependent, neglected, or abused shall immediately cause an oral or written report to be made to a local law enforcement agency or the Department of Kentucky State Police, the cabinet or its designated representative, the Commonwealth's Attorney or the County Attorney, by telephone or otherwise. Any supervisor who receives from an employee a report of suspected dependency, neglect, or abuse shall promptly make a report to the proper authorities for investigation.

Assaults and Threats of Violence

Employees should immediately report any threats they receive (oral or written) to their immediate supervisor. Under provisions of state law (KRS 158.150) and regulation (702 KAR 5:080), school personnel may remove threatening or violent students from a classroom or from the District's transportation system pending further disciplinary action. However, before the need arises, employees should familiarize themselves with policy and procedures that are required. **09.425**

Access to Electronic Media

The Board supports the right of students, employees and community members to have reasonable access to various information formats and believes it is incumbent upon users to utilize this privilege in an appropriate responsible manner.

The Superintendent shall develop and implement appropriate procedures to provide guidance for access to electronic media. Guidelines shall address ethical use of electronic media (such as the Internet) and issues of privacy versus administrative review of electronic files and communications and shall prohibit utilization of networks for prohibited or illegal activities, the intentional spreading of embedded messages, or the use of other programs with the potential of damaging or destroying programs or data.

Employees shall use electronic mail and other District media primarily for purposes directly related to work-related activities. Employees may not use electronic media to:

1. Engage in illegal activities;
2. Promote a commercial purpose for a non-school related reason;
3. Pursue personal gain; or
4. Advance personal propaganda.

Employees shall not use a code, access a file, or retrieve any stored communication unless they have been given authorization to do so. (Authorization is not required each time the electronic media is accessed in performance of one's duties.) Each employee is responsible for the security of his/her own password.

Employees may use District electronic media for permissible purposes before or after the instructional day or assigned working hours or for brief access during break or planning periods, provided such access does not interfere with the employee's assigned duties.

Individuals who violate District rules governing the use of District technology shall be subjected to loss or restriction of using equipment, software, information access systems, or other computing and telecommunications technologies. **08.2323**

Civility

While it is not the Board's intent to deny an individual's right to freedom of expression, it has the responsibility to maintain, to the extent possible and reasonable, safe, harassment-free schools, school activities, and workplaces for students and staff and to minimize disruptions to the District's programs. The Superintendent/designee shall implement intervention and response training to notify employees of the civility policy and their corresponding responsibilities and to prepare them to deal with incidents of incivility.

Persons coming onto District property shall be under the jurisdiction of the site administrator or designee. District employees shall be courteous and helpful in interacting and responding to parents, visitors, and members of the public. In turn, individuals who come onto District property or contact employees on school or District business are expected to behave accordingly.

Specifically, actions that are discouraged and may warrant further action include, but are not limited to:

1. Cursing and use of obscenities.
2. Disrupting or threatening to disrupt school or office operations.
3. Acting in an unsafe manner that could threaten the health or safety of others.
4. Verbal or written statements or gestures indicating intent to harm an individual or property, and
5. Physical attacks intended to harm an individual or substantially damage property.

Employees who fail to observe these standards in their own behavior shall be subject to appropriate disciplinary measures, up to and including dismissal.

In cases involving physical attack of an employee or imminent threat of harm, the first priority shall be for employees to take immediate action to protect themselves and others. In absence of an imminent threat, employees shall attempt to calmly and politely inform the individual of the provisions of this policy and/or provide him/her with a copy. However, if the individual continues to behave in a discourteous and uncivil manner, the employee may respond as needed, to include but not limited to, the following options:

1. Hang up on caller;
2. End a meeting;
3. Ask the individual to leave the school;
4. Call the site administrator or designee for assistance; and/or
5. Call the police.

Employees may submit to their immediate supervisor, as soon as possible, a written incident report for all occurrences. The Superintendent/designee, on advice from the Board Attorney, shall determine whether an incident indicates the need for a restraining or pursuit of other legal options on behalf of the District.

Individual employees are free to pursue other legal courses of action.

Child Abuse

Any school personnel who knows or believes that a child under eighteen (18) is abused or neglected shall immediately make a report to a local law enforcement agency, the Cabinet for Families and Children or its designated representative, the Commonwealth's Attorney or the County Attorney. **09.227**

Gifts

Any gift presented to a school employee for the school's use must have the prior approval of the Superintendent/designee. After approval and acceptance, gifts become the property of the Board of Education.

