

PROFESSIONAL STAFF LEAVES AND ABSENCES

(Sick Leave/Certified Staff)

- A. Fifteen full days of sick leave for the first year in the Huron School system and ten full days of sick leave for each succeeding year cumulative to 120 days (note exception B) shall be allowed every teacher without any deduction in pay for the sick leave period to which the teacher is entitled. The following schedule becomes effective with the 1975-76 school term. Accumulation of days will not be retroactive to the 1975-76 effective date.

Sick leave will accumulate on the following schedule. On the first day of the first year in the system the teacher will be granted six days sick leave. At the end of each succeeding calendar month, he/she will be granted one additional day until he/she has earned fifteen days. On the first day of the contract term all teachers not new to the system will be granted one day sick leave. At the end of each succeeding calendar month, he/she will be granted one additional day until he/she has earned ten days. (Note exception B)

Contracted employees with less than a full-time contract will earn sick leave on the same schedule as regular employees; however, sick leave will accumulate on the following basis:

75 to 100% contract	10 days earned per year
50 to 74% contract	5 days earned per year
49 to 0% contract	None earned

Teachers may borrow sick leave from the normal yearly allowance. If the contract is terminated prior to the end of the year, the following procedure will prevail: All used, but non-earned, days will be deducted from the last pay check as outlined in the definition for the school calendar.

Examples of earned days:

1 st year	15 days total	7 th year	75 days total
2 nd year	25 days total	8 th year	85 days total
3 rd year	35 days total	9 th year	95 days total
4 th year	45 days total	10 th year	105 days total
5 th year	55 days total	11 th year	115 days total
6 th year	65 days total	12 th year	120 days total

- B. Those staff members on extended contracts shall earn sick leave on the following schedule: on the first day of the contract term each teacher will be granted one day sick leave. At the end of each succeeding contract month each teacher will receive one day sick leave.

Examples of earned days:

10 month contract	11 days per year
11 month contract	12 days per year
12 month contract	13 days per year

In addition, teachers new to the system shall accumulate five additional days the first year. Each succeeding year they shall accumulate sick leave according to the above schedule.

- C. Sick leave may be taken because of personal illness, injury, or on order of a physician to remain absent due to exposure to disease, or to obtain the services of a medical professional that cannot be obtained during the non-school hours. One-half day is the minimum sick leave period.
- D. Employees may utilize their personal sick leave for immediate family illness. The immediate family will include father, stepfather, mother, stepmother, husband, wife, brothers, stepbrothers, sisters, stepsisters, sons, stepsons, daughters, stepdaughters, grandparents, grandchildren, aunts, uncles, all of these in-laws and permanent members of the employee's household.
- With exception of illness regarding the employee, the employee's spouse, children, or stepchildren, the employee's personal sick leave is limited to twenty days per school contract year. The employee may use personal leave and/or leave without pay for the excess of twenty days regarding illness of other members of the immediate family as specified in Section D.
- E. Frozen sick leave minus substitute pay deduct at the June 30, 1975 level. When a teacher is sick for a period in excess of the cumulative sick period, he/she shall be granted a period equivalent to the amount of sick leave which he/she had accumulated effective as of June 30, 1975. For this period, he/she will receive full pay less the cost of the substitute teacher. However, substitute pay deducted shall not exceed 40 percent of the teacher's average daily wage. After sick leave under Section "E" is exhausted, the board shall cease payment.
- F. If the disability or incapacity of the teacher to properly perform his/her duties should continue for ninety calendar days after he/she has exhausted all sick leave days, the board of education, at its option, may cancel and terminate this agreement and thereupon be released from all further obligations.
- G. **Doctor's Certificate Clause**
After an absence from school due to sickness or illness, the employee may be required to furnish proof of illness. This proof will be in the form of a doctor's certificate. The board of education, at its expense, may also request a physical examination of the teacher by a physician designated by the board. The decision of the school physician shall be final.
- H. **Additional Sick Leave Benefits/Sick Leave Bank**
- 1) **Membership:** Membership will be taken during first five working days of the contractual year. Teachers agree to donate one (1) full day of their sick leave to become a member. The bank may build to 300 days and no more than 300 days may be taken in any given year. Days may not be withdrawn if a teacher decides later in the year not to belong. As demands are placed on the bank, each participating member agrees to contribute an equal number of days.
 - 2) **Governing Committee:** Vice President of the HEA, and HEA member from the high school, middle school, and elementary school (total of 4).
 - 3) **Benefits:** Members who have contributed can draw from the sick leave bank if they have used all of their annual and accumulated sick leave and all of their unused short term leave days excluding their two sub deduct days. Sick leave benefits shall not extend beyond the school year.
 - 4) **Withdrawals:** To draw days from the Bank, a teacher must apply in writing to the governing committee. The teacher must state the date he/she will be leaving work, and when he/she will be released to return to work. This must be completed prior to using the days; exceptions may be made due to extenuating circumstances/emergencies and granted on the recommendation of the governing committee.

- 5) **Limitations:** These days are intended to be used only in the case of personal illness. There will be a cap of 60 days granted per person per school year. In the event of extraordinary circumstances such as serious illness of self, spouse, or child, unusual need for bereavement days, or similar circumstances, withdrawals from the sick leave bank may be made on the recommendation of the governing committee.
 - 6) **Responsibilities:** The board of education agrees to honor days of sick leave granted by the Governing Committee in an amount not to exceed the total number of withdrawn days of sick leave donated by the members of the sick leave bank. At the end of the school year, defined in the teacher's contract, total days remaining in the sick leave bank will be carried over to the following year.
- I. Each teacher will be paid \$60.00 (sixty dollars) per day for each day of earned accumulated sick leave that is eligible for carryover, a maximum of 120 days, when they end employment. Ending employment may be due to retirement or resignation. Accumulated sick leave will not be paid out if the teacher is terminated or if the teacher violates their contract.

Contracted teachers with less than a full-time contract will be paid for each day on a percentage basis equal to the percent of their contract when they end employment.