



**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: VII H **DATE:** June 6, 2023

TOPIC/TITLE: First Reading of Policy Update #46 and Procedure Update #25

PRESENTER: Administrator

ORIGIN:

- TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
- ACTION REQUESTED AT THIS MEETING
- ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
- ACTION REQUESTED AT FUTURE MEETING: (DATE)
- BOARD REVIEW REQUIRED BY
 - STATE OR FEDERAL LAW OR REGULATION
 - BOARD OF EDUCATION POLICY
 - OTHER:

PREVIOUS REVIEW, DISCUSSION OR ACTION:

- NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
- PREVIOUS REVIEW OR ACTION
 - DATE:
 - ACTION:

BACKGROUND INFORMATION:

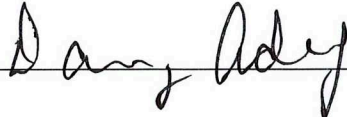
SUMMARY OF MAJOR ELEMENTS:

First Reading of Policy Update #46 and Procedure Update #25.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION: 2nd Reading at next board meeting.

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended



KSBA Policy Service

2023 Policy Update (#46) Checklist

District: Woodford County Schools

To enable KSBA to track and store your District's policies in our policy database, please indicate below what action you have taken on the new/revised policies enclosed for your review. We will forward printed or reproducible copies of the policies when we receive this form and update your online manual if you belong to that service.

Policy Number	Adopt as Written	Adopt with Modification*	Adoption Date	Order Number	Keep Current Policy	Rescind Policy
03.11	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
03.115	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
03.1161	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
03.1211	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
03.1231	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
03.1232	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
03.1236	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
03.13241	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
03.17	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
03.21	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
03.211	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
03.2141	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
03.2211	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
03.2231	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
03.2232	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
03.2236	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
03.23241	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
03.272	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
04.32	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
05.4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>

Policy Number	Adopt as Written	Adopt with Modification*	Adoption Date	Order Number	Keep Current Policy	Rescind Policy
08.113	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
08.1131	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
08.11311	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
08.133	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
08.13531	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
08.23	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
09.11	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
09.122	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
09.141	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
09.224	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
09.227	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
09.311	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
09.313	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
09.422	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
09.425	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
09.426	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
09.431	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
09.434	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
09.4341	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
09.435	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
10.5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>

<u>09.123</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
<u>05.31</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
<u>05.11</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				

*Please attach a copy of the modified policy. DO NOT RETYPE A DRAFT - simply indicate the district-initiated changes by writing in colored ink, circling, highlighting, etc.

Board Chair's Signature

Date

Superintendent's Signature

Date

Please return this completed form to KSBA at your earliest opportunity.
Please contact your KSBA Consultant IF you need KSBA to completely reprint all policy pages or to order additional new manuals, instead of just getting copies of the updated policies.

LEGAL: HB 319 AMENDS KRS 160.380 TO REQUIRE THAT WHEN A VACANCY OCCURS, THE SUPERINTENDENT SHALL SUBMIT THE JOB POSTING TO THE STATEWIDE JOB POSTING SYSTEM.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

PERSONNEL

03.11

CERTIFIED PERSONNEL

Hiring

SUPERINTENDENT'S RESPONSIBILITIES

All appointments, promotions, and transfers of certified personnel for positions authorized by the Board shall be made by the Superintendent who, at the first meeting following the actions, shall notify the Board of same. Such notification shall be recorded in the Board minutes.

When a vacancy occurs, the Superintendent shall submit the job posting to the statewide job posting system~~notify the Commissioner of Education~~ fifteen (15) days before the position is to be filled.

When a vacancy needs to be filled in less than fifteen (15) days to prevent disruption of necessary instructional or support services of the school District, the Superintendent may seek a waiver of the fifteen (15)-day advance notice requirement from the Commissioner of Education. If the waiver is approved, the appointment shall not be made until the person selected by the Superintendent has been approved by the Commissioner of Education.

EFFECTIVE DATE

Personnel actions shall not be effective until notified by the Superintendent. Certified employees may be appointed by the Superintendent for any school year at any time after February 1 preceding the beginning of the school year.

QUALIFICATIONS

The Superintendent shall employ only individuals who are certified for the positions they will hold and who possess qualifications established by law, regulation and Board policy, except in the case where no individual applies who is properly certified and/or who meets established qualifications set by Board policy.

Hiring of certified personnel who have previously retired under TRS shall be in compliance with applicable legal requirements.²

All teachers shall meet applicable certification or licensure requirements as defined by state and federal regulation.³

CRIMINAL BACKGROUND CHECK AND TESTING

Applicants, employees, and student teachers assigned within the District shall undergo records checks and testing as required by applicable statutes and regulations.¹

Each application form provided by the employer to an applicant for a certified position shall conspicuously state the following:

"FOR THIS TYPE OF EMPLOYMENT, STATE LAW REQUIRES A NATIONAL AND STATE CRIMINAL HISTORY BACKGROUND CHECK AND A LETTER, PROVIDED BY THE INDIVIDUAL, FROM THE CABINET FOR HEALTH AND FAMILY SERVICES STATING THE APPLICANT HAS NO ADMINISTRATIVE FINDINGS OF CHILD ABUSE OR NEGLECT FOUND THROUGH A BACKGROUND CHECK OF CHILD ABUSE AND NEGLECT RECORDS MAINTAINED BY THE CABINET FOR HEALTH AND FAMILY SERVICES."

Hiring

CRIMINAL BACKGROUND CHECK AND TESTING (CONTINUED)

Initial employment shall be contingent on receipt of records documenting that the individual does not have a conviction for a felony sex crime or as a violent offender as defined in KRS 17.165 or other conviction determined by the Superintendent to bear a reasonable relationship to the ability of the individual to perform the job. Employment shall also be contingent on receipt of a letter from the Cabinet provided by the individual documenting that the individual does not have an administrative finding of child abuse or neglect in records maintained by the Cabinet.

“Administrative finding of child abuse or neglect” means a substantiated finding of child abuse or neglect issued by the Cabinet for Health and Family Services that is:

1. Not appealed through an administrative hearing conducted in accordance with KRS Chapter 13B;
2. Upheld at an administrative hearing conducted in accordance with KRS Chapter 13B and not appealed to a Circuit Court; or
3. Upheld by a Circuit Court in an appeal of the results of an administrative hearing conducted in accordance with KRS Chapter 13B.¹

Link to DPP-156 Central Registry Check and more information on the required CA/N check:

<http://manuals.sp.chfs.ky.gov/chapter30/33/Pages/3013RequestfromthePublicforCANChecksandCentralRegistryChecks.aspx>

Criminal records checks on persons employed in Head Start programs shall be conducted in conformity with 45 C.F.R. § 1302.90.

REPORT TO SUPERINTENDENT

An employee shall report to the Superintendent if the employee has been found by the Cabinet for Health and Family Services to have abused or neglected a child, and if the employee has waived the right to appeal such a substantiated finding or the finding has been upheld upon appeal.

JOB REGISTER

The Superintendent or the Superintendent's designee shall maintain in the Central Office a job register listing all current job openings in the District. The register shall describe the duties and qualifications for each opening, and District employment policies shall be attached to the register. The job register shall be open to public inspection during Central Office business hours.

HIRING OF RETURNING RETIRED PERSONNEL

Appointments of employees previously retired under the Teachers' Retirement System (TRS) shall be made by the Superintendent who, at the first meeting following the actions, shall notify the Board of same. Such appointments shall follow the hiring provisions outlined in this policy and administrative procedures.

VACANCIES POSTED

Under procedures developed by the Superintendent, a listing of all District job openings shall be posted in the Central Office and in each school building on a timely basis and shall refer interested persons to the Central Office job register for additional information. Postings of vacancies may be made with other agencies, as appropriate.

Hiring

MINORITY RECRUITMENT

When vacancies occur, minority applicant packets will be available for principals to consider. Principals and school councils will be encouraged to interview minority candidates that have the qualifications to be considered for the position.

REVIEW OF APPLICATIONS

Under procedures developed by the Superintendent, each application shall be reviewed. Applications for candidates not employed shall be retained for three (3) years.

RELATIONSHIPS

The Superintendent shall not employ a relative of a member of the Board.

A relative may be employed as a substitute for a certified or classified employee if the relative is not:

1. A regular full-time or part-time employee of the District;
2. Accruing continuing contract status or any other right to continuous employment;
3. Receiving fringe benefits other than those provided other substitutes; or
4. Receiving preference in employment or assignment over other substitutes.¹

A relative of the Superintendent shall not be employed except as provided by KRS 160.380.

CONTRACT

Noncontracted substitute teachers shall not enter into annual written contracts with the District.

JOB DESCRIPTION

All employees shall receive a copy of their job description and responsibilities.

INTENT

Under procedures developed by the Superintendent, employees may be requested to indicate their availability for employment for the next school year.

REASONABLE ASSURANCE OF CONTINUED EMPLOYMENT

Each year all full-time and part-time certified employees shall be notified in writing by the last day of school if they have reasonable assurance of continued employment for the following school year.

EMPLOYEES SEEKING A JOB CHANGE

Other than the routine transmission of administrative and personnel files, District employees are prohibited from assisting a school employee, contractor, or agent in obtaining a new job if the individual knows, or has probable cause to believe, that such school employee, contractor, or agent engaged in sexual misconduct regarding a minor or student in violation of the law and such school employee, contractor, or agent does not meet the exceptions outlined in 20 U.S.C. § 7926.

Hiring

REFERENCES:

¹KRS 160.380
²KRS 161.605; 702 KAR 1:150
³P. L. 114-95, (Every Student Succeeds Act of 2015)
20 U.S.C. § 7926; 42 U.S.C. § 9843a(g)
45 C.F.R. § 1302.90
KRS Chapter 13B
KRS 17.160; KRS 17.165; KRS 156.106; KRS 160.345; KRS 160.390
KRS 161.042; KRS 161.611; KRS 161.750
KRS 335B.020; KRS 405.435
16 KAR 9:080; 702 KAR 3:320; 704 KAR 7:130
OAG 18-017; OAG 73-333; OAG 91-10; OAG 91-149; OAG 91-206
OAG 92-1; OAG 92-59; OAG 92-78; OAG 92-131; OAG 97-6
Records Retention Schedule, Public School District

RELATED POLICIES:

01.11; 02.4244; 03.132

LEGAL: PER SMITH V. BENNETT, 644 S.W.3D 516 (KY. APP. 2021) WHEN A TEACHER HAS ATTAINED CONTINUING SERVICE CONTRACT STATUS IN ONE DISTRICT AND BECOMES EMPLOYED IN ANOTHER DISTRICT, THE TEACHER SHALL RETAIN THAT STATUS. HOWEVER, A DISTRICT MAY REQUIRE A ONE (1) YEAR PROBATIONARY PERIOD OF SERVICE IN THAT DISTRICT BEFORE GRANTING THAT STATUS. THE CONTINUING SERVICE CONTRACT STATUS OF A TEACHER SHALL NOT BE TERMINATED WHEN THE TEACHER LEAVES EMPLOYMENT, ALL PROVISIONS OF KRS 161.720 TO 161.810 TO THE CONTRARY NOTWITHSTANDING, AND THE CONTINUING SERVICE CONTRACT STATUS SHALL BE TRANSFERRED TO THE NEXT SCHOOL DISTRICT FOR A PERIOD OF UP TO SEVEN (7) MONTHS FROM THE TIME EMPLOYMENT IN THE FIRST SCHOOL DISTRICT WAS TERMINATED.

FINANCIAL IMPLICATIONS: TEACHERS OBTAINING TENURE IN DISTRICT

PERSONNEL

03.115

CERTIFIED PERSONNEL

Transfer of Tenure

The continuing service contract status of a teacher shall not be terminated when the teacher leaves employment, all provisions of KRS 161.720 to KRS 161.810 to the contrary notwithstanding, and the continuing service contract status shall be transferred to the next school district, for a period of up to seven (7) months from the time employment in the first school district has terminated.

All teachers employed who have attained continuing service contract status from another Kentucky district shall serve a one (1) year probation period before being considered for continuing service contract status in the school District.

