

PERSONNEL

**CERTIFIED PERSONNEL**

**Salaries**

**SINGLESALARY BASIS**

All salaries for certified personnel shall be based on a singlesalary schedule providing for minimum number of working days as required by law. The hourly rate for teachers will be calculated by dividing the daily rate by seven (7) hours.

A District may provide monetary compensation, in addition to that provided through the single salary schedule, to all classroom teachers employed in a school that is identified by the Kentucky Department of Education as being in targeted or comprehensive support and improvement status.

Although a school may submit a request for an increment for an extended employment position, extra service, or related adjustments, the Board must set increments in pay for positions requiring services beyond those normally expected of other positions if the duties rendered extend beyond the regular school day or require extended days.

Teachers transferring into the District may bring up to twenty-eight (28) years of teaching experience credit for salary purposes.

Certified personnel may receive up to two (2) years experience credit for active military service. The six-month training requirement for National Guard and Reserve service will not qualify an employee for the experience credit. A teacher who is employed by a Board for at least one hundred forty (140) days of a school year and who performs teaching duties for the equivalent of at least seventy (70) full school days during that school year, regardless of the schedule on which those duties were performed, shall be credited with one (1) year of experience. A teacher who is employed by a Board for at least one hundred forty (140) days during each of two (2) school years and who performs teaching duties for the equivalent of at least seventy (70) full school days during those years shall be credited with one (1) year of experience. No more than one (1) year of experience shall be credited for the performance of teaching duties during a single school year.

**DETERMINATION OF RANK AND EXPERIENCE**

The rank and experience of certified personnel shall be determined at time of hire. Upon initial employment, the Superintendent may grant Career Technical Education (CTE) Teachers up to ten (10) years of relevant work field experience for pay purposes when a person's specific work experience is determined to be of such importance as to make them the best-qualified candidate for the position. The Board shall direct the Superintendent to validate all experience of professional personnel employed in the District.

Changes in rank and experience shall be determined by September 15 of each year.

To assist with the budgeting process, candidates for NBCT certification shall notify the Superintendent/designee in writing prior to September 15 that certification is pending in order for the employee to receive any rank-related increase retroactive to the beginning of the school year.



## **Salaries**

### **CONTRACTED EMPLOYMENT**

Compensation for employment contracted, shall be prorated on the base pay for 187 days.

Contracted employment positions shall be established in the position job description, funded in the District budget, and specified in the Board policy.

Addition of days to be worked beyond the original contract or additional days of extended employment for a position require prior Board approval before the change goes into effect.

### **EXTENDED EMPLOYMENT**

The Principal or supervisor shall submit an annual plan of extended employment to Human Resources for all personnel who work less than two hundred forty (240) days, but more than the minimum number of working days required by law. This plan should denote the dates when extended days will be worked.

All Family Resource/Youth Service Center Coordinators will submit an annual work plan to their Principal and Central Office supervisor.

Extended employment days may be worked only in whole- or half-day increments. Extended employment days cannot be worked on a Saturday or Sunday. A rare exception may be granted if approval is made in advance by the employee's immediate supervisor and Human Resources. To qualify for this exception, the Saturday or Sunday work must be related to the employee's primary job duties. Extended days cannot be worked on a regular work day.

Employees whose positions include 1-45 extended days must work the days and submit documentation to Human Resources by June 23 unless an exception is designated on the extended employment work plan that is approved by the Principal/Supervisor.

All employees who are requesting to be paid all salary owed prior to the end of the fiscal year, as provided for in KRS 160.291, must work all extended days and submit documentation to Human Resources by June 23.

Sick and/or personal leave cannot be used for an extended day unless the day is designated on the extended employment work plan that is submitted to Human Resources.

### **EXTRA SERVICES**

Payments for those services shall be made on the same date and at the same time as are regular salaries. A one (1) percent increase will be applied to administrative and extra-service increments annually. Extra-service increments can be split only once with prior approval of Human Resources. Any payment made to an employee must be processed through regular payroll procedures.

### **NATIONAL BOARD CERTIFIED TEACHER (NBCT) SUPPLEMENT**

As provided under law, teachers who attain certification from the National Board for Professional Teaching Standards on or before July 1, 2020, shall be given an annual salary supplement of two thousand dollars (\$2,000) for the life of the certificate. A teacher who attains certification after July 1, 2020, shall be given an annual salary supplement for the life of the certificate, in accordance with the amount appropriated for this purpose by the General Assembly. If an annual supplement amount appropriated by the General Assembly is less than two thousand dollars (\$2,000), the Board may provide an additional supplement up to the amount required for the total annual supplement to equal two thousand dollars (\$2,000).

## **Salaries**

### **EXCEPTION**

The Superintendent's salary may be established without regard to the abovementioned schedules.

A compensation error/adjustment that needs to be corrected will be adjusted within the fiscal year that the discovery of such is made. Errors identified in previous fiscal years may be corrected if the employee had submitted the necessary paperwork within three (3) months of start date.

### **PAYROLL DISTRIBUTION**

District employees shall participate in direct deposit of payroll. Payments will be issued monthly (twelve [12] times annually) through Direct Deposit. New employees may be issued thirteen (13) payments the first year of employment. Payments will be issued on the 28th day of each month, unless the 28th falls on a Saturday, Sunday, or holiday in which case payment will be made on the preceding day.

The District shall furnish the employee with either a paper or electronic statement. If statements are provided electronically, employees shall be provided access to a computer and printer for review and printing of their statement.

The Board shall make all deferred salary payments on or before June 30 of the current fiscal year, and these deferred payments shall then be directly deposited at the regular pay periods in June, July and August, except that at the close of the school year, employees who have completed all responsibilities and duties may request to be paid their remaining salary prior to the end of the fiscal year. Employees who retire in the month of June or July, will be paid-out the month after retirement date.

### **TIME RECORDS**

All employees working in an exempt position must maintain accurate attendance records. Those records should be maintained using ~~VeriTime~~ the District's online timekeeping system. When reporting to work, ~~all the~~ employees, exempt and non-exempt must clock in at their approved duty location for the day.

### **QUALIFICATIONS**

Employees shall be responsible for providing the Superintendent with all required certificates, other credentials, health examinations, and verifications of experience prior to beginning work.

### **NOTICE OF SALARY**

Not later than forty-five (45) days before the first student attendance day of the succeeding school year or June 15, whichever occurs earlier, the Superintendent shall notify all certified personnel of the best estimate of the salary for the coming year.

### **PAYROLL DEDUCTIONS**

The Board shall approve all payroll deductions as specified by KRS 161.158 and Board Policy 03.1211.



**Salaries**

**REFERENCES:**

KRS 157.075; KRS 157.320; KRS 157.350; KRS 157.360  
KRS 157.390; KRS 157.395; KRS 157.397; KRS 157.420  
KRS 160.290; KRS 160.291  
KRS 161.1211; KRS 161.134; KRS 161.168; KRS 161.760  
KRS 337.070; KRS 424.120; 16 KAR 1:040; OAG 97-25  
702 KAR 3:060; 702 KAR 3:070; 702 KAR 3:100; 702 KAR 3:310  
29 C.F.R. Section 541.303; 29 C.F.R. Section 541.602; 29 C.F.R. Section 541.710

**RELATED POLICIES:**

03.114; 03.1211; 03.4



**-CERTIFIED PERSONNEL-****Holidays and Annual Leave**

All certified employees shall be paid for four (4) holidays designated in the official school calendar. These are part of the school year required by state law.<sup>1</sup> Twelve (12) month employees shall be paid for holidays designated by the Board as falling within the work calendar. To be paid for a holiday, the employee must work or be on paid leave the day prior to the holiday.

**ANNUAL LEAVE**

All full-time twelve (12)-month certified employees will earn annual leave for years of service with the Hardin County Schools as follows:

| <b>Years of Service in<br/>Hardin Co.</b> | <b>No. Days per Month</b> | <b>No. of Days per Year</b> |
|---|---------------------------|-----------------------------|
| 0 through 5                               | 1.75                      | 21                          |
| 6 through 15                              | 2.00                      | 24                          |
| 16 or more                                | 2.25                      | 27                          |

~~Beginning July 1, 2022, annual leave shall be accrued at the rate of 1/12 of the eligible annual leave per month. An eligible employee may request vacation days in advance from the Superintendent/designee not to exceed what will be earned in a fiscal year.~~

Under KRS 161.540 (1), employees eligible for annual leave would be allowed to accumulate a maximum of forty (40) days for which compensation may be made at retirement.

Employees may carry over no more than forty (40) annual leave days beyond June 30th of any calendar year. The Superintendent is authorized to approve an exception to the 40-days maximum carry over beyond June 30th. Annual leave may be used in whole or half-day increments.

All full-time, 12-month employees must have worked more than one-half of the work days in a month to qualify for vacation leave for that month. Vacation shall accrue only when an employee is working or on authorized leave with pay.

In the year an employee retires, resigns, or employment is otherwise terminated, annual leave shall be prorated and accrue on a monthly basis at the rate of 1/12 of the eligible annual leave per month, not to exceed total leave time available.

Recognition of annual leave for TRS purposes shall be governed by applicable statutes and regulations. For an individual who became a member of TRS on or after July 1, 2008, payment for annual or compensatory leave shall not be included in determining the member's last annual compensation.

In the event that an employee transfers from a position that accrues annual leave to a position that does not accrue annual leave, any remaining unused annual leave days will be paid out at the time of transfer or resignation.

### **Holidays and Annual Leave**

#### **APPROVAL**

The employee must obtain approval from his/her immediate supervisor before taking annual leave. The employee's immediate supervisor may deny the request for annual leave if s/he deems that the time for such leave would cause undue hardship or interfere with the daily operations of the District.

Approved holidays/closures shall not be counted in the annual leave provision of this policy.

