

1 AN ACT relating to school personnel.

2 ***Be it enacted by the General Assembly of the Commonwealth of Kentucky:***

3 ➔Section 1. KRS 161.155 is amended to read as follows:

4 (1) As used in this section:

5 (a) "Teacher" shall mean any person for whom certification is required as a basis
6 of employment in the common schools of the state;

7 (b) "Employee" shall mean any person, other than a teacher, employed in the
8 public schools, whether on a full or part-time basis;

9 (c) "Immediate family" shall mean the teacher's or employee's spouse, children
10 including stepchildren and foster children, grandchildren, daughters-in-law
11 and sons-in law, brothers and sisters, parents and spouse's parents, and
12 grandparents and spouse's grandparents, without reference to the location or
13 residence of said relative, and any other blood relative who resides in the
14 teacher's or employee's home;

15 (d) "Sick leave bank" shall mean an aggregation of sick leave days contributed by
16 teachers or employees for use by teachers or employees who have exhausted
17 all sick leave and other available paid leave days; and

18 (e) "Assault" shall mean an act that intentionally or wantonly causes physical
19 injury~~[so significant that the victim is determined to be, by certification of a~~
20 ~~physician or surgeon duly qualified under KRS Chapter 342, incapable of~~
21 ~~performing the duties of his or her job].~~

22 (2) Each district board of education shall allow to each teacher and full-time employee
23 in its common school system not less than ten (10) days of sick leave during each
24 school year, without deduction of salary. Sick leave shall be granted to a teacher or
25 employee if he or she presents a personal affidavit or a certificate of a physician
26 stating that the teacher or employee was ill, that the teacher or employee was absent
27 for the purpose of attending to a member of his or her immediate family who was

1 ill, or for the purpose of mourning a member of his or her immediate family. The
 2 ten (10) days of sick leave granted in this subsection may be taken by a teacher or
 3 employee on any ten (10) days of the school year and shall be granted in addition to
 4 accumulated sick leave days that have been credited to the teacher or employee
 5 under the provisions of subsection (4) of this section.

6 (3) **(a)** A school district shall coordinate among the income and benefits from
 7 workers' compensation, temporary disability retirement, and district payroll
 8 and benefits so that there is no loss of income or benefits to a teacher or
 9 employee for work time lost because of an assault while performing the
 10 teacher's or employee's assigned duties for a period of:

11 **1. Sixty (60) school days after an assault; and**

12 **2. Up to one (1) year after ~~an~~^{the} assault *that causes a physical injury so***
 13 ***significant that the victim is determined to be incapable of performing***
 14 ***the duties of his or her job, as certified by a physician or surgeon duly***
 15 ***qualified under KRS Chapter 342.***

16 **(b)** In the event a teacher or employee suffers an assault while performing his or
 17 her assigned duties~~[that results in injuries that qualify the teacher or~~
 18 ~~employee for workers' compensation benefits]~~, the district shall provide leave
 19 to the teacher or employee~~[for up to one (1) year after the assault]~~ with no
 20 loss of income or benefits **for:**

21 **1. Sixty (60) school days after an assault; and**

22 **2. Up to one (1) year after an assault that causes a physical injury so**
 23 ***significant that the victim is determined to be incapable of performing***
 24 ***the duties of his or her job, as certified by a physician or surgeon duly***
 25 ***qualified under KRS Chapter 342.***

26 **(c) Leave provided in accordance with paragraph (b) of this subsection shall be**
 27 **subject to**~~[under]~~ the following conditions:

1 ~~1.[(a)]~~ The district shall pay the salary of the teacher or employee
 2 between the time of the assault and the time the teacher's or employee's
 3 workers' compensation income benefits take effect, or the time the **leave**
 4 **is exhausted**~~[teacher or employee is certified to return to work by a~~
 5 ~~physician or surgeon duly qualified under KRS Chapter 342]~~, whichever
 6 is sooner;

