

NUMBER:	SP 927
EFFECTIVE:	
REVISION:	12/07/2011
PAGES:	4

Statement of.....

## **Policy and Responsibility**

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SUBJECT: SPECIAL PROVISIONS – SICK LEAVE ARTICLE 4

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### **4-1. General Provisions**

#### **4-1-1. Entitlement**

Teachers shall be entitled to absence with pay from their duties with the District because of illness as hereinafter set forth, provided that such absence shall be in addition to leave of absence from duty granted for other reasons and shall relate to absence during the contract year and shall not relate to succeeding contract years except as expressly provided otherwise.

#### **4-1-2. Purpose**

Such leave shall be for illness, mental or physical, and injuries which precludes the teacher from carrying out his regularly assigned duties.

#### **4-1-3. Definition of Immediate Family**

Sick leave may be taken by a Teacher for the following immediate family members: spouse and children. Sick leave may be taken for other immediate family members if they live in the home or the illness has been diagnosed as serious: father, mother, brothers, sisters, grandparents, grandchildren or the same relatives of one's spouse.

#### **4-1-4. Extraordinary Cases**

The Superintendent may, in extraordinary cases of illness, family sick leave, or injury include other family members or close friends, and/or may allow additional days of leave with pay.

#### **4-1-5. Right of Teacher to Meet with the Board**

If for any reason relating to sick leave a teacher believes he has a special problem, he may follow the grievance procedure hereinafter set forth, or appeal directly to the Board.

#### **4-1-6. Reporting Absence**

A Teacher who is absent from school shall report to the Principal upon a form provided by the District which shall indicate the reasons for absence.

#### **4-1-7. Funding**

The sick policy will be funded in full provided the total yearly salaries for substitute teachers for the above-described absences do not exceed the base amount which equals the number of full-time equivalent professional Teachers covered under the policy, multiplied by the maximum pay rate of substitute Teachers, multiplied by a factor

of 4.2 (factor based on a three-year average teacher absentee) plus 5 percent of the product. If the actual funding costs in any year are less than this base amount, the district shall match the teacher contribution amount unless the amount exceeds the difference between the actual funding costs and the base amount. In that instance, the remaining balance will be contributed to the fund. The district shall match these funds until the "Teacher Sick Leave Account" reaches 125% of the base amount. Funds in excess of 125% shall be distributed as determined in negotiations.

**4-1-8. Adjustments**

If this amount is exceeded in any one school year, the cost of the excess will be charged to all absentees for sick leave based on the number of sick days and/or maternity days used in that contract year. Bereavement leave will not incur this charge. If a teacher pays the cost of the substitute for a sick leave absence, this possible "end of year overage charges" would not apply to those absences. At the end of any school year an equivalent shall be made of the formula to determine if the base amount is sufficient to provide compensation under the above provisions. (Maternity Leave is regulated by federal law which is currently 6 weeks leave, an additional 2 weeks for caesarean delivery, and can apply for additional unpaid leave under the Family Medical Leave Act).

**4-1-9. Abuse**

The abuse or misuse of the sick leave policy for absences other than those defined in paragraph 4-1-2 of this article shall be grounds for dismissal.

**4-2. Sick Leave Provisions**

4.2.1 Sick leave will be subject to the following charges which will be placed in the Teacher Sick Leave Account: Sick leave from 0-9 days, no charge, sick leave from day 10 and longer will incur a charge of \$10 a day. Maternity and bereavement leave will not count towards these charges. Part time employees will be charged according to their employment status, rounding to use full days. (Example would be a ½ time employee would have 0-4 days, no charge, 5 days and beyond, \$10 a day) If a teacher pays the cost of a substitute for a sick leave absence, these charges would not apply.

**4.2.2. First Three Years of Service**

Full-time teachers with less than three consecutive school years of service with the District, including those Teachers defined as new Teachers in Article 2-2-1 of this Agreement, shall be allowed the following sick leave:

- (a) Seven days accumulative sick leave per school year of service up to a maximum of twenty-one (21) days with full pay.
- (b) After a Teacher has used his entire accumulated "full pay" of sick leave, he shall be entitled to receive sick leave equal to full pay, less the daily rate paid to a certified substitute teacher as determined and disclosed at the beginning of the contract year. The reduced sick leave benefit shall be available to a Teacher for the balance of his contract year provided the Teacher has taught thirty school days in that particular contract year, subject to the provisions of section 3-3-1 of this Agreement.
- (c) Leave with pay taken by a Teacher because of illness of a member of the Teacher's immediate family shall be charged against the Teacher's accumulative sick leave days and may not exceed five days in any contract year.

- (d) Teachers that serve for periods less than the contract year shall be entitled to the above provided sick leave in ratio to the number of days served to the days of service required for that contract year. This ratio shall be computed at the rate of one-half day for each month of service not to exceed a total of seven days.
- (e) Any sick leave adjustment in salary will be made at the end of six months of employment or at the time of termination, whichever occurs first.

#### 4-2-3. **Beyond Three Year Service**

Full-time Teachers with three years or more of consecutive service shall be allowed the following sick leave:

Sick leave at full pay throughout the contract year without limit, subject to the provisions of sections 3.3.1, 3.3.2, 4.2.3 and 4.2.4 of this Agreement.

- a) Teachers will have 180 days of sick leave for a two-year period. For any given year, a teacher's sick leave would be calculated at 180 days less their prior year usage. Sick leave beyond the 180 days in a two year period would be the next 90 days at the cost of a substitute, the remaining 90 days at the full cost of their daily salary, and then the teacher will be placed on a leave of absence status for up to two years and sick leave benefits would cease until the teacher returns to full-time employment with the district.
- b) A returning Teacher (a Teacher who is eligible to return to employment in the District for the ensuing school year and expresses his/her written intent to do so) who because he is ill or was injured during the summer months, and who is unable, because of such illness or injury, to return at the beginning of the school year or for the entire school year shall be entitled to sick leave at full pay throughout the ensuing contract year.
- c) A Teacher whose illness is anticipated to extend beyond 6 months, and/or has reached 90 consecutive sick leave days, will be required to apply for long-term disability benefits. Upon approval of long term disability by the district carrier, the teacher will be placed on a leave of absence status for two years and sick leave benefits would cease until the teacher returns to full-time employment with the district.
- d) Sick leave taken because of illness of any member of a Teacher's immediate family may not exceed five days in any one contract year.

#### 4.2.4. **Medical Doctor's Verification**

Before approval of sick leave, based on a Teacher's illness or injury, for more than five days, the Board may require to submit to it a doctor's statement as to the Teacher's physical condition.

In the event that a Teacher requests sick leave at more than normal frequency, as determined by the Board, the Board may require a doctor's statement as to the Teacher's physical condition without regard to the number of days of sick leave claimed at any one time. When a Teacher's health appears, in the opinion of the Administration, to impair a Teacher's ability to execute that classroom work in a satisfying manner, the

Board may be petitioned to require the Teacher to accept a complete examination by the Teacher's physician. The Teacher shall submit a medical statement evidencing the Teacher's fitness.

The petition and the medical statement are subject to joint review by the parties.

The cost of the examination shall be satisfied by the District.

- 4.2.5 The Board may request a joint review by the Superintendent's designee and a representative of the Association to determine rational for additional medical explanation; not to preclude a third party medical examination at the District's expense.
- 4.3 Any money paid by a teacher for any leave in this agreement, when there is no substitute cost to the district (no substitute provided), will be placed in the Teacher Sick Leave Account.