#### **REFERENCES:**

KRS 158.070  
KRS 160.291, KRS 161.220; KRS 161.540; KRS 2.110, KRS 2.190  
OAG 76-484; OAG 82-356



**CERTIFIED PERSONNEL**

**Personal Leave**

**NUMBER OF DAYS**

Fulltime certified employees shall be entitled to three (3) days of personal leave with pay each school year. Personal leave may be taken only in whole- or half-day increments.

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

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, provided the employee works enough hours in the position to be considered at least one-half time.

**APPROVAL**

The Superintendent or designee (employee's immediate supervisor) must approve the leave date and should be given a written notice of one (1) week (and not later than one (1) day), but no reasons shall be required for the leave.

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

Employees on paid leave shall not be compensated for any duties, regular or extra service, during the paid leave period.

**LIMITED NUMBER**

No more than five percent (5%) of a school's certified employees may take personal leave on a given day. If requests exceed five percent (5%) on the school level, those making earliest application will be given preference.

When the certified staff of a school is less than twenty (5% equaling one employee), one (1) person will be allowed personal leave on any one day.

**PROHIBITION**

Personal leave shall not be taken on the day before a holiday or calendar break, or on the first day following a holiday or calendar break, or taken during the first or last week of the school year without the written approval of the Superintendent.

**OPTIONS**

1. Personal leave days not taken during the school year shall not accumulate as personal leave days. On July 1 of each year, unused personal leave from the previous year will automatically be converted to sick leave unless a written request to do otherwise is received from the employee.
2. At the end of each fiscal year, the employee may exercise the option to be compensated at the rate of seventy-five dollars (\$75.00) for each unused personal leave day. Excluded from the seventy-five-dollar (\$75.00)-option are all Central Office staff, administrators, and counselors. The employee must request to be compensated for unused personal leave in writing to the payroll department by April 30th.

**Personal Leave**

**OPTIONS (CONTINUED)**

3. Unused personal leave will not be paid upon layoff, resignation, or termination. The exception will be made for an employee who completes the regular school year and chooses one of the two options above.

**STATEMENT**

Employees taking personal leave must file a personal statement stating that the leave was personal in nature.

**REFERENCES:**

KRS 161.154; OAG 77-115

**RELATED POLICY:**

03.1232



## CERTIFIED PERSONNEL

**Family and Medical Leave****REASONS**

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

1. For the birth and care of an employee's newborn child , or for 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 covered active duty or call to active duty involving deployment to a foreign country of the employee's spouse, son, daughter, or parent who serves in a reserve component or as an active or retired member of the regular Armed Forces or Reserve in support of a contingency operation; and
5. To care for a covered service member (spouse, son, daughter, parent or next of kin) who has incurred or aggravated a serious injury or illness in the line of duty while on active duty in the Armed Forces that has rendered or may render the family member medically unfit to perform his/her duties or to care for a covered veteran with a serious injury or illness as defined by federal regulations.

**NOTICES AND DEADLINES**

- a. Employees who may be eligible for or who request leave for any of the above reasons shall be provided an FMLA notice of eligibility and rights and responsibilities. Requests for family and medical leave should be made in writing but verbal requests may be made to the immediate supervisor or other designated administrator who shall then document the request. The District may require that a request for leave be supported by a certification for health care or military-related situations as permitted by federal law, but such requirements must be set out in the required notice.

*Deadline for Notice to be Provided:* Absent extenuating circumstances, within five (5) business days of District receipt of a request or the District being made aware of a potentially qualifying reason.

NOTE: Only the District's human resources professional, leave administrator, or personnel director may contact an employee's health care provider to clarify or authenticate an FML certification in support of an FML request about which there are questions. The employee's direct supervisor shall not contact the provider.

- b. The District shall designate an employee's leave, paid or unpaid, as FMLA-qualifying and shall provide a designation notice indicating whether the request is approved or if additional information is needed. Leave may be delayed if the employee does not provide proper notice (30 days advance notice for a foreseeable leave; otherwise, notice as soon as the need becomes known).

*Deadline for Notice to be Provided:* Absent extenuating circumstances, within five (5) business days of learning that an FMLA reason supports the leave.



## **Family and Medical Leave**

### **ELIGIBILITY**

Employees are eligible for up to twelve (12) workweeks of family and medical leave each ~~calendar~~~~school~~ year, if they have been employed by the District for twelve (12) months, have worked at least 1,250 hours during the twelve (12) months preceding the start of the leave, and otherwise qualify for family and medical leave. When family and medical military caregiver leave is taken based on a serious illness or injury of a covered service member, an eligible employee may take up to twenty-six (26) workweeks of leave during a single twelve-month period. This provision also applies to covered service members/veterans that have been on active duty within the past five (5) years as defined by federal regulation.

Full-time teachers are presumed to have worked at least 1,250 hours during a school year. In determining whether returning veterans meet the minimum 1,250 hour standard, hours actually worked for the District during the twelve-month period are to be combined with hours they would have worked for the District had they not been called for military service.

In situations involving both the Americans with Disabilities Act (ADA) and FMLA, the District shall apply the law affording the employee the greater benefit.

### **RESTRICTIONS**

When an employee's workrelated injury/medical state qualifies as a serious health condition, worker's compensation leave shall run concurrently with the twelve (12) workweek entitlement.

Paid leave used by the employee as required under this policy shall count, as applicable, against the twelve (12) or twenty-six (26) FMLA workweek entitlement.

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

When both spouses 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.

Exception: The limit on the combined amount of family and medical leave shall be twenty-six (26) workweeks when both eligible spouses are employed by the District and are eligible for leave that involves a covered Armed Forces service member/veteran.

Unused family and medical leave shall not accumulate from year to year.

### **INTERMITTENT LEAVE/REDUCED HOURS**

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



**Family and Medical Leave****CONTINUATION OF BENEFITS**

While on family and medical leave, employees shall be entitled to all employment benefits accrued prior to the date on which the leave commenced. Health insurance for an employee on family and medical leave shall continue to be provided by the state on the same basis had the employee not taken leave. Other employment benefits and seniority shall not accrue during unpaid family and medical leave.

**RETURN 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.

**NOTICE**

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 and distributing notices as required by law.

**REFERENCES:**

Family and Medical Leave Act of 1993, 29 U.S.C. 2601-2654  
Title I of the FMLA, as amended by the National Defense Authorization Act  
Code of Federal Regulations, Title 29, Part 825  
OAG 17-022

**RELATED POLICIES:**

03.123, 03.1232, 03.1233, 03.1234, 03.1238, 03.124

**-CERTIFIED PERSONNEL-****Enrollment of Employee Child**

Full-time employees who live outside the District shall have the option of enrolling their children in any District school without a tuition charge, contingent on the District receiving ADA as provided by law.

Full-time employees who are residents of the District shall have the option of enrolling their children in any District school, as long as that school is below its 95% capacity. If the school is above 95% capacity, then the employee may apply in the school where they are working or its feeder school (for convenience) and provisions of procedure 9.1~~2~~<sup>4</sup> AP.1 would prevail.

**PROVISIONS**

The above privileges are based on the following provisions:

1. Employees shall obtain approval from the Principal at each transition point (applications must be received before ~~February~~<sup>March</sup> ~~28~~<sup>30</sup>th of the year prior to the request) from the school of choice. Employees who move into the Hardin County School District and preschool children determined eligible for services after the ~~February~~<sup>December</sup> deadline will be permitted to make an exception request.
2. It is to be understood by all employees that when District changes are made that cause inconvenience to the general public, the Superintendent may revoke these privileges when they lead to problems or misunderstandings.
3. Adequate space is available. If a school reaches class enrollment maximums on or before September 15, students granted District exceptions will be subject to the provisions of procedure 09.1~~2~~<sup>4</sup> AP.1.
4. Written requests for preschool age children will be considered after September 15 when more accurate projections can be determined. This decision will be made by the Principal and Early Childhood Director. To continue in the school of choice, the employee must obtain approval from the Principal at each transition point.
5. The student must have met and continue to meet the guidelines of the Code of Conduct of the Hardin County Schools and the local school's policies.
6. The student must have made and continue to make satisfactory academic progress.
7. There will be no cost or service to the Board (e.g., transportation).

**REFERENCES:**

KRS 157.350  
KRS 158.120  
OAG 72154  
702 KAR 7:125

**RELATED POLICIES:**

09.11; 09.12; 09.124



## CLASSIFIED PERSONNEL

**Enrollment of Employee Child**

Full-time employees who live outside the District shall have the option of enrolling their children in any District school without a tuition charge, contingent on the District receiving ADA as provided by law.

Full-time employees who are residents of the District shall have the option of enrolling their children in any District school, as long as that school is below its 95% capacity. If the school is above 95% capacity, then the employee may apply in the school where they are working or its feeder school (for convenience) and provisions of procedure 9.1~~24~~ AP.1 would prevail.

**PROVISIONS**

The above privileges are based on the following provisions:

1. Employees shall obtain approval from the Principal at each transition point (applications must be received before ~~February~~~~March~~ 28~~30~~<sup>th</sup> of the year prior to the request) from the school of choice. Employees who move into the Hardin County School District after the ~~February~~~~December~~ deadline will be permitted to make an exception request.
2. It is to be understood by all employees that when District changes are made that cause inconvenience to the general public, the Superintendent may revoke these privileges when they lead to problems or misunderstandings.
3. Adequate space is available. If a school reaches class enrollment maximums on or before September 15, students granted District exceptions will be subject to the provisions of procedure 09.1~~24~~ AP.1.
4. Written requests for preschool age children will be considered after September 15 when more accurate projections can be determined. This decision will be made by the Principal and Early Childhood Director. To continue in the school of choice, the employee must obtain approval from the Principal at each transition point.
5. The student must have met and continue to meet the guidelines of the Code of Conduct of the Hardin County Schools and the local schools' policies.
6. The student must have made and continue to make satisfactory academic progress.
7. There will be no cost or service to the Board (e.g., transportation).