7 ~~2.[(b)]~~ The district shall pay, for **the entire duration of leave**~~[up to one~~
 8 ~~(1) year from the time of the assault]~~, the difference between the salary
 9 of the teacher or employee and any workers' compensation income
 10 benefits received by the teacher or employee resulting from the assault.
 11 Payments by the district shall include payments for intermittent work
 12 time missed as a result of the assault during the **leave**~~[one (1) year]~~
 13 period.~~[If the teacher's or employee's workers' compensation income~~
 14 ~~benefits cease during the one (1) year period after the assault, the district~~
 15 ~~shall also cease to make payments under this paragraph];~~

16 ~~3.[(c)]~~ The Commonwealth, through the Kentucky Department of
 17 Education, shall make the employer's health insurance contribution
 18 during the period that the district makes payments under **subparagraphs**
 19 **1. and 2.**~~[paragraphs (a) and (b)]~~ of this **paragraph**~~[subsection];~~

20 ~~4.[(d)]~~ The Commonwealth, through the Kentucky Department of
 21 Education, shall make the employer's contribution to the retirement
 22 system in which the teacher or employee is a member during the period
 23 that the district makes payments under **subparagraphs 1. and**
 24 **2.**~~[paragraphs (a) and (b)]~~ of this **paragraph**~~[subsection];~~~~[and]~~

25 ~~5.[(e)]~~ Payments to a teacher or employee under **subparagraphs 1. and**
 26 **2.**~~[paragraphs (a) and (b)]~~ of this **paragraph**~~[subsection]~~ shall be
 27 coordinated with workers' compensation benefits under KRS Chapter

1 342, disability retirement benefits for teachers under KRS 161.661 to
 2 161.663, and disability retirement benefits for employees under KRS
 3 61.600 to 61.621 and 78.5522, 78.5524, 78.5526, 78.5528, and 78.5530
 4 so that the teacher or employee receives income equivalent to his or her
 5 full contracted salary, but in no event shall the combined payments
 6 exceed one hundred percent (100%) of the teacher's or employee's full
 7 contracted salary; and

8 **6. In the event a teacher or employee suffers an assault while performing**
 9 **his or her assigned duties, the district shall pay for the costs of**
 10 **counseling services for the teacher or employee at the licensed or**
 11 **certified mental health professional of the teacher's or employee's**
 12 **choosing for the duration of the leave period.**

13 (4) Days of sick leave not taken by an employee or a teacher during any school year
 14 shall accumulate without limitation and be credited to that employee or teacher.
 15 Accumulated sick leave may be taken in any school year. Any district board of
 16 education may, in its discretion, allow employees or teachers in its common school
 17 system sick leave in excess of the number of days prescribed in this section and
 18 may allow school district employees and teachers to use up to three (3) days' sick
 19 leave per school year for emergency leave pursuant to KRS 161.152(3). Any
 20 accumulated sick leave days credited to an employee or a teacher shall remain so
 21 credited in the event he or she transfers his or her place of employment from one (1)
 22 school district to another within the state or to the Kentucky Department of
 23 Education or transfers from the Department of Education to a school district.

24 (5) Accumulated days of sick leave shall be granted to a teacher or employee if, prior to
 25 the opening day of the school year, an affidavit or a certificate of a physician is
 26 presented to the district board of education, stating that the teacher or employee is
 27 unable to commence his or her duties on the opening day of the school year, but

1 will be able to assume his or her duties within a period of time that the board
2 determines to be reasonable.

3 (6) Any school teacher or employee may repurchase previously used sick leave days
4 with the concurrence of the local school board by paying to the district an amount
5 equal to the total of all costs associated with the used sick leave.

6 (7) A district board of education may adopt a plan for a sick leave bank. The plan may
7 include limitations upon the number of days a teacher or employee may annually
8 contribute to the bank and limitations upon the number of days a teacher or
9 employee may annually draw from the bank. Only those teachers or employees who
10 contribute to the bank may draw upon the bank. Days contributed will be deducted
11 from the days available to the contributing teacher or employee. The sick leave
12 bank shall be administered in accordance with a policy adopted by the board of
13 education.

