

Article VI: *Temporary Leaves of Absence*

A. Sick Leave

1. Full-time teachers shall be entitled to sick leave, granted in minimum units of one-half (1/2) day, according to the following graduated scale:
 - a. First year employment in the district – 10 days
 - b. Second and third year of employment in the district – 12 days
 - c. Fourth and Fifth year of employment in the district – 14 days
 - d. Sixth and subsequent years in the district – 15 days
2. The above scale applies only to consecutive years of employment in the district. Unused portions may be accumulated to a maximum of one hundred and ten (110) days.
3. If an employee leaves the employment of the school district and later returns as an employee, the accumulated sick leave of the first employment shall not be transferred to the second, unless the employee had been granted a leave of absence or has been subject to staff reduction for the time missed.
4. Sick leave shall not be granted for elective surgery.
5. Employees shall be given a written accounting of accumulated sick leave at the end of the school year when they sign the sick leave record card that is kept by the Board Secretary.

6. All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason.

B. Personal Leave

1. At the beginning of each school year, each employee shall be credited with two (2) days to be used for the employee's personal business. A personal business day may be used for any purpose at the discretion of the employee. An employee planning to use a personal leave day or days shall notify his/her principal at least five (5) days in advance, except in cases of emergency. Limitations on such leaves are as follows:
 - a. No more than three (3) employees may be absent on personal leave on any school day except in cases of emergency.
 - b. Except in cases of emergencies or at superintendent discretion, no leaves shall be granted for use on days immediately preceding or following school holidays or vacation periods, during teacher work days, and/or during the first and last week of school.
2. Personal leave days are non-accumulative. However, teachers may carry one unused personal leave day over to the succeeding year giving them a maximum of three personal days to be used in that year. No teacher may have more than three personal leave days in any given year.

C. Jury and Legal Leave

Any employee called for jury duty during school hours, or who is required to appear in any judicial proceeding whereby a subpoena is issued to the employee, shall be provided such time. All fees or remuneration the employee receives (minus mileage) during such leave shall be turned over to Farragut Community School.

D. Association Leave

Four days shall be available for representatives of the Association to attend conferences, conventions, or other activities of the local, state, and national affiliated organization. This leave shall be a paid leave. Notice shall be given to the employee's principal at least five (5) days in advance, except in cases of emergency.

E. Professional Leave

1. Employees shall receive three (3) days of professional leave for attendance at educational meetings if such attendance is approved by the superintendent or designee.

2. Requests for professional leave must be filed in writing with the superintendent or his/her designee, at least five (5) days prior to the first day of anticipated attendance except under extenuating circumstances.

F. Bereavement Leave

1. The days of leave that are requested shall be granted to a maximum of five (5) days at any one time in the event of an employee's family. Family will be considered to be persons to the third degree of consanguinity or marriage.
2. Bereavement leave will be granted to attend funerals of persons not related up to a maximum of two days per year.
3. Any additional days may be granted at the discretion of the Building Principal and/or Superintendent.

G. Emergency Family Leave

1. At the beginning of the school year, each employee shall be credited with five (5) days of leave for family illness per year. Those covered under the Emergency Leave are any persons to the third degree of consanguinity or marriage. Emergency Family Leave days are not accumulative.

H. Other Temporary Leaves

Other temporary leaves of absence (without pay) may be granted at the sole discretion of the superintendent.

Article VII: *Extended Leaves of Absence*

A. Association

A leave of absence without pay for up to two years shall be granted to any employee for the purpose of serving as an officer of the Association, its affiliates, or on its staff. Upon return from such leave, the returning employee shall be placed at the same position on the salary schedule as if he/she taught in the system during such leave.

B. Military

Leave of absence shall be granted for any period or active state of federal military service in accordance with applicable federal and state laws.

C. Family Illness

A leave of absence (without pay) for up to one (1) year may be granted at the

sole discretion of the Board for the purpose of caring for a sick or injured member of the employee's immediate family.

D. Family Medical Leave Act

Employees of the district are entitled to unpaid family and medical leaves to the same extent and subject to the same terms and conditions as set forth in the Family medical Leave Act of 1993.

- E. Other extended leaves of absences (without pay) may be granted at the sole discretion of the Board. If an extended leave is granted, that position will be filled as a temporary one-year position. After the one year, the position will be vacant. The returning employee may apply for the vacancy.

Article VIII: Sick/Emergency Leave Pool

Sick Leave Pool

A *Sick Leave Pool* shall be provided for catastrophic purposes. Upon approval, an employee covered under the terms of the *Master Contract* may use sick leave days beyond the number of regular sick leave days that they have accumulated. The intent of the pool is for the benefit of those covered employees who suffer catastrophic illness or injury and are left in a position whereby they cannot work.