**REFERENCES:**

KRS 157.350; KRS 158.120  
OAG 72154  
702 KAR 7:125

**RELATED POLICIES:**

09.11; 09.12; 09.124

## **Harassment/Discrimination**

### **DEFINITION**

Harassment/Discrimination of employees is unlawful behavior based on the race, color, national origin, age, religion, sex (including sexual orientation or gender identity), genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions 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.

### **PROHIBITIONS**

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 who may come into contact with employees and students. (Acts of harassment/discrimination based on sex may be committed by persons of the same or the opposite sex.)

District staff shall provide for a prompt and equitable resolution of complaints concerning harassment/discrimination.

### **DISCIPLINARY ACTIONS**

Employees who engage~~Persons engaging~~ in discrimination or harassment of a student or employee in the Hardin County School System on the basis of any of the areas mentioned above shall be subject to disciplinary action including, but not limited to, termination of employment.

### **GUIDELINES**

Employees who believe they or any other employee, student, 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. Otherwise, reports of harassment/discrimination may be made directly to the Superintendent. If an employee is not assigned to a particular school, a report of harassment/discrimination may be made to the employee's immediate supervisor or to the Superintendent. Additionally, if sexual discrimination or harassment is being alleged, reports may be made directly to the District Title IX/Equity Coordinator. Complaints of harassment/discrimination, whether verbal or written, shall lead to a documented investigation and a written report.

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

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

The Superintendent shall provide for the following:



## **Harassment/Discrimination**

### **GUIDELINES (CONTINUED)**

1. Investigation of allegations of harassment/discrimination to commence as soon as circumstances allow, but not later than five (5) working days of submission of the original written complaint, regardless of the manner in which the complaint is communicated to a District administrator. Should the investigation continue beyond thirty (30) calendar days, the Title IX/Equity Coordinator will notify the Complainant of the anticipated date that the investigation will be completed.
2. The Superintendent/designee may take interim measures to protect complainants during the investigation.
3. A process to identify and implement, within ~~fivethree~~ (53) ~~workingschool~~ days of the submission of the written investigative report, methods to correct and prevent reoccurrence of the harassment/discrimination. If corrective action is not required, an explanation shall be included in the report.
4. A process to be developed and implemented to communicate requirements of this policy to all staff, which may include, but not be limited to, the following:
  - written notice provided in publications such as handbooks, staff memoranda, and/or pamphlets;
  - postings in the same location as are documents that must be posted according to state/federal law; 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.

5. Annual training explaining prohibited behaviors and the necessity for prompt reporting of alleged harassment/discrimination; and
6. Development of alternate methods of filing complaints for individuals with disabilities and others who may need accommodation.

### **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;

### **Harassment/Discrimination**

#### **PROHIBITED CONDUCT(CONTINUED)**

4. Causing an employee to believe that he or she must submit to unwelcome sexual conduct in order to maintain employment or that a personnel decision will be based on whether or not the employee submits to unwelcome sexual conduct;
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 individuals with disabilities in antisocial, dangerous, or criminal activity where they, because of disability, are unable to comprehend fully or consent to the activity; and
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 all parties involved.

#### **APPEAL**

Upon the completion of the investigation and correction of the conditions leading to the harassment/discrimination, any party may appeal in writing any part of the findings and corrective actions to the Superintendent or Title IX/Equity Coordinator ~~(HCS — Harassment/Discrimination Complaint Procedure).~~

If a supervisory staff member is an alleged party in the harassment/discrimination complaint, provision shall be made for addressing the complaint to a higher level of authority.

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.

#### **RETALIATION PROHIBITEDNONRETALIATION**

No one shall retaliate against any person because s/he has submitted a grievance, assisted, or participated 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.

#### **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, 03.113, 03.1325 and/or 09.422.



**Harassment/Discrimination**

**REFERENCES:**

<sup>1</sup>KRS 158.156; KRS Chapter 344; 42 USC 2000e, Civil Rights Act of 1964, Title VII  
29 C.F.R. 1604.11, Equal Employment Opportunity Commission (EEOC) Regulations  
Implementing Title VII  
20 U.S.C. 1681, Education Amendments of 1972, Title IX  
34 C.F. R. 106.1-106.71, U.S. Department of Education Office for Civil Rights Regulations  
Implementing Title IX  
Age Discrimination Act, 42 U.S.C. 6101-6107; 34 C.F.R. 110.25  
Bostock v. Clayton County, Georgia 140 S.Ct. 1731 (2020)  
H.R. 1065 (EH) - Pregnant Workers Fairness Act

**RELATED POLICIES:**

03.113; 03.1325; 03.16; 09.2211; 09.422; 09.42811

**CLASSIFIED PERSONNEL**

**Salaries**

**HOURLY OR SALARY BASIS**

All regular and substitute classified personnel shall be paid on an hourly or salary basis as established by the Board.

**WORK DAY/WORK WEEK**

The length of the work day shall be established for each position by the Board. The work week for hourly (non-exempt) employees shall not exceed forty (40) hours per week, unless overtime is authorized as provided by this policy.

**DETERMINATION OF EXPERIENCE**

The experience of classified personnel shall be determined at time of hire. Upon initial employment, the Superintendent may grant up to ten (10) years for pay purposes when a person's specific work experience is determined to be of such importance as to make them the best-qualified candidate for the position. Classified personnel may receive up to two (2) years experience credit for active military service. The sixmonth training requirement for National Guard and Reserve service will not qualify an employee for the experience credit.

**TRANSFER OF EXPERIENCE CREDIT FROM AN ACCREDITED SCHOOL DISTRICT**

Classified employees transferring into the District may bring up to twenty-eight (28) years of experience credit for salary purposes provided the experience meets the District guidelines. When a certified employee transfers to a classified position or when a former certified employee returns to work as a classified employee, the employee shall be paid on the classified salary schedule at the step for which they have verified years of prior experience from an accredited school district when filling a critical shortage area as determined by Human Resources.

**QUALIFICATIONS**

Employees shall be responsible for providing the Superintendent with all required certificates, other credentials, health examinations, and verifications of experience prior to beginning work.

**PAYROLL DISTRIBUTION**

District employees shall participate in direct deposit payroll. Payments will be issued monthly (twelve [12] times annually) through Direct Deposit only. New employees may be issued thirteen (13) payments the first year of employment. Payments will be issued on the 28<sup>th</sup> of each month unless the 28<sup>th</sup> falls on a Saturday, Sunday, or holiday; in which case the payment will be made on the preceding day.

The District shall furnish the employee with either a paper or electronic statement. If statements are provided electronically, employees shall be provided access to a computer and printer for review and printing of their statement.



## Salaries

### **PAYROLL DISTRIBUTION (CONTINUED)**

The Board shall make all deferred salary payments on or before June 30 of the current fiscal year, and these deferred payments shall then be directly deposited at the regular pay periods in June, July and August, except that at the close of the school year, employees who have completed all responsibilities and duties may request to be paid their remaining salary prior to the end of the fiscal year. Employees who retire in the month of June or July will be paid out the month after retirement date.

### **PAYROLL DEDUCTION**

The Board shall approve all payroll deductions as specified by KRS 161.158 and Board Policy 03.2211.

### **NUMBER OF HOURS**

No employee may work for more than forty (40) hours per week unless it has been cleared by the employee's supervisor(s) and the Human Resource Offices. If an employee works in more than one area (e.g., instructional assistant and bus driver), the total amount of work time cannot exceed forty (40) hours per week unless approved by the Human Resource Offices.

### **TIME RECORDS**

All classified employees working in an exempt or non-exempt position must maintain accurate time records. Those time records should be maintained using the District's online timekeeping system VeriTime. When reporting to work, the employee must not sign in or clock in until they begin the duties of the position at their approved duty location for the day. When leaving work at the end of a work day, ~~the~~ all non exempt employees must sign out or clock out. All times entered must reflect the accurate time to the minute. Approximate times are not acceptable.

### **OVERTIME**

Overtime work shall be approved in advance by the Superintendent or designee.

Employees required to work in excess of forty (40) physical hours per week will be paid at the rate of 1½ times the regular rate for all hours beyond 40 as provided by the Fair Labor Standards Act for overtime work. Employees required to work in excess of forty (40) hours per week on days when schools and offices are closed as designated in Board policy 03.222 shall be paid at the rate of 1½ times the regular rate for all hours beyond 40 as provided by the Fair Labor Standards Act for overtime work. Twelve-month classified employees required to work on holidays as designated in Board policy 03.222 shall be paid double time.

Employees who are required to work in excess of their regularly scheduled number of hours short of overtime (40 hours per week) shall be compensated for the extra hours at their scheduled straight-time hourly rate.

## **Salaries**

### **EXTRA SERVICE**

Classified personnel may receive extraservice pay for duties connected with handling and accounting for funds at activities scheduled outside the regular school day, provided the rate of pay does not exceed the hourly rate approved by the Board for their regular assignments. Any payment made to an employee must be processed through the payroll process.

### **EXCEPTION**

A compensation error/adjustment that needs to be corrected shall be adjusted within the fiscal year that the discovery of such is made. Errors identified in previous fiscal years may be corrected if the employee had submitted the necessary paperwork within three (3) months of start date.

### **EXTENDED EMPLOYMENT**

The Principal/Supervisor shall work with the employee to establish an extended employment work plan. The plan shall be filed annually with Human Resources.

Employees whose positions include 1– 45 extended days must work the days and submit documentation to Human Resources by June 23 unless an exception is designated on the extended employment work plan that is approved by the Principal/Supervisor.

All employees who are requesting to be paid all salary owed prior to the end of the fiscal year, as provided in KRS 160.291, must work all extended days and submit documentation to Human Resources by June 23.

Sick and/or personal leave cannot be used for an extended day unless the day is designated on the extended employment work plan that is submitted to Human Resources.

Extended employment days may be worked only in whole- or half-day increments. Extended employment days cannot be worked on a Saturday or Sunday. A rare exception may be granted if approval is made in advance by the employee's Immediate Supervisor and Human Resources.

Addition of days to be worked beyond the original contract or additional days of extended employment for a position require prior Board approval before the change goes into effect. Extended days cannot be worked on a regular work day.

