

ARTICLE IX – LEAVES

Section 1: Sick Leave

- A. Sick Leave Allowance: At the beginning of each school year when the employee reports for duty, each employee shall be credited with an advanced sick leave allowance of twelve (12) days with full pay to be used for absence. Each employee's portion of unused sick leave allowance shall accumulate from year to year with a limit of 180 days or maximum allowable by State law. Sick leave may be used for a serious health condition that makes the employee unable to perform their job, for the care of the employee's child (birth, or placement for adoption or foster care), or for the care of the employee's spouse, son or daughter, or parent who has a serious health condition, or for medical appointments.
- B. Sick Leave Charges: Absences on any one (1) day for four (4) hours but less than eight (8) shall be charged as one (1) full day of sick leave; absences on any one (1) day less than four (4) hours shall be charged in a half-day increment. Illnesses requiring five (5) consecutive days or more off the job may require a written doctor's release prior to returning to work. Employees with injuries requiring medical attention and resulting in lost work time will need a medical release in order to return to work.
- C. Sick Leave Notification: Notice of illness requiring time off the job shall be reported. Personnel will be encouraged to notify by 6 a.m. but no later than 7 a.m. of the day to be missed. If the person is absent and cannot return for the next day, then an attempt shall be made to notify the applicable site administrator by the end of the staff day.

Section 2: Leave of Absence

An employee who is unable to perform his/her duties because of personal illness, maternity, paternity, parenting, adoption, foster care, disability or any Family Medical Leave Act qualifying event may, upon written request to the Board, be granted a leave of absence without pay or benefits at the exhaustion of his/her sick leave not to exceed one (1) school year. Such leaves for health-related conditions of the employee or family member as defined by FMLA may be renewed annually provided that the affected employee presents a written statement from a physician verifying that the employee needs additional time off. Applications for leave and for renewal of leave of absence for such conditions shall be made in writing to the Superintendent and presented to the Board of Directors. (2015)

Section 3: Job Related Injury

- A. Whenever an employee is absent from employment and unable to perform his/her duties as a result of personal injury sustained in the course of employment, the employee will receive illness, injury, and emergency leave and/or worker's compensation payments as applicable under Washington law and this Agreement. (2006)

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- ~~B. Employees who suffer injury caused by a physical assault by a student, parent, guardian of a student, or other individual, during the course of their employment or the authorized supervision of students at a district sponsored event, will not be charged annual or accumulated sick leave up to a maximum of sixty (60) work days, less the amount paid through worker's compensation provided the following steps are followed:~~
 - ~~1. An Accident Report is completed and turned in to the appropriate district official~~
 - ~~2. Employee seeks professional medical care and the medical provider authorizes/approves the employee to miss work.~~

Section 4: Sick Leave Incentive

Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one full day's pay for four (4) accumulated sick leave days. Such cash-in may not exceed the number of days accumulated the previous year less the number of days of sick leave actually used the previous year. For employees who are retiring, all sick leave remaining at the time of retirement may be cashed in at a ratio described above.

Section : VEBA III

The District will make VEBA III available to all employees. The Association will annually approve VEBA III participation.

Section 5: Sick Leave Sharing

- A. The District shall administer a sick leave sharing plan (as defined in the WAC's) in which eligible employees may donate excess leave for use by a staff member. The recipient employee must have depleted or will shortly deplete his or her accrued annual leave and sick leave. (2006) In order to be eligible, the employee or his or her legal representative must submit, prior to approval or disapproval by the Superintendent or designee, documentation from a licensed physician or other authorized health care practitioner verifying the severe or extraordinary nature and expected duration of the condition. Extraordinary or severe means a serious or extreme and/or life-threatening condition.
- B. Such a program is intended to extend sick leave benefits to a staff member who otherwise would have to take leave without pay or terminate his or her employment with the District.
- ~~C. Shared leave shall be extended to employees who are sick or temporarily disabled due to pregnancy disability or for the purpose of parental leave to bond with a newborn, adoptive or foster child.~~
- D. Donations of sick leave will not reduce the ability of the employee to cash out sick leave during the year donated. When calculating eligibility to cash out excess sick leave, donation of sick leave to another employee will be counted toward the sixty (60) day minimum balance required after cash out. (WAC 392-126-104)