14 (8) (a) A district board of education shall establish a sick leave donation program to
15 permit teachers or employees to voluntarily contribute sick leave to teachers
16 or employees in the same school district who are in need of an extended
17 absence from school. A teacher or employee who has accrued more than
18 fifteen (15) days' sick leave may request the board of education to transfer a
19 designated amount of sick leave to another teacher or employee who is
20 authorized to receive the sick leave donated. A teacher or employee may not
21 request an amount of sick leave be donated that reduces his or her sick leave
22 balance to less than fifteen (15) days.

23 (b) A teacher or employee may receive donations of sick leave if:

24 1. a. The teacher or employee or a member of his or her immediate
25 family suffers from a medically certified illness, injury,
26 impairment, or physical or mental condition that has caused or is
27 likely to cause the teacher or employee to be absent for at least ten

- 1 (10) days; or
- 2 b. The teacher or employee suffers from a catastrophic loss to his or
- 3 her personal or real property, due to either a natural disaster or fire,
- 4 that either has caused or will likely cause the employee to be
- 5 absent for at least ten (10) consecutive working days;
- 6 2. The teacher's or employee's need for the absence and use of leave are
- 7 certified by a licensed physician for leave requested under subparagraph
- 8 1.a. of this subsection;
- 9 3. The teacher or employee has exhausted his or her accumulated sick
- 10 leave, personal leave, and any other leave granted by the school district;
- 11 and
- 12 4. The teacher or employee has complied with the school district's policies
- 13 governing the use of sick leave.
- 14 (c) While a teacher or employee is on sick leave provided by this section, he or
- 15 she shall be considered a school district employee, and his or her salary,
- 16 wages, and other employee benefits shall not be affected.
- 17 (d) Any sick leave that remains unused, is not needed by a teacher or employee,
- 18 and will not be needed in the future shall be returned to the teacher or
- 19 employee donating the sick leave.
- 20 (e) The board of education shall adopt policies and procedures necessary to
- 21 implement the sick leave donation program.
- 22 (9) A teacher or employee may use up to thirty (30) days of sick leave following the
- 23 birth or adoption of a child or children. Additional days may be used when the need
- 24 is verified by a physician's statement.
- 25 (10) (a) After July 1, 1982, a district board of education may compensate, at the time
- 26 of retirement or upon the death of a member in active contributing status at
- 27 the time of death who was eligible to retire by reason of service, an employee

1 or a teacher, or the estate of an employee or teacher, for each unused sick
2 leave day. The rate of compensation for each unused sick leave day shall be
3 based on a percentage of the daily salary rate calculated from the employee's
4 or teacher's last annual salary, not to exceed thirty percent (30%).

5 (b) Except as provided in paragraph (c) of this subsection, payment for unused
6 sick leave days under this subsection shall be incorporated into the annual
7 salary of the final year of service for inclusion in the calculation of the
8 employee's or teacher's retirement allowance only at the time of his or her
9 initial retirement, provided that the member makes the regular retirement
10 contribution for members on the sick leave payment. The accumulation of
11 these days includes unused sick leave days held by the employee or teacher at
12 the time of implementation of the program.

13 (c) For a teacher or employee who becomes a nonuniversity member of the
14 Teachers' Retirement System on or after January 1, 2022, as provided by KRS
15 161.220, payment for unused sick leave days under this subsection shall not
16 be incorporated into the annual compensation used to calculate the teacher's or
17 employee's retirement allowance in the foundational benefit component as
18 described by KRS 161.633 but may be deposited into the nonuniversity
19 member's supplemental benefit component as provided by KRS 161.635.