### **CLASSIFIED SUBSTITUTES**

Classified substitutes will be paid at Step A of the level of the position for which they are substituting.

### **WORK EXPERIENCE CREDIT**

A full-time employee will receive credit for one (1) year of experience each year s/he works one hundred forty (140) days or more between July 1 and June 30.



**Salaries**

**RETIRED RE-EMPLOYMENT**

Classified employees who retire from an accredited school district and gain employment with the District in a classified position shall be paid at the step on the classified salary schedule for which they have documented years of experience.

**REFERENCES:**

KRS 78.615; KRS 160.291; KRS 161.011  
KRS 337.070; KRS 337.285; KRS 424.120  
702 KAR 3:320; 803 KAR 1:060; 803 KAR 1:070  
Fair Labor Standards Act  
Garcia v. San Antonio Metropolitan Transit Authority, 105 S. Ct. 1005 (1985)

**RELATED POLICY:**

03.2211

## CLASSIFIED PERSONNEL

**Holidays and Annual Leave****HOLIDAYS**

All classified personnel who qualify shall be eligible for four (4) paid holidays designated in the official school calendar. These are part of the school year required by state law.<sup>1</sup>

Twelve (12)month employees shall be paid for holidays as designated by the Board as falling within the work calendar. To be paid for a holiday, the employee must work or be on paid leave the day prior to the holiday.

**EXCEPTION**

The Superintendent may require, for security or other reasons, certain classified personnel to work on holidays.

**ANNUAL LEAVE**

All full-time twelve (12)-month classified employees will earn annual leave for years of service in the Hardin County Schools as follows:

**NON-ADMINISTRATIVE LEAVE**

| Years of<br>Service in<br>Hardin Co. | No. of Days per<br>Month | No. of Days per Year |
|--------------------------------------|--------------------------|----------------------|
| 0 through 5                          | 1.00                     | 12                   |
| 6 through<br>15                      | 1.25                     | 15                   |
| 16 or more                           | 1.50                     | 18                   |

**ADMINISTRATIVE LEAVE**

| Years of<br>Service in<br>Hardin Co. | No. of Days per<br>Month | No. of Days per<br>Year |
|--------------------------------------|--------------------------|-------------------------|
| 0 through 5                          | 1.75                     | 21                      |
| 6 through<br>15                      | 2.00                     | 24                      |
| 16 or more                           | 2.25                     | 27                      |

~~Beginning July 1, 2022, annual leave shall be accrued at the rate of 1/12 of the eligible annual leave per month. An eligible employee may request vacation days in advance from the Superintendent/designee not to exceed what will be earned in a fiscal year.~~

In the event that an employee transfers from a position that accrues annual leave to a position that does not accrue annual leave, any remaining unused annual leave days will be paid out at the time of transfer or resignation.



## **Holidays and Annual Leave**

### **ANNUAL LEAVE (CONTINUED)**

Under KRS 161.540 (1), employees eligible for annual leave would be allowed to accumulate a maximum of forty (40) days for which compensation may be made at retirement. Employees may carry over no more than forty (40) annual leave days from one fiscal year to the next. The Superintendent is authorized to approve an exception to the 40-days maximum carry over beyond June 30. Annual leave may be used only in whole- or half-day increments.

All full-time, 12-month employees must have worked more than one-half of the work days in a month to qualify for vacation leave for that month. Vacation shall accrue only when an employee is working or on authorized leave with pay.

In the year an employee retires, resigns, or employment is otherwise terminated, annual leave shall be prorated and accrue on a monthly basis at the rate of 1/12 of the eligible annual leave per month, not to exceed total leave time available.

### **APPROVAL**

The employee must obtain approval from his/her immediate supervisor before taking annual leave. The employee's immediate supervisor may deny the request for annual leave if s/he deems that the time for such leave would cause undue hardship or interfere with the daily operations of the District.

Approved holidays/closures shall not be counted in the annual leave provision of this policy.

### **REFERENCES:**

KRS 158.070  
KRS 160.291  
KRS 161.154  
KRS 2.110  
KRS 2.190  
OAG 76-484

## CLASSIFIED PERSONNEL

**Personal Leave****NUMBER OF DAYS**

Fulltime classified employees shall be entitled to three (3) days of personal leave with pay each school year. Personal leave may be taken only in whole- or half-day increments.

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

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, provided the employee works enough hours in the position to be considered at least one-half time.

**APPROVAL**

The Superintendent or designee (employee's immediate supervisor) must approve the leave date and should be given a written notice of one (1) week (and not less than one (1) day), but no reasons shall be required for the leave. The administration reserves the right to deny personal leave on a particular date if such leave would affect the normal operations of the school.

Employees on paid leave shall not be compensated for any duties, regular or extra services, during the paid leave period.

**LIMITED NUMBER**

No more than five percent (5%) of a school's classified employees may take personal leave on a given day. If requests exceed five percent (5%), those making earliest application will be given preference.

**PROHIBITION**

Personal leave shall not be taken on the day before a holiday or calendar break, or on the first day following a holiday or calendar break, or taken during the first or last week of the school year without the written approval of the Superintendent.

**OPTIONS**

1. Personal leave days not taken during the school year shall not accumulate as personal leave days. On July 1 of each year, unused personal leave from the previous year will automatically be converted to sick leave unless a written request to do otherwise is received from the employee.
2. At the end of each fiscal year, the employee may exercise the option to be compensated at the rate of thirty dollars (\$30.00) or the daily rate, whichever is less. Excluded from the thirty-dollar (\$30.00)-option are all twelve (12)-month employees and administrators. The employee must request to be compensated for unused personal leave in writing to the payroll department by April 30th.
3. Unused personal leave will not be paid upon layoff, resignation, or termination. The exception will be made for an employee who completes the regular school year and chooses one of the two options above.



**Personal Leave**

**STATEMENT**

Employees taking personal leave must file a personal statement stating that the leave was personal in nature.

**REFERENCES:**

KRS 161.154  
OAG 77115

**RELATED POLICY:**

03.2232

## CLASSIFIED PERSONNEL

**Family and Medical Leave****REASONS**

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

1. For the birth and care of an employee's newborn child or for 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 covered active duty or call to active duty involving deployment to a foreign country of the employee's spouse, son, daughter, or parent who serves in a reserve component or as an active or retired member of the Regular Armed Forces or Reserve in support of a contingency operation; and
5. To care for a covered service member (spouse, son, daughter, parent or next of kin) who has incurred or aggravated a serious injury or illness in the line of duty while on active duty in the Armed Forces that has rendered or may render the family member medically unfit to perform his/her duties or to care for a covered veteran with a serious injury or illness as defined by federal regulations.

**NOTICES AND DEADLINES**

- a. Employees who may be eligible for or who request leave for any of the above reasons shall be provided an FMLA notice of eligibility and rights and responsibilities. Requests for family and medical leave entitlement should be made in writing but verbal requests may be made to the immediate supervisor or other designated administrator who shall then document the request. The District may require that a request for leave be supported by a certification for health care or military-related situations as permitted by federal law, but such requirements must be set out in the required notice.

*Deadline for Notice to be Provided:* Absent extenuating circumstances, within five (5) business days of District receipt of a request or the District being made aware of a potentially qualifying reason.

NOTE: Only the District's human resources professional, leave administrator, or personnel director may contact an employee's health care provider to clarify or authenticate an FML certification in support of an FML request about which there are questions. The employee's direct supervisor shall not contact the provider.

- b. The District shall designate an employee's leave, paid or unpaid, as FMLA-qualifying and shall provide a designation notice indicating whether the request is approved or if additional information is needed. Leave may be delayed if the employee does not provide proper notice (30 days advance notice for a foreseeable leave; otherwise, notice as soon as the need becomes known).

*Deadline for Notice to be Provided:* Absent extenuating circumstances, within five (5) business days of learning that an FMLA reason supports the leave.



## **Family and Medical Leave**

### **ELIGIBILITY**

Employees are eligible for up to twelve (12) workweeks of family and medical leave each ~~calendar~~<sup>school</sup> year, if they have been employed by the District for twelve (12) months, have worked at least 1,250 hours during the twelve (12) months preceding the start of the leave, and otherwise qualify for family and medical leave. When family and medical military caregiver leave is taken based on a serious illness or injury of a covered service member, an eligible employee may take up to twenty-six (26) workweeks of leave during a single twelve-month period. This provision also applies to covered service members/veterans that have been on active duty within the past five (5) years as defined by federal regulation.

In determining whether returning veterans meet the minimum 1,250 hour standard, hours actually worked for the District during the twelve-month period are to be combined with hours they would have worked for the District had they not been called for military service.

In situations involving both the Americans with Disabilities Act (ADA) and FMLA, the District shall apply the law affording the employee the greater benefit.

### **RESTRICTIONS**

When an employee's workrelated injury/medical state qualifies as a serious health condition, worker's compensation leave shall run concurrently with the twelve (12) workweek entitlement.

Paid leave used by the employee as required under this policy shall count, as applicable, against the twelve (12) or twenty-six (26) FMLA workweek entitlement.

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

When both spouses 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.

**EXCEPTION:** The limit on the combined amount of family and medical leave shall be twenty-six (26) workweeks when both eligible spouses are employed by the District and are eligible for leave that involves a covered Armed Forces service member/veteran.

Unused family and medical leave shall not accumulate from year to year.

### **INTERMITTENT LEAVE/REDUCED HOURS**

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

### **CONTINUATION OF BENEFITS**

While on family and medical leave, employees shall be entitled to all employment benefits accrued prior to the date on which the leave commenced. Health insurance for an employee on family and medical leave shall continue to be provided by the state on the same basis had the employee not taken leave. Other employment benefits and seniority shall not accrue during unpaid family and medical leave.

## **Family and Medical Leave**

### **RETURN 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.

### **NOTICE**

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 and distributing notices as required by law.