Section 6: Maternity, Paternity, Foster or Adoption Leave

- A. A certificated employee may be granted up to three (3) days leave with pay which is non-cumulative and not chargeable to sick leave. (2006)
- B. Upon exhaustion of these days any absence will be treated as normal sick leave. If a leave of absence is to extend beyond three (3) days, then the employee shall provide a written notice of such intent to the Superintendent before the end of the three (3) day period.
- C. The District and Association will follow the provisions of the Family Medical Leave Act. (2006)

Section 7: Bereavement Leave

Absences for bereavement may be granted for the following reasons:

- A. Death in immediate family (defined as spouse, sibling(s), children, parents, parents-in-law, and grandparents).

- B. Absence for bereavement shall be of sufficient duration to allow the employee time to travel to and from the place of service and to conduct necessary business while there. The length of absence is to be agreed upon by the employee and building administrator; however, this time shall not exceed ten (10) days per year and need not be consecutive. Under extenuating circumstances of multiple deaths in one year, this leave may be extended beyond the ten (10) day limit with authorization of the Superintendent. Additional leave beyond the ten (10) day limit will be requested in writing prior to the extension. (2015)
- C. One (1) ~~Three (3)~~ day of this bereavement leave may be ~~authorized by the Superintendent used~~ for the death of relatives such as uncles, aunts, nieces, nephews, first cousins, employees, members of employee(s)' families, students, and for any other person which there has been a close and intimate friendship of long duration. Additional leave beyond the ~~three (3)~~ one (1) day limit will may be requested in writing prior to the extension.
- D. Bereavement leave is noncumulative and is not chargeable to sick leave.

Section 8: Jury Duty Leave

- A. Upon receipt of a jury summons by an employee, the employee will contact the personnel office relative to his/her giving such jury duty service.
- B. When an employee is required to perform jury duty, he/she shall do so without loss of pay
- C. Subpoena leave with pay shall apply to cases where the District is a party in interest or if the employee is called to testify in a job-related capacity, providing the employee is not a party in interest in action against the District. All other leaves for subpoenas shall be allowed by the granting of emergency leave.

Section 9: Emergency Leave

Employees may be granted Emergency Leave which shall be deducted from sick leave. An emergency shall be defined as:

- A. A problem that is suddenly precipitated, must be of such a nature that preplanning is not possible, or where preplanning cannot relieve the necessity for the employee's absence.
- B. The problem must be serious, not something of minor importance or of mere convenience.

Section 10: Military Leave

Certified employees shall be granted military leave of absence for military service as required by law. The District shall comply with the Military Family Leave Act as set forth in RCW 49.77.010 et. Seq., by providing for a total of fifteen (15) days of leave per deployment for an employee when a military spouse has been notified of an impending call to active duty and before actual deployment, or when the spouse is on leave from deployment. Such leave shall be with or without pay at the discretion of the employee. If with pay, leave shall be deducted from the employee's available sick or personal leave.

