

Article 5.0 – Leaves

5.1 Illness, Injury, and Emergency Leave – Twelve (12) days of illness, injury, and emergency leave shall be granted each year to all full-time employees for illness, injury, and emergencies. Employees whose employment is terminated prior to the end of the contract year shall earn illness, injury, and emergency leave prorated proportionally. The length of illness, injury, and emergency leave for the first year for employees starting their term of service after the beginning of the year shall be prorated according to the months remaining in the year. Illness, injury, and emergency leave shall be accumulated to the maximum allowed by state law.

In general, emergency leave is provided to cover absences from work for reasons that are unforeseen and beyond the control of the individual, i.e., serious illness within the immediate family or a close personal friend. All leave under this provision must have prior approval of the Superintendent or his or her designee. However, it is recognized that, in some cases, time may not permit prior approval. If a precedent has not been established, these cases will be evaluated upon the employee's return.

An employee who will be absent for the day must notify the District at least one (1) hour before school starts. While on illness, injury, and emergency leave, the employee shall notify the Principal of his or her intention for the next day as soon as possible, preferably before school is out in the afternoon. Principals may deviate from the above procedure if they feel a different method works best for their situation. Failure to comply with the reporting method outlined may result in loss of pay, especially if the Principal does not receive sufficient notice and a substitute has been called for duty. Deductions for salary purposes and illness, injury, and emergency leave time will be based on one-half (1/2) and full days only. Absences will be reported using the District's online substitute system.

5.1.1 Maternity Leave – Temporary disability leave will be granted for pregnancy. An employee requesting maternity leave shall give written notice to the District as far in advance as possible and at least thirty (30) days prior to commencement of leave. The request for leave should include the anticipated date of birth; the estimated date leave is to begin; and the estimated date of return from leave.

The employee may continue to work until, in the judgment of her physician, her work or her health will be impaired by her condition.

Illness, injury, and emergency leave shall be granted for maternity, if the employee is eligible for such, for the time that her health care provider certifies that she is unable to perform her normal duties as an employee because of her health or disability.

Employees may use maternity leave in conjunction with unpaid infant care leave as provided for in section 5.4.1.

Commencing January 1, 2020, employees may be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. Eligibility criteria for this program are established by the State. Information on this program is available through the Human Resources Department.

5.2 Bereavement Leave – Employees shall use discretion in accessing bereavement leave. Bereavement leave shall not be accumulated and shall not be taken from sick leave. The District shall allow certificated employees up to five (5) days per occurrence of paid bereavement leave in the event of death of members of the household, spouse, siblings, parents, children (or anyone having the position of child, parent, or sibling who at one

time resided in the same household), grandparents, grandchildren, foster children, mother or father-in-law, and son or daughter-in-law. The District shall allow up to three (3) days per occurrence of paid bereavement leave up to a total of six (6) days per year for aunts, uncles, siblings in law, and anyone having the position of child, parent, or sibling who are not included in the five (5) day provision, or to attend the funeral of a close personal friend. Under extenuating circumstances additional emergency leave may be accessed at the discretion of the Superintendent or the designee.

5.3 Illness, Injury, and Emergency Leave Sharing – Employees may donate illness, injury, and emergency leave to another employee subject to the following:

The donating employee must have an accrued illness, injury, and emergency leave balance of more than twenty-two (22) days.

The donating employee cannot request a transfer that would result in his or her illness, injury, and emergency leave account going below twenty-two (22) days.

An employee who receives leave under this section will retain his or her status as a District employee. An employee who receives leave under this section in excess of what is immediately used may be permitted to retain the donated leave until the District determines that the donated leave is no longer needed, or will not be needed at a future time, in connection with the illness or injury for which it was originally transferred.

5.4 Extended Leave

5.4.1 Leave Without Pay, but with Job Security – Upon timely return from leaves in this section, the employee shall be placed in the same position subject to necessary transfers. Leaves extended beyond one (1) year require placement only in a similar position.

Employees on one-year leave must notify the District in writing by December 1 of their leave year of their intention to return for the following school year. Failure to do so terminates employment.

5.4.1.1 Family Leave – This leave shall be granted in compliance with Federal and State law and shall include absence without pay but up to twelve (12) weeks paid medical benefits to qualified employees.

5.4.1.2 Professional – Upon the Board's approval, a leave will be granted for employees who have completed one (1) year with the District to enable the employee to professionally improve.

5.4.1.3 Infant Care – Leave shall be granted to any employee for early infant care provided the District receives the application for infant care leave forty-five (45) days prior to the estimated date of the commencement of the leave. Such leave may be granted for up to one (1) calendar year and may be extended at the discretion of the Superintendent or his or her designee/designee.

5.4.1.4 Adoption – An employee adopting a child shall be granted leave without pay for a period up to one (1) calendar year.