### **REFERENCES:**

Family and Medical Leave Act of 1993, 29 U.S.C. 2601-2654  
Title I of the FMLA, as amended by the National Defense Authorization Act  
Code of Federal Regulations, Title 29, Part 825  
OAG 17-022

### **RELATED POLICIES:**

03.223; 03.2232; 03.2233; 03.2234; 03.2238; 03.224



## CLASSIFIED PERSONNEL

**Enrollment of Employee Child**

Full-time employees who live outside the District shall have the option of enrolling their children in any District school without a tuition charge, contingent on the District receiving ADA as provided by law.

Full-time employees who are residents of the District shall have the option of enrolling their children in any District school, as long as that school is below its 95% capacity. If the school is above 95% capacity, then the employee may apply in the school where they are working or its feeder school (for convenience) and provisions of procedure 9.1~~2~~<sup>4</sup> AP.1 would prevail.

**PROVISIONS**

The above privileges are based on the following provisions:

1. Employees shall obtain approval from the Principal at each transition point (applications must be received before ~~February~~<sup>March</sup> 28~~30~~<sup>th</sup> of the year prior to the request) from the school of choice. Employees who move into the Hardin County School District after the ~~February~~<sup>December</sup> deadline will be permitted to make an exception request.
2. It is to be understood by all employees that when District changes are made that cause inconvenience to the general public, the Superintendent may revoke these privileges when they lead to problems or misunderstandings.
3. Adequate space is available. If a school reaches class enrollment maximums on or before September 15, students granted District exceptions will be subject to the provisions of procedure 09.1~~2~~<sup>4</sup> AP.1.
4. Written requests for preschool age children will be considered after September 15 when more accurate projections can be determined. This decision will be made by the Principal and Early Childhood Director. To continue in the school of choice, the employee must obtain approval from the Principal at each transition point.
5. The student must have met and continue to meet the guidelines of the Code of Conduct of the Hardin County Schools and the local schools' policies.
6. The student must have made and continue to make satisfactory academic progress.
7. There will be no cost or service to the Board (e.g., transportation).

**REFERENCES:**

KRS 157.350; KRS 158.120  
OAG 72154  
702 KAR 7:125

**RELATED POLICIES:**

09.11; 09.12; 09.124



## CLASSIFIED PERSONNEL

**Harassment/Discrimination****DEFINITION**

Harassment/Discrimination of employees is unlawful behavior based on the race, color, national origin, age, religion, sex (including sexual orientation or gender identity), genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions 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.

**PROHIBITIONS**

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 who may come into contact with employees and students. (Acts of harassment/discrimination based on sex may be committed by persons of the same or the opposite sex.)

District staff shall provide for a prompt and equitable resolution of complaints concerning harassment/discrimination.

**DISCIPLINARY ACTION**

~~Persons engaging~~ Employees who engage in discrimination or harassment of a student or employee in the Hardin County School System harassment/discrimination of another employee or 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.

**GUIDELINES**

Employees who believe they or any other employee, student, 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. Otherwise, reports of harassment/discrimination may be made directly to the Superintendent. If an employee is not assigned to a particular school, a report of harassment/discrimination may be made to the employee's immediate supervisor or to the Superintendent. Additionally, if sexual discrimination or harassment is being alleged, reports may be made directly to the Title IX/Equity Coordinator. Complaints of harassment/discrimination, whether verbal or written, shall lead to a documented investigation and a written report.

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

The Superintendent shall provide for the following:

1. Investigation of allegations of harassment/discrimination to commence as soon as circumstances allow, but not later than five (5) working days of receipt of the original complaint, regardless of the manner in which the complaint is communicated to a District administrator. A written report of all findings shall be completed within thirty (30) calendar days, unless additional time is necessary due to the matter being investigated by a law enforcement or governmental agency. Should the investigation continue beyond thirty (30) calendar days, the Title IX Coordinator will notify the Complainant of the anticipated date that the investigation will be completed.



**Harassment/Discrimination****GUIDELINES (CONTINUED)**

2. The Superintendent/designee may take interim measures to protect complainants during the investigation.
3. A process to identify and implement, within ~~fivethree~~ (53) ~~workingsechool~~ days of the submission of the written investigative report, methods to correct and prevent reoccurrence of the harassment/discrimination. If corrective action is not required, an explanation shall be included in the report.
4. A process to be developed and implemented to communicate requirements of this policy to all staff, which may include, but not be limited to, the following:
  - written notice provided in publications such as handbooks, staff memoranda, and/or pamphlets;
  - postings in the same location as are documents that must be posted according to state/federal law; 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.
5. Annual training explaining prohibited behaviors and the necessity for prompt reporting of alleged harassment/discrimination; and
6. Development of alternate methods of filing complaints for individuals with disabilities and others who may need accommodation.

**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 an employee to believe that he or she must submit to unwelcome sexual conduct in order to maintain employment or that a personnel decision will be based on whether or not the employee submits to unwelcome sexual conduct;
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 individuals with disabilities in antisocial, dangerous, or criminal activity where they, because of disability, are unable to comprehend fully or consent to the activity; and
7. Destroying or damaging an individual's property based on any of the protected categories.

## **Harassment/Discrimination**

### **CONFIDENTIALITY**

District employees involved in the investigation of complaints shall respect, as much as possible, the privacy and anonymity of all parties involved.

### **APPEAL**

Upon the completion of the investigation and correction of the conditions leading to the harassment/discrimination, any party may appeal in writing any part of the findings and corrective actions to the Superintendent or Title IX/Equity Coordinator (HCS Harassment/Discrimination Complaint Procedure).

If a supervisory staff member is an alleged party in the harassment/discrimination complaint, provision shall be made for addressing the complaint to a higher level of authority.

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.

### **RETALIATION PROHIBITED~~NONRETALIATION~~**

No one shall retaliate against any person because s/he has submitted a grievance, assisted or participated 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.

### **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, 03.212, 03.2325 and/or 09.422.

### **REFERENCES:**

'KRS 158.156; KRS Chapter 344; 42 USC 2000e, Civil Rights Act of 1964, Title VII  
29 C.F.R. 1604, 11, Equal Employment Opportunity Commission (EEOC) Regulations  
Implementing Title VII  
20 U.S.C. 1681, Education Amendments of 1972, Title IX  
34 C.F. R. 106.1-106.71, U.S. Department of Education Office for Civil Rights Regulations  
Implementing Title IX  
Genetic Information Nondiscrimination Act of 2008  
Age Discrimination Act, 42 U.S.C. 6101-6107; 34 C.F.R. 110.25  
Bostock v. Clayton County, Georgia 140 S.Ct. 1731 (2020)  
H.R. 1065 (EH) - Pregnant Workers Fairness Act

### **RELATED POLICIES:**

03.212; 03.2325; 03.26; 09.2211; 09.422; 09.42811



### **School Activity Funds**

School activity funds may be expended for purposes which contribute generally to the benefit of the students, provided expenditures are consistent with requirements set out in Accounting Procedures for Kentucky School Activity Funds (Redbook). Based on a schedule developed by the Superintendent, the Board shall review the status of school activity funds at least twice each fiscal year.

#### **UNIFORM ACCOUNTING**

All personnel shall comply with the uniform financial accounting system<sup>1</sup> and activity fund accounting procedures set out in Kentucky Administrative Regulation.<sup>2</sup>

#### **TWO SIGNATURES REQUIRED**

The Principal, or school councils in SBDM schools, shall be responsible for the manner in which accounts are kept and preserved. Two signatures shall be required on each check drawn against school activity funds, neither of which may be a signature stamp. The two (2) signatures shall be the manual signatures of the Principal/designee and the school treasurer.

#### **PURCHASE ORDERS**

Activity funds may only be expended as authorized in the Accounting Procedures for Kentucky School Activity Funds.

Activity fund purchases must be supported by a properly executed purchase request, billing invoice, standard invoice, and authorization for payment by the Principal.

Because no school activity fund is permitted to end the fiscal year with a deficit balance, the school shall not expend or commit to expend any activity fund in excess of total revenue received for the fiscal year. Should this occur, the employee(s) responsible shall be subject to appropriate disciplinary action, and the Superintendent may require the school/council to present for Board approval a plan for reimbursement of any deficit amount.

#### **FINANCIAL REPORTS**

Each month the Principal shall provide the District Finance Officer with a financial report for activity fund accounts. On or before July 25, following the end of the fiscal year, the Principal shall submit to the District Finance Officer an annual financial report for those accounts.

#### **DEFINITION OF SCHOOL ACTIVITY FUNDS**

School activity funds refer to all school funds including funds derived from fund-raising activities and Board approved fees sponsored under the auspices of the school by student clubs or student organizations. Funds raised or received by organizations that do not come under the direct supervision of school authorities shall not be considered school activity funds.

#### **DEFINITION OF DISTRICT ACTIVITY FUNDS**

Non-student generated funds collected at the school level to be used for operating costs. Operating costs are the expenses which are related to the operation of a District, or to the operation of a device, component, or a piece of equipment or facility. They are the cost or resources used by a District just to maintain its existence.<sup>1</sup>

Funds carry over at year end subject to board policy.

### **School Activity Funds**

#### **DONATIONS**

With the Principal's approval, schools may receive donations, including gifts of personal property, for the benefit of the school or for the students of the school, that are valued at an amount as determined by the Board in Policy 04.61 and hold and use as requested. Donations valued at more than that amount must be approved by the Board.

Donations specifically for instructional materials or operating expenses must be sent to the District as District Activity Funds.

Donations valued at \$250 or more require a Donation Acceptance Form be completed.

A listing of all donations shall be submitted to the Board at the end of each fiscal year.