Section 11: Personal Leave

- A. An employee will be granted ~~four (4) five (5)~~ days of Personal Leave each year. Days may be accumulated up to ~~five (5) seven (7)~~ days in a year, but district funded days can only be used in up to ~~to five (5) seven (7)~~ day increments ~~but use of five (5) consecutive days requires superintendent approval.~~ **OK** Personal leave will require advance notice. ~~Site administrators will approve based on availability of subs.~~ **Approval for personal leave is not required if absence is entered into AESOP at least five (5) working days before the absence and if in accordance with the limitations in subsection C. If personal leave is requested within fewer than five (5) working days, the site administrator may grant approval.** Upon request, two (2) additional days of Personal Leave will be granted and the employee will bear the cost of the substitute. In the event of a family health emergency, the site administrator may authorize the leave by verbal approval via telephone; however, the form will be submitted on the date of return. **(2015)**
- B. The employee shall not be required to state the reason for taking such leave, other than that he/she is taking leave under this section. **OK**
- C. Personal leave may **not** be taken immediately before or after holidays or vacations, ~~upon approval by the site administrator.~~ ~~This leave will not be taken during the first or last two (2) weeks of the school year or during days scheduled by the district for parent/teacher conferences.~~ ~~without written permission of the site administrator.~~ ~~Half (½) days may be used if substitutes are available.~~ **OK** Staff will automatically be reimbursed for unused days unless a carryover form has been submitted to the district office by the last working day of May. ~~Up to one (1) day of personal leave shall be reimbursed at the certificated supplemental pay rate.~~ ~~Additional~~ Unused days will be reimbursed to the employee at the ~~existing substitute teacher~~ employee's per diem rate of pay. The parties agree that this leave will not be used for purposes of financial gain.

Section 12: Domestic Violence Leave

The District shall comply with the Domestic Violence Leave act as set forth in RCW 49.76.010 et seq., by allowing an employee reasonable leave from work, intermittent leave, or leave on a reduced schedule when the employee or an employee's immediate family member is a victim of domestic violence, sexual assault, or stalking. Such leave provides the employee an opportunity to stay away from the abuser and/or participate in legal proceedings, medical treatment, or other necessary services. Such leave shall be with or without pay at the discretions of the employee. If with pay, leave shall be deducted from the employee's available sick or personal leave. Notice and verification requirements are in accordance with law and available in the Human Resources Department. **(2015)**

Section 13: Association Leave

- A. The president of the Association or his/her designee will be provided up to fifteen (15) days without loss of pay for Association business. For Association leave beyond fifteen (15) days, the Association will reimburse the District at the going substitute rate. Requests for such leave will require at least four (4) days' notice prior to the commencement of the leave.
- B. A leave up to one (1) year in accordance with the provisions of Section 13 may be granted by the Board of Directors to employees for Association or Association-related business. **(2015)**

Section 14: Statewide Impact on Education Leave

The District shall provide up to fifteen (15) days of leave without loss of pay to an Association member who holds a position with statewide impact on education. Requests for such leave, including agreement to pay substitute costs incurred, will require at least four (4) days' notice prior to the commencement of the leave. Reimbursement for substitute costs incurred will be billed to and paid by the entity with statewide impact.

Section 15: National Board Certification Leave

To support and encourage staff members to attain National Board Certification, the District shall provide up to five (5) days of leave to complete necessary work. Up to two-and-a-half (2.5) days of leave will be provided for [renewal and](#) retake candidates. (2008)

Section 16: Faith or Conscience Leave

Each employee covered by this Agreement is entitled to unpaid leave each year as allowed by law for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization unless such leave will pose an undue hardship to the District. The parties agree to incorporate the definition of undue hardship as set forth in the WAC that will be promulgated by OFM. (2015)

Section 17: Other Leaves of Absence

- A. An Employee may request a leave of absence without pay, for up to one (1) year. Requests must be submitted in writing by May 15th to the Superintendent for recommendation to the Board. In extenuating Circumstances, the May 15 deadline may be waived. The Superintendent shall consider the needs of the district and employee in considering a recommendation to the Board for granting this type of leave. Salary increments shall be earned as consistent with the state salary schedule guidelines. **(2015)**
- B. This leave may be used for activities considered to provide professional development where, upon return, the experience is anticipated to be of benefit to the students and district. **(2015)**
- C. Upon return from approved leave, the employee shall be placed in the position last held or in a similar position in the District. Upon request, such leave may be renewed for up to one (1) additional year upon approval by the Board. **(2015)**
- D. Employees on leave of absence will notify the District by April 15 of his/her intent to return for the following year.