REFERENCE:

~~KRS 161.740-(1)(e)~~

KRS 161.720 to KRS 161.810

Smith v. Bennett, 644 S.W.3d 516 (Ky. App. 2021)

LEGAL: HB 331 AMENDS KRS 158.162 TO REQUIRE THE DISTRICT TO MAINTAIN A PORTABLE AUTOMATED EXTERNAL DEFIBRILLATOR (AED) IN EVERY MIDDLE AND HIGH SCHOOL BUILDING, AND AS FUNDS BECOME AVAILABLE, AT SCHOOL-SANCTIONED MIDDLE AND HIGH SCHOOL ATHLETIC PRACTICES AND COMPETITIONS, AND TO ADOPT PROCEDURES FOR THE USE OF AEDS DURING EMERGENCIES. IT ALSO REQUIRES ALL INTERSCHOLASTIC ATHLETIC COACHES BE TRAINED ON THE USE OF PORTABLE AEDS AND MAINTAIN A CPR CERTIFICATION RECOGNIZED BY A NATIONAL ACCREDITING BODY ON HEART HEALTH.
FINANCIAL IMPLICATIONS: COSTS OF PURCHASING, MAINTAINING AEDS, COPYING AND DISTRIBUTING PLANS, AND PERSONNEL TRAINING COSTS

PERSONNEL

03.1161

CERTIFIED PERSONNEL

Coaches and Assistant Coaches

Any middle or high school coach (head or assistant, paid or unpaid) shall successfully complete all training required by the District, the Kentucky Board of Education, the Kentucky High School Athletic Association, and state law and regulation. This shall include safety and first aid training and providing the school documentation of successful completion of a cardiopulmonary resuscitation (CPR)~~C.P.R.~~ course that includes the use of an automated ~~edie~~ external defibrillator and first aid training, conducted by an instructor or program approved by a college or university, the American Red Cross, American Heart Association, or other bona fide accrediting agency. Initial certification shall use in-person instruction with certification updated as required by the approving agency.²-All interscholastic athletic coaches shall maintain a CPR certification recognized by a national accrediting body on heart health.³

Nonfaculty coaches and nonfaculty assistants shall complete District training that includes information on the physical and emotional development of students of the age with which they will be working, the District's and school's discipline policies, procedures for dealing with discipline problems, and safety and first aid training. Follow-up training shall be provided annually.¹

REFERENCES:

¹KRS 161.185

²702 KAR 7:065

³KRS 158.162

KRS 156.070

KRS 160.445

KRS 161.180

RELATED POLICIES:

03.2141

09.311

LEGAL: SB 7 (EFFECTIVE NOW) AMENDS KRS 336.134 TO PROHIBIT DISTRICTS FROM DEDUCTING MONEY FROM EMPLOYEE PAYROLL FOR CERTAIN PURPOSES. DISTRICTS SHALL NO LONGER DEDUCT ANY AMOUNT FOR: "ANY DUES, FEES, ASSESSMENTS, OR OTHER CHARGES TO BE HELD FOR, TRANSFERRED TO, OR PAID OVER TO A LABOR ORGANIZATION; OR ... POLITICAL ACTIVITIES."

ALSO NOTE THAT SB 7 AMENDS KRS 161.158 TO REFLECT THE FOLLOWING:

"THE DISTRICT BOARD IS PROHIBITED FROM DEDUCTING MEMBERSHIP DUES OF AN EMPLOYEE ORGANIZATION, MEMBERSHIP ORGANIZATION, OR LABOR ORGANIZATION ~~[WITHOUT THE EXPRESS WRITTEN CONSENT OF THE EMPLOYEE. EXPRESS WRITTEN CONSENT OF THE EMPLOYEE MAY BE REVOKED IN WRITING BY THE EMPLOYEE AT ANY TIME].~~"

FINANCIAL IMPLICATIONS: TIME SPENT REMOVING PAYROLL DEDUCTIONS

PERSONNEL

03.1211

CERTIFIED PERSONNEL

Salary Deductions

MANDATORY DEDUCTIONS

Mandatory payroll deductions made by the Board include:

1. State and federal income taxes;
2. City occupational tax, when applicable;
3. The Teachers' Retirement System of the State of Kentucky;
4. Any deductions required as a result of judicial process, e.g., salary attachments, etc.
5. Medicare (FICA) applicable to personnel newly hired after 3/31/86.

OPTIONAL DEDUCTIONS

Pursuant to the provisions of KRS 161.158, the following optional payroll deductions are authorized by the Board for those employees who choose to participate:

1. Health and hospitalization insurance;
2. Income protection group plan;
3. Dental insurance;
4. Life insurance provided by the Board or state;
5. Savings bonds;
6. Commonwealth Credit Union;
7. State approved deferred compensation plan;
8. United Way;
9. State-designated Flexible Spending Account (FSA) and Health Reimbursement Account (HRA) plans; and
1. ~~Membership dues for professional teachers' organizations when thirty percent (30%) or more eligible members request the deduction. Such deductions may include a life insurance plan and an income protection plan associated therewith, but excluding teachers' organizations devoted to a particular discipline or disciplines, e.g., organizations for mathematics teachers, English teachers, etc. (For purposes of this policy, a professional teacher organization is one in which all teachers are eligible for membership.)~~

Salary Deductions

OPTIONAL DEDUCTIONS (CONTINUED)

10. Board approved Tax Sheltered Annuity Program when as many as ten percent (10%) or more of eligible employees request deductions for a specific company except for companies approved prior to October 13, 1986.
2. ~~Membership dues in professional administrators' or supervisors' organizations when thirty percent (30%) or more of the eligible members request the deductions. Such deductions may include a life insurance plan and an income protection plan associated therewith, but excluding administrators' or supervisors' organizations devoted to a particular discipline or disciplines, e.g., organizations for school business officials, personnel officers, etc. (For purposes of this policy, a professional administrators' or supervisors' organization is defined as a professional organization in which all administrators and supervisors are eligible for membership.)~~

~~The above limitations as to groups specified in subsections (10), (11) and (12) above are designed to permit the Board to maintain a practicable control over the number of payroll deductions.~~

~~Deductions for membership dues of an employee organization, association, or union shall only be made upon the express written consent of the employee. This consent may be revoked by the employee at any time by written notice to the employer.~~

~~No other payroll deductions shall be made by the Board.~~

REFERENCES:

KRS 160.291; KRS 161.158
KRS 336.134
702 KAR 1:035; OAG 72-802

LEGAL: HB 319 REMOVES THE REQUIREMENT THAT AN AFFIDAVIT BE SUBMITTED FOR SICK AND PERSONAL LEAVE AND REPLACES AFFIDAVIT WITH STATEMENT.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

PERSONNEL

03.1231

CERTIFIED PERSONNEL

Personal Leave

NUMBER OF DAYS

The Board shall grant two (2) personal leave days each school year without loss of pay to employees who are employed less than twelve (12) months and three (3) days to those who are employed for twelve (12) months.

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)½ day.

Persons employed on a full year contract but scheduled for less than a full work day shall receive the authorized personal leave days equivalent to their normal working day.

PROHIBITION

Personal days are not to be scheduled on days immediately before or immediately after regularly scheduled breaks during the school year. Personal days may not be granted when 10% or more of the staff in the requesting employee's work site are scheduled to be out. Exceptions to these prohibitions due to extenuating circumstances require Principal approval in advance.

APPROVAL

The Superintendent or designee must approve the leave date, but no reasons shall be required for the leave.

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

STATEMENT AFFIDAVIT

Employees taking personal leave must file a personal statement affidavit on their return to work stating that the leave was personal in nature.

ACCUMULATION

On June 30, personal leave days not taken during the current school year shall be transferred and credited to the employee's accumulated sick leave account, except for retired certified employees who return to work, whose days shall not accumulate.

REFERENCE:

KRS 161.154

RELATED POLICY:

03.1232

See our changes in next sub

LEGAL: HB 319 REMOVES THE REQUIREMENT THAT AN AFFIDAVIT BE SUBMITTED FOR SICK AND PERSONAL LEAVE AND REPLACES AFFIDAVIT WITH STATEMENT.

Formatted: Left, Space After: 8 pt, Line spacing: Multiple 1.08 li

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

PERSONNEL 03.1231

- CERTIFIED PERSONNEL -

Personal Leave

NUMBER OF DAYS

The Board shall grant two (2) personal leave days each school year without loss of pay to employees who are employed less than twelve (12) months and three (3) days to those who are employed for twelve (12) months.

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)½ day.

Persons employed on a full year contract but scheduled for less than a full work day shall receive the authorized personal leave days equivalent to their normal working day.

INSERT:

Personal leave may be taken in quarter hour increments unless the position requires a substitute. If the position requires a substitute, personal leave may be taken only in whole or half day increments; using Personal leave cannot create pay for hours above the person's normal contracted hours.

Formatted: Highlight

PROHIBITION

Personal days are not to be scheduled on days immediately before or immediately after regularly scheduled breaks during the school year. Personal days may not be granted when 10% or more of the staff in the requesting employee's work site are scheduled to be out. Exceptions to these prohibitions due to extenuating circumstances require Principal approval in advance.

APPROVAL

The Superintendent or designee must approve the leave date, but no reasons shall be required for the leave.

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

STATEMENT AFFIDAVIT

Employees taking personal leave must file a personal statement affidavit on their return to work stating that the leave was personal in nature.

ACCUMULATION

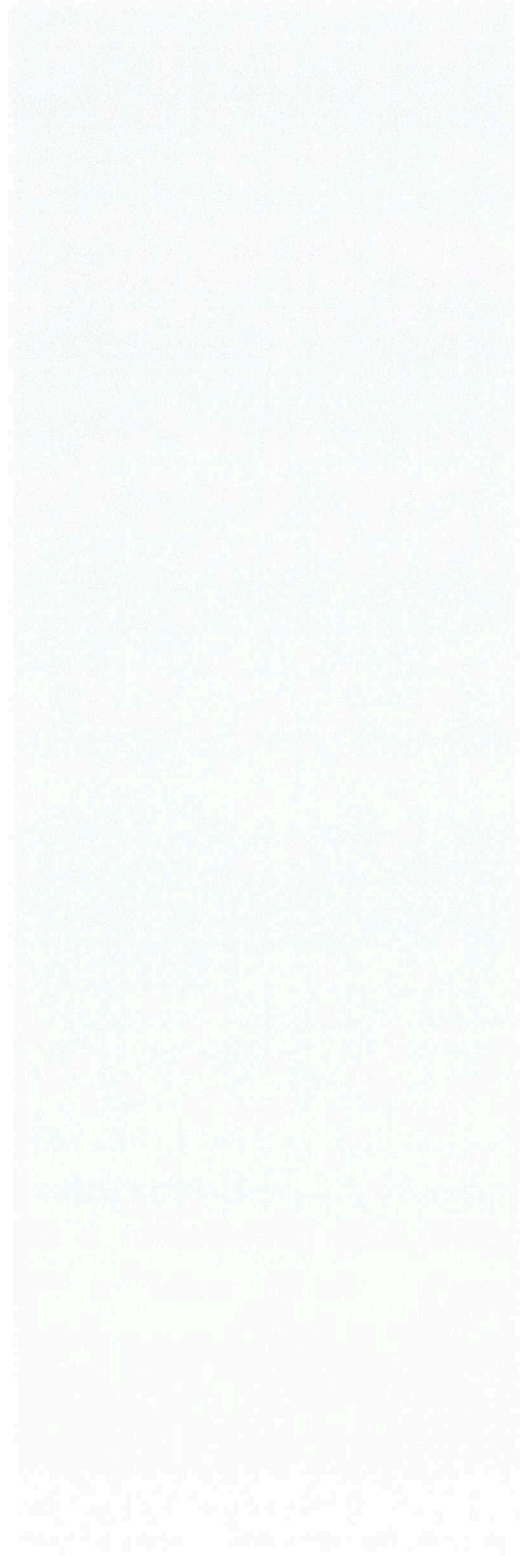
On June 30, personal leave days not taken during the current school year shall be transferred and credited to the employee's accumulated sick leave account, except for retired certified employees who return to work, whose days shall not accumulate.

