LEAVE

This policy shall apply to all employees of the District, including certified administrators. Any employee who is determined to have abused, misused or falsified information regarding the use of any leave under this policy may be disciplined, up to and including termination.

I. Sick Leave: Sick leave shall include absence from duty because of personal illness, injury, pregnancy, or serious illness in the household or immediate family. Immediate family shall include spouse, parents, grandparents, children, grandchildren, and/or siblings, whether such relationships are by blood, adoption, or marriage. Any employee may be required to provide documentation of illness in certain circumstances.

Sick Leave shall be provided to full-time employees as follows:

1. 12 month employees (1450 hours or more) = 12 days per fiscal year;
2. 11 month employees (1250 hours or more) = 11 days per fiscal year; and
3. 10 month employees (1050 hours or more) = 10 days per fiscal year.

The Board/District will provide one (1) day of sick leave per month of duty contract. The right to such leave shall vest at the beginning of the contract period. The maximum number of days of accumulated sick leave that may be carried forward from one contract year to the next shall be unlimited, with a maximum of 120 days earned in-district (SOTC) accumulative for purposes of retirement/reimbursement. The Board will pay the standard rate normally paid a substitute teacher, as approved by the Board, per day/no fringes, per day reimbursement for accumulated sick leave/personal leave earned with in the SOTC district, up to 120 days maximum-payable at retirement, resignation and/or termination of employment. Reimbursement for unused leave must be required in writing by the employee prior to the final day of employment with the district (requested to the superintendent of the district). Any sick leave days reimbursed shall be not allowed to be transferred to another district for employees leaving the SOTC district and continuing employment at another district but may be transferred to the Oklahoma Teachers’ Retirement System.

According to applicable law, employees may transfer sick leave from another school district. The employee shall utilize transferred sick leave prior to utilizing any sick leave granted by SOTC. The District shall not compensate an employee for any accrued, unused sick leave transferred from another school district. An employee may transfer accrued, unused sick leave to another school district or to the Oklahoma Teachers’ Retirement System, according to applicable law.
If any employee exhausts all sick leave due to personal accidental injury, personal illness, or pregnancy, the employee shall receive up to 20 days “Exhaustive Sick Leave”.

Exhaustive Sick Leave requires that during a fiscal contract period, any full-time employee of the district shall have exhausted all sick leave, all personal leave, and all non-paid vacation and/or break-day leave prior to being granted the additional “Exhaustive Sick Leave.” Such leave shall be available as needed for the employee’s personal illness, injury or pregnancy for the duration of the contract period up to the maximum number of days per employee status as listed above. Exhaustive Sick Leave does not cover sick leave for immediate family members.

During any period of Exhaustive Sick Leave, the employee shall receive his or her full contract salary less the amount normally paid a substitute per each day of leave utilized, not to exceed 50% of the employee’s daily base rate of pay. Such leave shall not accumulate beyond the fiscal year and shall not entitle the employee to any additional compensation upon cessation of employment with the District.

II. Sick Leave Sharing:

A. General: The District shall allow full-time employees to donate accrued, unused sick leave to other full-time employees who exhausted all fully paid sick leave and who meet the specified criteria.

B. Definitions:

“Relative” means a spouse, child, stepchild, parent, stepparent, grandparent, or grandchild of the employee.

“Household member” means persons who reside in the same home, who have reciprocal duties to and do provide financial support for one another. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.

“Severe or extraordinary” means a serious, extreme, or life-threatening and includes temporary disability, resulting from pregnancy, miscarriage, childbirth, or recovery there from.

“Employee” means a full-time employee who is a teacher or other employee and who is employed on a regular, as opposed to temporary, basis for at least a minimum of six (6) hours per day.

C. Receipt of Leave: An employee who desires to receive donated leave may apply for donated leave of up to twenty (20) days by submitting the appropriate forms to the
Superintendent. If twenty (20) days is insufficient, the employee may reapply for an additional twenty (20) days of donated leave for a total of donated leave not to exceed forty (40) days during the employee’s career at SOTC. Donated leave may only be used by the recipient for the purposes set forth in this program. By requesting donated sick leave, the employee acknowledges that information regarding his/her health condition or the health condition of a relative may be revealed to others in order to obtain donated sick leave. The employee waives any confidentiality with respect to protected health care information which is included in an application to receive donated sick leave.

Employees/recipients of shared sick leave returning to work within the contract year are required to return one day of shared sick leave back to the donor for each actual day worked until all days are repaid to the donor or until June 30, whichever comes first.

D. Donation of Leave: An employee desiring to donate sick leave shall complete a Sick Leave Donation Form which specifies the number of days to be donated and the name of the employee or employees to whom the days are to be donated. All donations of sick leave shall be voluntary, and no employee shall coerce, intimidate, threaten, or financially induce another employee into donating sick leave. Any donated sick leave which is not used by the recipient during the occurrence for which it was donated shall be returned to the donor or donors on a prorated basis based on the days of sick leave donated to the recipient by all employees, and any returned donated sick leave shall be reinstated to the sick leave balance of each donor.

