

LEAVE

This policy shall apply to all employees of the District except those covered by an applicable negotiated agreement.

Sick Leave: An employee who is absent from duty because of personal illness, injury, or pregnancy, or serious illness in the immediate family shall be allowed Sick Leave. Immediate family includes the employee's spouse, parents, grandparents, children, or corresponding in-laws. Sick Leave may be used for dental and/or medical appointments. Hours per day of paid sick leave shall not exceed the number of hours per day for which the employee is regularly employed. Sick leave for part-time employees shall be proportionate to the hours worked by the employee.

Sick Leave shall be provided as follows:

Teachers and Administrators:

10 month contract = 10 days per school year
11 month contract = 11 days per school year
12 month contract = 12 days per school year
Cumulative up to one hundred and twenty (120) days

Support Employees:

1 day for each month worked cumulative from year to year, up to a total of 60 days of sick leave except that sick leave may be accumulated for up to 120 days for purposes of retirement as allowed by the Teacher's Retirement System, only.

According to applicable law, accrued but unused sick leave may be transferred to another school district or to the Oklahoma School for the Blind, or may be used for service credit with the Oklahoma Teachers' Retirement System. The District shall not pay for accrued, unused sick leave.

According to applicable law, employees may transfer sick leave from another school district provided that the number of days transferred shall not exceed the maximum days permitted by the receiving school and that such transferred days shall be used first in case of illness and, provided also, that if the receiving school pays teachers for unused sick leave upon retirement or termination of contract, then said payments shall be for only those days accumulated in the receiving school. The school board of the sending district shall certify the exact number of days that are eligible for transfer.

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An employee who is going to utilize sick leave shall notify his/her supervisor as much in advance as possible and may be required to provide documentation of illness in certain circumstances, including, but not limited to, when sick leave is taken on days of unusual or inclement weather, during the last four (4) weeks of school or prior to the end of employment, immediately preceding or following holidays or non-work days, or whenever cause exists to believe that Sick Leave is being abused.

In addition to the sick leave set forth above, when a certified teacher has exhausted all accumulated sick leave and is unable to return to work due to personal accidental injury, illness or pregnancy, the employee shall receive, for a period of not to exceed twenty (20) days, the full contract salary less the a) amount actually paid a substitute for his/her position if a substitute for his/her position is hired; or b) amount normally paid a substitute for his/her position if a substitute is not hired.

After an employee exhausts accumulated sick leave and any applicable 20-day substitute-deduction leave, the employee may request sick leave donations under the District's Sick Leave Sharing Policy.

Personal Business Leave: Full-time employees shall be entitled to three (3) days for personal business leave. The District may deduct from the employee's salary the cost of any substitute who was employed during the employee's personal business leave or an amount necessary to cover the costs of the services provided by the employee. Any such deductions made shall not exceed the employee's daily rate of pay. An employee wishing to utilize personal business leave must notify the building principal or his/her supervisor in writing in advance, and the request for personal business leave must be approved in writing before being taken by the employee.

Personal business leave will not be granted on a professional day or the first day or last day of a contract period.

Personal business leave may be used in increments of one-half (½) day or one (1) whole day. For any leave less than three (3) hours, the employee will be charged with one-half (½) day of personal business leave. For leave of more than three (3) hour, the employee will be charged with one (1) day of personal business leave.

Personal business leave is not cumulative and employees shall not be compensated for such leave if not used.

Emergency Leave: Full-time administrators and support employees, upon application and prior approval by the Superintendent, may be granted two (2) days of non-cumulative emergency leave for use in the following instances:

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- a. For a death covered in the Bereavement Leave Policy, when the employee has no accumulated sick leave balance.
- b. Upon occurrence of unforeseen circumstances that call for immediate action and that cannot be handled during non-school time.

The Superintendent will determine whether a request for emergency leave meets the requirements of this section. Emergency Leave is not cumulative, and employees shall not be compensated for such leave if not used.

Bereavement Leave: Full-time administrators will be provided with five (5) days of Bereavement Leave for a death of the employee's spouse, child, parent, grandparent or corresponding in-law. For the death of a relative or other individual not identified above, School District administrators may apply to the Superintendent, who is authorized to grant up to three (3) days of Bereavement Leave chargeable to Sick Leave.

