

**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

Sick leave shall be 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.

A teacher or administrator who has taught continuously in the Hobart Public School System for a minimum period of six school years will be paid \$24.00 per day for all accumulated unused sick leave above 60 days upon death, voluntary resignation (including resignation incident to retirement). In as much as Hobart School District previously paid this benefit at the conclusion of each school year through June 30, 1993, no claim can be made for the payment of unused sick leave accrued prior to July 1, 1993. In the event an employee voluntarily resigns (including resignation incident to retirement), such resignation must be received no later than 12:00 noon, June 30. In the event the employee submits a resignation after June 30 which is effective at any time between July 1 and the last day of school in that fiscal year, such employee will not be entitled to receive any payment for unused sick leave.

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 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 an eligible employee 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.

\*The District will establish a \$10,000.00 sick leave incentive plan. Each full time employee will receive five (5) shares at the beginning of each fiscal year. Each day of used sick leave by an employee will reduce his/her number of shares by one (1). Prior to June 30 of each fiscal year, the \$10,000.00 incentive plan will be divided equally by the remaining shares and distributed to qualifying employees based on his/her remaining shares. Completion of employment contract is required. Days donated to the Sick Leave Sharing Program will not reduce the number of unused shares an employee has available.

**Sick Leave Sharing:** The District hereby adopts a Sick Leave Sharing Program to be administered in accordance with the applicable law. Employees may be permitted to donate sick leave to other employees who suffer from those conditions set forth in the law and according to the conditions set forth in the law. No employee may donate an amount of sick leave which causes the donor's accumulated sick leave balance to fall below 20 days. Donated Sick Leave is cumulative, and no employee may receive more than 100 days of donated sick leave during his or her employment with the District.

**Personal Business Leave:** All employees shall be entitled to four (4) days for personal business leave. The first two (2) personal business leave shall be fully paid. The cost of a substitute will be deducted for use of the second two (2) personal business days based on the employee's classification (certified employees will be docked at the rate of a certified substitute and a non-certified employee will be docked at the rate of a non-certified substitute).

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. \*Unused personal leave will be compensated at a rate of \$50.00 per day for each eligible employee. Completion of employment contract is required. Payment will be made prior to June 30 of each fiscal year.

**Bereavement Leave:** Full-time employees 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 or as approved by the Superintendent.

An employee requesting Bereavement Leave shall submit to their Supervisor 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 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 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 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 the necessity for such leave,

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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 District may require the employee to 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 contract, the District shall provide full-time twelve-month employees with paid Vacation Leave each year as follows:

After twelve months of full-time employment, an employee will be entitled to ten (10) days of vacation each year. Full-time principals are entitled to four (4) weeks of vacation each year.

Paid vacation for employees in a twelve-month position that are employed for less than twelve months will be prorated based on length of employment in the twelve-month position. Upon termination of employment, no employee shall be compensated for any 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. 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 of Education.

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