No employee shall accept, for personal use, gifts from current or potential supply vendors.
03.1721/03.2721

Harassment/Discrimination

DEFINITION

Harassment/Discrimination is unlawful behavior based on race, color, national origin, age, religion, sex or disability that is sufficiently severe, pervasive, or objectively offensive that it adversely affects a student's education or creates a hostile or abusive educational environment.

Discrimination based upon race, color, national origin, age, religion, sex or disability can consist of harassment which creates a hostile environment. Examples of harassment/hostile environment include offensive conduct such as racial or ethnic slurs, racial or gender based "jokes", derogatory comments or other verbal or physical conduct based upon an individual's race, color, descent, national or ethnic origin, age, religion, sex or disability. Prohibited discrimination also includes any distinction, exclusion, restriction or preference based on race, color, descent, national or ethnic origin, age, religion, sex or disability of a student which has the purpose or effect of nullifying or impairing the recognition, enjoyment or exercise on an equal footing of educational opportunities, human rights and fundamental freedom.

The provisions in this policy shall not be interpreted as applying to speech otherwise protected under the state or federal constitutions where the speech does not otherwise materially or substantially disrupt the educational process, as defined by policy 09.426, or where it does not violate provisions of policy 09.422.

PROHIBITION

Harassment/Discrimination is prohibited at all times on school property and off school grounds during school-sponsored activities. This prohibition also applies to visitors to the school, as well as students, administrators, faculty and other employees who may come into contact with students. (Acts of harassment/discrimination based on sex may be committed by persons of the same or the opposite sex.)

The Superintendent shall provide for a prompt and equitable resolution of complaints concerning harassment/discrimination.

DISCIPLINARY ACTION

Students who engage in harassment/discrimination of an employee or another student on the basis of any of the areas mentioned above shall be subject to disciplinary action including but not limited to suspension and expulsion. Employees who engage in harassment/discrimination of a student or another employee in contravention of this policy shall be subject to disciplinary action, including but not limited to suspension without pay and termination of employment.

REPORTING & GUIDELINES

Students who believe they or any other student, employee, or visitor is being or has been subjected to harassment/discrimination shall, as soon as reasonably practicable, report it. In each school building, the Principal is the person responsible for receiving reports of harassment/discrimination at the building level. Reports of harassment/discrimination may also be made directly to the Superintendent or the District Harassment/Discrimination Coordinator. Contact information for those responsible for receiving reports of Harassment/Discrimination is as follows:

1. Principal: Russell High School – Anna Chaffin, (606) 836-9658, anna.chaffin@russellind.kyschools.us
2. Principal: Russell Middle School – Shawn Moore, (606) 836-8235, shawn.moore@russellind.kyschools.us
3. Principal: Russell Primary School - Lea Ann Crager-Hillman, (606) 836-0007, leann.crager@russellind.kyschools.us
4. Principal: Russell-McDowell Intermediate School – Pamela Wright, (606) 836-8186, pamela.wright@russellind.kyschools.us
5. Harassment/Discrimination Coordinator: Joyce Moore, (606) 836-9679, joyce.moore@russellind.kyschools.us
6. Superintendent: Russell Independent School District – Sean Horne, (606) 836-9679, sean.horne@russellind.kyschools.us

Complaints of harassment/discrimination, whether verbal or written, shall lead to a documented investigation and a written report. Without a report being made to the Principal, Superintendent or Harassment/Discrimination Coordinator, the District shall not be deemed to have received a complaint of harassment/discrimination. The term “REPORT” as used in this policy includes reports of harassment/discrimination which are made either orally or in writing.

All reports made to the Principal or Harassment/Discrimination Coordinator shall be communicated by them to the Superintendent, or where applicable to the Board Chairperson, in writing within one (1) working day of receipt. Employees who observe prohibited behaviors or with whom students share a complaint shall notify the Superintendent, Principal or the Harassment/Discrimination Coordinator.

Employees who believe prohibited behavior is occurring or has occurred shall notify the victim's Principal, who shall immediately forward the information to the Superintendent. Employees who observe acts of harassment should intervene to stop it unless circumstances make such intervention dangerous.

The Superintendent or the Chairperson of the Board, as the case may be, shall provide for the following:

1. Investigation of allegations of harassment/discrimination to commence as soon as circumstances allow, but not later than three (3) working days of receipt of the report, regardless of the manner in which the complaint is communicated to a District administrator. The investigation shall be performed by the Harassment/Discrimination Coordinator or another formally trained investigator acting under his or her direct supervision.

