

EMPLOYEE LEAVE PROVISIONS: (PER GTA AGREEMENT)

SICK LEAVE

- 1.1 The Board shall provide each full time staff member “one day” per month worked of sick leave each year for use in case of accidental injury, illness, or pregnancy, or accidental injury or illness of a member of the Staff’s *immediate family*. Definition of “day”= Hour per contracted day.
- (Immediate Family: a spouse, child, grandchild, sibling, parent, grandparent, respective in-law, or partner/significant other, including their parents and children)**
- 1.2 If a CERTIFIED EMPLOYEE ONLY, has exhausted all sick leave benefits, the employee shall receive the full contract salary less the amount actually paid a certified substitute for the employee's position, if needed, for an additional twenty (20) days.
After exhausting all sick leave and the additional twenty (20) days, the employee's salary will be reduced at a one day percentage of the current adopted school calendar. Ex: 161 days in calendar, 1/161 reduction per School calendar total day for each day absent, if employed on a ten-month basis; 1/220 if employed on an eleven-month basis; or 1/250 if employed on a twelve-month basis. This does not apply to support employees.
- ***Upon retirement an employee may be paid fifteen dollars (\$15.00) per uncompensated sick leave day up to a maximum of sixty (60) days. Only days not certified to OTRS and or other use may be compensated.
- 1.3 The office of the superintendent shall keep a record of all sick leave accumulated. At the beginning of each year, the district will advise each Staff with their contract, in writing, as to the number of sick leave days the Staff has accumulated.
- 1.5 Sick leave may be used for doctor or dental appointments including immediate family. Refer to Article 10 “Bereavement Leave” 10.1 Amended 5-2012
- 1.4 Unused sick leave shall be cumulative to a total of sixty (60) days and is transferable to any other school district in Oklahoma. Up to a maximum of sixty days of sick leave earned in another Oklahoma district may be transferred to this district. Sick leave so transferred must be certified by the sending district.
- 1.7 After an employee has exhausted all accumulated sick leave, personal leave, and vacation time, the employee may be eligible for twelve (12) work weeks of unpaid leave under the family leave policy. See Policy DECA
- 1.8 If sick leave is taken for bereavement purposes, the leave for that period may extend to the date of the funeral and a reasonable time thereafter to allow for travel. Refer to Article 10 “Bereavement Leave” 10.1. Amended 5-2012

PERSONAL LEAVE

- 2.1 Full time Staff shall be granted up to three (3) days of personal leave with pay. Requests for leave should be made at least twenty-four (24) hours in advance, if possible. One day for every three years of service in district. Employed 1-3 years -= one paid day, 4-6 years in district = two paid days, and over six years service in district get three paid days annually.
- 2.2 Personal business days may be granted for one-half (1/2) day upon request or by the hour.
- 2.3 The district shall pay the substitute teacher for approved leave.

ARTICLE 3 - EMERGENCY LEAVE

- 3.1 Each staff shall be granted three (3) days per year of non-cumulative emergency leave for none health related issues. Such leave may also be used for bereavement in all other circumstances not listed in Article 10 “Bereavement Leave”. This leave will be unpaid unless the employee works one gate duty per day requested up to three days. Or staff may attend six hours of extra-curricular activities, as documented by principal, for each day requested. These days are optional at employee’s choice.
- 3.2 The school district shall pay the substitute teacher if leave is earned.

ARTICLE 4 - LEGAL PROCESS LEAVE-Jury Duty

- 4.1 Staff shall be granted leave to serve on a jury or as a witness subpoenaed in a criminal, civil, or juvenile proceeding.
- 4.2 Any compensation received will be transferred to the school district. Expense reimbursement will be retained by staff.