REFERENCE:

KRS 161.154

RELATED POLICY:

03.1232



LEGAL: HB 319 REMOVES THE REQUIREMENT THAT AN AFFIDAVIT BE SUBMITTED FOR SICK AND PERSONAL LEAVE AND REPLACES AFFIDAVIT WITH STATEMENT.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

PERSONNEL

03.1232

CERTIFIED PERSONNEL

Sick Leave

NUMBER OF DAYS

Fulltime certified employees shall be entitled to sick leave days with pay based on the following schedule:

<u>Number of Contract Days Employed Each School Year</u>	<u>Number of Sick Days Each School Year</u>
187-219	10 13
220-239	11 14
240	12 15

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

ACCUMULATION

Sick leave days not taken during the school year in which they were granted shall accumulate without limitation to the credit of the certified employee to whom they were granted.

DEFINITION

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

FAMILY ILLNESS/MOURNING

Sick leave can also be taken for illness in the immediate family or for the purpose of mourning a member of the employee's immediate family. Immediate family shall mean the employee's spouse, children (including stepchildren and foster children), grandchildren, spouse's siblings, brothers, sisters, daughters-in-law and sons-in-law, parents, spouse's parents, grandparents, and spouse's grandparents, without reference to the location or residence of said relative and any other blood relative who resides in the employee's home.

TRANSFER OF SICK LEAVE

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

In order for teachers to transfer accumulated sick leave to the Districts there must be continuity of employment. Teachers leaving and subsequently returning to the District shall be eligible for reinstatement of accrued leave days, providing there is continuity of employment.

Sick Leave

SICK LEAVE DONATION PROGRAM

Under procedures developed by the Superintendent, certified employees who have accrued more than fifteen (15) days of sick leave may request to transfer sick leave days to another certified employee who is authorized to receive the donation. The number of days donated shall not reduce the employee's sick leave balance to less than fifteen (15) days.

Certified employees are eligible to receive donated days if they meet the criteria established in statute.

Any sick leave not used shall be returned on a proportionate/pro-rated basis to employees who donated days.

STATEMENT AFFIDAVIT

Upon return to work, a certified employee claiming sick leave must file a personal statement affidavit or a certificate of a physician stating that the employee was ill or that the employee was absent for the purpose of attending to a member of the immediate family who was ill.¹

REFERENCES:

¹KRS 161.15~~2~~⁵, ~~Sec. 2~~, KRS 161.15~~5~~², OAG 79-148
OAG 9339
Family & Medical Leave Act of 1993

RELATED POLICIES:

03.1232~~2~~⁵; 03.1233~~2~~⁵; 03.1236~~2~~⁵; 03.124; 03.175

LEGAL: HB 319 REMOVES THE REQUIREMENT THAT AN AFFIDAVIT BE SUBMITTED FOR SICK AND PERSONAL LEAVE AND REPLACES AFFIDAVIT WITH STATEMENT.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

PERSONNEL 03.1232

- CERTIFIED PERSONNEL -

Sick Leave

NUMBER OF DAYS

Full-time certified employees shall be entitled to sick leave days with pay based on the following schedule:

<u>Number of Contract Days Employed Each School Year</u>	<u>Number of Sick Days Each School Year</u>
187-219	10
220-239	11
240	12

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

INSERT:

Sick leave may be taken in quarter hour increments unless the position requires a substitute. If the position requires a substitute, sick leave may be taken only in whole or half day increments; using sick leave cannot create pay for hours above the person's normal contracted hours.

Formatted: Highlight

ACCUMULATION

Sick leave days not taken during the school year in which they were granted shall accumulate without limitation to the credit of the certified employee to whom they were granted.

DEFINITION

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

FAMILY ILLNESS/MOURNING

Sick leave can also be taken for illness in the immediate family or for the purpose of mourning a member of the employee's immediate family. Immediate family shall mean the employee's spouse, children (including stepchildren and foster children), grandchildren, spouse's siblings, brothers, sisters, daughters-in-law and sons-in-law, parents, spouse's parents, grandparents, and spouse's grandparents, without reference to the location or residence of said relative and any other blood relative who resides in the employee's home.

TRANSFER OF SICK LEAVE

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

In order for teachers to transfer accumulated sick leave to the Districts there must be continuity of employment. Teachers leaving and subsequently returning to the District shall be eligible for reinstatement of accrued leave days, providing there is continuity of employment.

PERSONNEL 03.1232
(CONTINUED)

Sick Leave

SICK LEAVE DONATION PROGRAM

Under procedures developed by the Superintendent, certified employees who have accrued more than fifteen (15) days of sick leave may request to transfer sick leave days to another certified employee who is authorized to receive the donation. The number of days donated shall not reduce the employee's sick leave balance to less than fifteen (15) days.

Certified employees are eligible to receive donated days if they meet the criteria established in statute.

Any sick leave not used shall be returned on a proportionate/pro-rated basis to employees who donated days.

STATEMENT AFFIDAVIT

Upon return to work, a certified employee claiming sick leave must file a personal statement affidavit or a certificate of a physician stating that the employee was ill or that the employee was absent for the purpose of attending to a member of the immediate family who was ill.

REFERENCES:

KRS 161.152;5, Sec. 2, KRS 161.155;2, OAG 79-148
OAG 93-39
Family & Medical Leave Act of 1993

RELATED POLICIES:

03.1232;; 03.1233;; 03.1236;; 03.124; 03.175

Rescind

LEGAL: HB 319 REMOVES THE REQUIREMENT THAT AN AFFIDAVIT BE SUBMITTED FOR SICK (INCLUDING EMERGENCY LEAVE USED FOR THIS PURPOSE) AND PERSONAL LEAVE AND REPLACES AFFIDAVIT WITH STATEMENT.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

PERSONNEL

03.1236

CERTIFIED PERSONNEL =

Emergency Leave

NUMBER OF DAYS

Fulltime certified employees shall be entitled to three (3) days of emergency leave with pay each school year.

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

Persons employed on a full year contract but scheduled for less than a full work day shall receive the authorized emergency leave days equivalent to their normal working day.

Emergency leave shall be granted for the following reasons:

ILLNESS/INJURY

To attend to an immediate family member whose life is threatened by illness or injury.

BEREAVEMENT

Death of a relative or personal friend.

DISASTERS

Disasters of a household, vehicle, travel or personal emergency of the magnitude of tornadoes, fires, floods, etc. affecting the employee or his/her immediate family. This applies only in cases not covered by sick leave.

COURT/LEGAL

Appearances as a witness or to produce documents when the employee's presence is required by subpoena. This is not to include appearances in actions in which the employee is a party and the subpoena is obtained by or on behalf of the employee. This also does not include jury duty. (See policy 03.1237.)

BUSINESS

One (1) day shall be granted for business reasons of an emergency nature. For the purposes of this section, "emergency" shall mean a sudden unexpected happening: an unforeseen occasion or condition; a sudden or unexpected occasion requiring action. The employee may appeal the Superintendent's or designee's decision to the Board.

~~OTHER~~

~~Absences related to the COVID-19 health emergency. This provision only applies until June 30, 2020.~~

Emergency Leave

PROHIBITIONS

Emergency leave shall not be used for personal illness covered under sick leave policies, for participation in recreational activities, for vacations, college visits, attending fraternal functions, seeking other employment or for rendering services for pay.

REQUEST FOR LEAVE

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

STATEMENT AFFIDAVIT

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

ACCUMULATION

Emergency leave days not taken during the school year shall not accumulate.

REFERENCES:

KRS 161.152;⁵ KRS 161.155

OAG 72348; OAG 74770; OAG 76427 ~~OAG 72348~~;

RELATED POLICIES:

03.1232;⁵ 03.1237

LEGAL: HB 547 CREATES A NEW SECTION OF KRS 158 WHICH PERMITS A SCHOOL DISTRICT EMPLOYEE ON DUTY TO ENGAGE IN RELIGIOUS EXPRESSION OTHERWISE PROTECTED BY THE FIRST AMENDMENT TO THE UNITED STATES CONSTITUTION.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

PERSONNEL

03.13241

CERTIFIED PERSONNEL

Employee Religious Expression

"ON DUTY"

Per KRS 158.193, "on duty" means those times when an employee is:

1. Required by the District to be on campus or at another designated location and required to perform the scope of the employee's duties; or
2. Otherwise acting as a designated representative of the District.

The District shall not punish or prohibit an employee from, or punish an employee for, engaging in private religious expression otherwise protected by the First Amendment to the United States Constitution absent a showing that the employee has engaged in actual coercion.

EMPLOYEE MAY

While an employee is on duty, the employee may, at a minimum:

1. Engage in religious expression and discussions and share religious materials with other employees at the same time and in the same manner that employees are permitted to engage in nonreligious expression and discussions outside the scope of duties;
2. Engage in private religious expression at a time when it is otherwise permissible for an employee to engage in private expressive conduct or act outside the scope of duties;
3. Meet with other District employees for prayer or religious study during times that the employee is allowed to act outside the scope of duties, including but not limited to employee breaks, time before school, and during lunch;
4. Work as a sponsor of a student religious club or organization and assist students in planning meetings, activities, and events to the same extent that employee sponsors of nonreligious clubs or organizations are permitted to do so;
5. Wear religious clothing, symbols, or jewelry, provided that such items otherwise comply with any dress code implemented by the District;
6. Decorate their desk and other personal spaces with personal items that reflect their religious beliefs to the same extent that other employees are permitted to decorate their desk and other personal spaces with personal items; and
7. During noninstructional time, engage in religious expression and share religious materials to the same extent that other employees may engage in private expression permitted under the First Amendment to the United States Constitution.

Employee Religious Expression

AUTHORITY

This shall not be construed to authorize the state or any other governmental organization to:

1. Require any person to participate in prayer or any other religious activity; or
2. Violate the constitutional rights of any person.

This shall not be construed to limit the District's authority to:

1. Maintain order and discipline on school property in a content-neutral and viewpoint-neutral manner;
2. Protect the safety of students, employees, and visitors; and
3. Adopt and enforce policies and procedures regarding student speech at school that respect the rights of students.

REFERENCES:

KRS 158.193

Kennedy v. Bremerton School District 142 S.Ct. 2407 (2022)

RELATED POLICIES:

03.1325; 03.2325; 09.32; 09.34; 09.426

LEGAL: HB 319 CREATES A NEW SECTION OF KRS 160 TO REQUIRE THE BOARD TO ADOPT A POLICY TO ENSURE THAT DISTRICT EMPLOYEES COMPLETE AN EXIT SURVEY WHEN THEY VOLUNTARILY LEAVE THE DISTRICT.

FINANCIAL IMPLICATIONS: POTENTIAL COST ASSOCIATED WITH THE SURVEY

PERSONNEL

03.17

CERTIFIED PERSONNEL

Termination/Nonrenewal/Separation by Employee

Termination and nonrenewal of contracts shall be the responsibility of the Superintendent who, at the first meeting following the actions, shall notify the Board of same. Such notification shall be recorded in the Board minutes. No personnel action shall be effective prior to receipt of written notice of the action by the affected employee from the Superintendent.

CODE OF ETHICS

Employees who violate provisions of the Professional Code of Ethics for Kentucky School Certified Personnel may be subject to disciplinary action, up to and including termination.

TERMINATION

No contract shall be terminated except upon notification of the Board by the Superintendent. Prior to notification of the Board, the Superintendent shall furnish the teacher with a written statement specifying in detail the charge against the teacher.¹

Termination of contracts of certified personnel shall be made in compliance with the requirements of KRS 161.790.

ALTERNATIVES TO TERMINATION

As an alternative to termination, the Superintendent, upon notifying the Board and providing written notification to the teacher, may impose sanctions in accordance with KRS 161.790.

NONRENEWAL

The Principal/immediate supervisor shall provide the Superintendent with notice of recommended nonrenewals. Nonrenewal of limited contracts of certified personnel shall be made no later than May 15 in compliance with the requirements of KRS 161.750.

SEPARATION BY EMPLOYEE

Certified employees seeking to resign or terminate contracts in force shall do so in compliance with KRS 161.780.

