

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

Support Employees:

1 day for each month worked for support employees who work 6 or more hours per day. Support employees who work less than 6 hours per day shall not be entitled to sick leave.

Sick leave shall be cumulative from year to year up to a total of 90 days of sick leave which may be used for absence from duty because of personal illness, injury, or pregnancy, or serious illness in the immediate family. In addition, teachers and administrators may accrue days of sick leave in excess of 90 days but not exceeding 120 days for purposes of transferring to the Teacher's Retirement System for creditable service towards retirement.

According to applicable law, a maximum of 60 days of accrued but unused sick leave may be transferred to or from another school district if allowed by the receiving school district, or may be used for service credit with the Oklahoma Teachers' Retirement System if allowed by such System. The District shall not pay for accrued, unused sick leave.

According to applicable law, employees may transfer sick leave from another school district. The employee shall utilize transferred sick leave prior to utilizing any sick leave granted by District. The District shall not compensate an employee for any accrued, unused sick leave transferred from another school district.

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, when an employee uses sick for more than 5 consecutive 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.

Sick Leave Sharing: The District hereby adopts a Sick Leave Sharing Program to be administered in accordance with the applicable law and District regulations.

Personal Business Leave: Full-time employees shall be entitled to three (3) days of paid personal business leave. 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 is not cumulative and employees shall not be compensated for such leave if not used; however, an employee's personal business leave may be reclassified as accrued but unused sick leave if not used by the end of the fiscal year.

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 will not be granted on the day before or after a holiday. Personal business leave may be used for bereavement.

Bereavement Leave: Full-time employees, upon application and prior approval by the Superintendent may be granted three (3) days of non-cumulative bereavement 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 employe 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 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 by the 1st of April preceding 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 has 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. The following are examples of reasons that are appropriate:

- approved study
- approved travel
- sabbaticals
- approved special assignments
- family responsibility

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 will return at the salary step on the salary schedule that is commensurate with his or her years of teaching experience and degree. 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 contract, the District shall provide full-time twelve-month employees with paid Vacation Leave each year as follows:

Employees will accrue vacation at a rate of one (1) day per month of employment except for the months of July and August each year. Such accrual provides a maximum of ten (10) days of vacation each year. Employees may accumulate unused vacation days indefinitely, not to exceed fifteen (15) days. Unused vacation leave in excess of fifteen (15) days may be reclassified as accrued but unused sick leave, provided that no more than five (5) days may be reclassified per year.

Employees who are employed for less than twelve months shall not receive any paid vacation. Upon termination of employment, employees shall be compensated for any unused, accrued vacation pay. 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. Employees cannot take vacation leave days during the time school is in session without prior approval of the Board.

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

The Superintendent may, in his or her discretion, excuse support employees from working on other days when school is not in session, such as Spring Break, Winter Break, inservice days, or other such days.