

Mutual Proposal
Article VIII, Sections A & C
Rules Governing and Unpaid Leaves
July 29, 2024

ARTICLE VIII -- LEAVES OF ABSENCE

SECTION A - Rules Governing

1. Any SRP on approved leave shall retain seniority rights. No approved leave shall be considered a break in service for any reason, but seniority shall not be accrued during that time except in the case of Military Leave or the Union President's leave.
 2. Any SRP on approved leave with pay shall be eligible for all benefits during the period of the leave including but not limited to retirement and retention of employment status.
 3. During any approved leave of absence, the SRP shall have the right to participate in all group fringe benefit plans provided by the Board. In the event the leave is unpaid, the SRP shall be permitted to make his/her own and the Board's regular contributions to all benefits requiring such contributions.
 4. Any SRP on approved, extended leave who returns to the position held prior to going on leave without a break in service shall be placed on the appropriate salary range upon return. If the SRP does not return to the position held prior to going on leave or if there is a break in service, salary range placement shall be governed by the rules in effect at the time of rehire. However, those SRP returning from Military Leave within the time legally stipulated shall be advanced to the appropriate position on the salary range as if they had been in actual service in the district.
 5. a. Positions at the SRP's worksite at the time of beginning a leave shall be held for SRP who are granted unpaid leave under the following conditions:
 - 1) Unpaid Health Leave not to exceed one hundred and ten (110) working days. If eligible, up to twelve (12) weeks or sixty (60) days of Family and Medical Leave (FMLA Leave) will run concurrently;
 - 2) Child Rearing Leave for up to one hundred and ten (110) working days. If eligible, up to twelve (12) weeks or sixty (60) days of Family and Medical Leave (FMLA Leave) will run concurrently;
 - 3) Military Leave for the period of time obligated to serve in accordance with applicable law;
 - 4) Education Leave for a period not to exceed one (1) year;
 - 5) Civic Participation Leave for up to one (1) year at a time for a period not to exceed the term of office;
 - 6) Family and Medical Leave (FMLA Leave) for up to twelve (12) weeks;
 - 7) Union President's and Union-designated leave as explained in Article III, Section A, paragraphs 12, 13, 14 and 15;
 - 8) SRP's paid leave will run concurrently with unpaid leave except when an employee designates FMLA leave to be unpaid. The Americans with Disabilities Act of 1992 will also be taken into consideration with employee leaves.
 - b. Upon request, a SRP shall be granted any unpaid leave listed in Article VIII, Section C-Unpaid Leaves under the provisions stated therein for which he/she qualifies for a period up to one year, but his/her position shall not be held except for SRP who are granted Civic Participation Leave, Education Leave, Military Leave as described in (5)(a)(3), FMLA Leave, or Union President's and Union-designated leave. Further, no extension of leave beyond one (1) year shall be granted except for Civic Participation Leave, Military Leave, or Union President's and Union designated leave.
 - c. If it is necessary to remain on leave in excess of 110 days, the employee's status will be changed to "Human Resources on Assignment." That designation will remain for the remainder of the current year and if necessary, the entire following school year. If the employee is able to return before the end of the second school year, they will be given an opportunity to apply, as an internal candidate, with no break in service or a need to be re-fingerprinted. In the event the employee is still unable to return after the second year being "human resources on assignment" they will be released from employment from the District.
6. Persons hired to replace SRP who are on extended, unpaid leave and whose position is being held will be notified prior to employment that their appointment is only for the period of time that the SRP is on leave. In the event that the SRP does not return from leave or extends his/her leave and no longer qualifies for the position to be

held, the person occupying the position shall continue in the position. Prior to recommending approval of an extended, unpaid leave, the worksite supervisor shall inform the SRP in writing whether or not his/her position will be held for the return of the SRP from leave. If the position will not be held, the SRP will be terminated at the end of his/her leave. However, a SRP will be given consideration for other positions for which he/she may be qualified when he/she is ready to return from leave.