5.4.1.5 Extended Illness – Leave shall be granted for extended illness for a period of up to one (1) calendar year. A written application for such leave must be accompanied by a statement from the employee's health care provider indicating the nature of the illness and definitely recommending that the employee be relieved of duty.

- 5.4.1.6 Association Leave** – Upon request of the Association, one (1) employee shall be granted leave up to one (1) school year to engage in state (WEA) business or national (NEA) association business.
- 5.4.1.7 One Year Leave** – Leave shall be granted for personal reasons for a period of one (1) year. The applicant must have a total of ten (10) years of experience in Oak Harbor Public Schools. A written application for such leave must be submitted to the District by April 15 of the year prior to the school term for which leave is being requested. Leave will be limited to one (1) leave per employee every ten (10) years non-accumulative.
- 5.4.1.8 Short-Term Leave** – Upon approval of the Superintendent or his or her designee/designee, an employee shall be granted short-term leave without pay for up to ten (10) working days.
- 5.4.1.9 Public Office Leave** – The District shall grant leave to an employee who has been elected to governmental office. Such leave shall be for a minimum of forty-five (45) consecutive days and a maximum of the elected term of his or her service in the elected office. The employee shall retain seniority while on public office leave. Upon his or her return, the employee will be placed in the same or similar position for leaves of more than one (1) year. This leave may be extended or modified at the discretion of the Superintendent or his or her designee.

5.4.2 Leave With Compensation and Security

- 5.4.2.1 Sabbatical Leave** – Upon Board approval and under such terms as the Board designates, leave with partial compensation granted for travel or further study for the professional improvement of employees may be granted in accordance with the following guidelines:
- 5.4.2.1.1 Eligibility** – The applicant must have a total of five (5) years of experience in the District. A proposed itinerary must be filed with the application.
- 5.4.2.1.2 Application for Leave** – Applications should be submitted, in writing, on or before December 1 but not later than February 15 of the year prior to the school year for which leave is being requested. The number of employees on leave shall not exceed two-percent (2%) of the total certificated staff of the District and will be limited to one (1) leave per employee every five (5) years. All applications for sabbatical leave will be reviewed by a committee made up of two (2) employees appointed by the Association and two (2) Administrators. This committee will report to the Superintendent and recommend approval or disapproval of the applications reviewed. The final decision whether or not to grant the leave request rests with the Board. Employees who apply for such leave will be notified of Board approval or disapproval no later than April 5.
- 5.4.2.1.3 Compensation During Leave** – Compensation shall be at the rate of fifty-percent (50%) of the employee's basic salary for the year during which leave is to occur. If an applicant receives a financial grant in aid which is less than his or her

basic salary, the District will pay the difference between that grant and the basic salary; provided, however, that the amount paid by the District shall not exceed fifty-percent (50%) of the employee's basic salary.

5.4.2.1.4 Returning to Employment – The recipient of a leave must agree to return to the employment of the District for the year following the leave unless otherwise approved by the Board. As a condition of granting the leave request, the employee will be required to sign a promissory note for the amount to be paid by the District while on leave, which will be voided when the employee has completed one (1) year of service in the District following leave.

If the employee does not return to the District for reasons other than sickness, injury, or death, the note will be payable within twelve (12) months, with interest computed at two-percent (2%) above prime lending rate then quoted by Washington State commercial banks.

5.4.2.1.5 Reporting to the Board – Upon return from sabbatical leave, each employee will report to the Superintendent and the Board, giving the substance of the program in which he or she was engaged.

5.4.2.2 Exchange Teaching – Upon the Board's approval, a leave will be granted for exchange teaching and/or teaching in overseas dependents' schools without loss of experience increment and in accordance with the following principles:

5.4.2.2.1 Eligibility – The applicant must have a total of five (5) years of satisfactory experience in the District prior to departing for an exchange and then may apply no more than once every five (5) years. Some specialized positions may not have suitable foreign counterparts.

5.4.2.2.2 Application for Leave – Application letter from the employee should be submitted to the Superintendent along with an approval and support letter from the employee's supervisor. Normally, only one (1) application will be approved per building per year.

5.4.2.2.3 Compensation During Leave – The employees will receive his or her normal compensation during the exchange. There will be no District compensation for the exchange teacher.

5.4.2.2.4 Return to Employment – It is expected that the employee will return to their assignment for at least one (1) year following the exchange.

5.4.2.2.5 Reporting to the School Board – Upon return from the exchange, each employee will report to the Superintendent and the Board, giving the substance of the exchange.

5.5 Compensated Temporary Leave from Duty

5.5.1 Public Service Leave – Upon prior approval by the Superintendent or his or her designee/designee, leave with pay for public service shall be granted. Public service is defined as:

5.5.1.1 Jury Duty – When an employee serves on jury duty, a leave will be granted at full pay for each day such jury duty requires. The employee will reimburse the District with any fees or payment received for such duty.