**** Jury or witness leave may be granted for persons who are mandated by law enforcement or court systems to be present as specified time/date (s). (Documentation required)**
Leave may be granted for reasonable travel time to the specified location, time actually mandated to be present, and travel back to the district. Verified leave sheet may be required for documentation from the court or legal system. *No provision under this section may be granted for “at fault” court of legal proceedings.*

ARTICLE 5- PROFESSIONAL LEAVE

- 5.1 When approved by administration staff may be granted leave to attend workshops or conferences which relate to their present job assignments. Staff shall not lose pay or accumulated leave benefits for such absence.
- 5.2 Every effort will be made to avoid requiring staff to attend professional workshops beyond the teacher workday or work year. However, if the decision is made to require attendance at a workshop beyond the teacher workday or work year, teachers will be compensated at the stipend rate of Forty Dollars (\$40) per daily workshop plus expenses. Staff shall be given written notice of such workshops at least one week in advance.
- 5.3 All approved expenses incurred by the staff as a result of attendance of an approved professional meeting, workshop, or conference shall be reimbursed by the district.

ARTICLE 6 - EDUCATIONAL TOURS

- 6.1 Teaching personnel who wish to take time off from their duties to perform educational tours may be permitted two (2) days to do so. Teaching personnel will be required to pay the cost of a non-certified substitute. Individual permission must be obtained.

ARTICLE 7 - FAMILY LEAVE

- 7.1 Each teacher shall be granted up to twelve (12) work weeks of unpaid leave to employees who have been employed at least one (1) year in this school district, who have worked at least 1,250 hours during the previous 12-month period, and who have exhausted their sick leave, personal leave, and emergency leave. FMLA is Federal law and is outlined in Policy DECA. FMLA shall run concurrent with any other leave.
- 7.2 Eligible employees are those district employees who meet the above requirements and who request leave for one of the following reasons:
1. Birth, adoption, or foster placement of a child by an employee;
 2. To care for a spouse, son, daughter, or parent who suffers from a severe health condition; or
 3. For a severe health condition the employee is experiencing.
- 7.3 Before an employee will be placed on unpaid leave, the employee must first exhaust any accumulated sick leave, personal leave, and emergency leave. Such sick leave, personal leave, and emergency leave will be deducted from the twelve (12) work weeks of eligibility. If both spouses are employees of this district, their total leave in any 12-month period will be limited to twelve (12) weeks if the leave is taken (1) for the birth or adoption of a child or (2) to care for a sick parent. The right to take leave for the birth or placement of a son or daughter expires twelve (12) months after the birth or placement with the employee.
- 7.4 Upon completion of family leave, the employee will be entitled to return to the former position of employment with equivalent benefits and pay without loss of seniority or tenure. However, the leave time will not be counted toward tenure. The district will maintain the employee's medical insurance coverage.
- 7.5 Intermittent leave may be taken in lieu of continuous leave for the birth or adoption of a child only with the concurrence of the district. The employee must provide thirty (30) days of advance notice or as many days of advance notice as are practical. Leave taken for serious health conditions of the employee or an eligible member of the employee's family may be taken intermittently without district concurrence. However, the employee may be transferred to another position that can better accommodate the employee's recurring absences. Such transfer will not reduce the employee's pay and benefits.

ARTICLE 8 - UNPAID LEAVE OF ABSENCE

- 8.1 Teachers with at least one (1) year of service to the district may apply to the Board by March 1, for a one (1) year unpaid leave of absence for the following reasons for the following school year beginning July 1:
- A. maternity
 - B. advanced study
 - C. extended illness of the teacher
 - D. extended illness of a member of the teacher's immediate family.
- 8.2 A request for a leave of absence for extended illness must be accompanied by a physician's statement stating the necessity for the leave as a medical condition.

- 8.3 The teacher may remain on district insurance programs, at the teacher's expense, during the period of the leave, as permitted by district insurance carriers. Salary steps and leave benefits shall be neither gained nor lost during a leave of absence.
- 8.4 An application for reinstatement for the ensuing year following a leave of absence must be filed by March 1. If no such request is filed by that date, the teacher will be deemed to have resigned, effective at the end of the contract year.
- 8.5 Upon returning from an unpaid leave of absence, the teacher will be returned to a position within the teacher's field of certification. The teacher shall be placed on the last salary step reached prior to the leave, and all accumulated leave benefits will be reinstated.

BEREAVEMENT LEAVE

- 10.1 The Board shall provide each employee five (5) days of bereavement leave for loss of a spouse, parent, child, grandchild, sibling, grandparent, respective in-law, or partner/significant other, including their parents and children, per loss that occurs during the school year. Use "family" as already defined in definitions.