20 (d) For a teacher or employee who begins employment with a local school district
21 on or after July 1, 2008, the maximum amount of unused sick leave days a
22 district board of education may recognize in calculating the payment of
23 compensation to the teacher or employee under this subsection shall not
24 exceed three hundred (300) days.

25 (11) Any statute to the contrary notwithstanding, employees and teachers who
26 transferred from the Department of Education to a school district, from a school
27 district to the Department of Education, or from one (1) school district to another

1 school district after July 15, 1981, shall receive credit for any unused sick leave to
2 which the employee or teacher was entitled on the date of transfer. This credit shall
3 be for the purposes set forth in subsection (10) of this section.

4 (12) The death benefit provided in subsection (10) of this section may be cited as the
5 Baughn Benefit.

6 ➔Section 2. KRS 158.150 is amended to read as follows:

7 (1) All pupils admitted to the common schools shall comply with the lawful regulations
8 for the government of the schools:

9 (a) Willful disobedience or defiance of the authority of the teachers or
10 administrators, use of profanity or vulgarity, assault or battery or abuse of
11 other students, the threat of force or violence, the use or possession of alcohol
12 or drugs, stealing or destruction or defacing of school property or personal
13 property of students, the carrying or use of weapons or dangerous instruments,
14 or other incorrigible bad conduct on school property, as well as off school
15 property at school-sponsored activities, constitutes cause for suspension or
16 expulsion from school; and

17 (b) Assault or battery or abuse of school personnel; stealing or willfully or
18 wantonly defacing, destroying, or damaging the personal property of school
19 personnel on school property, off school property, or at school-sponsored
20 activities constitutes cause for suspension or expulsion from school.

21 (2) (a) Each local board of education shall adopt a policy requiring the expulsion
22 from school for a period of not less than one (1) year for a student who is
23 determined by the board to have:

24 1. Brought a weapon to a school under its jurisdiction. In determining
25 whether a student has brought a weapon to school, a local board of
26 education shall use the definition of "unlawful possession of a weapon
27 on school property" stated in KRS 527.070; or

1 **2. Physically assaulted, battered, or abused school personnel. The board**
2 **may modify the expulsion requirement for a student on a case-by-case**
3 **basis if the victim of the assault, battery, or abuse consents to the**
4 **modification. The victim may issue conditional consent, the terms of**
5 **which, if ratified by the board by virtue of issuing a modification, shall**
6 **be honored until the student ceases to be enrolled in the school or the**
7 **victim ceases to be employed at the school, whichever occurs sooner. A**
8 **school district shall not retaliate against a victim or make any threats**
9 **to coerce a victim to consent to modification or to otherwise exercise**
10 **undue influence over the terms of that consent.**

11 (b) The board shall also adopt a policy requiring disciplinary actions, up to and
12 including expulsion from school, for a student who is determined by the board
13 to have possessed prescription drugs or controlled substances for the purpose
14 of sale or distribution at a school under the board's jurisdiction, or to have
15 physically assaulted, ~~or~~ battered, or abused ~~educational personnel or~~ other
16 students at a school or school function under the board's jurisdiction. The
17 board may modify the expulsion requirement for students on a case-by-case
18 basis.

19 **(c)** A board that has expelled a student from the student's regular school setting
20 shall provide or assure that educational services are provided to the student in
21 an appropriate alternative program or setting, unless the board has made a
22 determination, on the record, supported by clear and convincing evidence, that
23 the expelled student posed a threat to the safety of other students or school
24 staff and could not be placed into a state-funded agency program. Behavior
25 which constitutes a threat shall include but not be limited to the physical
26 assault, battery, or abuse of others; the threat of physical force; being under
27 the influence of drugs or alcohol; the use, possession, sale, or transfer of drugs

1 or alcohol; the carrying, possessing, or transfer of weapons or dangerous
2 instruments; and any other behavior which may endanger the safety of others.
3 Other intervention services as indicated for each student may be provided by
4 the board or by agreement with the appropriate state or community agency. A
5 state agency that provides the service shall be responsible for the cost.