7. If a SRP has exhausted all paid leave and is still unable to work because of personal illness or injury, he/she will be granted unpaid Health Leave and his/her position will be held, up to a total of one hundred and ten (110) days for paid and unpaid leaves combined.
 - b. Paid and unpaid leave granted under the provisions of Article VIII, Section C-7 a) 5), Family and Medical Leave (FMLA), based on the serious health condition of the SRP, will be counted toward the days available for Health Leave, and will be counted toward the one hundred and ten (110) days of Health Leave in which a SRP's position will be held.
8. A SRP who is absent without leave on a temporary basis shall not be subject to loss of pay and/or subject to reprimand or dismissal if said absence is beyond the individual's control and the SRP is unable to notify the worksite supervisor or designee and said SRP is eligible for paid leave during his/her absence. Upon request by the worksite supervisor or designee, reasonable documentation, if the situation permits, and/or explanation will be furnished by the SRP at the earliest possible time.
9. When a SRP receives an unpaid leave of absence after the beginning of the second semester that extends to the end of the school year, the number of days remaining to be paid to the SRP shall be divided by the number of days in the SRP regular payroll check to determine the number of pay periods for which the school district will pay benefits except as provided for FMLA Leave.
10. When bus routes are picked at the beginning of the school year, a Bus Driver or Transportation Assistant on extended leave for whom a position is not being held who wishes to return from leave and is otherwise qualified to pick a route will be permitted to do so in regular seniority order provided that a vacant Bus Driver or Transportation Assistant position exists at that time.

SECTION C - Unpaid Leaves

Positions shall be held for SRP who qualify for unpaid leave under the conditions as described in Article VIII -- Leaves of Absence, Section A - Rules Governing, subparagraphs 5 and 6. A SRP's paid leave will run concurrently with unpaid leave except when an employee designates FMLA leave to be unpaid.

1. **Child Rearing Leave**
 - a. A leave of absence without pay for a period of up to one (1) year shall be granted for child rearing. Said leave shall be granted in connection with childbirth, adoption, or death of the other parent.
 - b. Requests for such leave shall be made in writing to the Office for Human Resources and Educator Quality at least thirty (30) days, when possible, prior to the commencement of the leave.
 - c. The SRP's position shall be held for up to one hundred and ten (110) working days.
 - d. Any days granted for the purpose of child rearing under the provisions of Article VIII, Section C 7 a), 1), 2), or 3), Family and Medical Leave (FMLA), will be counted toward the one (1) year that may be granted as Child Rearing Leave under this section.
2. **Military Leave**
 - a. All SRP drafted for military service or called to active duty with reserve components shall be granted a leave of absence in accordance with applicable law.
 - b. The SRP's position will be held for the time obligated to serve up to 110 days. After 110 days, a position for the SRP will be held in the District but his/her position at a specific worksite at the time of beginning leave will not be held.
3. **Education Leave**
 - a. Upon request, a SRP with two (2) or more continuous years of service in the district may be granted a leave of absence without pay for a period not to exceed one (1) year for the purpose of furthering his/her formal education under the following conditions:
 - 1) the SRP must complete at least fifteen (15) credit hours each semester or the equivalent number of credit hours each quarter or the equivalent technical or trade credit while on leave;
 - 2) the SRP must be enrolled as a degree-seeking student or equivalent technical or trade certification;
 - 3) the SRP must attend a college or university accredited by a regional accrediting association or, in the

case of a trade or technical school, an equivalent crediting association.

Completion of a final education internship will be considered the equivalent of completing fifteen (15) credit hours for the purpose of satisfying the education leave requirements outline above. Correspondence study, even if it satisfies the conditions stated above, shall not qualify for this leave. In the case of a SRP attending a trade or technical school, the program in which the SRP is enrolled must be one which, in the judgment of the Board, is perceived to be of benefit to the district. At the expiration of the leave and prior to returning to work, the SRP must present written documentation to verify that the above conditions have been satisfied. In the event all conditions have not been met, the SRP shall waive the right to return to the position held prior to applying for leave and shall be terminated from employment at the expiration of the leave. Such leave shall not be granted more than once in any five (5) year period.

b. The SRP's position will be held for a period not to exceed one (1) year.

