
ARTICLE VII: LEAVE

1. Each teacher shall be entitled to ten (10) days sick leave with full pay during each school year. The teacher shall be entitled to use five (5) of these sick days for emergencies in his immediate family which require his presence. Teachers hired before the 2003-2004 school year may accumulate sick leave indefinitely.
 - a. Teachers hired after the 2002-2003 school year shall accrue sick leave up to a maximum of ninety (90) days.
2. Teachers whose combined age and years of service to the School totals seventy-five (75) shall, upon terminating employment with the School (unless dismissed for cause), be reimbursed for their accumulated sick days at one half (1/2) of each day's salary at the time termination occurs, as per the following example:

Salary: \$60,000 / 184 days = \$326

One Half Day's Salary = \$163

- a. Tenured teachers who are laid-off due to constriction, shall be reimbursed for their accumulated sick days at one half (1/2) of each day's salary at the time termination occurs, as per the following example:

Salary: \$60,000 / 184 days = \$326

One Half Day's Salary = \$163

- b. At the option of the teacher, reimbursement for such accumulated sick leave may be taken in one of two forms:
 1. Payment for unused sick leave shall be distributed in five (5) equal cash installments, over a five (5) year period (paid quarterly) immediately following the teacher's termination of employment.
 2. Or, a teacher (and/or his spouse) may continue to be enrolled in the School's group health care plan, as long as he/she bears the full cost of the plan. In this case, the teacher may apply his/her reimbursement to the cost of the

health care plan, up to that point at which the teacher's reimbursement is exhausted.

3. A teacher shall receive as many as two (2) days personal leave each year for personal business which cannot be scheduled on other than school time or for a personal emergency which requires immediate attention. The teacher can use one (1) of his sick days as an additional personal day, if necessary.
 - a. Any unused personal days will be added to the number of accumulated sick days acquired by the teacher.

Notice of such leave shall be given on a standard form to the principal twenty-four (24) hours in advance. In the event of emergencies such notice should be given as soon as possible thereafter.

4. Each school year, the individual teacher shall be notified in writing as to the number of sick days available to him. This notice shall be given to him during the last week of the school year. This notice shall include the recorded dates of absence when sick leave was used.
5. In the event of death in the immediate family of a teacher (a parent, spouse, child, sister, brother, parent-in-law, grandparent or relative residing in the same household as the teacher), said teacher shall be entitled to take a leave at full pay up to four (4) school days.
6. A teacher shall be granted one (1) day funeral leave for the death of aunts, uncles, brothers-in-law and sisters-in-law.
7. Disability benefits for pregnancy are to be the same as for other disabilities.
 - a. There shall be no specific point during a woman's pregnancy at which she must begin a leave of absence.

In the event of pregnancy, a teacher shall notify the principal's office in writing of her intent to take a childbearing leave. The employee may, but need not, be required to continue working until a point in her pregnancy at which she is medically unable to continue further.

Upon receipt of the above notice, the principal's office shall confirm in writing the childbearing leave of absence.

- b. There shall be no mandatory length of time set for the duration of a leave of absence due to pregnancy.

The childbearing leave of absence may, if the teacher feels it necessary extend up to the child's first birthday, and may be, at the option of the teacher, for a shorter period of time.

- c. Retention of seniority shall not be affected by a leave of absence due to pregnancy.
- d. Accrual of seniority shall not be affected by a leave of absence due to pregnancy.
- e. A teacher returning from a leave of absence due to pregnancy shall return to the same department and position which she left without loss of seniority as previously acquired. In the absence of such a position, the teacher shall return immediately to an available position within the employee's field of competency.
- f. The teacher hired as replacement for an employee on pregnancy leave shall be notified at the time of employment with this clearly stated on the teacher's contract.
- g. Sick leave benefits for disability during pregnancy are to be the same as for other disabilities and accumulated sick leave may be used up to a maximum of those accumulated during the contract term.

In cases of major medical complications, the number of accumulated sick days which may be used for child delivery may be extended only by the mutual agreement between the Board and the Association.

- 8. At least thirty (30) days prior to the child's first birthday, a teacher who was granted a childbearing leave of absence shall apply to the principal's office in writing of her desire to be granted a child-rearing leave of absence which shall not exceed beyond the child's second birthday but may, at the option of the teacher, be for a shorter period of time. The principal's office will interview the teacher after which the principal's office will confirm or reject in writing the child-rearing leave of absence.

Upon conclusion of the child-rearing leave of absence, the teacher shall return to the School in an available position, within the employee's field of competency, without loss of seniority as previously acquired.

Teachers shall notify the principal's office in writing thirty (30) days prior to her date of return. When the required date of return substantially interferes with the continuity of instruction, then the principal's office may adjust those dates to a more suitable time. The Association shall be notified in writing concerning any adjustment of said dates.

- a. A teacher who was not granted a childbearing leave of absence may apply for a child-rearing leave of absence which shall not extend beyond the child's second birthday. After careful review of the application, the principal's office shall notify the teacher and the Association in writing as to whether or not such leave is granted and its duration. Upon conclusion of this rearing leave, the teacher shall return to the School in an available position, within the employee's field of competency, without loss of seniority as previously acquired.

The teacher shall notify the principal's office in writing thirty (30) day prior to the date of his/ her return. When the requested date of return substantially interferes with the continuity of instruction, then the principal's office may adjust those dates to a more suitable date. The Association shall be notified concerning any adjustment of said dates.

9. Extended Leave: Due to unforeseen circumstances not covered by the leave clauses, a tenured teacher may find it necessary to be placed on extended leave. The teacher requesting such leave will submit to the principal's office in writing the reasons for the request as well as the expected length of time for such leave. The principal's office, after careful review of all pertinent information, will notify the teacher of the principal's decision in regard to granting such leave and the duration thereof.
10. Sabbatical: All teachers having completed their tenth year are entitled to apply to the Administration for sabbatical leave. Applications for such

shall be submitted no later than February 1st. The Administration shall notify the teacher no later than March 15th of its decision.

Remuneration to the teachers who have been granted a sabbatical leave shall be fifty percent (50%) of their annual salary for the year in which the sabbatical takes place, if a half-year of sabbatical leave is granted, or twenty-five percent (25%) of their annual salary if a half year of sabbatical leave is granted. All other benefits provided for in this Agreement shall accrue to the teachers. However, no sick leave shall accumulate during the leave.

Any teacher accepting a sabbatical leave must first agree in writing to return for a minimum of one (1) year following the leave as a condition of the leave. Failure to do so shall obligate the teacher to repay the School, as a debt and owing, all monies and benefit costs, interest and recovery costs of monies paid to him/her while on sabbatical leave.

11. Teachers who are on approved leaves, other than sabbatical, shall have the option of continuing the Medical Health Plan. The full cost of the plan will be borne by the teacher.