To ensure an adequate, reliable and impartial investigation of reported incidents of harassment/discrimination, each investigation shall include as a minimum, the following procedural steps:

- a. The investigator shall first, after being assigned the investigation make a determination as to whether he or she has a conflict of interest or due to some fact, relationship or predisposition cannot fairly and adequately conduct an impartial investigation of the allegation.
- b. If the investigator concludes that he or she cannot or should not proceed with the investigation, the matter shall be re-assigned to another investigator.
- c. The investigator shall make contact with and interview or document all attempts to interview the complainant(s), if known or identifiable.
- d. Interview the alleged victims(s) or document all attempts to interview the alleged victims(s).
- e. Interview or document attempts to interview the alleged perpetrator(s).
- f. Interview all known witnesses and other identified as potential witnesses or document attempts to do so.
- g. Gather all available documents, photographs, writings and materials, including materials electronically stored, if available, and all other evidence which may be considered by the investigator to be relevant to the allegations under investigation.
- h. Each interview shall be memorialized by investigator notes of each conversation and may be electronically recorded after prior permission has been obtained from the witness. The witness may also provide a written statement if he or she so desires.

At the conclusion of the investigation, the investigator shall, based upon the totality of the evidence obtained including the circumstances surrounding the incident, documentary evidence obtained, if any, and the statements obtained from and the credibility of each of the witnesses, arrive at findings and conclusions as to whether the allegations are true and as to whether in the opinion of the investigator a hostile environment exists. The standard upon which the investigator's opinion is to be based shall be that findings and conclusions are within a "reasonable probability" or stated another way, as to whether or not the findings and conclusions are "more likely than not".

The investigation shall be completed within ten (10) working days. The investigation of allegations involving the Superintendent shall be conducted by a formally trained investigator or attorney not employed by the School District. Investigations shall include the right to the complainant to present witnesses, documents and other evidence in support of the complaint. A written report of all findings of the investigation shall be completed within fifteen (15) calendar days, unless additional time is necessary due to the matter being investigated by a law enforcement or governmental agency.

The Superintendent/designee may take interim measures to protect complainants during the investigation.

2. A process to identify and implement, within five (5) working days of the submission of the written investigative report, methods to correct and prevent reoccurrence of the harassment/discrimination, including disciplinary action where appropriate. If corrective action is not required, an explanation shall be included in the report.
3. A process to be developed and implemented to communicate requirements of this policy to all students, which may include, but not be limited to, the following:
 - * written notice provided in publications such as handbooks, codes, and or pamphlets; and/or
 - * such other measures as determined by the Superintendent/designee.

Method(s) used shall provide a summary of this policy, along with information concerning how individuals can access the District's complete policy/procedures and obtain assistance in reporting and responding to alleged incidents. Students, parents or guardian, as appropriate, will be directed to sign an acknowledgement form verifying receipt of information concerning this policy as part of the Board-approved code of acceptable behavior and discipline.

4. Age-appropriate training during the first month of school to include an explanation of prohibited behavior and the necessity for prompt reporting of alleged harassment/discrimination;
5. The District's Harassment/Discrimination Coordinator shall document all reports of incidents of harassment/discrimination; and
6. Development of alternate methods of filing complaints for individuals with disabilities and others who may need accommodation.

NOTIFICATIONS

Within twenty-four (24) hours of receiving an allegation of harassment/discrimination, District personnel shall attempt to notify parents of both student victims and students who have been accused of harassment/discrimination.

In circumstances also involving suspected child abuse, additional notification shall be required by law. **(See Policy 09.227.)**

In applicable cases, employees must report harassment/discrimination to appropriate law enforcement authorities in accordance with law.¹

PROHIBITED CONDUCT

Depending on the circumstances and facts of the situation, and within the definition of harassment/discrimination contained in this policy, examples of conduct and/or actions that could be considered a violation of this policy include, but are not limited to:

1. Any nicknames, slurs, stories, jokes, written materials or pictures that are lewd, vulgar, or profane and relate to any of the protected categories listed in the definition of harassment/discrimination contained in this policy;
2. Unwanted touching, sexual advances, requests for sexual favors, and spreading sexual rumors;
3. Instances involving sexual violence;
4. Causing a student to believe that he or she must submit to unwelcome sexual conduct in order to participate in a school program or activity or that an educational decision will be based on whether or not the student submits to unwelcome sexual conduct;
5. Implied or overt threats of physical violence or acts of aggression or assault based on any of the protected categories;
6. Seeking to involve students with disabilities in antisocial, dangerous or criminal activity where the students, because of disability, are unable to comprehend fully or consent to the activity; and
7. Destroying or damaging an individual's property based on any of the protected categories.

CONFIDENTIALITY

District employees involved in the investigation of complaints shall respect, as much as possible, the privacy and anonymity of both victims and persons accused of violations.