A certified employee who voluntarily leaves the District shall complete an exit survey that includes, but is not limited to the position vacated, the employee's years of service in the position and in the District, if the employee is taking a similar position in another district, and the reason(s) provided for leaving the District. This information shall be reported to the Kentucky Department of Education (KDE) by the District in a system developed by KDE without providing personally identifiable information.

REPORTING

The Superintendent shall comply with the reporting requirements of KRS 161.120.

Termination/Nonrenewal/Separation by Employee

REFERENCES:

KRS 160.382; KRS 161.120; KRS 161.750; KRS 161.780; KRS 161.790

LEGAL: HB 32 AMENDS KRS 161.011 TO PERMIT HIRING OF CLASSIFIED PERSONNEL WITHOUT A HIGH SCHOOL DIPLOMA IF OPPORTUNITY TO OBTAIN A HIGH SCHOOL EQUIVALENCY DIPLOMA IS PROVIDED BY THE DISTRICT AND PERMITS CERTAIN GOVERNMENT ISSUED CERTIFICATIONS OR LICENSES TO SUBSTITUTE.

FINANCIAL IMPLICATIONS: POTENTIAL COST ASSOCIATED WITH ADMINISTERING THE EQUIVALENCY PROGRAM

PERSONNEL

03.21

CLASSIFIED PERSONNEL

Hiring

SUPERINTENDENT'S RESPONSIBILITIES

All appointments, promotions, and transfers of classified personnel for positions authorized by the Board shall be made by the Superintendent who, at the first meeting following the actions, shall notify the Board of same. Such notification shall be recorded in the Board minutes.

EFFECTIVE DATE

Personnel actions shall not be effective until the employee receives written notice of such action from the Superintendent.

QUALIFICATIONS

The Superintendent shall employ only individuals who possess qualifications established by law, regulation, and Board policy except in the case where no individual applies who meets established qualifications.

EDUCATIONAL REQUIREMENTS

No person shall be initially hired unless s/he holds at least a high school diploma or high school certificate of completion or High School Equivalency Diploma or is provided an opportunity by the District upon employment to obtain a High School Equivalency Diploma at no cost to the employee. Licenses or credentials issued by a government entity that require specialized skill or training may also substitute for this requirement. Employees shall hold the qualifications for the position as established by the Commissioner of Education.³

Existing and new paraprofessionals who provide instructional service or support in programs supported by Title I funds shall satisfy educational requirements specified by federal law.⁴

CRIMINAL BACKGROUND CHECK AND TESTING

Applicants and employees shall undergo records checks and testing as required by applicable statutes and regulations.^{1&2} Bus drivers and applicants requiring a Commercial Driver's License (CDL) must undergo additional background and substance use checks per Board Policy 06.221.

Each application form provided by the employer to an applicant for a classified position shall conspicuously state the following:

Hiring

CRIMINAL BACKGROUND CHECK AND TESTING(CONTINUED)

"FOR THIS TYPE OF EMPLOYMENT, STATE LAW REQUIRES A NATIONAL AND STATE CRIMINAL HISTORY BACKGROUND CHECK AND A LETTER, PROVIDED BY THE INDIVIDUAL, FROM THE CABINET FOR HEALTH AND FAMILY SERVICES STATING THE APPLICANT HAS NO ADMINISTRATIVE FINDINGS OF CHILD ABUSE OR NEGLECT FOUND THROUGH A BACKGROUND CHECK OF CHILD ABUSE AND NEGLECT RECORDS MAINTAINED BY THE CABINET FOR HEALTH AND FAMILY SERVICES."

Initial employment shall be contingent on receipt of records documenting that the individual does not have a conviction for a felony sex crime or as a violent offender as defined in KRS 17.165 or other conviction determined by the Superintendent to bear a reasonable relationship to the ability of the individual to perform the job. Employment shall also be contingent on receipt of a letter from the Cabinet provided by the individual documenting that the individual does not have an administrative finding of child abuse or neglect in records maintained by the Cabinet.

"Administrative finding of child abuse or neglect" means a substantiated finding of child abuse or neglect issued by the Cabinet for Health and Family Services that is:

1. Not appealed through an administrative hearing conducted in accordance with KRS Chapter 13B;
2. Upheld at an administrative hearing conducted in accordance with KRS Chapter 13B and not appealed to a Circuit Court; or
3. Upheld by a Circuit Court in an appeal of the results of an administrative hearing conducted in accordance with KRS Chapter 13B.¹

Probationary employment shall terminate on receipt of a criminal history background check documenting a conviction for a felony sex crime or as a violent offender.

Link to DPP-156 Central Registry Check and more information on the required CA/N check:

<http://manuals.sp.chfs.ky.gov/chapter30/33/Pages/3013RequestfromthePublicforCANChecksandCentralRegistryChecks.aspx>

Criminal records checks on persons employed in Head Start programs shall be conducted in conformity with 45 C.F.R. § 1302.90.

REPORT TO SUPERINTENDENT

An employee shall report to the Superintendent if the employee has been found by the Cabinet for Health and Family Services to have abused or neglected a child, and if the employee has waived the right to appeal such a substantiated finding or the finding has been upheld upon appeal.

Hiring

HIRING OF RETIRED EMPLOYEES

Appointments of employees previously retired under the Kentucky Retirement System (KRS) shall be made by the Superintendent who, at the first meeting following the actions, shall notify the Board of same. Such appointments shall follow the hiring provisions outlined in this policy and administrative procedures. When the District hires full-time classified employees previously retired under KRS, those employees with the exception of Special Law Enforcement Officers (SLEO's) shall participate in the District's health insurance program.

Paraprofessionals who are rehired to provide instructional services or support in programs supported by Title I funds shall satisfy educational requirements specified by federal law (P. L. 107-110 (No Child Left Behind Act of 2001)).

Except for cases involving disability retirement, persons who have previously retired from the District and who subsequently are rehired as a 260-day employee shall be credited with a maximum of twenty (20) leave days at the beginning of the new period of employment, to be used in any way the employee decides (sick, vacation, personal, emergency). Persons who have previously retired from the District and who subsequently are rehired for less than 260 days shall be credited with a maximum of fifteen (15) leave days at the beginning of the new period of employment in accordance with the appropriate leave policy. However, for both the 260-day employee and the less than 260-day employee, no more than one (1) leave day per month shall be taken until the employee has been reemployed for at least six (6) months. Exceptions to this can be considered by the Superintendent upon receipt of a written request.

Unused leave days shall not accumulate.

JOB REGISTER

The Superintendent or the Superintendent's designee shall maintain in the Central Office a job register listing all current job openings in the District. The register shall describe the duties and qualifications for each opening, and District employment policies shall be attached to the register. The job register shall be open to public inspection during Central Office business hours.

VACANCIES POSTED

Under procedures developed by the Superintendent, a listing of all District job openings shall be posted in the Central Office and in each school building on a timely basis and shall refer interested persons to the Central Office job register for additional information. Postings of vacancies may be made with other agencies, as appropriate.

REVIEW OF APPLICATIONS

Under procedures developed by the Superintendent, each application shall be reviewed and each applicant so notified. Applications for candidates not employed shall be retained for three (3) years.

RELATIONSHIPS

The Superintendent shall not employ a relative of a member of the Board.

A relative may be employed as a substitute for a certified or classified employee if the relative is not:

Hiring

RELATIONSHIPS(CONTINUED)

1. A regular full-time or part-time employee of the District;
2. Accruing continuing contract status or any other right to continuous employment;
3. Receiving fringe benefits other than those provided other substitutes; or
4. Receiving preference in employment or assignment over other substitutes.¹

A relative of the Superintendent shall not be employed except as provided by KRS 160.380.¹

CONTRACT

All regular full-time and part-time classified personnel shall enter into annual written contracts with the District.

EMERGENCY HIRING

During emergency situations, job openings may be filled without listing in the job register or posting in District buildings.

JOB DESCRIPTION

All employees shall receive a copy of their job description and responsibilities.

INTENT

Under procedures developed by the Superintendent, employees may be requested to indicate their availability for employment for the next school year.

REASONABLE ASSURANCE OF CONTINUED EMPLOYMENT

Each year, all full-time and part-time classified employees, including substitutes, shall be notified in writing by the last day of school if they have reasonable assurance of continued employment for the following school year.

EMPLOYEES SEEKING A JOB CHANGE

Other than the routine transmission of administrative and personnel files, District employees are prohibited from assisting a school employee, contractor, or agent in obtaining a new job if the individual knows, or has probable cause to believe, that such school employee, contractor, or agent engaged in sexual misconduct regarding a minor or student in violation of the law and such.

Hiring

REFERENCES:

¹KRS 160.380
²702 KAR 5:080
³KRS 161.011
⁴P. L. 114-95, (Every Student Succeeds Act of 2015)
20 U.S.C. § 7926; 42 U.S.C. § 9843a(g)
34 C.F.R. § 200.58; 45 C.F.R. § 1302.90
49 C.F.R. § 382.701; 49 C.F.R. § 382.703
KRS Chapter 13B
703 KAR 4:050
KRS 17.160; KRS 17.165; KRS 156.070
KRS 160.345; KRS 160.390; KRS 335B.020
OAG 18-017; OAG 9110; OAG 91149; OAG 91206
OAG 921; OAG 9259; OAG 9278; OAG 92131; OAG 97-6
Kentucky Local District Classification Plan
702 KAR 3:320; 785 KAR 1:110
Records Retention Schedule, Public School District

RELATED POLICIES:

01.11; 02.4244; 03.232; 03.27; 03.5; 06.221

LEGAL: HB 13 AMENDS KRS 281A.175 RELATED TO THE PHYSICAL EXAM REQUIREMENT FOR SCHOOL BUS DRIVERS. IT CHANGES THE REQUIRED PHYSICAL EXAM FROM EVERY YEAR TO EVERY TWO (2) YEARS.

FINANCIAL IMPLICATIONS: LESS FREQUENT EXAMS COULD BE A COST SAVINGS

PERSONNEL

03.211

CLASSIFIED PERSONNEL

Medical Examination

~~Through appropriate personnel documents, such as handbooks and/or job applications, employees shall be notified as to who will pay for medical examinations required for initial employment.~~

BUS DRIVERS

As a condition of employment, each school bus driver, including substitute drivers, shall pass a medical examination on initial employment and every two (2) years each year thereafter in accordance with KRS 281A.175, 702 KAR 5:030, and 702 KAR 5:080.

Before being allowed to drive a bus, the driver must be free of any medical condition which could endanger the health or safety of students in the performance of duties.

OTHER NEWLY EMPLOYED CLASSIFIED PERSONNEL

As a condition of initial employment, all classified employees (except bus drivers), including substitute employees, shall pass a medical examination as indicated in 702 KAR 1:160. The examination shall be provided by a licensed physician, physician assistant (PA), or Advanced Practice Registered Nurse designated by the Board. If the employee elects to be examined by a private practitioner, the cost of examination shall be borne by the employee.¹

REPORT REQUIREMENTS

Unless a new employee is hired after the beginning of the school year, examinations shall be conducted prior to August 1 of the school year in which the person is employed.

Medical examinations performed within a ninety (90)-day period prior to initial employment will be accepted.

The medical examination shall be reported on the form required by Kentucky Administrative Regulation or an electronic medical record that includes all of the data equivalent to that on the Medical Examination of School Employees form. A copy of the form or electronic medical record and a statement indicating the employee's medical status must be filed with the Superintendent prior to assuming assigned duties.

TUBERCULOSIS (TB) SCREENING/TESTING

Each medical examination shall include a risk assessment for TBtuberculosis as required by Kentucky Administrative Regulation. Individuals identified by that assessment as being at high risk for TB shall be required to undergo a tuberculin skin test or a blood test for Mycobacterium tuberculosis (BAMT) as required by 702 KAR 1:160. A person who tests positive for TB shall be required to comply with the directives of the Board, local board of health and the Kentucky Department for Public Health, Cabinet for Health and Family Services, for further evaluation and treatment of the TBtuberculosis infection.^{1, 2 & 3}

Medical Examination

REQUIRED EXAMINATION FOR PRESENT PERSONNEL

When, in the opinion of the Superintendent, there is evidence that an employee is no longer able to perform satisfactorily the assigned duties because of health problems or when the employee poses a health threat to students or other employees, the Superintendent may, consistent with the Americans with Disabilities Act and the Family Medical Leave Act, require the employee to provide evidence of fitness in the form of an examination and report by a physician of the Superintendent's choosing. The Board shall bear the cost of this examination.³

SCHOOL TO REPORT

Local school authorities shall report immediately all known or suspected cases of communicable disease to the local health department. Diseases to be reported shall not include those considered confidential, such as HIV/AIDS, as set forth in Kentucky Administrative Regulation.²

MEDICAL CONFIDENTIALITY

Signed consent of the employee designating personnel to be informed shall be required before the Superintendent advises personnel of the employee's medical condition.

