

ARTICLE 7 LEAVE

Sunset clause PTO- This provision will expire for re-evaluation at the end of the 2025-26 school year, and will be re-evaluated yearly until 2030. If an agreement can not be reached, then the policy will return to the 24-25 agreement for Article 7.

A. PTO

1. Leave is defined as absence from duties for personal illness, or family illness (defined as spouse, children/step-children, parents, grandchildren, brother, sister, or any individual legally dependent upon the employee), or personal business.
2. Teachers are granted leave in the amount of eleven (11) days per year and will earn one (1) extra day of leave after ten (10) consecutive years with the district.
3. Any unused PTO will convert into sick leave. Leave is cumulative to a maximum of 120 days. Accumulated days of leave earned while a full-time teacher shall entitle the teacher to a proportionate number of partial days of leave upon a change in status to a part-time teacher.
4. Except in emergency situations, no more than two district staff members in the same building will be permitted leave on the same day, unless permitted by the superintendent.
5. Employees taking leave for less than a half day will need to secure their own substitute unless it is specifically used as a sick day, doctor's appointment, or emergency. If a substitute is not secured through the district portal, then a substitute will need to be found by the teacher.
6. 48 hour prior notice will be given to take a leave day that is not a sick day or doctor's appointment.

Adopted during 2024-2025 Negotiations. Effective July 1, 2025.

B. UNUSED LEAVE

1. Teachers will be paid \$40 for each full day of unused sick leave that would be lost as a result of that teacher having accumulated the maximum allowed one-hundred twenty (120) days of unused sick leave. Pay for unused accumulated sick leave will not be made except for those days over one-hundred twenty (120) days. Compensation for unused sick leave will be issued in a separate check on or before June 30.
2. The total unused accumulated sick leave (up to one-hundred twenty (120) days) shall be paid to the employee at \$30 per day for which the employee qualifies at the time of retirement or death (employee's heir).

Amended during 2024-2025 Negotiations. Effective July 1, 2025.

C. MATERNITY LEAVE

1. Ten (10) consecutive contract days of paid maternity leave will be granted to a teacher following the birth of a child.
2. Teachers can buy up to twenty (20) additional leave days at the daily sub rate or for a long term sub which ever applies for that utilization of leave.
3. After all of this has been done, the teacher may apply for up to ten (10) additional days from the emergency leave bank.
4. In the event of adoption under the age of eighteen (18) months, maternity leave will apply.

Adopted during 2024-2025 Negotiations. Effective July 1, 2025.

D. EMERGENCY LEAVE BANK

1. Certified employees may choose to participate annually in the Emergency Leave Bank by contributing one (1) day of available sick or personal leave to the Bank. The employee shall notify the Central Office during the Section 125 open enrollment period of their decision to participate in the Emergency Leave Bank. New certified employees contracted after the enrollment period may enter into the Emergency Leave Bank during the time of their Section 125 enrollment.
2. During the first year of the leave bank, the Board of Education will contribute forty-four (44) days to the bank. In all subsequent years, the Board will contribute twenty-five (25) days to the leave bank.
3. An employee must have contributed to the bank in order to request and be eligible to receive days from the Bank. The employee will submit a letter requesting the number of days and the reason for the leave to the superintendent. In addition, a document from the employee's health care provider stating the diagnosis, treatment plan, and estimated return to work date must accompany the request, or in case of emergency, be submitted as soon as the information is determined.
4. After all leave has been exhausted, the maximum withdrawal from the Bank is twenty (20) days per incident. If the bank recipient has had to utilize all of the allotted twenty (20) days from the bank, and the catastrophic condition continues, the recipient may appeal to the emergency leave bank committee for up to an additional ten (10) days. Five (5) of these days will be paid back to the bank at the rate of one half day per year until completed or the employee retires or resigns. Medical procedures which are elective in nature or that can reasonably occur outside the member's normal work schedule are not eligible for emergency leave.
5. The Emergency Leave Bank Committee will be composed of five (5) members; the Superintendent/designee; the PNEA President/designee; the Building Principal; the Building PNEA Representative, and; the full-time school nurse.
6. The Committee shall consider granting emergency leave from the bank for catastrophic or chronic conditions affecting the employee. Pregnancy is excluded unless there are complications falling under the catastrophic and chronic definitions.
7. Decisions of the Emergency Leave Bank Committee shall be final and not subject to the grievance procedure.
8. An employee who is not satisfied with the decision of the District Emergency Leave Bank Committee shall have the right to address within ten (10) working days the District Emergency Leave Bank Committee and may be accompanied by an Association representative(s).
9. In order to remain in the bank, a member must contribute one additional day when the bank total falls below one hundred (100) days, except within the last thirty (30) calendar days of the contract year.
10. Unused Emergency Leave Bank days will carry into the next year. Carryover amounts do not preclude the annual contribution requirement.

