

## ARTICLE 19 PAID LEAVES

### A. Sick Leave:

1. Each teacher shall receive 10 days sick leave at full pay during each school year. Teachers who serve under contract for a fraction of the school year shall receive sick pay on a prorata basis.
2. Sick leave not taken shall accumulate and may be used at a future time.
3. At the time of original employment or subsequent reemployment by the District, teachers who were employed the previous year in an Oregon school district shall be allowed to transfer their accumulated sick leave; provided, however, the amount of leave transferable shall not exceed 75 days. Transfer of sick leave from another Oregon district shall not be effective until the teacher has completed 30 working days in this District.
4. The employee's sick leave balance shall be available upon request.
5. The annual 10 days sick leave shall be added to the teacher's beginning total at the start of each academic year.
6. Sick leave may be used for the injury or illness of the employee or to care for his/her child, by adoption or birth, who resides in the employee's household. Sick leave may also be used for the care of the employee's spouse, parents or domestic partner when such leave qualifies as a leave of absence under the Family and Medical Leave Act/Oregon Family Leave Act.

### B. Jury Duty Leave:

Any teacher in the District, regardless of his/her place of residence, who serves on jury duty or as a witness testifying under subpoena, provided he/she is not a party in interest, shall receive full pay while on jury duty or service as such witness. Fees received by the teacher for jury duty or witness fees shall be forwarded to the District business office; however, the teacher may retain mileage fees. Each teacher shall promptly notify the Superintendent's office upon receipt of notice of jury duty or subpoena.

C. Professional Leave:

Teachers shall participate in and attend out-of-district visitations on approval of the Superintendent. The District shall provide and/or reimburse approved costs incurred by teachers participating in professional on-site visitations and/or conferences. When district transportation for approved travel is not available, teachers shall be reimbursed for approved travel at a District-wide rate set by the Board.

D. Injury on Duty:

In the event a certified employee is absent from duty due to an accident covered by Workers' Compensation, the employee shall have the following options:

1. Employee may receive funds due him/her under Workers' Compensation and be granted a leave of absence without any charge against employee's sick time.
2. Employee may make claim for sick time, but the same shall be reduced by the sums paid employee by Workers' Compensation.

E. Personal Leave:

Teachers will be granted 3 days of personal leave per year. This leave may be used as desired by the teacher and shall be nonaccumulative. Half-days may be used. Time taken which does not interfere with instruction may be made up with comp time rather than charged as Personal Leave. The Principal is to be notified of such absence as soon as possible, except in cases of emergency, 2 days in advance. Such leave may be taken at the beginning or end of a holiday or break period only at the discretion of the Superintendent and/or designee.

Personal leave may be donated to another employee on a day-for-day basis in one-half-day increments to address events where all of the recipient's applicable paid leave is exhausted. Such shared leave will be donated on a case-by-case basis and the Association shall circulate an approved form to authorize such donations in a timely manner.

At the end of the school year, each employee shall be paid, in addition to his/her other pay, an amount equal to the daily pay for substitute teachers for each of the 3 days not used during the year.

Teachers who work less than full time shall receive time off and the year-end cash on a prorated basis based upon the relationship their regular work schedule bears to that of a full-time employee.

F. Bereavement Leave:

Teachers will be granted 2 (two) days of bereavement leave per year for the purpose of attending to the death, funeral, memorial service or settling the estate of the deceased. Such leave may be accumulated for 2 years for a total of 4 days. Bereavement leave will be allowed for death of any relative or significant person in the employee's life. In the event of unusual travel or personal problems in connection with use of bereavement leave, additional leave days may be granted by the Superintendent. Bereavement leave need not necessarily be taken off as consecutive days where the circumstances warrant use of the leave in some other fashion.

G. Family Medical Leave:

The parties recognize that the Federal Family and Medical Leave Act and the State Family Leave law apply to teachers. In recognition of the fact that state and federal agencies have the authority to enforce such law, however, any grievance pertaining thereto shall be filed and processed as an equity grievance.

## ARTICLE 20 UNPAID LEAVES

A. Parental Leave:

A non-paid leave for the purpose of caring for a newborn child, or for adoption, shall be available to teachers. Such leave must be requested not less than 30 days prior to the teacher's anticipated departure from the classroom. In the case of adoption, however, District receipt of the application for adoption within 5 days of the date of its submission to the adoption agency shall, when submitted in conjunction with the parental leave request, waive the requirement for 30 days prior notice. The leave shall continue through the end of the school year in which the leave commenced, or as otherwise mutually agreed between the teacher and the District. If the teacher is to return from leave before the end of the school year, the date of return shall normally coincide with the beginning of the grading cycle.

B. Exchange Teaching:

Upon application, a leave of absence not to exceed 2 years may be granted for the purpose of participation in an exchange teacher program in other states, territories, or countries; foreign or military teaching programs; the Peace Corps or Job Corps as a fulltime participant in such program; or a cultural travel or work program related to his/her professional responsibilities; provided said teacher states his/her intention to return to the school system. Such leaves may be granted at the discretion of the Superintendent and will depend upon such factors as the availability of a suitable replacement, etc. Upon returning from such leave, a teacher shall be placed in the same position on the salary schedule as if he/she had taught in the District during that period. In no case shall more than 2 teachers be granted such leave in any one academic year. No probationary teacher shall be granted such leave.

C. Professional Study:

Upon application, a leave of absence of not more than 1 year shall be granted, at the discretion of the Superintendent, to not more than 3 teachers for the purpose of studying at an accredited college or university in a course of studies directly related to the teacher's professional responsibilities. These teachers shall agree to return to the District and teach not less than 2 years each for the District. Upon return from such leave, the teacher(s) shall be placed at an appropriate place on the salary schedule as befits

his/her training and experience. The year's leave shall be counted as experience. No such leave shall be granted to a probationary teacher.

D. Military:

Military leave shall be granted in accordance with state and federal law.

E. Return From Leave:

1. All benefits to which a teacher was entitled at the time leave of absence commenced, including seniority and unused accumulated sick leave, shall be restored upon return as fully as if such leave had never been taken.
2. A teacher must return from the leave directly to employment in the District.
3. All the above benefits will be reduced to writing, signed by the teacher, and placed in the teacher's file with this Agreement.
4. Failure to follow the procedure in this Article, or failure to return to work on the agreed upon date without being granted an extension, shall result in the employee's forfeit of position. The position shall be declared vacant and open to employment.