The Superintendent shall determine which employees are to have access to medical information. This determination shall be made on a need-to-know basis.

REFERENCES:

¹KRS 161.145; 702 KAR 5:080

²702 KAR 1:160; 902 KAR 2:020; KRS 214.181; KRS 214.625

[702 KAR 5:030; KRS 281A.175](#)

OAG 911

Genetic Information Nondiscrimination Act of 2008

Americans with Disabilities Act

Family Medical Leave Act of 1993

RELATED POLICIES:

³03.2234; 03.24

LEGAL: HB 331 AMENDS KRS 158.162 TO REQUIRE THE DISTRICT TO MAINTAIN A PORTABLE AUTOMATED EXTERNAL DEFIBRILLATOR (AED) IN EVERY MIDDLE AND HIGH SCHOOL BUILDING, AND AS FUNDS BECOME AVAILABLE, AT SCHOOL-SANCTIONED MIDDLE AND HIGH SCHOOL ATHLETIC PRACTICES AND COMPETITIONS, AND TO ADOPT PROCEDURES FOR THE USE OF AEDS DURING EMERGENCIES. IT ALSO REQUIRES ALL INTERSCHOLASTIC ATHLETIC COACHES BE TRAINED ON THE USE OF PORTABLE AEDS AND MAINTAIN A CPR CERTIFICATION RECOGNIZED BY A NATIONAL ACCREDITING BODY ON HEART HEALTH.

FINANCIAL IMPLICATIONS: COSTS OF PURCHASING, MAINTAINING AEDS, COPYING AND DISTRIBUTING PLANS, AND PERSONNEL TRAINING COSTS

PERSONNEL

03.2141

CLASSIFIED PERSONNEL –

Nonteaching Coaches and Assistant Coaches

Any middle or high school coach (head or assistant, paid or unpaid) shall successfully complete all training required by the District, the Kentucky Board of Education, the Kentucky High School Athletic Association, and state law and regulation. This shall include safety and first aid training and providing the school documentation of successful completion of a cardiopulmonary resuscitation (CPR)~~C.P.R.~~ course that includes the use of an automated external defibrillator and first aid training, conducted by an instructor or program approved by a college or university, the American Red Cross, American Heart Association, or other bona fide accrediting agency. Initial certification shall use in-person instruction with certification updated as required by the approving agency.²-All interscholastic athletic coaches shall maintain a CPR certification recognized by a national accrediting body on heart health.³

Nonfaculty coaches and nonfaculty assistants shall complete District training that includes information on the physical and emotional development of students of the age with which they will be working, the District's and school's discipline policies, procedures for dealing with discipline problems, and safety and first aid training. Follow-up training shall be provided annually.¹

REFERENCES:

¹KRS 161.185

²702 KAR 7:065

³KRS 158.162

KRS 156.070

KRS 160.445

KRS 161.180

RELATED POLICIES:

03.1161

09.311

LEGAL: SB 7 (EFFECTIVE NOW) AMENDS KRS 336.134 TO PROHIBIT DISTRICTS FROM DEDUCTING MONEY FROM EMPLOYEE PAYROLL FOR CERTAIN PURPOSES. DISTRICTS SHALL NO LONGER DEDUCT ANY AMOUNT FOR: "ANY DUES, FEES, ASSESSMENTS, OR OTHER CHARGES TO BE HELD FOR, TRANSFERRED TO, OR PAID OVER TO A LABOR ORGANIZATION; OR ... POLITICAL ACTIVITIES."

ALSO NOTE THAT SB 7 AMENDS KRS 161.158 TO REFLECT THE FOLLOWING:

"THE DISTRICT BOARD IS PROHIBITED FROM DEDUCTING MEMBERSHIP DUES OF AN EMPLOYEE ORGANIZATION, MEMBERSHIP ORGANIZATION, OR LABOR ORGANIZATION ~~[WITHOUT THE EXPRESS WRITTEN CONSENT OF THE EMPLOYEE. EXPRESS WRITTEN CONSENT OF THE EMPLOYEE MAY BE REVOKED IN WRITING BY THE EMPLOYEE AT ANY TIME].~~"

FINANCIAL IMPLICATIONS: TIME SPENT REMOVING PAYROLL DEDUCTIONS

PERSONNEL

03.2211

CLASSIFIED PERSONNEL

Salary Deductions

MANDATORY DEDUCTIONS

Mandatory payroll deductions made by the Board include:

1. State and federal income taxes;
2. City occupational tax, when applicable;
3. Social security, when applicable;
4. County Employees' Retirement System of the State of Kentucky, when applicable;
5. Any deductions required as a result of judicial process, e.g., salary attachments, etc.;
6. Medicare (FICA), when applicable.

OPTIONAL DEDUCTIONS

Pursuant to the provisions of KRS 161.158, the following optional payroll deductions are authorized by the Board for those employees who choose to participate:

1. Health and hospitalization insurance;
2. Income protection – group plan;
3. Dental insurance;
4. Life insurance provided by the Board or state;
5. Savings bonds;
6. Commonwealth Credit Union;
7. State approved deferred compensation plan;
8. United Way;
9. State-designated Flexible Spending Account (FSA) and Health Reimbursement Account (HRA) plans; and
10. ~~Membership dues for professional organizations when thirty percent (30%) or more eligible members request the deductions. Such deductions may include a life insurance plan and an income protection plan associated therewith.~~
11. Supplemental retirement plans, as approved by the Board.

Salary Deductions

~~OPTIONAL DEDUCTIONS (CONTINUED)~~

~~Deductions for membership dues of an employee organization, association, or union shall only be made upon the express written consent of the employee. This consent may be revoked by the employee at any time by written notice to the employer.~~

~~No other payroll deductions shall be made by the Board.~~

REFERENCES:

KRS 78.610; KRS 161.158
KRS 336.134
702 KAR 1:035; OAG 72-802

LEGAL: HB 319 REMOVES THE REQUIREMENT THAT AN AFFIDAVIT BE SUBMITTED FOR SICK AND PERSONAL LEAVE AND REPLACES AFFIDAVIT WITH STATEMENT.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

PERSONNEL

03.2231

CLASSIFIED PERSONNEL

Personal Leave

NUMBER OF DAYS

The Board shall grant two (2) personal leave days each school year without loss of pay to employees who are employed less than 239 days and three (3) days to those who are employed from 240 to 260 days.

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) 1/2 day.

Persons employed on a full year contract but scheduled for less than a full work day shall receive the authorized personal leave days equivalent to their normal working day.

Personal leave may be taken ^{in quarter hour increments unless the position requires a substitute.} only in whole or half-day increments; using Personal leave cannot create pay for hours above the person's normal contracted hours. ^{If the position requires a substitute then personal leave may be taken on}

PROHIBITION

Personal days are not to be scheduled on days immediately before or immediately after regularly scheduled breaks during the school year. Personal days may not be granted when 10% or more of the staff in the requesting employee's work site are scheduled to be out. Exceptions to these prohibitions due to extenuating circumstances require Principal approval in advance.

APPROVAL

The Superintendent or designee must approve the leave date, but no reasons shall be required for the leave.

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

STATEMENT AFFIDAVIT

Employees taking personal leave must file a personal statement affidavit on their return to work stating that the leave was personal in nature.

ACCUMULATION

On June 30, personal leave days not taken during the school year shall be transferred and credited to the employee's sick leave account, except for retired classified employees who return to work, whose days shall not accumulate.

REFERENCES:

KRS 161.154
OAG 77-115

See our changes next set

Personal Leave

RELATED POLICY:

03.2232

LEGAL: HB 319 REMOVES THE REQUIREMENT THAT AN AFFIDAVIT BE SUBMITTED FOR SICK AND PERSONAL LEAVE AND REPLACES AFFIDAVIT WITH STATEMENT.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

PERSONNEL 03.2231

- CLASSIFIED PERSONNEL -

Personal Leave

NUMBER OF DAYS

The Board shall grant two (2) personal leave days each school year without loss of pay to employees who are employed less than 239 days and three (3) days to those who are employed from 240 to 260 days.

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)1/2 day.

Persons employed on a full year contract but scheduled for less than a full work day shall receive the authorized personal leave days equivalent to their normal working day.

~~DELETE THIS PARAGRAPH: Personal leave may be taken only in whole or half-day increments; using Personal leave cannot create pay for hours above the person's normal contracted hours.~~

Formatted: Highlight

INSERT: Personal leave may be taken in quarter hour increments unless the position requires a substitute. If the position requires a substitute, personal leave may be taken only in whole or half day increments; using personal leave cannot create pay for hours above the person's normal contracted hours.

PROHIBITION

Personal days are not to be scheduled on days immediately before or immediately after regularly scheduled breaks during the school year. Personal days may not be granted when 10% or more of the staff in the requesting employee's work site are scheduled to be out. Exceptions to these prohibitions due to extenuating circumstances require Principal approval in advance.

APPROVAL

The Superintendent or designee must approve the leave date, but no reasons shall be required for the leave.

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

STATEMENT AFFIDAVIT

Employees taking personal leave must file a personal statement affidavit on their return to work stating that the leave was personal in nature.

ACCUMULATION

On June 30, personal leave days not taken during the school year shall be transferred and credited to the employee's sick leave account, except for retired classified employees who return to work, whose days shall not accumulate.

REFERENCES:

KRS 161.154
OAG 77-115
PERSONNEL 03.2231
(CONTINUED)

Personal Leave

RELATED POLICY:

03.2232

LEGAL: HB 319 REMOVES THE REQUIREMENT THAT AN AFFIDAVIT BE SUBMITTED FOR SICK AND PERSONAL LEAVE AND REPLACES AFFIDAVIT WITH STATEMENT.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

PERSONNEL

03.2232

CLASSIFIED PERSONNEL

Sick Leave

NUMBER OF DAYS

All fulltime classified personnel shall be entitled to sick leave days with pay based on the following schedule:

<u>Number of Contract Days Employed Each School Year</u>	<u>Number of Sick Days Each School Year</u>
180-218	10 13
219-239	11 14
240-260	12 15

Persons employed for less than a full year contract shall receive a prorata part of the authorized sick leave days calculated to the nearest ½ day.

Persons employed on a full year contract but scheduled for less than a full work day shall receive the authorized sick leave days equivalent to their normal working day.

Sick leave may be taken only in whole or half-day increments; using sick leave cannot create pay for hours above the person's normal contracted hours.

ACCUMULATIVE

Sick leave days not taken during the school year in which they were granted shall accumulate without limitation to the credit of the classified employee to whom they were granted. When previously retired classified employees return to work, they shall not be reimbursed at time of a subsequent retirement for days accumulated after their return.

DEFINITION

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

FAMILY ILLNESS/MOURNING

Sick leave can also be taken for illness in the immediate family or for the purpose of mourning a member of the employee's immediate family. Immediate family shall mean employee's spouse, children (including stepchildren and foster children), grandchildren, spouse's siblings, daughters-in-law and sons-in-law, brothers, sisters, parents, spouse's parents, grandparents, and spouse's grandparents, without reference to the location or residence of said relative and any other blood relative who resides in the employee's home.

TRANSFER OF SICK LEAVE

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

*See our
changes in
next 5 yr*

Sick Leave

TRANSFER OF SICK LEAVE (CONTINUED)

In order for classified employees to transfer accumulated sick leave to the Districts there must be continuity of employment. Classified leaving and subsequently returning to the District shall be eligible for reinstatement of accrued leave days, providing there is continuity of employment.