E. Criteria for Donation of Leave: An employee may donate accrued, unused sick leave to another employee when:

1. The receiving employee has exhausted or will exhaust all fully paid sick leave as a result of the employee’s pregnancy or recovery from childbirth or as a result of the employee’s, a relative’s, or a household member’s severe or extraordinary illness, injury, impairment, or physical or mental condition;
2. The receiving employee is or is likely to have to go on leave without pay or terminate employment;
3. The receiving employee has submitted a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature of the illness, injury, impairment, or condition;
4. The receiving employee has abided by all District policies and administrative regulations regarding the use of sick leave;
5. The donating employee’s sick leave balance does not fall below 60 days; and
6. Any days which are donated shall be deducted from the donating employee’s 120 days which are available for partial reimbursement upon departure from SOTC employment or transfer to the Teachers’ Retirement System.
F. **Records:** Records regarding donated sick leave shall be kept separate from other leave records. Donated sick leave shall be designed as donated sick leave and be maintained separately from all other sick leave balances.

**III. Personal Business Leave:** Full-time employees shall be provided three (3) days of personal business leave each fiscal year. Personal Business Leave shall not be cumulative and shall not be chargeable to sick leave. Unused personal business leave will be added to an employee’s cumulative sick leave at the end of each contract year. An employee desiring to utilize personal business leave shall request approval from a supervisor. Supervisors may deny a request for personal business leave when circumstances indicate that excessive numbers of employees are going to be absent for the requested day.

Full-time Employees (1050 hours or more, and less than 1450 hours annually contracted) shall be provided two (2) days of personal business leave each fiscal year.

**IV. Bereavement Leave:** An employee shall be allowed five (5) days each fiscal year for bereavement due to death in the household or family. Family shall include the employee’s spouse and the following relatives of either the employee or the employee’s spouse; parents, step-parents, in-laws, children, step-children, grandparents, grandchildren, siblings, nieces, nephews, aunts, or uncles. Bereavement leave shall not accumulate beyond the fiscal year, and the employee shall not be entitled to compensation for bereavement leave upon the cessation of employment with District. Bereavement outside the family or household which seems to merit special consideration may be requested in writing from the employee’s supervisor. The employee’s supervisor, subject to the approval of the Superintendent, may grant an employee up to five (5) additional days of bereavement leave which shall be chargeable as sick leave.

**V. Family and Medical Leave:** Pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), an employee who has worked at least one thousand two hundred fifty (1250) hours during the previous twelve (12) month period and all teachers shall be allowed up to twelve (12) weeks of unpaid leave for the following reasons: 1) the birth or adoption of a child; 2) because of any qualifying exigency arising out of the fact that the spouse, son, daughter or parent of the employee is on active duty or has been notified of an impending call to active duty status in support of a contingency operation; 3) for the employee’s own serious health condition; or, 4) to care for the employee’s spouse, child, or parent who has a serious health condition. In addition, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member. This military caregiver leave is available during a single 12-month period during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave. For purposes of the FMLA, a year shall be considered the District’s fiscal year. Prior to taking unpaid leave, an employee must utilize any accrued paid leave to which the employee is entitled. An
employee may be required to provide certification from a physician of the necessity for such leave, including the date the condition began, the anticipated duration, and the medical facts regarding the condition.

VI. **Jury or Witness Leave:** All employees shall be excused from employment without loss of pay when summoned for jury service or when subpoenaed in a criminal or civil proceeding. The District may deduct any compensation received for serving as a juror or a witness from the employee’s pay. If released by the court by or before noon, the employee shall return to work.

VII. **Military Leave:** Leaves of absence, benefits, and reinstatement will be granted pursuant to state and federal laws. It is unlawful under the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994 and 20 CFR part 1002, for the employer to refuse an employee’s leave of absence, or to discriminate in employment or reemployment based on military service, including non-career service. USERRA extends reemployment rights to individuals who have been absent from a position of employment because of military duty in the “uniformed services” as defined by the USERRA.

Employees who are considering or who have been called to service in the uniformed services should contact Human Resources for further details and obligations regarding military leaves.

VIII. **Leave of Absence:** The District Superintendent may grant, on a case-by-case, a Personal Leave of Absence for unique or extraordinary reasons that may not apply to the other types of leave of absence provided.

Any certified employee, who has a minimum of two years consecutive service as a regular full-time employee, may request an unpaid leave of absence for a period, which shall not exceed 12 months in duration in any 60-month period (calculated by using the rolling method). Requests for such leave must be made in writing, submitted to the Superintendent, and contain sufficient detail as to the reasons for the leave so that a decision may be made based on the merits of the request. As a condition of approval, the employee must state that the reason for the leave is not for the purpose of accepting other employment or other activities for direct personal financial gains. The intent for the Personal Leave of Absence must be in alignment with the mission of SOTC.

Employees on Personal Leave of Absence will be responsible for full payment of health and supplemental insurance coverage during the leave of absence. Final approval of leave without pay is contingent upon the needs of the District.

Upon the expiration of the leave, the employee may be returned to his or her former position, if available. If the employee’s position is not available, the employee may be offered another
available position for which he/she is qualified. If no position is available when the employee is able to return to work, the employee will be terminated and may apply for the next available position.

The District Superintendent has complete discretion to fill the vacated position during the employee’s leave of absence. Employees failing to return on the designated return date are subject to immediate termination of employment.

XI. Annual Leave: Annual/Vacation days are non-paid and shall be taken when the employee’s absence would cause the least hardship on the operations of the District. Procedures for Annual/Vacation Leave shall be outlined in the Administrative Regulations and/or the individual employee contracts.