4. **Civic Participation Leave**

a. Upon request, a SRP shall be granted Civic Participation Leave without pay.

b. Such leave includes, but is not limited to, the following: election or appointment to a constitutional office in a federal, state, county, or municipal government or subdivision thereof.

c. The SRP shall notify the Board in writing of his/her intention of accepting such office or assignment and shall keep the Board informed of his/her status at annual intervals thereafter. Such leave shall be renewed yearly, upon application, for a period equal to the term of office to which said SRP has been elected or appointed.

d. The SRP's position shall be held for up to one (1) year at a time for a period not to exceed the term of office.

5. **Health Leave**

a. Upon request, a SRP shall be granted a leave of absence without pay for up to one (1) year for reasons of poor health as certified by a licensed medical physician. With the exception of FMLA Leave, such leave shall not be granted more than once in any five (5) year period; however, subsequent leave of up to one (1) additional year may be approved by the Superintendent or his/her designee upon the employee documenting extenuating circumstances.

b. Unpaid leave granted under the provisions of Article VIII, Section C 7 a) 5), Family and Medical Leave (FMLA), based on the serious health condition of the SRP, will be counted toward the days available for Health Leave, and will be counted toward the 110 days of Health Leave in which a SRP's position will be held.

6. **Extended Personal Leave**

a. Upon request, a SRP with two (2) or more continuous years of service in the district shall be granted a leave of absence without pay for up to one (1) year for other reasons than those stated in C 1, C 2, C 3, C 4, or C 5 provided that the primary purpose shall not be to engage in gainful employment.

b. The reason for such request shall be stated in the application for leave.

c. The SRP's position will not be held.

7. **Family and Medical Leave Act (FMLA)**

a. Family Medical Leave begins as soon as an individual discloses a qualifying event, at which time the Board will grant an eligible employee (as defined in subparagraph b) of this section up to a total of twelve (12) weeks of leave in a twelve (12) month period for one or more of the following reasons:

1) the birth of a child of the employee and care following the child's birth.

2) the adoption of a child by the employee including the events and process leading to adoption, and care following the adoption.

3) the placement and/or care of a child in the foster care of the employee.

4) the care of a child, spouse or parent of the employee who has a serious health condition (as defined in Part a) 5). For purposes of this paragraph: (a) the term "spouse" means a husband or wife as defined or recognized under State law for purposes of marriage; (b) the term "parent" means a biological parent or an individual who stands or stood *in loco parentis* to an employee when the employee was a child – this term does not include parents "in law"; (c) the terms "son" or "daughter" mean a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis*, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability.

When an employee takes FMLA leave for the care of a child, spouse, or parent of the employee which results in the death of such child, spouse, or parent of the employee, the Board will provide unpaid leave and benefits for a maximum of five calendar days from the date of the death of such child, spouse, or parent of the employee.

