

1 AN ACT relating to the Education Professional Standards Board.

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

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

4 (1) As used in this section:

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

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

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

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

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

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

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

6 (3) A school district shall coordinate among the income and benefits from workers'  
7 compensation, temporary disability retirement, and district payroll and benefits so  
8 that there is no loss of income or benefits to a teacher or employee for work time  
9 lost because of an assault while performing the teacher's or employee's assigned  
10 duties for a period of up to one (1) year after the assault. In the event a teacher or  
11 employee suffers an assault while performing his or her assigned duties that results  
12 in injuries that qualify the teacher or employee for workers' compensation benefits,  
13 the district shall provide leave to the teacher or employee for up to one (1) year after  
14 the assault with no loss of income or benefits under the following conditions:

15 (a) The district shall pay the salary of the teacher or employee between the time  
16 of the assault and the time the teacher's or employee's workers' compensation  
17 income benefits take effect, or the time the teacher or employee is certified to  
18 return to work by a physician or surgeon duly qualified under KRS Chapter  
19 342, whichever is sooner;

20 (b) The district shall pay, for up to one (1) year from the time of the assault, the  
21 difference between the salary of the teacher or employee and any workers'  
22 compensation income benefits received by the teacher or employee resulting  
23 from the assault. Payments by the district shall include payments for  
24 intermittent work time missed as a result of the assault during the one (1) year  
25 period. If the teacher's or employee's workers' compensation income benefits  
26 cease during the one (1) year period after the assault, the district shall also  
27 cease to make payments under this paragraph;

- 1 (c) The Commonwealth, through the Kentucky Department of Education, shall  
2 make the employer's health insurance contribution during the period that the  
3 district makes payments under paragraphs (a) and (b) of this subsection;
- 4 (d) The Commonwealth, through the Kentucky Department of Education, shall  
5 make the employer's contribution to the retirement system in which the  
6 teacher or employee is a member during the period that the district makes  
7 payments under paragraphs (a) and (b) of this subsection; and
- 8 (e) Payments to a teacher or employee under paragraphs (a) and (b) of this  
9 subsection shall be coordinated with workers' compensation benefits under  
10 KRS Chapter 342, disability retirement benefits for teachers under KRS  
11 161.661 to 161.663, and disability retirement benefits for employees under  
12 KRS 61.600 to 61.621 and 78.545 so that the teacher or employee receives  
13 income equivalent to his or her full contracted salary, but in no event shall the  
14 combined payments exceed one hundred percent (100%) of the teacher's or  
15 employee's full contracted salary.
- 16 (4) Days of sick leave not taken by an employee or a teacher during any school year  
17 shall accumulate without limitation and be credited to that employee or teacher.  
18 Accumulated sick leave may be taken in any school year. Any district board of  
19 education may, in its discretion, allow employees or teachers in its common school  
20 system sick leave in excess of the number of days prescribed in this section and may  
21 allow school district employees and teachers to use up to three (3) days' sick leave  
22 per school year for emergency leave pursuant to KRS 161.152(3). Any accumulated  
23 sick leave days credited to an employee or a teacher shall remain so credited in the  
24 event he or she transfers his or her place of employment from one (1) school district  
25 to another within the state, ~~or~~ to the Kentucky Department of Education, or to the  
26 Education Professional Standards Board or transfers from the Department of  
27 Education to a school district.

- 1 (5) Accumulated days of sick leave shall be granted to a teacher or employee if, prior to  
2 the opening day of the school year, an affidavit or a certificate of a physician is  
3 presented to the district board of education, stating that the teacher or employee is  
4 unable to commence his or her duties on the opening day of the school year, but will  
5 be able to assume his or her duties within a period of time that the board determines  
6 to be reasonable.
- 7 (6) Any school teacher or employee may repurchase previously used sick leave days  
8 with the concurrence of the local school board by paying to the district an amount  
9 equal to the total of all costs associated with the used sick leave.
- 10 (7) A district board of education may adopt a plan for a sick leave bank. The plan may  
11 include limitations upon the number of days a teacher or employee may annually  
12 contribute to the bank and limitations upon the number of days a teacher or  
13 employee may annually draw from the bank. Only those teachers or employees who  
14 contribute to the bank may draw upon the bank. Days contributed will be deducted  
15 from the days available to the contributing teacher or employee. The sick leave bank  
16 shall be administered in accordance with a policy adopted by the board of  
17 education.
- 18 (8) (a) A district board of education shall establish a sick leave donation program to  
19 permit teachers or employees to voluntarily contribute sick leave to teachers  
20 or employees in the same school district who are in need of an extended  
21 absence from school. A teacher or employee who has accrued more than  
22 fifteen (15) days' sick leave may request the board of education to transfer a  
23 designated amount of sick leave to another teacher or employee who is  
24 authorized to receive the sick leave donated. A teacher or employee may not  
25 request an amount of sick leave be donated that reduces his or her sick leave  
26 balance to less than fifteen (15) days.
- 27 (b) A teacher or employee may receive donations of sick leave if:



1 is verified by a physician's statement.

2 (10) (a) After July 1, 1982, a district board of education may compensate, at the time  
3 of retirement or upon the death of a member in active contributing status at the  
4 time of death who was eligible to retire by reason of service, an employee or a  
5 teacher, or the estate of an employee or teacher, for each unused sick leave  
6 day. The rate of compensation for each unused sick leave day shall be based  
7 on a percentage of the daily salary rate calculated from the employee's or  
8 teacher's last annual salary, not to exceed thirty percent (30%). Payment for  
9 unused sick leave days shall be incorporated into the annual salary of the final  
10 year of service for inclusion in the calculation of the employee's or teacher's  
11 retirement allowance only at the time of his or her initial retirement; provided  
12 that the member makes the regular retirement contribution for members on the  
13 sick leave payment. The accumulation of these days includes unused sick  
14 leave days held by the employee or teacher at the time of implementation of  
15 the program.

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

21 (11) Any statute to the contrary notwithstanding, employees and teachers who  
22 transferred from the Department of Education to a school district, from a school  
23 district to the Department of Education, or from one (1) school district to another  
24 school district after July 15, 1981, shall receive credit for any unused sick leave to  
25 which the employee or teacher was entitled on the date of transfer. This credit shall  
26 be for the purposes set forth in subsection (10) of this section.

27 (12) The death benefit provided in subsection (10) of this section may be cited as the

1        Baughn Benefit.