6 (3) For purposes of this subsection, "charges" means substantiated behavior that falls
7 within the grounds for suspension or expulsion enumerated in subsection (1) of this
8 section, including behavior committed by a student while enrolled in a private or
9 public school, or in a school within another state. A school board may adopt a
10 policy providing that, if a student is suspended or expelled for any reason or faces
11 charges that may lead to suspension or expulsion but withdraws prior to a hearing
12 from any public or private school in this or any other state, the receiving district
13 may review the details of the charges, suspension, or expulsion and determine if the
14 student will be admitted, and if so, what conditions may be imposed upon the
15 admission.

16 (4) School administrators, teachers, or other school personnel may immediately remove
17 or cause to be removed threatening or violent students from a classroom setting or
18 from the district transportation system pending any further disciplinary action that
19 may occur. Each board of education shall adopt a policy to assure the
20 implementation of this section and to assure the safety of the students and staff.

21 (5) A pupil shall not be suspended from the common schools until after at least the
22 following due process procedures have been provided:

23 (a) The pupil has been given oral or written notice of the charge or charges
24 against him which constitute cause for suspension;

25 (b) The pupil has been given an explanation of the evidence of the charge or
26 charges if the pupil denies them; and

27 (c) The pupil has been given an opportunity to present his own version of the

1 facts relating to the charge or charges.

2 These due process procedures shall precede any suspension from the common
3 schools unless immediate suspension is essential to protect persons or property or to
4 avoid disruption of the ongoing academic process. In such cases, the due process
5 procedures outlined above shall follow the suspension as soon as practicable, but no
6 later than three (3) school days after the suspension.

7 (6) The superintendent, principal, assistant principal, or head teacher of any school may
8 suspend a pupil but shall report the action in writing immediately to the
9 superintendent and to the parent, guardian, or other person having legal custody or
10 control of the pupil. The board of education of any school district may expel any
11 pupil for misconduct as defined in subsection (1) of this section, but the action shall
12 not be taken until the parent, guardian, or other person having legal custody or
13 control of the pupil has had an opportunity to have a hearing before the board. The
14 decision of the board shall be final.

15 (7) (a) Suspension of exceptional children, as defined in KRS 157.200, shall be
16 considered a change of educational placement if:

- 17 1. The child is removed for more than ten (10) consecutive days during a
18 school year; or
- 19 2. The child is subjected to a series of removals that constitute a pattern
20 because the removals accumulate to more than ten (10) school days
21 during a school year and because of other factors, such as the length of
22 each removal, the total amount of time the child is removed, and the
23 proximity of removals to one another.

24 (b) The admissions and release committee shall meet to review the placement and
25 make a recommendation for continued placement or a change in placement
26 and determine whether regular suspension or expulsion procedures apply.
27 Additional evaluations shall be completed, if necessary.

1 (c) If the admissions and release committee determines that an exceptional child's
2 behavior is related to his disability, the child shall not be suspended any
3 further or expelled unless the current placement could result in injury to the
4 child, other children, or the educational personnel, in which case an
5 appropriate alternative placement shall be provided that will provide for the
6 child's educational needs and will provide a safe learning and teaching
7 environment for all. If the admissions and release committee determines that
8 the behavior is not related to the disability, the local educational agency may
9 pursue its regular suspension or expulsion procedure for the child, if the
10 behavior so warrants. However, educational services shall not be terminated
11 during a period of expulsion and during a suspension after a student is
12 suspended for more than a total of ten (10) days during a school year. A
13 district may seek temporary injunctive relief through the courts if the parent
14 and the other members of the admissions and release committee cannot agree
15 upon a placement and the current placement will likely result in injury to the
16 student or others.

17 (8) Suspension or expulsion of primary school students shall be considered only in
18 exceptional cases where there are safety issues for the child, school personnel, or
19 others.

20 (9) Any action under this section related to students with disabilities shall be in
21 compliance with applicable federal law.