- 5) the treatment of a serious health condition which prevents the employee from performing his/her job. A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
 - a) any period of incapacity or treatment in connection with or consequent to in-patient care (i.e., an overnight stay in a hospital, hospice, or residential medical care facility);
 - b) any period of incapacity requiring absence from work, school, or other regular daily activities, of more than three (3) calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider; or
 - c) continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days; or for prenatal care.Voluntary or cosmetic treatments which are not medically necessary are not "serious health conditions" unless inpatient hospital care is required.
- b. In order to be eligible, the employee must have been employed by the Board for at least one year, and the employee must actually have received pay for 1,250 or more hours from the Board during the twelve (12) month period immediately preceding the unpaid leave. Holidays, earned Sick Leave, and vacation time for which the employee has been paid but has not worked shall be included in the calculation of the 1,250 hours. Workers' Compensation, suspension with pay, Sabbatical Leave, Sick Leave Bank days, Voluntary Sick Leave Donation days, and days transferred from family members for which the employee has been paid will not be included in the calculation of the 1,250 hours. Should a SRP apply for FMLA Leave based on the serious health condition of the SRP as described in subparagraph 7 a) 5), and such requested leave immediately follows Sick Leave Bank days which were granted for the SRP's serious health condition, the twelve (12) month period in which the SRP received pay will be calculated prior to the first day of approved Sick Leave Bank.
- c. The FMLA Leave mentioned in this section is subject to the restrictions and privileges pursuant to the Family and Medical Leave Act of 1993:
 - 1) An employee will use all available unused earned paid sick time concurrently with FMLA unless he/she elects to go unpaid during the time of FMLA. FMLA will run concurrently with all paid leave.
 - 2) The decision to go unpaid during the time of FMLA will remain in effect for the full duration of the FMLA leave, is non-revokable, and must be declared within five days of receiving notification that the FMLA leave is approved.
 - 3) The employee will be restored to his/her former position unless the employee's position has been affected by reduction in force and/or layoff.
 - 4) The Board shall require materials documenting the reason for the leave before granting a leave of absence under this section.
 - 5) It is the responsibility of the employee to obtain the necessary documentation and to furnish the documentation to the Board.
 - 6) The Board may request verification of a medical condition for which leave has been granted under this section at any reasonable interval, but not more often than once every thirty (30) days, unless:
 - a) the employee requests an extension of leave;
 - b) circumstances described by the original documentation have changed significantly (i.e., the duration of the illness, the nature of the illness, complications); or
 - c) the employer receives information that casts doubt upon the continuing validity of the documentation.
 - 7) If the Board pays the employee contribution missed by the employee while on leave, the employee will be required to reimburse the Board for delinquent payments (on a payroll deduction schedule) upon return from leave. The employee will be required to sign a written statement at the beginning of the leave period authorizing the payroll deduction for delinquent payments.
 - 8) An employee may continue coverage by continuing to pay the employee's portion of the premiums,

including dependent coverage, while on leave.

- 9) The employee must notify the Board as soon as practicable once the employee knows that a leave will be needed. For a foreseeable leave, such as for birth, adoption, or planned medical treatment, the employee must provide at least thirty (30) days notice to the Board. In all cases, the employee must furnish a request to the Board on a form provided by the Board.
 - 10) Prior to the employee's return to work from an employee disability, the employee shall submit medical certification of the employee's fitness to return to work.
 - 11) The Board retains the right to implement reasonable rules and regulations with regard to the use of leaves of absence within the requirements of the FMLA. This includes but is not limited to requiring a second opinion, at the Board's discretion, from a Board-paid doctor with regard to a medical disability, and the use of forms for requests for leave, physician documentation, and fitness to return to work.
 - 12) In the event that the Board exercises its right to a second medical opinion and the opinion conflicts with the first doctor's opinion in the medical certification, then a third opinion may be required by a Board-paid physician mutually agreed upon by the Board and employee. This third opinion will be final and binding upon the Board and the employee.
 - ~~13) Insurance eligible employees who enter FMLA with at least twenty (20) days of accrued and available sick leave for use during their leave, will be eligible to receive Board contributions for their Medical Plan, for one (1) month beyond what they qualify for under FMLA.~~
- d. Leave, except for certain exceptions described in part e) for SRP employees, commences upon the absence of the employee from work and ends on the day and time the employee reports back to work.
 - e. Leave for the birth, adoption, or placement of a child with an employee as described in subparagraphs 7 a) 1), a) 2), and a) 3), must conclude within one (1) year from the date of the birth, adoption, or placement of the child.
 - f. Leave for the birth, adoption, or placement of a child with an employee as described in subparagraphs 7 a) 1), a) 2), and a) 3), will be counted toward the one (1) year that may be granted as Child Rearing Leave under Article VIII, C-1.
 - g. Leave for the serious health condition of the SRP as described in subparagraph 7 a) 5) will be counted toward the days that may be granted as Health Leave under Article VIII, C-5.
 - h. Any Sick Leave Bank days granted during the year under the provisions of Article VIII, Section B-6, will be counted toward the SRP's annual entitlement of up to twelve (12) weeks of FMLA Leave.
 - i. **Intermittent Leave or Reduced Leave**

