



STATE OF KANSAS

OFFICE OF THE ATTORNEY GENERAL

2ND FLOOR, KANSAS JUDICIAL CENTER, TOPEKA 66612

Curt T. Schneider
Attorney General

March 6, 1978

ATTORNEY GENERAL OPINION NO. 78-107

Mr. Walter P. Robertson
Attorney at Law
P.O. Box 11
526 West Sixth
Junction City, Kansas 66441

Re: Schools--Professional Negotiations--Sick Leave

Synopsis: Payment of unused sick leave is lawful and a proper subject for negotiation pursuant K.S.A. 72-5413 et seq.

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Dear Mr. Robertson:

As attorney for U.S.D. 473, you inquire whether payment for unused sick leave is lawful and a proper subject for negotiation under K.S.A. 72-5413 et seq. Pursuant to the revisions of K.S.A. 72-5413 et seq. school boards are empowered and required to negotiate with teachers regarding "terms and conditions of professional service" through a recognized negotiating unit. The definition of "terms and conditions of professional service" is found at K.S.A. 72-5413(1) which provides as follows:

"'Terms and conditions of professional service' means salaries and wages, hours and amounts of work, vacation allowance, holiday, sick and other leave, number of holidays, retirement, insurance benefits, wearing apparel, pay for overtime, jury duty, grievance procedure, disciplinary procedure, resignations, termination of contracts, matters which have a greater direct impact on the well-being of the individual professional employee than on the operation of the school system in the

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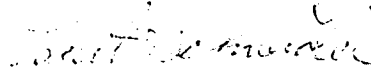
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school district or of the community junior college and such other matters as the parties mutually agree upon as properly related to professional service. Nothing in this act, or the act of which this section is amendatory, shall authorize the adjustment or change of such matters which have been fixed by statute or by the constitution of this state."

We view sick leave, the policies affecting its accumulation and use, and measures to prevent its abuse such as payment for unused sick leave as within the ambit of K.S.A. 72-5413(1). In our opinion, the legislature clearly intended this result by the inclusion of "sick leave" and "matters which have a greater direct impact on the well-being of the individual professional employee than on the operation of the school system" within the definition of "terms and conditions of professional service". Therefore, we conclude that the school board may lawfully agree to pay teachers for unused sick leave and that this is a required subject for negotiation pursuant to K.S.A. 72-5413 et seq.

Very truly yours,


CURT T. SCHNEIDER
Attorney General

CTS:WEM:jm