SICK LEAVE DONATION PROGRAM

Under procedures developed by the Superintendent, classified employees who have accrued more than fifteen (15) days of sick leave may request to transfer sick leave days to another classified employee who is authorized to receive the donation. The number of days donated shall not reduce the employee's sick leave balance to less than fifteen (15) days.

Classified employees are eligible to receive donated days if they meet the criteria established in procedures.

Any sick leave not used shall be returned on a proportionate/pro-rated basis to employees who donated days.

STATEMENT AFFIDAVIT

Upon return to work, an employee claiming sick leave must file a personal statement affidavit or a certificate of a physician stating that the employee was ill or that the employee was absent to attend a member of the immediate family who was ill.

REFERENCES:

KRS 161.155
OAG 79-148
OAG 9339
Family & Medical Leave Act of 1993

RELATED POLICIES

03.22322
03.2233
03.273

LEGAL: HB 319 REMOVES THE REQUIREMENT THAT AN AFFIDAVIT BE SUBMITTED FOR SICK AND PERSONAL LEAVE AND REPLACES AFFIDAVIT WITH STATEMENT.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

PERSONNEL 03.2232

- CLASSIFIED PERSONNEL -

Sick Leave

NUMBER OF DAYS

All full-time classified personnel shall be entitled to sick leave days with pay based on the following schedule:

<u>Number of Contract Days Employed Each School Year</u>	<u>Number of Sick Days Each School Year</u>
180-218 10	
219-239 11	
240-260 12	

Persons employed for less than a full year contract shall receive a prorata part of the authorized sick leave days calculated to the nearest 1/2 day.

Persons employed on a full year contract but scheduled for less than a full work day shall receive the authorized sick leave days equivalent to their normal working day.

~~DELETE THIS PARAGRAPH: Sick leave may be taken only in whole or half-day increments; using sick leave cannot create pay for hours above the person's normal contracted hours.~~

Formatted: Highlight

INSERT: Sick leave may be taken in quarter hour increments unless the position requires a substitute. If the position requires a substitute, sick leave may be taken only in whole or half day increments; using sick leave cannot create pay for hours above the person's normal contracted hours.

Formatted: Highlight

ACCUMULATIVE

Sick leave days not taken during the school year in which they were granted shall accumulate without limitation to the credit of the classified employee to whom they were granted. When previously retired classified employees return to work, they shall not be reimbursed at time of a subsequent retirement for days accumulated after their return.

DEFINITION

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

FAMILY ILLNESS/MOURNING

Sick leave can also be taken for illness in the immediate family or for the purpose of mourning a member of the employee's immediate family. Immediate family shall mean employee's spouse, children (including stepchildren and foster children), grandchildren, spouse's siblings, daughters-in-law and sons-in-law, brothers, sisters, parents, spouse's parents, grandparents, and spouse's grandparents, without reference to the location or residence of said relative and any other blood relative who resides in the employee's home.

TRANSFER OF SICK LEAVE

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

PERSONNEL 03.2232
(CONTINUED)

Sick Leave

TRANSFER OF SICK LEAVE (CONTINUED)

In order for classified employees to transfer accumulated sick leave to the Districts there must be continuity of employment. Classified leaving and subsequently returning to the District shall be eligible for reinstatement of accrued leave days, providing there is continuity of employment.

SICK LEAVE DONATION PROGRAM

Under procedures developed by the Superintendent, classified employees who have accrued more than fifteen (15) days of sick leave may request to transfer sick leave days to another classified employee who is authorized to receive the donation. The number of days donated shall not reduce the employee's sick leave balance to less than fifteen (15) days.

Classified employees are eligible to receive donated days if they meet the criteria established in procedures.

Any sick leave not used shall be returned on a proportionate/pro-rated basis to employees who donated days.

STATEMENT AFFIDAVIT

Upon return to work, an employee claiming sick leave must file a personal statement affidavit or a certificate of a physician stating that the employee was ill or that the employee was absent to attend a member of the immediate family who was ill.

REFERENCES:

- KRS 161.155
- OAG 79-148
- OAG 93-39
- Family & Medical Leave Act of 1993

RELATED POLICIES

- 03.2232
- 03.2233
- 03.273

Rescind

LEGAL: HB 319 REMOVES THE REQUIREMENT THAT AN AFFIDAVIT BE SUBMITTED FOR SICK (INCLUDING EMERGENCY LEAVE USED FOR THIS PURPOSE) AND PERSONAL LEAVE AND REPLACES AFFIDAVIT WITH STATEMENT.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

PERSONNEL

03.2236

CLASSIFIED PERSONNEL

Emergency Leave

NUMBER OF DAYS

Fulltime classified employees shall be entitled to three (3) days of emergency leave with pay each school year.

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

Persons employed on a full year contract but scheduled for less than a full work day shall receive the authorized emergency leave days equivalent to their normal working day.

Emergency leave may be taken only in whole or half-day increments; using emergency leave cannot create pay for hours above the person's normal contracted hours.

Emergency leave shall be granted for the following reasons:

ILLNESS/INJURY

To attend to an immediate family member whose life is threatened by illness or injury.

BEREAVEMENT

Death of a relative or personal friend.

DISASTERS

Disasters of a household, vehicle, travel or personal emergency of the magnitude of tornadoes, fires, floods, etc. affecting the employee or his/her immediate family. This applies only in cases not covered by sick leave.

COURT/LEGAL

Appearances as a witness or to produce documents when the employee's presence is required by subpoena. This is not to include appearances in actions in which the employee is a party and the subpoena is obtained by or on behalf of the employee. This also does not include jury duty. (See policy 03.2237)

BUSINESS

One (1) day shall be granted for business reasons of an emergency nature. For the purposes of this section, "emergency" shall mean a sudden unexpected happening: an unforeseen occasion or condition: a sudden or unexpected occasion requiring action. The employee may appeal the Superintendent's or designee's decision to the Board.

OTHER

~~Absences related to the COVID-19 health emergency. This provision only applies until June 30, 2020.~~

See our
changes in
next sec

Emergency Leave

PROHIBITIONS

Emergency leave shall not be used for personal illness covered under sick leave policies, for participation in recreational activities, for vacations, college visits, attending fraternal functions, seeking other employment or for rendering services for pay.

REQUEST FOR LEAVE

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

STATEMENT AFFIDAVIT

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

ACCUMULATION

Emergency leave days not taken during the school year shall not accumulate.

REFERENCES:

KRS 161.152; KRS 161.155

OAG 72348; OAG 74-770; OAG 76427; ~~OAG 72348~~

RELATED POLICIES:

03.2232;~~;~~ 03.2237

subpoena is obtained by or on behalf of the employee. This also does not include jury duty. (See policy 03.2237.)

BUSINESS

One (1) day shall be granted for business reasons of an emergency nature. For the purposes of this section, "emergency" shall mean a sudden unexpected happening; an unforeseen occasion or condition; a sudden or unexpected occasion requiring action. The employee may appeal the Superintendent's or designee's decision to the Board.

OTHER

Absences related to the COVID-19 health emergency. This provision only applies until June 30, 2020.

PERSONNEL 03.2236

(CONTINUED)

Emergency Leave

PROHIBITIONS

Emergency leave shall not be used for personal illness covered under sick leave policies, for participation in recreational activities, for vacations, college visits, attending fraternal functions, seeking other employment or for rendering services for pay.

REQUEST FOR LEAVE

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

STATEMENT AFFIDAVIT

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

ACCUMULATION

Emergency leave days not taken during the school year shall not accumulate.

REFERENCES:

KRS 161.152; KRS 161.155

OAG 72-348; OAG 74-770; OAG 76-427; OAG 72-348

RELATED POLICIES:

03.2232;, 03.2237

LEGAL: HB 547 CREATES A NEW SECTION OF KRS 158 WHICH PERMITS A SCHOOL DISTRICT EMPLOYEE ON DUTY TO ENGAGE IN RELIGIOUS EXPRESSION OTHERWISE PROTECTED BY THE FIRST AMENDMENT TO THE UNITED STATES CONSTITUTION.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

PERSONNEL

03.23241

CLASSIFIED PERSONNEL

Employee Religious Expression

“ON DUTY”

Per KRS 158.193, "on duty" means those times when an employee is:

1. Required by the District to be on campus or at another designated location and required to perform the scope of the employee's duties; or
2. Otherwise acting as a designated representative of the District.

The District shall not punish or prohibit an employee from, or punish an employee for, engaging in private religious expression otherwise protected by the First Amendment to the United States Constitution absent a showing that the employee has engaged in actual coercion.

EMPLOYEE MAY

While an employee is on duty, the employee may, at a minimum:

1. Engage in religious expression and discussions and share religious materials with other employees at the same time and in the same manner that employees are permitted to engage in nonreligious expression and discussions outside the scope of duties;
2. Engage in private religious expression at a time when it is otherwise permissible for an employee to engage in private expressive conduct or act outside the scope of duties;
3. Meet with other District employees for prayer or religious study during times that the employee is allowed to act outside the scope of duties, including but not limited to employee breaks, time before school, and during lunch;
4. Work as a sponsor of a student religious club or organization and assist students in planning meetings, activities, and events to the same extent that employee sponsors of nonreligious clubs or organizations are permitted to do so;
5. Wear religious clothing, symbols, or jewelry, provided that such items otherwise comply with any dress code implemented by the District;
6. Decorate their desk and other personal spaces with personal items that reflect their religious beliefs to the same extent that other employees are permitted to decorate their desk and other personal spaces with personal items; and
7. During noninstructional time, engage in religious expression and share religious materials to the same extent that other employees may engage in private expression permitted under the First Amendment to the United States Constitution.

Employee Religious Expression

AUTHORITY

This shall not be construed to authorize the state or any other governmental organization to:

1. Require any person to participate in prayer or any other religious activity; or
2. Violate the constitutional rights of any person.

This shall not be construed to limit the District's authority to:

1. Maintain order and discipline on school property in a content-neutral and viewpoint-neutral manner;
2. Protect the safety of students, employees, and visitors; and
3. Adopt and enforce policies and procedures regarding student speech at school that respect the rights of students.

REFERENCES:

KRS 158.193

Kennedy v. Bremerton School District 142 S.Ct. 2407 (2022)

RELATED POLICIES:

03.1325; 03.2325; 09.32; 09.34; 09.426

LEGAL: HB 319 CREATES A NEW SECTION OF KRS 160 TO REQUIRE THE BOARD TO ADOPT A POLICY TO ENSURE THAT DISTRICT EMPLOYEES COMPLETE AN EXIT SURVEY WHEN THEY VOLUNTARILY LEAVE THE DISTRICT.

FINANCIAL IMPLICATIONS: POTENTIAL COST ASSOCIATED WITH THE SURVEY

PERSONNEL

03.272

CLASSIFIED PERSONNEL

Separation by Employee

A classified employee who voluntarily leaves the District shall complete an exit survey that includes, but is not limited to the position vacated, the employee's years of service in the position and in the District, if the employee is taking a similar position in another district, and the reason(s) provided for leaving the District. This information shall be reported to the Kentucky Department of Education (KDE) by the District in a system developed by KDE without providing personally identifiable information.

REFERENCE:

KRS 160.382

RELATED POLICY:

03.27

LEGAL: SB 169 AMENDS KRS 65.028 BY PERMITTING SCHOOL DISTRICTS TO ENGAGE IN PUBLIC-PRIVATE PARTNERSHIPS WITH BOARD APPROVAL.

FINANCIAL IMPLICATIONS: POTENTIAL SAVINGS IN SHARING COST OF PROJECTS

LEGAL: HB 522 AMENDS KRS 45A.385 INCREASING THE AGGREGATE CONTRACT AMOUNT MAXIMUM FOR SMALL PURCHASE TO \$40,000.

FINANCIAL IMPLICATIONS: LARGER AMOUNT FOR SMALL PURCHASE PROCEDURES

FISCAL MANAGEMENT

04.32

Model Procurement Code Purchasing

AUTHORITY

Purchasing procedures shall conform to the Model Procurement Code, KRS 45A.345 KRS 45A.460.¹ All contracts or purchases shall be awarded by competitive sealed bidding or competitive negotiation, both of which may include the use of a reverse auction, except as otherwise provided by law.²

All purchases of Kentucky Education Technology System (KETS) components shall adhere to KETS architectural standards and procedures.