An eligible employee who is entitled to a twelve (12) week leave under the provisions of this section may take that leave on an intermittent or reduced leave schedule in certain cases. An intermittent leave schedule is one in which the employee may take the allowable leave intermittently, or in blocks of days at a time, as needed. A reduced leave schedule is one in which the employee's daily or weekly work hours are reduced, as needed. Leave will be granted intermittently or on a reduced leave basis in the case of the serious health conditions of the employee or of the child, spouse, or parent of the employee, provided that it is medically necessary and that a certification from a physician is obtained.

The amount of Family and Medical Leave used where an employee takes leave intermittently or on a reduced leave schedule will be determined in accordance with the applicable regulations of the Family and Medical Leave Act of 1993.

j. **Effect of Leave on Board-Paid Benefits**

During the period of leave governed by this section, the Board will pay the portion of the insurance premium (for employee only) which it normally paid prior to the leave, which includes medical, pharmacy, behavioral health, EAP and basic core life. The cost of these benefits will be paid by the Board based on the expectation that the employee will return to work following the approved FMLA Leave. Return to work means that the employee must return to work for at least thirty (30) calendar days following the conclusion of approved FMLA Leave or following the conclusion of other approved leave which is granted under Article VIII and which is immediately subsequent to the FMLA Leave. Non-contracted days during summer break, and unpaid holidays during winter and spring break will not be used in calculating the thirty (30) calendar days. If an employee does not return to work for the Board after FMLA Leave, the Board shall take necessary steps to recover the Board's share of the health premium payments made on the employee's behalf during a period of unpaid FMLA Leave unless:

- 1) the employee's position has been affected by reduction in force and/or layoff;
- 2) the employee has a continuation, recurrence, or onset of a serious health condition which would entitle the

- employee to leave under FMLA; or
- 3) other circumstances beyond the employee's control. In cases where an employee does not return to work and claims the reason to be "other circumstances beyond the employee's control," the details regarding such circumstances will be reduced to writing and submitted for review by the Board's designee responsible for FMLA Leave. The Board may require additional documentation to support the employee's claim. The Board will use applicable Federal Regulations and existing case law to determine whether the circumstances claimed by the employee as resulting in the employee not being able to return to work were beyond the employee's control.
 - a. The SRP's position will be held for 110 days.
8. **Continuous Service Health Leave Benefits**
- a. The purpose of this provision is to extend certain insurance benefits to SRP who are not eligible for those benefits under the Family and Medical Leave Act (FMLA) and subsequent language as provided in Article VIII, Section C, paragraph 7 of the School Related Personnel Master Contract because their work calendar(s) (days and hours) for the preceding twelve (12) months does not equal 1250 hours or more as required for eligibility under FMLA, but who are eligible for Health Leave under Article VIII, Section C, paragraph 5 of the School Related Personnel Master Contract.
 - b. Specifically, for this purpose an eligible SRP is one who:
 - 1) has completed ten (10) years of continuous employment by the Board;
 - 2) is in an insurance benefit earning position;
 - 3) during the twelve (12) month period preceding the unpaid health leave has been in a paid status for at least 95% of the SRP's contracted hours. Holidays, earned sick leave, and vacation time for which the employee has been paid but had not worked shall be included in the calculation of the hours. Workers' Compensation, suspension with pay, and Sabbatical Leave for which the employee has been paid will not be included in the calculation of the hours. Sick Leave Bank days for which the employee has been paid will not be included in the calculation of the hours. Should a SRP apply for Health Leave and such requested leave immediately follows Sick Leave Bank days which were granted for the SRP's serious health condition, the twelve (12) month period in which the SRP received pay will be calculated prior to the first day of approved Sick Leave Bank; and
 - 4) documents that Health Leave is required for the treatment of a serious health condition which prevents the SRP from performing his/her job. A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
 - a) any period of incapacity or treatment in connection with or consequent to in-patient care (i.e., an overnight stay in a hospital, hospice, or residential medical care facility);
 - b) any period of incapacity requiring absence from work, school, or other regular daily activities, of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider; or,
 - c) continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; or for prenatal care. Voluntary or cosmetic treatments which are not medically necessary are not "serious health conditions" unless in-patient hospital care is required.
 - c. The twelve (12) month period for entitlement of insurance benefits under this provision will be measured from July 1 through June 30.
 - d. Any insurance benefits paid as a result of the approval of days by the Sick Leave Bank under the provisions of Article VIII, Section B, paragraph 6, will be counted toward the SRP's annual entitlement of up to twelve (12) weeks of insurance benefits.
 - a. The receipt of insurance benefits as mentioned in this provision is subject to the following restrictions and privileges:
 - 1) The Board shall require the SRP to obtain and to furnish to the Board the necessary documentation of a serious health condition as described in paragraph b) 4) b, and c of this provision.
 - 2) The Board may request that the SRP provide additional verification of a serious health condition at any reasonable interval.
 - 3) The Board retains the right to implement reasonable rules and regulations with regard to the approval of