Amended during 2024-2025 Negotiations. Effective July 1, 2025.

E. FUNERAL LEAVE

Five (5) days of non-accumulative leave applicable to relatives of staff member and/or spouse; up to one day of the five to be allowed for persons other than family.

Amended to add "---one day for persons other than family" Negotiations 1987-88.

F. ASSOCIATION LEAVE

At the beginning of each school year, the organization or association that receives recognition by the Board of Education as the exclusive representative shall be credited with five (5) days to be used by certified staff members. The association president agrees to notify the Board of Education no less than seventy-two (72) hours prior to the requested date for a leave of absence. All such leaves shall be in conjunction with association business.

If additional days are needed, the president of the association shall meet and confer with the superintendent, and if warranted, additional days will be granted.

Amended during 1994-95 Negotiations adding- If additional days are needed.

G. LEAVE OF ABSENCE - CURRICULUM IMPROVEMENT

Teachers may request a leave of absence for the purpose of teachers visiting outstanding schools, attending workshops and conferences relating to curriculum improvement. When making such request, the teacher shall submit a Leave Request form to the building principal and assistant superintendent, which requests the following information:

1. Date leave of absence requested
2. Location of conference, workshop or school to be visited
3. Reason for request
4. Estimated expenses, such as:
 - a. Mileage
 - b. Fees
 - c. Meals
 - d. Lodging

Said leave shall be requested at least seven days prior to the expected absence. When considering applications for curriculum leave, the following will be considered:

1. Availability of funds
2. Appropriateness of request in regard to USD 382 curriculum thrust.
3. Number of curriculum leave applications approved to-date.
4. All leave of absence requests will be reviewed by the Superintendent of Schools.

The superintendent or designee shall have the authority to grant leaves not to exceed two (2) consecutive school days for any employee during any school year. Teachers making applications for curriculum leave will be notified of acceptance or denial within forty-eight hours of receipt of the request.

Amended 1982, Effective July 1, 1982.

H. SABBATICAL LEAVE

1. The purpose for such a leave is for professional development.
2. The employee would be eligible after a minimum of seven consecutive years in USD 382.
3. The employee seeking sabbatical leave will submit a plan of study to the building principal, and with Superintendent approval, will be forwarded to the BOE for final approval. Approval is subject to finding a suitable replacement. No more than two percent of the certified district faculty at any one time will be granted sabbatical leave.
4. The plan will include the following: the length and dates of leave (not to exceed one year), an outline of study, and a professional goal statement. Application must be made prior to March 1 of the year immediately before the requested leave. Documentation of successful completion of the plan of study will be presented to the superintendent of schools to be eligible for reinstatement to the prior position. If a medical/personal hardship exists that causes non-completion of the plan, a committee made up of three

- (3) members chosen by P-NEA and three (3) members chosen by the superintendent will hear the individual appeal and will determine if a waiver is appropriate.
5. The employee seeking sabbatical will submit a letter of intent to return to his/her position for a minimum of one year.
 6. The employee seeking sabbatical would be eligible to purchase the district's insurance during the sabbatical (COBRA) at his/her expense.

Adopted during 2000-2001 Negotiations

I. FAMILY AND MEDICAL LEAVE PLAN

Follow the current Family and Medical Leave Act plan issued by the US Department of Labor.

Amended during 2024-2025 Negotiations. Effective July 1, 2025.

J. ASSAULT LEAVE

If a certified staff member is hospitalized or at home under doctor's orders due to a physical assault arising out of and in the course of employment as covered by Workers Compensation, no loss of pay or accumulated leave time will occur. District insurance, KPERS, or Social Security disability will be primary in paying this benefit. If pay from the primary provider is less than salary, the district will pay the difference.

The estate of a deceased employee is not entitled to this benefit. If the staff member has been declared permanently disabled and receives disability benefits, she/he will no longer be eligible for this benefit.

Amended during 2003-2004 Meet and Confer Sessions