#### **AUDIT OF FUNDS**

All school activity funds shall be audited annually by a certified public accountant. All audit reports shall be reviewed and appropriate action taken as required by Kentucky Administrative Regulation.<sup>1</sup>

#### **SUPPORT/BOOSTER CLUBS**

Parentteacher associations and booster club funds are subject to deposit and accounting procedures as school activity funds.<sup>3</sup> Each year the Principal shall be provided the following from all support/booster club organizations as required by the state activity fund accounting procedures:

1. Within the first thirty (30) days of the school year or within thirty (30) days of the first transaction for the group:
  - a. Names of club officers;
  - b. Federal Employer Identification Number (FEIN); and
  - c. A copy of the annual budget.
  - d. A signed copy of the Booster/Support Agreement.
2. An annual financial report and a copy of the June 30 bank statement by July 25 for the year ending June 30 reporting receipts, expenditures, and beginning and ending balances;<sup>1</sup> and
3. All other information required by Accounting Procedures for Kentucky School Activity Funds.

The Board authorizes the Superintendent and/or designee (Principal) to oversee and authorize booster operations of concessions at the school site.

External support/booster organization officers are solely responsible for ensuring that their group is in compliance with District policies, external support/booster organization guidelines in the Redbook, and state and federal regulations. The District, including any District employee, shall not be held responsible for any deficiencies by the external support/booster organization.

All support/booster organizations wishing to be recognized by and/or affiliated with the District shall comply with the following:



### **School Activity Funds**

- The Booster/Support group must have bank statements sent to the school to be reviewed by the Principal/designee;
- Adhere to applicable state and federal laws, including taxable income reporting requirements, when conducting fund-raising activities to benefit the school or District; and
- Conduct fund-raising activities to benefit the entire group and not permit credit to be earned through fund-raising for an individual student.

Proof of general liability insurance for external support/booster organizations must be submitted to the Principal prior to commencing any fund-raising activities.

Each year the Superintendent shall report to the Board when all booster organizations have been informed of requirements from the Accounting Procedures for Kentucky School Activity Funds that apply to them.

External support/booster organizations shall obtain prior Board approval to establish and lend support, seek assistance, and/or raise funds in the name of the District or school or students or a District or school program.

All funds expended by a support/booster organization shall be from their fund-raising activities and donations. No dues, fees, or charges shall be assessed to students or parents, except for the PTA forwarding membership fees to national/state/district/local chapters.

External support/booster organizations cannot reimburse District employees for personal and booster club purchases.

Although they may be general members, Board members and employees shall not serve as the treasurer or any other officer with check-signing authority on a bank account for an external support/booster organization. Employees may serve as a member of the executive board of an organization.

#### **CONTRACTS SIGNED BY PRINCIPALS**

The Board shall, through policy, authorize the Principal to enter into the following types of contracts:

1. Fundraising endeavors (i.e., picture sales, vending machine leases, Tshirt sales, etc.)
2. Lease/purchase of equipment such as copiers, service contracts, telephone systems.

Contracts other than those listed above shall be reviewed and approved by the Superintendent and/or the Finance Department (Chief Operations Officer/Finance Director).

By entering into contracts in the manner set out above, it is the intent of the Board and the administrative staff that the Principal is signing as an agent of the Board and is not to be personally liable for any portion of the contract.

By entering into any contract, the Principal is advised to have the contract reviewed by the Finance Department. In addition, upon the execution of a contract, a copy of the contract shall be forwarded to the Finance Department to be placed on file.

**School Activity Funds**

**REFERENCES:**

<sup>1</sup>702 KAR 3:130; Accounting Procedures for Kentucky School Activity Funds

<sup>2</sup>702 KAR 3:120

<sup>3</sup>OAG 79556

KRS 139.497; KRS 156.070; KRS 158.290; KRS 160.290; KRS 160.340

**RELATED POLICIES:**

04.31211; 04.61; 09.33



## **Absences and Excuses**

Pupils are required to attend regularly and punctually the school in which they are enrolled. This requirement applies regardless of the number of Carnegie units of instruction necessary for graduation.

Teachers are required to keep an accurate attendance record for each of their classroom assignments. Recording of absences and tardies shall be made in compliance with the requirements of 702 KAR 7:125.<sup>1</sup>

### **TRUANCY DEFINED**

Any student who has attained the age of six (6), but has not reached his/her eighteenth (18th) birthday, who has been absent from school without valid excuse for three (3) days or more, or tardy without valid excuse on three (3) days or more, is a truant.

Any student enrolled in a public school who has attained the age of eighteen (18) years, but has not reached his/her twenty-first (21st) birthday, who has been absent from school without valid excuse for three (3) or more days, or tardy without valid excuse on three (3) or more days, is a truant.

Any student who has been reported as a truant two (2) or more times is a habitual truant.

Once a student under twenty-one (21) years of age is absent or tardy six (6) or more days without valid excuse, this student's name shall be forwarded to the Division of Student Services as a habitual truant for possible court action. Furthermore, a school hearing shall be conducted concerning the student's attendance record.

For the purposes of establishing a student's status as a truant, a student's attendance record is cumulative for an entire school year. When students transfer from one Kentucky district to another, attendance information from the previous district shall become part of their official attendance record for that school year.

### **DEFINITIONS**

Definitions of terms used in this section:

#### **HIGH SCHOOL (GRADES 9-12)**

**Full credit:** A Carnegie unit of instruction that a student earns by successfully maintaining a passing grade (70) without being absent more than twelve (12) regularly scheduled class periods per school year in that class.

#### **HIGH SCHOOL (GRADES 9-12)**

**Half-credit:** One-half (½) of a Carnegie unit of instruction that a student earns by successfully maintaining a passing grade (70) without being absent more than six (6) regularly scheduled class periods per semester in that class.

**SeTrimester:** That period of the adopted school calendar determined on an annual basis by the Board. This amount of time is generally one-half (½) of the school year, but the ending may change due to unforeseen circumstances.

**If a student fails to make up seat time for any trimester course during Detention, Saturday School, Summer School, and/or Principal Discretion, the credit will be withheld from the transcript.**

**Absences and Excuses****VALID EXCUSES**

1. Illness that is verified by a doctor or medical agency, including mental or behavioral health, (parent/guardian notes will be accepted for up to six (6) absences – excused for only one (1) day per note);
2. Orders of the court (this applies to summonses and subpoenas);
3. Death or severe illness in the immediate family verified by a written statement (“immediate family” shall mean: father; mother; brother; sister; grandfather; grandmother; blood-related aunt, uncle, niece, nephew; or anyone living under the same household roof with the student);
4. Religious holidays and practices;
5. If a student is sent home for lice, one (1) day per instance will be excused with any additional days missed beyond this to be considered unexcused;
6. Documented military leave;
7. One (1) day prior to departure of parent/guardian called to active military duty;
8. One (1) day upon the return of parent/guardian from active military duty;
9. Visitation for up to ten (10) days with the student’s parent, de facto custodian, or person with legal custody who, while on active military duty stationed outside of the country, is granted rest and recuperation leave;
10. Ten (10) days for students attending basic training required by a branch of the United States Armed Forces;
11. Students participating in any of the page programs of the General Assembly;<sup>2</sup> or
12. Circumstances if approved by the Principal or his/her designee, including trips qualifying as educational enhancement opportunities.

Students shall be granted an excused absence for up to ten (10) school days to pursue an educational enhancement opportunity determined by the Principal to be of significant educational value. This opportunity may include, but not be limited to, participation in an educational foreign exchange program or an intensive instructional, experiential, or performance program in one (1) of the core curriculum subjects of English, science, mathematics, social studies, foreign language, and the arts.

Unless the Principal determines that extenuating circumstances exist, requests for date(s) falling within State or District testing periods shall not be granted.

The Principal’s determination may be appealed to the Superintendent/designee whose decision may then be appealed to the Board under its grievance policy and procedures.



## **Absences and Excuses**

### **VALID EXCUSES (CONTINUED)**

Students receiving an excused absence under this section shall have the opportunity to make up school work missed and shall not have their class grades adversely affected for lack of class attendance or class participation due to the excused absence.

The Principal/designee shall determine the validity of each excuse presented.

Any excuse must be presented within five (5) days after the student returns to school. If the excuse is not presented in that time, the absence will remain unexcused. It is the student's responsibility to provide documentation to the appropriate school administrator in a timely manner.

### **STATEMENT OF POLICY—GRADES 9-12**

In order to be eligible to receive class credit(s) in Grades 9–12, a student shall not be absent without a valid excuse more than six (6) regularly scheduled class periods per class each semester while maintaining a passing grade. Any additional invalid absence(s) may be made up at a rate of one (1) hour make-up for each hour of class missed. It shall be the student's responsibility to schedule make-up time with the school administration. Make-up time should be scheduled two (2) days prior to the Saturday that the student wishes to attend.

### **For Schools without SBDM Councils**

### **PROCEDURES ADMINISTERING ATTENDANCE POLICY (GRADES 9-12)**

1. The classroom teacher will keep an accurate daily attendance record for each of his/her classroom assignments. All absences shall be recorded daily by the classroom teacher. All reports concerning attendance will be completed and forwarded to the proper persons as indicated and required by the attendance policy and the administering procedures.
2. When a student has been absent five (5) times per semester in a class period, notification will be sent to the parent/guardian. It will be the parent's/guardian's and student's responsibility to monitor additional absences.
3. Students may make up time by attending Saturday School and/or detention.
  - a. Should a student need additional make-up time to complete the first semester's attendance requirement, the school administration will schedule a maximum of thirty (30) additional hours of make-up time. Make-up time must be completed within three (3) weeks beyond the end of the first semester.
  - b. Should a student need additional make-up time to complete the second semester's attendance requirement, the school administration will schedule a maximum of thirty (30) additional hours of make-up time. Make-up time must be completed within one (1) week beyond the end of the second semester.
4. At the end of each quarter, attendance will be monitored. Any student who has exceeded six (6) invalid absences will have his/her school privileges (i.e., driving privileges, extracurricular activities, field trips, etc.) suspended until his/her make-up time is completed. In addition, a referral shall be made to the court system instituting proceedings for habitual truancy.



**Absences and Excuses****PROCEDURES ADMINISTERING ATTENDANCE POLICY (GRADES 9-12) (CONTINUED)**

5. Failure to comply with the attendance policy will result in the loss of class credit(s) for students in Grades 9–12. The school administration will confer with the parent/guardian of any student not complying with the attendance policy.