5.5.1.2 Appearance in Court – Appearance in court or under subpoena as a witness in an action to which neither the employee nor the Association is a party, unless subpoenaed by the District.

5.5.1.3 Military Training Duty – Pursuant to RCW 38.40.060, any employee who is a member of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States, or of any organized reserve or armed forces of the United States shall be entitled to and shall be granted a paid military leave of absence from District employment for a period not exceeding twenty-one days during each year beginning October 1st and ending the following September 30th in order that the person may report for required military duty, training, or drills including those in the National Guard under Title 10 U.S.C., Title 32 U.S.C., or state active status. Such leave is in addition to any other accrued paid leave available under this Agreement.

5.5.1.4 State of Emergency – To volunteer to assist in emergency response when a county, state and federal declaration of “state of emergency” has been made. Not to exceed ten (10) work days.

5.5.1.5 Conference or Seminar Leave – Upon prior approval by the Board or its designee, leaves may be granted to employees to attend meetings, conferences, symposiums, and seminars at which concerns vital or useful to education are the subject of discussion. Employees on such leave shall receive their basic salary. Necessary expenses shall be paid by the employees or outside agency. When the employee is specifically designated as the District representative to such meeting, the employee's expenses, including substitute costs, shall also be paid by the District.

5.5.2 Annual Leave – Up to three (3) days annual leave, with pay, may be granted to each employee each year. Employees may carry over up to two (2) annual leave days not to exceed a total five (5) annual leave days in any one (1) year. Application for annual leave shall be processed in advance using the Certificated Staff Attendance Form. The employee shall give notice for such leave, identifying it as annual leave, to the Principal or immediate supervisor forty-eight (48) hours in advance of taking said leave. In situations when advance notification cannot be given, the Principal or immediate supervisor shall be notified as soon as possible.

Annual leave shall be granted for family and personal reasons.

Annual leave may not be used during the first two (2) instructional days of the school year or during parent-teacher conferences, provided that certificated employees whose work assignments do not normally require them to conduct parent-teacher conferences may use annual leave during parent-teacher conferences with prior approval of their supervisor. No more than five (5) consecutive annual leave days may be taken at any one time. Further, no more

than two (2) annual leave days each may be taken connected to the Winter and Spring break holidays.

No more than eight-percent (8%) of the employees in any school building or five-percent (5%) of the total work force of the District shall be granted annual leave on any one (1) instructional day provided, that these limits do not apply to employees who do not require a substitute.

The above restrictions may be waived by the Human Resources Department for honors and awards to a spouse or child (i.e., graduation, state tournaments, college musical or drama presentations, professional awards) as well as military send-offs and homecomings.

In cases where more than the percents allowed apply for annual leave, leave shall be granted on the basis of order of application.

Annual leave may be exchanged for additional optional days, at the rate of one (1) annual leave day for one (1) day, per diem. The use of optional days is governed by Article 6, section 3 of this Agreement.

Unused annual leave days may be cashed out at the end of the school year at the per diem rate not to exceed a cash out of two (2) days in any one (1) year. The additional compensation will be paid no later than the August paycheck.

5.5.3 Employee Administrative Leave – Employees accused of misconduct, which in the judgment of the District’s administration is appropriate for investigation, shall be placed on administrative leave or reassignment with pay in compliance with Board policy.

5.6 Other Leave Terms and Conditions – Nothing in this Agreement shall be construed to prevent the Board or its designee from granting extended or temporary leaves on terms more favorable to the employee than herein set forth.

5.7 Association Leave – The Association President shall be entitled to the equivalent of ninety (90) days of paid leave per year. The hours and days of said leave shall be mutually agreed upon by the Association President and the District Superintendent. The President's leave shall be used for such things as attending meetings with members of the bargaining unit, attending meetings with school administrators, attending meetings of the District’s Board of Directors, engaging in collective bargaining, processing grievances, communicating with staff members and the school administration regarding the administration of the Collective Bargaining Agreement, and dealing with the foregoing and other matters in order to maintain harmonious employer-employee relations.

The District shall provide up to thirty (30) additional days of released time for the use of Association members to conduct Association business. The Association shall reimburse the District for the cost of substitute employees at the rate for substitutes for each day so used. These days do not include joint study groups, District-Association negotiating sessions, and WEA or NEA workshops for the sole purpose of the improvement of teaching. Requests for attendance at these activities shall be processed per District procedures for conferences or seminars.

The District shall provide up to fifteen (15) leave days for teachers attending to WEA or NEA business when the District is reimbursed for said leave by the WEA or the NEA.

Additional days for Association or WEA and/or NEA business may be requested of and granted at the discretion of the Superintendent.

5.8 Job Share - The District shall consider applications from employees wishing to share a job in accordance with Board Policy.