WRITTEN REPORT

The investigatory procedures documented in the investigative report shall include the following:

1. The name, race and national origin of the alleged victim and, if different, the name and race of the person reporting the allegation;
2. The nature of the allegation, a description of the incident and the date and time if known of the alleged incident;
3. The names and races of all person alleged to have committed the alleged harassment/discrimination if known;
4. The names and races of all known witnesses to the alleged incident;
5. Any written statements of the reporter, the victim (if different than the reporter), the accused perpetrators and any known witnesses;
6. The outcome of the investigation; and
7. The response of school personnel and if applicable, District-level officials, including the date any incident was reported to the police.

Upon completion of the investigation, the investigator(s) shall submit a preliminary written report, including the names and addresses of those interviewed and a summary of the information obtained, to the Superintendent who shall prepare a final written report containing the facts obtained as a result of the investigation and his/her conclusions, within a reasonable probability as to whether harassment/discrimination has occurred and a hostile environment resulted therefrom. If harassment/discrimination has been found to have occurred, the final written report shall provide in detail the methods to be utilized in correcting the situation and preventing its reoccurrence, including but not limited to, disciplinary action where appropriate.

In the event that the Superintendent's alleged conduct was the subject of the investigation, the Board shall consider the preliminary written report in executive session and prepare and adopt by majority vote a final written report containing the facts obtained as a result of the investigation and its conclusions as to whether harassment/discrimination occurred and whether a hostile environment resulted therefrom, within a reasonable probability, as well as specific remedies designed to correct the situation and prevent its reoccurrence, including but not limited to, disciplinary action where appropriate. The findings and conclusions of Board, as well as the remedies contained in the final report, shall be final. The written report, upon completion, shall be furnished to the interested parties, including the complainant, by personal delivery or by registered or certified mail, return receipt requested.

APPEAL

Upon the completion of the investigation and submission of the written report to the parties involved, any party may appeal in writing all or any part of the findings, conclusions and remedies, if any, including any discipline proposed by the Superintendent to the Board of Education within ten (10) working days of receipt of the report. If no appeal has been filed within ten (10) working days following receipt of the Superintendent's written report, the Superintendent's findings, conclusions and proposed remedies shall become final. Upon appeal, the Board of Education may affirm the Superintendent's findings, conclusions, and proposed remedies in whole, or in part or may make its own findings and conclusions and fashion its own remedies as it deems necessary or appropriate under the circumstances. Consideration of the appeal by the Board of Education shall be based on the record made during the investigation and the standard of review shall be de novo. The findings, conclusions, and remedies, including any discipline imposed by the Board of Education shall be final.

HARASSMENT NOT TOLERATED – COUNSELING & SERVICES TO BE OFFERED

The District will not tolerate discrimination/harassment in any form. The District is committed to identifying harassment and finding a remedy for harassment found to have existed and to prevent its recurrence. A remedy may include, but is not limited to, discipline, training, and counseling. The District will offer counseling and/or academic services to any person found to have been subjected to harassment/discrimination on the basis of race, color or national origin. Where appropriate, counseling services shall also be made to the person(s) who committed the harassment/discrimination.

OBLIGATION TO REPORT AND COOPERATE

Failure by employees to report, notify, and/or initiate an investigation of alleged harassment/discrimination as required by this policy, or to take corrective action shall be cause for disciplinary action, up to and including possible termination of employment.

RETALIATION PROHIBITED

No one shall retaliate against an employee or student because s/he submits a grievance, assists or participates in an investigation, proceeding, or hearing regarding the charge of harassment/discrimination of an individual or because s/he has opposed language or conduct that violates this policy.

Upon the resolution of allegations, the Superintendent shall take steps to protect employees and students against retaliation.

FALSE COMPLAINTS

Deliberately false or malicious complaints of harassment/discrimination may result in disciplinary action taken against the complainant.

OTHER CLAIMS

When a complaint is received that does not appear to be covered by this policy, administrators shall review other policies that may govern the allegations, including but not limited to, **09.422 and/or 09.426**.

TRAINING PROGRAM

The Superintendent shall develop a comprehensive training program for District personnel responsible for implementing and enforcing federal anti-discrimination and anti-harassment laws and related policies and procedures and for all school-level District security personnel. **09.42811**

Outside Employment or Activities

Employees may not perform any duties related to an outside job during their regular working hours. **03.1331/03.2331**

REMIND

Employees and parents/guardians will be notified of school cancellations and other important information by REMIND. All interaction with staff and students will be through REMIND. Staff and students are not to communicate by personal cell phone numbers. Please contact the front office or the technology department on how to set up a REMIND account.