The District may purchase supplies and/or equipment outside an established price contract of the federal government (GSA), the State Division of Purchases, a cooperative agency bid approved by the Board, or a District bid if:

1. The supplies and/or equipment meet the specifications of contracts awarded by the Division of Purchases, a federal agency (GSA), a cooperative agency, or a District bid;
2. The supplies and/or equipment are available for purchase at a lower price;
3. The purchase does not exceed \$2,500^{4&8}; and
4. The District's finance or purchasing officer has certified compliance with the first and second requirements.

Prior to purchase of education technology components defined in the master technology plan, the Department of Education must certify that the items to be purchased meet or exceed the specifications of components of the original equipment of manufacturers currently holding Kentucky price contracts.⁴

PUBLIC-PRIVATE PARTNERSHIPS

The Board may utilize a public-private partnership delivery method. Public-private partnerships shall comply with KRS 65.028 and other applicable state laws and regulations.

FEDERAL AWARDS/CONFLICT OF INTEREST

No employee, officer, or agent of the District may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.⁷

The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. In determining whether an activity constitutes an impermissible acceptance of a gratuity or item of monetary value, the definition of "gratuity" (covering anything of more than fifty dollars [\$50] value) set forth in KRS 45A.445 shall apply. Violation of these standards may result in disciplinary action including, but not limited to, suspension, dismissal, or removal.

Model Procurement Code Purchasing

ETHICAL STANDARDS

To avoid conflicts that may arise during the decision-making process for procurement of services and products for the District, employees shall adhere to the ethical standards set out in KRS 45A.455.

PREFERENCE FOR RESIDENT BIDDERS

For all contracts funded in whole or in part by the District, the Board shall apply the reciprocal preference for resident bidders required by law. Geographical preferences relating to school nutrition service purchases may be utilized only as permitted by applicable federal law.³

EXEMPTIONS

Federal regulatory requirements do not provide a bidding exception for purchase of perishables using school nutrition service funds. Such purchases must follow applicable federal regulations.⁷

PRICE REDUCTIONS

Price reductions may be accepted on supplies and/or equipment being offered by the vendor with whom a price agreement has been made if the supplies and/or equipment meet all terms and conditions specified in the price agreement except for price and if the price reduction is offered to all participants in the price agreement. Price reductions may be accepted even if the reduced price requires the purchase of a specified quantity of units different from the quantity stated in the original price agreement.

SMALL PURCHASES

District small purchase procedures may be used for any contract in which the aggregate amount does not exceed \$ ~~40,000.00~~30,000.00.⁵

DELEGATION OF PURCHASING AUTHORITY

The Superintendent is hereby designated as the chief purchasing officer for the District. The Superintendent will act as purchasing officer with authority to enter into and administer contracts and make written determinations and findings with respect thereto.

All products or services which have been advertised for competitive sealed bids shall be evaluated by the Superintendent or his/her designee. A recommendation concerning the award of the contract to the lowest bidder or lowest evaluated bidder shall be submitted to the Board at its next regular or special meeting.

All products or services to be purchased through noncompetitive negotiations costing \$3,000.00 or more shall be presented to the Superintendent for approval.

The Superintendent will identify to the Board the staff member(s) authorized to approve the issuance of purchase orders for procurement of goods and services which are bid.

The Superintendent will identify to the Board the staff member(s) authorized to approve small purchases related to their individual and specific areas of responsibility. Small purchase amount is set at less than \$3000.00.

Model Procurement Code Purchasing

QUALIFYING, SUSPENDING, DEBARRING, AND REINSTATING PROSPECTIVE BIDDERS

Any contract the Board shall enter into with a contractor shall require the contractor to reveal any final determination of a violation by the contractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor and shall require the contractor to be in continuous compliance with the provisions for the duration of the contract.

The Board or their designee may elect to qualify supplies/bidders based on experience with the product or service, proven ability to perform or supply, availability to service and/or repair, evaluation and/or testing of the product, and other qualifications appropriate to ensure quality performance of supplies/equipment.

The Board may elect to suspend or debar a bidder/supplier from providing services if it finds that a contract agreement has been violated and/or inferior service, supplies, and/or equipment has been provided as part of a contract.

The Board may elect to reinstate a bidder/supplier after certain conditions have been met as outlined by the Board.

MODIFICATION AND TERMINATION OF CONTRACTS

Any vendor/contractor who is determined by the Superintendent to be in breach of any of the terms and conditions of a contract with the District shall at the discretion of the Board be declared in default and such contract may be terminated as the result of such default. Written notice of default shall be delivered to the vendor/contractor identifying the specific contract violations.

A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to the following:

1. Failure to perform the contract according to its terms, conditions, and specifications.
 2. Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract.
 3. Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376 or letters of indebtedness received from creditors by the Superintendent.
 4. Late payment or nonpayment of bills for labor, material, supplies, or equipment furnished in connection with a contract that prevents the contractor from complying with the terms of a contract with the Board.
1. Failure to diligently pursue the work under a contract for services.

The Board shall not be liable for any further payment to a contractor under a contract terminated for the contractor's default after the date of such default as determined by the Board except for commodities, supplies, equipment, or services delivered and accepted on or before the date of default and for which payment had not been made as of the date. The contractor, and/or his/her surety, if a performance bond has been required under the contract, shall be jointly and severally liable to the Board for all loss, cost, or damage sustained as a result of the contractor's default; provided, however, that a contractor's surety liability shall not exceed the final sum specified in the contractor's bond.

Model Procurement Code Purchasing

MODIFICATION AND TERMINATION OF CONTRACTS (CONTINUED)

All changes or modifications to contracts for the purchase of commodities, supplies, equipment, and services shall be affected by an advice of change order to the contract which shall be supported by a written determination by the purchasing official documenting the reason and the basis for the change or modification of the contract. Any change or modification of a contract which involves a cost increase of 10% of the total contract price or \$2500 shall be submitted to the Board for approval prior to being implemented. A copy of the advice of change in order and the supporting documentation relative to any change or modification to a contract shall be filed and maintained in the contract file by the Superintendent.

The Superintendent shall develop procedures to implement this policy.

BACKGROUND CHECKS

The Superintendent shall require an adult who is permitted access to school grounds on a regularly scheduled and continuing basis pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity to submit, at no expense to the District, to a national and state criminal history background check by the Kentucky State Police and the Federal Bureau of Investigation and to provide a clear CA/N check in keeping with KRS 160.380.⁶

Link to DPP-156 Central Registry Check and more information on the required CA/N check:

<http://manuals.sp.chfs.ky.gov/chapter30/33/Pages/3013RequestfromthePublicforCANChecksandCentralRegistryChecks.aspx>

REFERENCES:

¹KRS 45A.343

²KRS 45A. 345; KRS 160.290; KRS 45A.380

³KRS 160.303; 200 KAR 5:400; KRS 45A.494

⁴KRS 156.076

⁵KRS 45A.385

⁶KRS 160.380

⁷2 C.F.R. 200.318

⁸KRS 45A.360

KRS 45A.352; KRS 45A.365; KRS 45A.370

KRS 45A.420; KRS 45A.445; KRS 45A.455; KRS 45A.460; KRS 45A.620

KRS 65.027; KRS 65.028; KRS 160.151; KRS 164A.575; KRS 176.080

200 KAR 5:355

OAG 79501; OAG 82170; OAG 82407;

Kentucky Educational Technology Systems (KETS)

RELATED POLICIES:

05.6; 06.4; 07.13

LEGAL: HB 331 AMENDS KRS 158.162 TO REQUIRE EACH SCHOOL TO HAVE A WRITTEN CARDIAC EMERGENCY RESPONSE PLAN. IT ALSO REQUIRES THE DISTRICT TO MAINTAIN A PORTABLE AUTOMATED EXTERNAL DEFIBRILLATOR (AED) IN EVERY MIDDLE AND HIGH SCHOOL BUILDING, AND AS FUNDS BECOME AVAILABLE, AT SCHOOL-SANCTIONED MIDDLE AND HIGH SCHOOL ATHLETIC PRACTICES AND COMPETITIONS, AND TO ADOPT PROCEDURES FOR THE USE OF AEDS DURING EMERGENCIES. IT ALSO CREATES A NEW SECTION OF KRS 158 TO REQUIRE THE DISTRICT TO REPORT THE NUMBER OF AEDS AT EACH SCHOOL TO THE KENTUCKY DEPARTMENT OF EDUCATION.

FINANCIAL IMPLICATIONS: COSTS OF PURCHASING, MAINTAINING AEDS, COPYING AND DISTRIBUTING PLANS, AND PERSONNEL TRAINING COSTS

SCHOOL FACILITIES

05.4

Safety

BOARD TO ADOPT PLAN

The Board shall adopt a plan for immediate and long-term strategies to address school safety and discipline, which shall be reviewed annually and revised, as needed. This plan shall utilize information gathered from the District assessment of school safety and student discipline required by law and shall include the Board's code of acceptable behavior and discipline and a description of instructional placement options for threatening or violent students. The committee that develops the plan for Board consideration shall include at least one (1) representative from each school in the District, as well as representatives from the community as required by law.

DISTRICT SCHOOL SAFETY COORDINATOR

The Superintendent shall appoint an individual to serve as the District's School Safety Coordinator (SSC) and primary point of contact for public school safety and security functions.¹ The SSC shall:

1. Complete the school safety coordinator training program developed by the Center for School Safety within six (6) months of his or her date of appointment;
2. Designate a school safety and security threat assessment team at each school in the District consisting of two (2) or more staff members to identify and respond to students exhibiting behavior that indicates a potential threat to school safety or security. Members of a threat assessment team may include school administrators, school counselors, school resource officers, school-based mental health services providers, teachers, and other school personnel;
3. Provide training to school Principals on procedures for completion of the school security risk assessment;
4. Review all school security risk assessments completed within the District and prescribe recommendations as needed in consultation with the state school security marshal;
5. Advise the Superintendent ~~by July 1, 2021, and~~ annually ~~thereafter~~ of completion of required security risk assessments;
6. Formulate recommended policies and procedures, which shall be excluded from the application of KRS 61.870 to KRS 61.884, for an all-hazards approach including conducting emergency response drills for hostage, active shooter, and building lockdown situations in consultation and coordination with appropriate public safety agencies to include but not be limited to fire, police, and emergency medical services for review and adoption as part of the school emergency plan required by KRS 158.162. The recommended policies shall encourage the involvement of students, as appropriate, in the development of the school's emergency plan; and

Safety**DISTRICT SCHOOL SAFETY COORDINATOR (CONTINUED)**

7. Ensure each school campus is toured at least once per school year, in consultation and coordination with appropriate public safety agencies, to review policies and procedures and provide recommendations related to school safety and security.

The SSC, and any school employees participating in the activities of a School Safety and Security Threat Assessment Team, acting in good faith upon reasonable cause in the identification of students, shall be immune from any civil or criminal liability that might otherwise be incurred or imposed from:

- a. Identifying the student and implementing a response pursuant to policies and procedures adopted as required above; or
- b. Participating in any judicial proceeding that results from the identification.

SUPERINTENDENT TO REPORT

No later than November 1 of each year, the Superintendent shall report to the Center for School Safety the number and placement of School Resource Officers (SROs) in the District. The report shall include the source of funding and method of employment for each position.

AUTOMATED EXTERNAL DEFIBRILLATORS (AEDS)

The District shall maintain AEDs in designated locations throughout the District. An AED shall be used in emergency situations warranting its use in accordance with KRS 311.665 to KRS 311.669.

The District shall notify the local emergency medical services system and the local emergency communications or vehicle dispatch center of the existence, location, and type of each AED.

AEDs shall be kept on school property and will not accompany EMS personnel to a hospital emergency room.

SCHOOL EMERGENCY PLANNING

The Board shall require ~~The~~ school council or, if none exists, the Principal ~~to~~shall adopt an emergency plan for the school that shall include:

1. ~~Procedures~~ Procedures to be followed in cases of medical emergency, fire, severe weather, earthquake, or a building lockdown as defined in KRS 158.164;
2. A written cardiac emergency response plan; and
3. A ~~copy of the emergency plan, including a~~ diagram of the facility~~facilities~~ that clearly identifies the location of each AED.

