

Monument School District 8

Code: GCBD
Adopted: 1/11/07
Orig. Code: GCBD

Leaves and Absences

Leaves of Absence

The district Board shall provide the following leave of absence opportunity for all staff members in the interest of the employee, the pupils, and the purposes of the district. Employees shall attempt to give as much warning as possible prior to exercising leave privileges and shall advise their supervisor when they expect to return to work. Any terms or conditions of district policy on leaves of absence may be modified or superseded by a valid collective bargaining agreement approved by the district Board.

Leaves of absence with pay include sick leave, personal leave, military leave, jury services, court appearances, family and bereavement leave, and other according to the negotiated agreement.

Sick Leave

1. Sick leave is defined as absence from duty because of an employee's illness or injury.
2. Each employee shall receive ten (10) days of sick leave, or one day per month employed, whichever is greater, for each school year. Sick leave pay is based upon the employee's normally scheduled number of hours per workday.
3. Unused sick leave days may accumulate without limit.
4. Sick leave shall be credited on the first day of employment for the fiscal year.
5. On or before November 1 of each school year, each employee shall receive a statement of accumulated sick leave days.
6. In the event an employee requests sick leave benefits, the District may require verification from the employee's physician that illness or injury prevents the employee from working.
7. In all cases when sick leave is used, the employee shall verify on a standard form the reason for any absence from duty.

Personal Leave

1. Personal leave may be granted to a member who has a need to conduct personal business which cannot be conducted outside of district business hours.
2. The superintendent shall be notified at least three working days in advance, unless leave is an emergency.
3. Personal leave days are non-accumulative.

4. One day of personal leave will be granted during the first year, two days during the second year, and three days during the third and thereafter.

Military Leave

The district will grant military leave to employees on duty with a uniformed service in accordance with applicable state and federal law. Employees requesting military leave are required to provide written notice as soon as practicable following notification of military call up or reservist duty, unless precluded by military necessity.

Military leave exceeding 15 days is unpaid leave. Employees may use any accrued vacation or similar leave during the period of service exceeding 15 days.

While on military leave, the employee will receive the same benefits as other employees on leave, as well as the following:

1. The employee may continue enrollment in the district's health insurance plan. During the first 18 months of leave, the employee may be required to pay any employee contribution required of other employees on a leave of absence. If the leave extends beyond 18 months, the employee will be required to pay not more than 102 percent of the full premium;
2. Upon return from military service, the district will give retroactive employer contributions to the Public Employees Retirement System on the same basis as if the employee had not left, provided the employee was an enrolled member at the time of the leave. The employee may repay any required employee contributions over a period of three times the military service leave period or five years, whichever is less.

An employee on duty with a uniformed service is entitled to reemployment for a maximum of five years, unless retained on active duty because of war or national emergency. An individual returning from military leave shall notify the district of his/her intent to return.

An individual reemployed under this policy is entitled to the seniority and other currently existing rights and benefits the individual had when service started, plus the additional seniority and similar rights and benefits that would have been accrued if employment had been continuous.

This policy does not apply if the employee has been separated from service with a dishonorable or bad conduct discharge or under other than honorable conditions.

Jury Service

1. If an employee is called for jury duty, he/she shall be granted a paid leave of absence. The District, however, reserves the right to petition the court or other tribunal to excuse the employee called for such duty.
2. If provided with a fee for jury duty, the employee shall submit it to the District; however, the employee shall retain all mileage and expense monies.
3. If an employee is required by the District to attend a legal proceeding, such attendance shall be with pay.

Appearance Before a Court

Appearance before a court or legislative committee or other judicial body as a witness in response to a subpoena shall be granted. Any notification for appearance other than under compulsion, similar in effect to a subpoena, must be approved by the principal. Fees* paid for such service shall be payable to the school district. If pay shall exceed the teachers' pay, the teacher shall retain the excess. Employees who have need to appear in court as a litigant: i.e., engage in a lawsuit as a principal without pay at the discretion of the principal.

Family and Bereavement Leave:

Each member shall be allowed up to five days leave with pay, non-accumulative, to be used in cases of hospitalization or death in the immediate family. The immediate family includes spouse, son, daughter, mother, father, sister, brother or grandparents of either member or spouse whether or not living in the members, household.

Leave Without Pay

Leave without pay may be authorized by the superintendent/principal, when it is considered urgent. The days shall be deducted from the employee's salary in an amount equal to one day's salary for each day of absence.

All requests for extended leaves of absence without pay should be in writing and be presented to the principal and school Board. Except in cases of emergency, an employee desiring a leave of absence shall make the request at least thirty (30) days prior to the period for which the leave is to be granted. Leaves of absence, if granted, will not exceed one (1) year.

Temporary Disability Leave

Temporary disability leave may be granted for extended illness, injury, pregnancy, etc. when requested in writing from the granted by the Board.

Maternity Leave

Prolonged absence from duty by female employees for reasons of pregnancy, childbirth, and related conditions or occurrences:

1. The pregnant employee should notify the administration of the expected date of arrival of the child as far in advance of the expected arrival as possible.
2. The employee will not be required to commence maternity leave at any point before the ninth month unless she so chooses or it is advised to do so by her physician or if her condition makes it impossible for her to satisfactorily perform the duties of her job. It is hoped the employee will begin her maternity leave at such a time as to cause the least disruption in the operation of the school.
3. The employee may return to work following the termination of the pregnancy provided she has the permission of her physician and the physician states that she is capable of satisfactorily performing the duties of her job.

4. In the event the employee does not return to work when she meets the requirements in “3 “ above, or at the end of 12 weeks after meeting the requirements, she will be considered to have voluntarily resigned her job.
5. Sick leave may be used when the pregnant employee is absent for morning sickness, etc. Sick leave may also be used when the employee is on maternity leave. That is, one day sick leave may be taken for one day of maternity leave until any accumulated sick leave is exhausted.

END OF POLICY

Legal Reference(s):

[ORS 342.596](#)

[ORS 408.290](#)

[ORS 332.505](#)

Consolidated Omnibus Budget Reconciliation Act of 1985, 42 U.S.C. §§ 300bb-1 – 300bb-8 (2006).

I.R.C. § 4980B(f)(4) (2006).

Employment and Reemployment Rights of Members of the Uniformed Services, 38 U.S.C. §§ 4301-4334 (2006).

Cross Reference(s):

GBDB - Leaves and Absences

Job Descriptions and Negotiated Agreements