Full-time support personnel shall be allowed three (3) days of Bereavement Leave for a death of the employee's spouse, child, parent, grandparent or corresponding in-law.

An employee requesting Bereavement Leave shall submit to the Superintendent a written request for leave in advance of the requested leave. The request for leave shall be approved and signed by the employee's supervisor. If there is insufficient time for a written request, the employee should call his/her supervisor and the Superintendent to request approval. Under those circumstances, the employee should submit a written request for leave approval immediately upon his/her return. Bereavement leave is not cumulative, and employees shall not be compensated for any unused leave.

Family and Medical Leave: Pursuant to the Family and Medical Leave Act of 1993("FMLA"), an employee who has worked at least one thousand two hundred fifty (1250) hours during the previous twelve (12) month period and all teachers shall be allowed up to twelve (12) weeks of unpaid leave for the following reasons: 1)the birth or adoption of a child; 2)because of any qualifying exigency arising out of the fact that the spouse, son, daughter or parent of the employee is on active duty or has been notified of an impending call to active duty status in support of a contingency operation; 3)for the employee's own serious health condition; or, 4)to care for the employee's spouse, child, or parent who has a serious health condition. In addition, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered servicemember who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the servicemember. This military caregiver leave is available during a single 12-month period during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave. For purposes of the FMLA, a year shall be considered the District's fiscal year. Prior to taking unpaid leave, an employee must utilize any accrued paid leave to which the employee is entitled. An employee may be required to provide certification from a physician of

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the necessity for such leave, including the date the condition began, the anticipated duration, and the medical facts regarding the condition.

Jury or Witness Leave: All employees shall be excused from employment without loss of pay when summoned for jury service or when subpoenaed in a criminal or civil proceeding. The employee shall remit any compensation received for such service to the District to be applied toward the expense of any substitute or to be applied to offset the employee's salary.

Military Leave: All employees shall be excused from employment for military leave according to applicable law.

Leave of Absence: Any employee who has been employed full-time for at least three (3) consecutive years with the District may request an unpaid leave of absence for a period which shall not exceed one school year in duration. Requests for such leave must be made in writing, submitted to the Superintendent, and contain sufficient detail as to the reasons for the leave so that a decision may be made based on the merits of the request. Requests must be submitted at least one (1) month prior to the commencement of the requested leave. As a condition of approval, the employee must state that the reason for the leave is not for the purpose of accepting other employment or other activities for direct personal financial gains. A leave of absence may be used when all other applicable leave had been exhausted and the employee is unable to return to work. The Board shall determine if an employee's request for a leave of absence is to be approved, and approval of a leave of absence is contingent upon the needs of the District. An employee who returns to work after an approved leave of absence shall be returned to the position previously held or to another comparable position for which the employee is qualified. Employees on an approved leave of absence may participate in and pay for continued insurance coverage or professional memberships.

Professional Leave: The Superintendent may authorize leave for an employee to attend professional conferences, conventions and/or meetings. Requests for Professional Leave shall be submitted in writing to the Superintendent sufficiently in advance of the beginning of the proposed leave.

Vacation Leave: Unless otherwise provided in any applicable negotiated agreement or contract, the District shall provide full-time twelve-month employees with ten (10) days of paid Vacation Leave each fiscal year. Employees who are employed for less than twelve months shall not receive any paid vacation. Upon termination of employment, no employee shall be compensated for unused, accrued vacation pay. Unless otherwise provided in an employment contract or negotiated agreement, employees shall not be entitled to accrue vacation leave from one (1) fiscal year to the next, but must use vacation leave in the current fiscal year or lose it. The expiration date of vacation days for support personnel can be extended to August 1 with permission of the superintendent. If an employee entitled to vacation leave begins employment after the start of the fiscal year, the employee's vacation leave shall be pro-rated. During an employee's first year of employment, the employee shall only be entitled to use five (5) days of

Adopted:

Revised:

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vacation after six (6) months of employment. The remaining vacation days may only be used after eleven and one-half (11½) months of employment. Employees shall submit a request for vacation leave to the Superintendent and must obtain the Superintendent's approval of vacation leave prior to taking vacation leave.

Holidays: The District shall provide those holidays which are set forth on a school calendar and those which are specified by the Superintendent.