The emergency plan shall be provided~~given~~ to appropriate first responders, ~~including local fire, police, and emergency medical personnel~~and all school staff.

Following the end of each school year, the school nurse, the school council, or if none exists, the Principal, and first responders shall review the emergency plan and revise it as needed.

Safety

SCHOOL EMERGENCY PLANNING (CONTINUED)

The school emergency plan shall address staff responsibilities for safely evacuating students needing special assistance during safety drills and actual emergency situations, including students with disabilities and those with 504 plans. The Principal shall discuss the emergency plan with all school staff prior to the first instructional day annually and ~~shall~~ document the date and time of any discussion.

The cardiac emergency response plan shall be rehearsed by simulation prior to the beginning of each athletic season by all:

1. Licensed athletic trainers, school nurses, and athletic directors; and
2. Interscholastic coaches and volunteer coaches of each athletic team active during that athletic season.

Whenever possible, first responders shall be invited to observe emergency response drills.

In addition, the school council or, if none exists, the Principal shall:

1. Establish and post primary and secondary evacuation routes in each room by any doorway used for evacuation;
2. Identify the best available severe weather safe zones, in consultation with local and state safety officials and informed by guiding principles set forth by the National Weather Service and the Federal Emergency Management Agency, and post the location of the safe zones in each room;
3. Develop school procedures to follow during an earthquake; ~~and~~
4. Develop and adhere to practices to control access to the school. ~~As soon as practicable but no later than July 1, 2022, p~~ Practices shall include but not be limited to:
 - Controlling outside access to exterior doors during the school day;
 - Controlling the main entrance of the school with electronically locking doors, a camera, and an intercom system;
 - Controlling access to individual classrooms;
 - Requiring classroom doors to be equipped with hardware that allows the door to be locked from the outside but opened from the inside;
 - Requiring classroom doors to remain closed and locked during instructional time, except in instances when only one (1) student and one (1) adult are in the classroom or when approved in writing by the State School Security Marshal;
 - Requiring classroom doors with windows to be equipped with material to quickly cover the window during a building lockdown;
 - Requiring all visitors to report to the front office of the building, provide valid identification, and state the purpose of the visit; and
 - Providing a visitor's badge to be visibly displayed on a visitor's outer garment.

Safety

SCHOOL EMERGENCY PLANNING (CONTINUED)

5. Maintain a portable AED in a public, readily accessible, well-marked location in every middle and high school building and, as funds become available, at school-sanctioned middle and high school athletic practices and competitions and:
 - a) Adopt procedures for the use of the portable AED during an emergency;
 - b) Adopt policies for compliance with KRS 311.665 to KRS 311.669 on training, maintenance, notification, and communication with the local emergency medical services system;
 - c) Ensure that a minimum of three (3) employees in the school and all interscholastic athletic coaches be trained on the use of a portable AED in accordance with KRS 311.667; and
 - d) Ensure that all interscholastic athletic coaches maintain a cardiopulmonary resuscitation certification recognized by a national accrediting body on heart health; and
6. Require development of an event-specific emergency action plan for each school-sanctioned nonathletic event held off-campus to be used during a medical emergency, which may include the provision of a portable AED. The plan shall:
 - a) Include a delineation of the roles of staff and emergency personnel, methods of communication, any assigned emergency equipment including a portable AED, a cardiac emergency response plan, and access to and plan for emergency transport; and
 - b) Be in writing and distributed to any member of school personnel attending the school-sanctioned event in an official capacity.

No later than November 1 of each school year, the Superintendent shall send verification to the Kentucky Department of Education that all schools are in compliance with school emergency planning requirements.

By August 1 of each year, the Superintendent shall report to the Kentucky Department of Education on the number of portable AEDs at each school within the District.²

PRECAUTIONS

Precautions will be taken for the safety of the students, employees, and visitors.

DEFIBRILLATORS

~~The District may maintain an automatic external defibrillator (AED) in designated locations throughout the District. An AED shall be used in emergency situations warranting its use in accordance with guidelines established by the Superintendent/designee. Expected users documented as having completed required training shall be authorized to use a defibrillator.~~

~~The District shall notify the local emergency medical services system and the local emergency communications or vehicle dispatch center of the existence, location, and type of each AED.~~

~~Defibrillators shall be maintained and tested in accordance with operational guidelines of the manufacturer and monitored as directed by the Superintendent/designee. Defibrillators shall be kept on school property and will not accompany EMS personnel to a hospital emergency room.~~

Safety

REPORTING HAZARDS

Each employee observing a potential safety or security hazard shall report such hazard in writing to his/her immediate supervisor who shall cause the situation to be remedied or reported to the proper authority for remedy.

COMMUNICATION SYSTEM

The Board shall establish a process for a two-way communication system for employees to notify the Principal, supervisor or other administrator of an existing emergency. The process may include, but is not limited to, use of intercoms, telephones, and two-way radios.

REFERENCES:

¹KRS 158.4412

²KRS 158.1621

KRS 61.870 to KRS 61.884

KRS 158.148; KRS 158.162; KRS 158.164; KRS 158.4410; KRS 158.445

KRS 160.290; KRS 160.445

KRS 311.665 to KRS 311.669; KRS 311.667; KRS 411.148

702 KAR 1:180

RELATED POLICIES:

02.31; 03.14; 03.24; 05.2; 05.21; 05.41; 05.411; 05.42; 05.45; 05.47; 05.5

09.22; 09.221; 09.4 (entire section); 10.5

LEGAL: REVISIONS TO 704 KAR 3:305 IMPACT THE INDIVIDUAL LEARNING PLAN AND THE EARLY GRADUATION PROGRAM.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

CURRICULUM AND INSTRUCTION

08.113

Graduation Requirements

Students must meet college or career readiness standards as adopted by the Woodford County Board of Education in order to graduate. Principals will disseminate these readiness standards to students through the guidance program and inclusion in student handbooks and in the Individual Learning Plan (ILP).

Exceptions to this requirement may be made for students with identified disabilities as determined in the IEP by the Admissions and Release committee or eligible students who complete an approved Service Learning Project based upon good faith effort in meeting one of the credentialing benchmarks outlined above.

The high school student handbook shall include complete details concerning specific graduation requirements including state minimum graduation requirements.

The Board-approved student code of conduct shall contain complete details.

GRADE ADVANCEMENT AND GRADUATION REQUIREMENTS

In order to advance to the next grade level, students must earn a minimum number of credits and successfully complete core courses in English, Math, Science, and Social Studies:

- To be a freshman, students must satisfactorily complete and be promoted from the eighth grade;
- To be a sophomore, students must have a minimum of six (6) credits.
- To be a junior, students must have a minimum of twelve (12) credits.
- To be a senior, students must have a minimum of eighteen (18) credits.

In order to graduate, students must:

- Complete eight (8) semesters of coursework, based on a six and one-half (6.5) hour instructional day; (For an exception, see [section Policy 08.11311](#) Early Graduation [Program Certificate](#).)
- Successfully complete State and District required assessment;
- Complete an Individual Learning Plan (ILP);
- Students entering grade 9 in the 2019-2020 and 2020-2021 school years must complete twenty-six credits (26) credits OR complete the Kentucky Early Graduation option as defined in 704 KAR 3:305 . Included in those twenty-six (26) credits, a student must earn:
 - One (1) credit in Visual and Performing Arts
 - One (1) credit in Health/Physical Education;
 - Four (4) credits in English;
 - Four (4) credits in Math;
 - Three (3) credits in Science; and
 - Three (3) credits in Social Studies.
- Complete assessment signifying job skill proficiency.

Graduation Requirements

GRADE ADVANCEMENT AND GRADUATION REQUIREMENTS (CONTINUED)

Students will have the opportunity to earn seals on their diploma signifying completion of an additional level of rigor in terms of the student's course of academic study. These diplomas are signified as a Precollege Diploma and an Honors Diploma. In order to graduate and earn a Woodford County Schools Precollege Diploma, students must:

- Complete eight (8) semesters of coursework, based on a six and one-half (6.5) hour instructional day (For an exception, see [sectionPolicy 08.11311](#) Early Graduation [ProgramCertificate](#).);
- Successfully complete state and District required assessment;
- Complete an Individual Learning Plan (ILP);
- Complete twenty-eight (28) credits. Included in those twenty-eight (28) credits, a student must earn:
 - One (1) credit in Health/Physical Education;
 - Four (4) English credits completed during the eight (8) semesters of enrollment at the high school level;
 - Four (4) Math credits completed during the eight (8) semesters of enrollment at the high school level;
 - Three (3) Science credits completed during the eight (8) semesters of enrollment at the high school level;
 - Three (3) Social Studies credits completed during the eight (8) semesters of enrollment at the high school level;
 - Two (2) credits in foreign language; and
 - Three (3) college credits through the completion of Dual Credit courses and/or Advanced Placement (AP) testing, whereas a score of three (3) or higher is recognized as three (3) college credit hours OR earning a grade of an A or B in an AP course and completing the accompanying AP test is recognized as three (3) college credit hours.
- Complete assessment signifying job skill proficiency.

In order to graduate and earn a Woodford County Schools Honors Diploma, students must:

- Complete eight (8) semesters of coursework, based on a six and one-half (6.5) hour instructional day (For an exception, see [sectionPolicy 08.11311](#) Early Graduation [ProgramCertificate](#).);
- Successfully complete state and District required assessment;
- Complete an Individual Learning Plan (ILP);
- Complete thirty (30) credits. Included in those 30 credits, a student must earn:
 - One (1) credit in Health/Physical Education;
 - Four (4) English credits completed during the eight (8) semesters of enrollment at the high school level;

Graduation Requirements

GRADE ADVANCEMENT AND GRADUATION REQUIREMENTS (CONTINUED)

- Four (4) Math credits completed during the eight (8) semesters of enrollment at the high school level;
 - Four (4) Science credits completed during the eight (8) semesters of enrollment at the high school level;
 - Four (4) Social Studies credits, with a minimum of three (3) completed during the eight (8) semesters of enrollment at the high school level;
 - Three (3) credits in foreign language; and
 - Nine (9) college credits through the completion of Dual Credit courses and/or Advanced Placement (AP) testing, whereas a score of three (3) or higher is recognized as three (3) college credit hours OR earning a grade of an A or B in an AP course and completing the accompanying AP test is recognized as three (3) college credit hours.
- Complete assessment signifying job skill proficiency.

The District shall accept for completion of high school course requirements an advanced placement or a high school equivalent course taken by a student in grades 5, 6, 7, or 8 if that student attains performance levels expected of high school students in the District as determined by achieving a score of "3" or higher on a College Board Advanced Placement examination or a grade of "B" or better in a high school equivalent.² This grade shall not be included in the high school GPA.

In support of student development goals set out in KRS 158.6451 and the Kentucky Academic Standards, students must complete a minimum of twenty-six (26) credits, including demonstrated performance-based competency in technology, and all other state and local requirements in order to graduate from high school in the District.

ADDITIONAL REQUIREMENTS OF THE BOARD

In addition to the content requirements established by the Kentucky Academic Standards, and the credits required by the minimum requirements for high school graduation in 704 KAR 3:305, the Board may impose other requirements for graduation from high school. However, the Board shall not adopt any graduation requirements that include achieving a minimum score on a statewide assessment.

INDIVIDUAL LEARNING PLAN (ILP)

The development of the ~~Students shall complete an~~ Individual Learning Plan (ILP) for each student shall be established within the first ninety (90) days of the sixth (6th) grade year and shall be ~~that~~ focused ~~ds~~ on career exploration and related postsecondary education and training needs.

Graduation Requirements

CIVICS EXAM REQUIREMENT

Students wishing to receive a regular diploma must pass a civics test made up of one hundred (100) questions selected from the civics test administered to persons seeking to become naturalized citizens and prepared or approved by the Board. A minimum score of sixty percent (60%) is required to pass the test and students may take the test as many times as needed to pass. Students that have passed a similar test within the previous five (5) years shall be exempt from this civics test. This shall be subject to the requirements and accommodations of a student's individualized education program (IEP) or a Section 504 Plan.⁵⁴