benefits based on a claim of a serious health condition. This includes but is not limited to requiring a second opinion, at the Board's discretion, from a Board-paid doctor with regard to a medical condition, and the use of forms for requests for leave, physician documentation, and fitness to return to work.

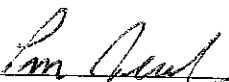
- 4) In the event that the Board exercises its right to a second medical opinion and the opinion conflicts with the first doctor's opinion in the medical certification, then a third opinion may be required by a Board-paid physician mutually agreed upon by the Board and SRP. This third opinion will be final and binding upon the Board and the SRP.

5) Board-Paid Insurance Benefits

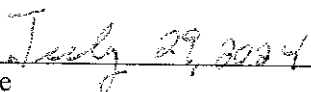
For SRP who are eligible for continuous service health leave benefits, the Board will pay the portion of the insurance premium which it normally paid prior to the leave, such as major medical, surgical, dental, life, and flexible benefits. The cost of these benefits will be paid by the Board based on the expectation that the SRP will return to work following the approved Health Leave. Return to work means that the SRP must return to work for at least thirty (30) calendar days following the conclusion of approved Health Leave or following the conclusion of other approved leave which is granted under Article VIII, and which is immediately subsequent to the Health Leave. Noncontracted days during summer break and unpaid holidays during winter and spring break will not be used in calculating the thirty (30) calendar days. If the SRP does not return to work for the Board after approved leave, the Board shall take necessary steps to recover the Board's share of the health premium payments made on the SRP's behalf during a period of unpaid Health Leave unless:

- a) the SRP's position has been affected by reduction in force and/or layoff,
 - b) the SRP has a continuation, recurrence, or onset of a serious health condition which would entitle the SRP to additional health leave, or
 - c) other circumstances beyond the SRP's control. In cases where an employee does not return to work and claims the reason to be "other circumstances beyond the employee's control," the details regarding such circumstances will be reduced to writing and submitted for review by the Board's designee responsible for approval of such leave. The Board may require additional documentation to support the SRP's claim. The Board will determine whether the circumstances claimed by the SRP as resulting in the SRP not being able to return to work were beyond the SRP's control.
- b. SRP are not entitled to more than twelve (12) weeks of combined leave in any year (July 1 to June 30) under provisions of the FMLA and Continuous Service Health Leave Benefits.

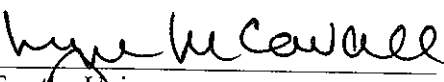
END OF ARTICLE VIII




For the Board



Date



For the Union



Date