

ARTICLE XII - LEAVES OF ABSENCE

Section 1: Severance

After five (5) years of service with the District, teachers will be paid one-fourth of accumulated sick leave up to seventy-five (75) days upon termination of employment. After fifteen (15) years of service with the District, teachers will be paid one-fourth of accumulated sick leave up to one hundred thirty-two (132) days upon termination of employment. The rate of pay will be determined by the teacher's daily salary at the time of termination.

Section 2: Sick Leave

Subsection 1

A full-time teacher shall earn sick leave at the rate of twelve (12) days for each year of service in the employ of the School District.

Subsection 2

Unused sick leave may accumulate to a maximum of one hundred thirty six (136) days of sick leave per teacher.

Subsection 3

Sick leave with pay shall be allowed for a teacher for illness, injury, medical appointments, or other medical conditions as defined in the FMLA or for a teacher whose immediate family meets any of the above conditions. "Immediate Family" for the purposes of this leave is defined as the teacher's spouse, child, parent, grandparent, brother or sister and in-laws of the same degree of relationship.

Subsection 4

The School District may require a teacher to furnish a medical certification from a licensed physician as evidence of illness, indicating such absence was due to illness, injury or surgery in order to qualify for sick leave pay. In the event that a medical certificate will be required, the teacher will be so advised.

Subsection 5

Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

Subsection 6

Sick leave pay shall be approved upon submission of a signed request upon the authorized sick leave pay request form available at the School District office.

Subsection 7

At the discretion of the Superintendent, ten (10) bonus days may be granted for major illness, injury or surgery for new teachers. These days will not be cumulative.

Section 3: Sick Leave Bank

The District shall have a sick leave bank with the following stipulations:

Subsection 1

All District employees with 30 days of accumulated sick leave will be allowed to contribute up to five (5) accumulated days of their current twelve (12) day allotment. This donation must be made by June 1 of each year. The minimum donation is one full sick leave day.

Subsection 2

No individual certified employee is allowed to use more than ten (10) days from the sick leave bank without written authorization from the Superintendent.

Subsection 3

The sick leave bank will accrue no more than 140 days at any specific time. A maximum of 140 sick leave days will be carried over annually. All days over the 140 maximum carryover will be void.

Subsection 4

A committee made up of one BAEA member, and the Superintendent shall approve or deny all requests for sick bank days. Disputes will be resolved by the Board of Trustees.

Subsection 5

Anyone applying for sick bank days must have exhausted their sick leave days.

Section 4: Personal Leave

A teacher shall be granted four (4) days personal leave per year, non-accumulative. Requests for personal leave must be made to the teacher's immediate supervisor with sufficient time to allow the supervisor to arrange for a substitute teacher. Except in those instances involving a bona-fide emergency, such request must be submitted to the immediate supervisor at least five (5) duty days prior to the time such leave is to commence. This leave is to be used in a minimum of one hour increments. No more than ten percent (10%) of the teaching staff, K-6 or 7-12, shall be granted leave on any day. Personal leave may not be used during PIR days. The first five (5) days or last five (5) days of any semester, the day before or the day after vacation or breaks will be at the discretion of the building principal.

Subsection 1

Full time certified teachers may serve as a teacher substitute during their preparation period. Specialists will have the ability to sub for one period as their schedule allows. An accumulated total of six (6) substitution periods will be paid out at the rate of two hundred dollars (\$200) for the first pay out, and two hundred twenty five dollars (\$225) for the following payouts. Remaining substitution periods will be prorated at the end of the school year.

Subsection 2

Up to two (2) unused personal days may be sold back to the District at the rate of two hundred twenty five dollars (\$225) or carried over as outlined in subsection 3. A third (3rd) and fourth (4th) day may be sold back to the District at a rate of two hundred dollars (\$200). Teachers must submit a Personal Leave Buyback form prior to June 1st of the current school year.

Subsection 3

Teachers may carry over up to two (2) personal days in any year. A maximum of six (6) days may be accrued in any year.

Subsection 4

In addition to the four (4) days of personal leave granted each year, a teacher, upon written request to the District, is able to exchange four (4) sick leave days for one (1) additional day of personal leave. This is limited to one (1) exchange per school year.

Section 5: Military Leave

Military leave shall be granted pursuant to applicable law.

Section 6: Medical Leave

Subsection 1

Medical leave will be granted in accordance with the Family Medical Leave Act. The School District may allow extended leave upon request for personal medical reasons for a period of time not to exceed one school year as best meets the needs of the district.

Section 7: General Leave

Subsection 1

Teachers with a minimum of three (3) years of experience in the School District may apply for an unpaid leave of absence, subject to the provisions of this Section. The granting of such leave shall be at the sole discretion of the School District.

Subsection 2

Such leave may be granted by the School District for overseas teaching, extended illness of the teacher's family, civic activities, public office, or other reasons deemed appropriate by the School District.

Subsection 3

The individual granted leave shall inform the Superintendent by February 1, of the leave year of his/her intentions to return to the school system. Health insurance premiums shall be paid by the teacher.

Section 8: Maternity/Paternity Leave

Subsection 1

The District will provide for leave of absence consistent with the Family Medical Leave Act and Board Policy.

Section 9: Bereavement/ Emergency Leave

Subsection 1

A teacher shall be allowed up to five (5) days leave for each occurrence of death in the teacher's immediate family. "Immediate family" for purposes of this Section is defined as the teacher's spouse, child, parent, grandparent, brother, sister, in-laws and step family of the same degree of relationship. Leave beyond the initial five (5) days is subject to approval by the building principal and Superintendent and will be deducted from sick leave. In addition, a teacher shall be allowed up to three (3) days per year for deaths of other individuals that are not listed in the immediate family above. All leave is subject to approval by the building principal and Superintendent and will be deducted from sick leave.

Subsection 2

A teacher shall be allowed up to three (3) days per year for deaths of other individuals that are not listed in the immediate family above. All leave is subject to approval by the building principal and Superintendent and will be deducted from sick leave.

Section 10: Insurance Application

A teacher on unpaid leave pursuant to this Article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The teacher shall pay the entire premium for such insurance commencing with the beginning of the leave.

Section 11: Credit

A teacher who returns from unpaid leave pursuant to this Article shall retain experience credit for pay purposes and other benefits which he/she had accrued at the time he/she went on leave. No credit shall accrue for the period of time that a teacher was on unpaid leave.

Section 12: Eligibility

Leave benefits provided in this Article shall apply only to full-time teachers as defined in Articles VI and VII of this Agreement, and shall be available only during the regular school year.

Section 13: Short-term Unpaid Leave

A teacher may be granted up to seventeen (17) days per year short term leave without salary, but with all other benefits continuing - including but not limited to District insurance contributions at the discretion of the Superintendent or School Board. Request must be made with sufficient time to allow to arrange for a substitute teacher.

Section 14: Professional Leave

Each teacher may be granted professional leave with full compensation and benefits to attend or participate in conferences, seminars, classes, visitations or other professional improvement programs if approved by the Superintendent upon a recommendation from the building principal. The Superintendent shall use the criteria identified in Article VIII, subsection 7, as general guidelines for appropriate professional improvement activities. Leaves denied by the Superintendent may be appealed to the Board of Trustees who shall have the final decision authority.

ARTICLE XIII - GRIEVANCE PROCEDURE

Section 1: Grievance Definition

A "grievance" shall mean an allegation by a teacher resulting in a dispute or disagreement between the teacher and School District as to the interpretation or application of terms and conditions contained in this Agreement or his/her individual contract.