**PROCEDURES FOR ADMINISTERING ATTENDANCE POLICY (MIDDLE SCHOOL)**

1. The classroom teacher will keep an accurate daily attendance record for each of his/her classroom assignments. All absences shall be recorded daily by the classroom teacher. All reports concerning attendance will be completed and forwarded to the proper persons as indicated and required by the attendance policy and the administering procedures.
2. When a student has been absent ten (10) days, notification will be sent to the parent/guardian. It will be the parent's/guardian's and student's responsibility to monitor additional absences.
3. Should a student need make-up time to complete the year's attendance requirement, the school administration will schedule a maximum of ten (10) additional days' make-up time. This make-up time must be completed within two (2) weeks beyond the end of the regular school term.

**For Schools without SBDM Councils****PROCEDURES FOR ADMINISTERING ATTENDANCE POLICY (MIDDLE SCHOOL) (CONTINUED)**

4. Any student who exceeds six (6) invalid absences in a semester will have his/her school privileges (i.e., extracurricular activities, field trips, etc.) suspended until make-up time is completed. In addition, a referral shall be made to the court system instituting proceedings for habitual truancy.
5. Middle school students who fail to comply with the attendance policy will be denied promotion. The school administration will confer with the parent/guardian of any student not complying with the attendance policy.

**For Schools without SBDM Councils****STATEMENT OF POLICY—ELEMENTARY SCHOOL (GRADES K-5)**

When a student has been absent without valid excuse for three (3) days, notification will be sent to the parent/guardian. After a student has been absent five (5) times without valid excuse, the parent/guardian will be notified that any additional absence without valid excuse will be forwarded to the Director of Student Services. Valid excuses will include:

1. Illness, including mental or behavioral health, that is verified by a doctor or medical agency (parent/guardian notes will be accepted for up to six (6) absences – excused for only one (1) day per note);
2. Orders of the court (this applies to summonses and subpoenas);
3. Death or severe illness in the immediate family verified by a written statement ("immediate family" shall mean: father; mother; brother; sister; grandfather; grandmother; blood-related aunt, uncle, niece, nephew; or anyone living under the same household roof with the student;



**Absences and Excuses****STATEMENT OF POLICY—ELEMENTARY SCHOOL (GRADES K-5) (CONTINUED)**

4. Religious holidays and practices;
5. If a student is sent home for lice, one (1) day per instance will be excused with any additional days missed beyond this to be considered unexcused;
6. One (1) day prior to departure of parent/guardian called to active military duty;
7. One (1) day upon the return of parent/guardian from active military duty;
8. Visitation for up to ten (10) days with the student's parent, de facto custodian, or person with legal custody who, while on active military duty stationed outside of the country, is granted rest and recuperation leave;
9. Students participating in any of the page programs of the General Assembly;<sup>2</sup> or
10. School activities or circumstances if approved by the Principal or his/her designee.

**MAKE-UP WORK**

Students having absences must make up work. It is the student's and/or parent's/guardian's responsibility to contact the teachers concerning make-up work during the teacher's planning periods or before or after school hours. For every day the student misses, the student will receive the same amount of days to complete the make-up work. The counting of days for make-up work starts the second day after the student has returned following the period of absence.

**STUDENTS WITH DISABILITIES**

In cases that involve students with disabilities, the procedures mandated by federal and state law for students with disabilities shall be followed.

**REFERENCES:**

<sup>1</sup>702 KAR 7:125

<sup>2</sup>KRS 159.035

KRS 36.396; KRS 38.470; KRS 40.366

KRS 158.070; KRS 158.183; KRS 158.293; KRS 158.294

KRS 159.140; KRS 159.150; KRS 159.180

OAG 76566; OAG 7968; OAG 79539; OAG 9179; OAG 96-28

**RELATED POLICIES:**

09.111; 09.122; 09.1231; 09.4281; 09.4341

09.126 (re requirements/exceptions for students from military families)

**- CERTIFIED PERSONNEL -****Personal Leave****NUMBER OF DAYS**

Full-time certified employees shall be entitled to three (3) days of personal leave with pay each school year. Personal leave may be taken only in whole- or half-day increments.

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

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, provided the employee works enough hours in the position to be considered at least one-half time.

**APPROVAL**

The Superintendent or designee (employee's immediate supervisor) must approve the leave date and should be given a written notice of one (1) week (and not later than one (1) day), but no reasons shall be required for the leave.

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

Employees on paid leave shall not be compensated for any duties, regular or extra service, during the paid leave period.

**LIMITED NUMBER**

No more than five percent (5%) of a school's certified employees may take personal leave on a given day. If requests exceed five percent (5%) on the school level, those making earliest application will be given preference.

When the certified staff of a school is less than twenty (5% equaling one employee), one (1) person will be allowed personal leave on any one day.

**PROHIBITION**

Personal leave shall not be taken on the day before a holiday or calendar break, or on the first day following a holiday or calendar break, or taken during the first or last week of the school year without the written approval of the Superintendent.

**OPTIONS**

1. Personal leave days not taken during the school year shall not accumulate as personal leave days. On July 1 of each year, unused personal leave from the previous year will automatically be converted to sick leave unless a written request to do otherwise is received from the employee.
2. At the end of each fiscal year, the employee may exercise the option to be compensated at the rate of seventy-five dollars (\$75.00) for each unused personal leave day. Excluded from the seventy-five-dollar (\$75.00)-option are all Central Office staff, administrators, and counselors. **The employee must request their desire to be compensated for the unused personal leave day in writing to the payroll department by April 30.**



**Personal Leave**

**OPTIONS (CONTINUED)**

3. Unused personal leave will not be paid upon layoff, resignation, or termination. The exception will be made for an employee who completes the regular school year and chooses one of the two options above.

**STATEMENT**

Employees taking personal leave must file a personal statement stating that the leave was personal in nature.

**REFERENCES:**

[KRS 161.154; OAG 77-115](#)

**RELATED POLICY:**

03.1232

Adopted/Amended: 6/15/2023  
Order #: 11129

## **Motor Vehicle Use**

### **CONDITIONS FOR USE**

With written consent of the parent/guardian~~parental request~~ and under conditions prescribed by the school Principal,<sup>1</sup> high school ~~students~~pupils may be permitted to drive motor vehicles onto the school grounds. Vehicles shall be parked in designated areas on the school campus and are not to be visited or moved during the school day unless permission is given by the Principal or his/her designee. Students/guardians are to complete the Driving Permit Regulations form for each campus where the student drives to and from class. Student drivers who have class on multiple campuses within Hardin County Schools shall be permitted to drive to and from class during the school day with written consent provided on the school(s) Driver/Parking Permit form. This is voluntary as bus transportation is available to all campuses.

### **PRIVILEGE MAY BE REVOKED**

Driving on the school grounds is a privilege which may be revoked if conditions (i.e., excessive absences/tardies, behavioral violations) are violated.<sup>2</sup>

### **REFERENCES:**

<sup>1</sup>KRS 161.180

KRS 160.290

<sup>2</sup>OAG 74783



## **Harassment/Discrimination**

### **DEFINITION**

Harassment/Discrimination is unlawful behavior based on race, color, national origin, age, religion, sex (including sexual orientation or gender identity), 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.

The provisions of 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.

### **PROHIBITIONS**

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 who may come into contact with employees and students. (Acts of harassment/discrimination based on sex may be committed by persons of the same or the opposite sex.)

District staff 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.

### **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. Otherwise, reports of harassment/discrimination may be made directly to the Superintendent. Additionally, if sexual discrimination or harassment is being alleged, reports may be made directly to the District Title IX/Equity Coordinator~~Civil Rights Compliance Officer~~.

Complaints of harassment/discrimination, whether verbal or written, shall lead to a documented investigation and a written report.

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.

The Superintendent shall provide for the following:

1. Investigation of allegations of harassment/discrimination to commence as soon as circumstances allow, but not later than fivethree (53) school days of receipt of the original complaint, regardless of the manner in which the complaint is communicated to a District administrator. A written report of all findings of the investigation shall be completed within thirty (30) calendar days, unless additional time is necessary due to the matter being investigated by a law enforcement or governmental agency.

## **Harassment/Discrimination**

### **GUIDELINES (CONTINUED)**

Should the investigation continue beyond thirty (3) calendar days, the Title IX/Equity Coordinator will notify the Complainant of the anticipated date that the investigation will be completed.

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

2. A process to identify and implement, within three (3) school days of the submission of the written investigative report, methods to correct and prevent reoccurrence of the harassment/discrimination. If corrective action is not required, an explanation shall be included in the report. 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 guardians, 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.

3. 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; and
4. Development of alternate methods of filing complaints for individuals with disabilities and others who may need accommodation.

When sexual harassment is alleged, the District Title IX/Equity Coordinator~~Civil Rights Compliance Officer~~, as designated in the student handbook/code, shall be notified.

### **NOTIFICATIONS**

Within twenty-four (24) hours of receiving a serious 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.<sup>1</sup>



## **Harassment/Discrimination**

### **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; and
3. Instances involving sexual violence.

### **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.

### **APPEAL**

Upon the completion of the investigation and correction of the conditions leading to the harassment/discrimination, any party may appeal in writing any part of the findings and corrective actions to the Superintendent or District Title IX/Equity Coordinator~~Civil Rights Compliance Officer (HCS Harassment/Discrimination Complaint Procedure)~~.

If a supervisor is an alleged party in the harassment/discrimination complaint, procedures shall also provide for addressing the complaint to a higher level of authority.

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.

### **NONRETALIATION PROHIBITED**

No one shall retaliate against any student or any other person because s/he has submitted a grievance, assisted or participated in an investigation, proceeding, or hearing regarding discrimination or harassment 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.