Whistleblower

Employees who suspect that financial fraud, impropriety or irregularity has occurred shall immediately report those suspicions to their immediate supervisor, and/or the Superintendent/designee, who shall have the primary responsibility for initiating necessary investigations. If the Superintendent is an alleged party in the fraud, please contact the Board chairperson directly.

**RUSSELL INDEPENDENT SCHOOLS
2021-2022
PAYROLL SCHEDULE**

<u>PAY DAY</u>	<u>PERIOD COVERED</u>	<u>DATE TIMESHEET DUE</u>
July 9, 2021	N/A	NA
July 23, 2021	7/1-7/12	July 14 2021
August 10, 2021	7/11-7/24	July 26, 2021
August 25, 2021	7/25-8/7	Aug 9, 2021
September 10, 2021	8/8-8/21	Aug 23, 2021
September 24, 2021	8/22-9/4	Sep 7, 2021
October 8, 2021***	9/5-9/25	Sep 27, 2021
October 25, 2021	9/26-10/9	Oct 11, 2021
November 10, 2021	10/10-10/23	Oct 25, 2021
November 24, 2021	10/24-11/6	Nov 8, 2021
December 10, 2021	11/7-11/20	Nov 22, 2021
December 23, 2021	11/21-12/4	Dec 6, 2021
January 10, 2022***	12/5-12/25	Dec 27, 2021
January 25, 2022	12/26-1/8	Jan 10, 2022
February 10, 2022	1/9-1/22	Jan 24, 2022
February 25, 2022	1/23-2/5	Feb 7, 2022
March 10, 2022	2/6-2/19	Feb 21, 2022
March 25, 2022	2/20-3/5	Mar 7, 2022
April 8, 2022***	3/6-3/26	Mar 28, 2022
April 25, 2022	3/27-4/9	Apr 11, 2022
May 10, 2022	4/10-4/23	Apr 25, 2022
May 25, 2022	4/24-5/7	May 9, 2022
June 10, 2022	5/8-5/21	May 23, 2022
June 24, 2022 ****	5/22-6/4	June 6, 2022
June 30, 2022 *****	6/5-6/30	June 30, 2022

*** Denotes three-week pay periods

**** Salary amounts for contracts completed with June 25th payroll

*****If needed, payroll will be performed only for classified overtime pay. Time sheets will be turned in for the two-week period to show completion of contract days.

Acknowledgement Form

I, _____, have received a copy
Employee Name (please print)
of the 2021-2022 Employee Handbook issued by the District, and understand and agree that I am to review this handbook in detail and to consult District and school policies and procedures with my Principal/supervisor if I have any questions concerning its contents.

I understand and agree:

1. that this handbook is intended as a general guide to District personnel policies and that it is not intended to create any sort of contract between the District and any one or all of its employees;
2. that the District may modify any or all of these policies, in whole or in part, at any time, with or without prior notice; and
3. that in the event the District modifies any of the policies contained in this handbook, the changes will become binding on me immediately upon issuance of the new policy by the District.

I understand that as an employee of the District I am required to review and follow the policies set forth in this Employee Handbook and I agree to do so. I also understand that the District Policy and Procedure Manuals are available to me on the District website and in paper form with my building principal or supervisor.

Signature of Employee

Date

Return this signed form to the Central Office.

Electronic Access/User Agreement Forms

Staff Network User Agreement

NAME _____ SCHOOL YEAR **2021-2022**

SCHOOL _____ Please Circle
CERTIFIED STAFF CLASSIFIED
STAFF

For every staff member whose position requires network access, an account with appropriate rights will be established. This account includes access to electronic mail. Staff members shall sign an Acceptable Use Policy, which will be kept on file as a legally binding document. I will be responsible for the security of my password(s).

Just as teachers, library media specialists, and other educators who are expected to select instructional materials and recommend research sources in print media, they will select and guide students on the use of instructional materials on the Internet. Access through the school is to be used for instruction, research and school administration. I will be responsible for supervising and monitoring access to the extent outlined in the Acceptable Use Policy.

I have read the Russell Independent Schools' Acceptable Use Policy on page 15 to 18 and as a staff member being granted access to the District network and electronic devices and will be knowledgeable of parent and student access as it pertains to the requirements of my duties as assigned. I hereby agree to comply with the regulations of the policy. As a user of the Russell Independent Network, I agree to communicate over the network in a responsible manner while abiding by all relevant laws and restrictions. I understand that violation of the regulations will result in loss of network services and may constitute a criminal offense.

SIGNATURE _____ DATE _____

POSITION _____