- A. In addition to the sick leave granted in Article VI, Part A, of the 2003-04 Master Contract, the sick leave pool is to provide additional sick leave benefits to any employee who suffers catastrophic illness, injury, or infirmity.
1. The intent of the sick leave pool is not to guarantee that a participating employee will not be docked in pay if he/she is absent from work due to illness and does not have sufficient sick leave days accumulated to cover the absence.
 2. The sick leave pool is designed as a safety net to protect the income of the employee in case of catastrophic illness, an injury, or an infirmity. In most cases common illnesses, common injuries, and common infirmities causing a period of recovery, whereby, an employee is unable to work, will not qualify a participating employee to draw from the sick leave pool.
 3. An illness, injury, or infirmity will not be considered catastrophic if the period of recovery or convalescence is a usual recovery time of a common illness, injury, or infirmity.
 4. This paragraph is inserted to help define the intent of the sick leave pool and to inform participants that they should not assume that the sick leave pool is originated to guarantee that a participant would never have his/her pay docked because he/she is absent from work because of illness, injury, or infirmity.

B. An eligible staff member who chooses to participate in the sick leave pool must do so not later than the second Friday, of September, of the year in which the staff member is initially eligible to participate in the sick leave pool. Intent to participate in the sick leave pool must be turned in to the business manager or the superintendent by that date and on the form provided for that purpose. (Attachment B)

1. The staff member who has joined the sick leave pool shall continue to be a member during his/her employment with the school district until the time that he/she withdraws from the sick leave pool according to the procedure outlined in Section L.
2. By becoming a participating member in the sick leave pool, the staff member will contribute three (3) days of his/her regular sick leave days to the pool, each year, by the second Friday of September of such years. Such contribution shall reduce each participating member's regular sick leave total by three (3) days.
3. Eligible staff members hired after the second Friday of September during a school year, must elect to participate in the sick leave pool within fourteen (14) days of their hiring date or they will not be allowed to join at a later date. Eligible staff members who elect not to participate in the sick leave pool shall not be allowed to join at a later date.

C. Before a participating member is eligible to draw from the sick leave pool he/she will use all accumulated sick leave days.

D. To be eligible for sick leave pool days, the participating staff member will submit a letter from a physician stating that the staff member is unable to work as an employee. The physician's statement will also list the diagnosis that caused him/her to be unable to work and will state, when, in their (physician's) judgment, the employee will be able to return to work. An updated statement from the physician must be given to the superintendent every fifteen (15) contract days in which the staff member is drawing from the sick leave pool. The Board of Education has the right to require an examination by a physician of its own choice at the expense of the school district, at any time, during the period of time, that the participant is drawing days from the sick leave pool.

1. By participating in the sick leave pool, the participant agrees to submit to such a physical or mental exam, as directed by the Board, for the purpose of determining the participant's eligibility for the withdrawal of days from the sick leave pool.
2. If the physician appointed by the Board of Education determines that the staff member is eligible to work, the determination of the physician

appointed by the Board is final and binding.

- E. All requests by eligible employees to withdraw days from the sick leave pool will be submitted to the sick leave pool committee (SLPC) for review. The SLPC will be comprised of three teachers, two administrators, two Board of Education members, and the business manager who will serve as secretary for the SLPC.
1. The teachers on the SLPC will serve a term of two years and will be elected by their peers in May of each year.
 2. One of the initial teachers to serve on the SLPC will serve for only one year.
 3. The SLPC will initially determine if the requesting staff member's illness, injury, or infirmity is catastrophic and will make a recommendation to the Board of Education as to whether or not the participant is eligible to use sick leave days from the sick leave pool.
 4. Included in the recommendation of the SLPC will be the number of days that the participant is eligible to withdraw from the sick leave pool.
 5. The Board of Education will decide the eligibility of the staff member to use sick leave days from the sick leave pool for the stated purpose.
 6. The Board of Education will determine the extent of the use of the sick leave pool.
 7. The decision of the Board of Education is final. (Neither the decision of the SLPC nor that of the Board of Education may be grieved.)
- F. Participants approved for withdrawal of sick leave pool days will be reimbursed at a rate of 60% of their regular *base pay* salary (not including extra-curricular, pay for being a sponsor, extended contract, etc.), per day, for the number of days approved.
- G. All eligible members will be able to withdraw a maximum of ninety (90) days from the sick leave pool, per year, provided the pool contains the number of days being requested.
- H. To retain membership in the sick leave pool, a member will contribute three (3) days a year of his/her sick leave by the second Friday of September. This three day contribution will be waived when the sick leave pool has an accumulation of 500 days on July 1 of any school year. The three days contribution will be reinstated whenever the sick leave pool's accumulated days fall below 350 days on July 1 of any school year.
- I. A new employee that elects to participate in the sick leave pool must initially contribute three (3) days to the pool regardless of the number of days accumulated in the sick leave pool.

- J. Whenever a staff member withdraws at least thirty (30) days from the sick leave pool during the school year, that member is ineligible to draw from the sick leave pool the next school year.
- K. If a staff member draws workman's compensation disability funds, he/she will not be allowed to draw days from the sick leave pool at the same time.
- L. If a staff member chooses to withdraw his/her membership from the sick leave pool, he/she may do so by making a written request to the SLPC by the second Friday in September (for the school year in which it is to apply). This withdrawal is considered permanent and the member cannot rejoin at a later date.
- M. Upon withdrawal, the staff member will not be able to withdraw any of the sick days that he/she has contributed to the sick leave pool.