**Harassment/Discrimination**

**REFERENCES:**

<sup>1</sup>KRS 158.156  
42 USC 2000e, Civil Rights Act of 1964, Title VII  
Racial Incidents and Harassment Against Students at Educational Institutions: Investigative  
Guidance (U.S. Department of Education)  
U.S. Supreme Court – *Franklin vs. Gwinnett County*  
29 C.F.R. 1604.11, Equal Employment Opportunity Commission (EEOC) Regulations  
Implementing Title VII  
20 U.S.C. 1681, Education Amendments of 1972, Title IX  
34 C.F.R. 106.1 – 106.71, U.S. Department of Education Office for Civil Rights  
Regulations Implementing Title IX  
*Gebser v. Lago Vista Independent School Dist.*, 118 S.Ct. 1989 (1998)  
*Davis v. Monroe County Bd. of Educ.*, 119 S.Ct. 1661 (1999)  
*Bostock v. Clayton County, Georgia* 140 S.Ct. 1731 (2020)

**RELATED POLICIES:**

03.162; 03.262  
09.13; 09.2211; 09.227; 09.422; 09.426; 09.438



## **Title IX Sexual Harassment**

### **INTRODUCTION AND SCOPE**

A United States Department of Education regulation published on May 19, 2020 defines sexual harassment for purposes of Title IX (sometimes referred to in policy and procedure as “Title IX Sexual Harassment”). In addition to numerous other matters, the regulation sets forth grievance procedure requirements that apply (including the initiation of a “formal complaint”) before there is a determination that a student is responsible for Title IX Sexual Harassment. The applicable definition of sexual harassment describes serious sexual misconduct. If the alleged actions that are the subject of a formal complaint do not descend to the level of conduct described in the definition of Title IX Sexual Harassment; do not take place in a “program or activity” of the school District within the meaning of Title IX; or do not take place in the United States, the formal complaint must be dismissed.

Such a dismissal does not mean that the alleged offending party cannot be the subject of investigation or discipline on grounds other than “Title IX Sexual Harassment” as addressed in Board policy or law, including conduct allegedly constituting sexual harassment or other sexual misconduct that does fall within the definition of “Title IX Sexual Harassment.”<sup>1</sup>

### **PROHIBITION**

Title IX Sexual Harassment in educational programs or activities of the District is prohibited.

### **GRIEVANCE PROCEDURE**

The District shall provide a Title IX Sexual Harassment grievance procedure that treats complainants and respondents equitably as required by Federal Regulation.<sup>2</sup>

### **DEFINITIONS**

#### **Title IX Sexual Harassment**

“Title IX Sexual Harassment” means conduct on the basis of sex that satisfies one or more of the following:

- 1) An employee of the District conditioning the provision of an aid, benefit, or service of the District on an individual’s participation in unwelcome sexual conduct (i.e., quid pro quo sexual harassment);
- 2) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District’s education program or activity;
- 3) “Sexual assault” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as defined in 34 U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30). For purposes of this definition, “sexual assault” means an offense that meets the definition of rape, fondling, incest, or statutory rape as used in the FBI’s Uniform Crime Reporting system. A sex offense is an act directed against another person, without the consent of the second person, including instances where the second person is incapable of giving consent.<sup>3</sup>



**Title IX Sexual Harassment****DEFINITIONS (CONTINUED)****Title IX Sexual Harassment (continued)**

The term “dating violence” means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be based on the following factors: the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

The term “domestic violence” includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

The term “stalking” means engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person’s safety or the safety of others; or suffer substantial emotional distress.

**Consent**

“Consent” means a voluntary expression of willingness, permission, or agreement to engage in sexual activity throughout a sexual encounter. Consent cannot be granted by an individual: who is less than the statutory age of consent under Kentucky criminal law, has a mental or physical condition or incapacity that prevents the giving of consent; or from whom ostensible “consent” is extracted through threat, coercion, or forcible compulsion.

**Complainant**

“Complainant” means an individual who is alleged to be the victim of conduct that could constitute sexual harassment. This applies to such individual even if no formal complaint is filed. Only a complainant who is participating or attempting to participate in the District’s educational programs or activities may file a formal complaint.

**Respondent**

“Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment. This applies to such individual even if no formal complaint is filed. Only a person in his or her individual capacity is subject to a Title IX investigation.

**Title IX Coordinator (TIXC)**

The TIXC is the individual or individuals designated and authorized to coordinate District Title IX programs. The TIXC is expected to engage in activities intended to provide a fair and neutral process for all parties, including implementation of supportive measures and remedies where appropriate. The District may use co-coordinators and/or deputy coordinators.



## **Title IX Sexual Harassment**

### **Formal Complaint**

“Formal complaint” means a document filed by a complainant or signed by the TIXC alleging sexual harassment against a respondent and requesting that the District investigate the allegation of sexual harassment. A formal complaint may be filed with the TIXC in person, by mail, or by electronic mail, by using the contact information provided by the District. The complaint document may be physical or electronic, shall contain the complainant’s physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint. Where the TIXC signs a formal complaint, the TIXC is not “the complainant” or otherwise considered a party, but is to comply with applicable procedures.

### **Supportive Measures**

“Supportive measures” mean nondisciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, unilateral restrictions on contact that are not unreasonably burdensome on a respondent, changes in work or housing locations, increased security and monitoring of certain areas of the campus, and other similar measures. Supportive measures shall be confidential, to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures. The TIXC is responsible for coordinating the effective implementation of supportive measures.

### **Education Program or Activity**

“Education program or activity” means District operations and includes locations, events, or circumstances over which the District exercises substantial control over both the respondent and the context in which the sexual harassment occurs.

### **Preponderance of the Evidence**

“Preponderance of evidence” means evidence that is of greater weight or more convincing than an asserted fact or facts occurred than evidence in opposition to such facts. It is evidence which as a whole shows that an assertion to be proven is more likely than not.

### **REGULATION AND POLICY DOES NOT AFFECT PARENT RIGHTS**

Absent a court order or other legal requirement to the contrary, a parent or guardian is authorized to act on behalf of a minor student regarding decision-making and the exercise of rights under the Title IX Sexual Harassment policy and procedure, including the opportunity to accompany a minor student to meetings and interviews.



## **Title IX Sexual Harassment**

### **SEGREGATION OF FUNCTIONS / CONFLICT OF INTEREST**

The TIXC, investigator, decisionmaker(s), and any informal resolution facilitator shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. These individuals are to serve impartially without prejudgment of the facts at issue. The investigative, initial decision-making, appellate decision-making, and resolution functions must be performed by different trained individuals, who may be District employees or contractors.

### **CONFIDENTIALITY**

With respect to its administration of Title IX Sexual Harassment policies and corresponding procedures, the District must keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted under FERPA<sup>4</sup>, required by law, or to carry out Title IX purposes, including the conduct of any investigation, hearing or Title IX judicial proceedings.

Investigative evidence directly related to the allegations of a formal complaint gathered by the District is subject to inspection and review by the parties but is not to be disseminated to the public. The United States Department of Education rule commentary provides that under the applicable FERPA definition of “education records” a parent of a complainant or respondent (or eligible student) has a right to inspect and review any witness statement that is directly related to the student, even if that statement contains information that is also directly related to another student, if the information cannot be segregated or redacted without destroying its meaning.<sup>4</sup>

### **EMPLOYEES SHALL REPORT**

Employees who believe or have been made aware that they or any other employee, student, or visitor has been subject to Title IX Sexual Harassment shall report it to the TIXC. Failure to make such a report shall be grounds for discipline up to and including termination. If the knowledge of the reporting party gives rise to reasonable cause to believe that the reported conduct constitutes child abuse Policy 09.227 or a reportable criminal offense Policy 09.2211, notification of state officials shall be made as required by law.<sup>6</sup>

### **ANNUAL NOTICE**

**Employees and students shall receive annual notice of the Title IX sexual harassment policy and procedures including how and where to file a complaint.**

### **FALSE REPORTS PROHIBITED**

Employees or students who intentionally make false reports related to the District’s administration of this policy and the corresponding procedures, are subject to disciplinary sanctions under applicable District policy, law, or the Code of Acceptable Behavior and Discipline, as applicable.



## **Title IX Sexual Harassment**

### **RELATED EVIDENCE RULES SUMMARY**

The following rules apply to the District investigation and grievance process under the Title IX Sexual Harassment regulation:

- a) The District shall not require, allow, rely upon, or otherwise use questions or evidence that constitutes or seeks disclosure of information protected under a legally recognized privilege unless the person holding such privilege has waived the privilege.
- b) The District cannot access, consider, disclose, or otherwise use a party's records made or maintained in connection with provision of treatment to the party by medical or mental health professionals or paraprofessionals unless the District obtains written consent from the party.
- c) Questions and evidence about the complainant's sexual predisposition or prior behavior are not relevant unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct or, such questions or evidence are offered to prove consent.

### **RETALIATION PROHIBITED**

No District or other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any Title IX investigation, proceeding, or hearing. Any reports of retaliation should be made immediately to the TIXC.

### **REFERENCES:**

<sup>2</sup>34 C.F.R. § 106.45

<sup>3</sup>KRS 510.020

<sup>4</sup>85 Fed. Reg. 30433 (May 19, 2020)

Americans with Disabilities Act (42 U.S.C. §12101 et seq., as amended; 28 C.F.R. § 35.107)

Section 504 of the Rehabilitation Act of 1973 (Section 504) (29 U.S.C. § 794 et seq., as amended; 34 C.F.R. § 104.7)

Title IX of the Education Amendments of 1972 (20 USC § 1681, et seq.); 34 C.F.R. Part 106

Clery Act (20 U.S.C. §1092(f)(6)(A)(v))

Violence Against Women Act (34 U.S.C. § 1092(f)(6)(A)(v))

34 U.S.C. § 12291(a)(10)

34 U.S.C. §12291(a)(3)

34 U.S.C. §12291(a)(8)

### **RELATED POLICIES:**

<sup>1</sup>03.162; 03.262; 09.42811

<sup>5</sup>09.14

<sup>6</sup>09.227; 09.2211

03.1621; 03.2621