22 ➔Section 3. KRS 158.154 is amended to read as follows:

23 When the principal has a reasonable belief that an act has occurred on school property or
24 at a school-sponsored function involving assault resulting in ~~a serious~~ physical injury, a
25 sexual offense, kidnapping, assault involving the use of a weapon, possession of a firearm
26 in violation of the law, possession of a controlled substance in violation of the law, or
27 damage to the property, the principal shall immediately report the act to the appropriate

1 local law enforcement agency. For purposes of this section, "school property" means any
2 public school building, bus, public school campus, grounds, recreational area, or athletic
3 field, in the charge of the principal.

4 ➔Section 4. KRS 158.155 is amended to read as follows:

5 (1) If a student has been adjudicated guilty of an offense specified in this subsection or
6 has been expelled from school for an offense specified in this subsection, prior to a
7 student's admission to any school, the parent, guardian, principal, or other person or
8 agency responsible for a student shall provide to the school a sworn statement or
9 affirmation indicating on a form provided by the Kentucky Board of Education that
10 the student has been adjudicated guilty or expelled from school attendance at a
11 public or private school in this state or another state for homicide, assault, or an
12 offense in violation of state law or school regulations relating to weapons, alcohol,
13 or drugs. The sworn statement or affirmation shall be sent to the receiving school
14 within five (5) working days of the time when the student requests enrollment in the
15 new school.

16 (2) If any student who has been expelled from attendance at a public or private school
17 in this state for homicide, assault, or an offense in violation of state law or school
18 regulations relating to weapons, alcohol, or drugs requests transfer of his records,
19 those records shall reflect the charges and final disposition of the expulsion
20 proceedings.

21 (3) If any student who is subject to an expulsion proceeding at a public or private
22 school in this state for homicide, assault, or an offense in violation of state law or
23 school regulations relating to weapons, alcohol, or drugs requests transfer of his
24 records to a new school, the records shall not be transferred until that proceeding
25 has been terminated and shall reflect the charges and any final disposition of the
26 expulsion proceedings.

27 (4) A person who is an administrator, teacher, or other employee of a public or private

1 school shall promptly make a report to the local police department, sheriff, or the
2 Department of Kentucky State Police, by telephone or otherwise, if:

3 (a) The person knows or has reasonable cause to believe that conduct has
4 occurred which constitutes:

5 1. A misdemeanor or violation offense under the laws of this
6 Commonwealth and relates to:

7 a. Carrying, possession, or use of a deadly weapon;~~[-or]~~

8 b. Use, possession, or sale of controlled substances; or

9 c. Assault, battery, or abuse of school personnel or another
10 student; or

11 2. Any felony offense under the laws of this Commonwealth; and

12 (b) The conduct occurred on the school premises or within one thousand (1,000)
13 feet of school premises, on a school bus, or at a school-sponsored or
14 sanctioned event.

15 (5) A person who is an administrator, teacher, supervisor, or other employee of a public
16 or private school who receives information from a student or other person of
17 conduct which is required to be reported under subsection (1) of this section shall
18 report the conduct in the same manner as required by that subsection.

19 (6) Neither the husband-wife privilege of KRE 504 nor any professional-client
20 privilege, including those set forth in KRE 506 and 507, shall be a ground for
21 refusing to make a report required under this section or for excluding evidence in a
22 judicial proceeding of the making of a report and of the conduct giving rise to the
23 making of a report. However, the attorney-client privilege of KRE 503 and the
24 religious privilege of KRE 505 are grounds for refusing to make a report or for
25 excluding evidence as to the report and the underlying conduct.

26 (7) Nothing in this section shall be construed as to require self-incrimination.

27 (8) A person acting upon reasonable cause in the making of a report under this section

1 in good faith shall be immune from any civil or criminal liability that might
2 otherwise be incurred or imposed from:

3 (a) Making the report; and

4 (b) Participating in any judicial proceeding that resulted from the report.