

ARTICLE XIII: LEAVES

Section 1. Sick Leave

- 1.1 Each teacher shall be entitled to a total of thirteen (13) sick leave days with full pay per school term. Such sick leave shall accumulate without limit. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family. The immediate family, for the purposes of this Section, shall include: parents, spouse, domestic partner, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians and any relative living in the same household. Prior to the return to duty from any serious illness or injury, a statement from a physician attesting to the physical and/or emotional and/or mental ability of the teacher to perform his/her work responsibilities must be presented to his/her immediate supervisor.
- 1.2 A Sick Leave Bank will be established to provide extended sick leave to employees who, as a consequence of an approved prolonged personal illness or hospitalization and recovery, have exhausted their accumulated sick leave. The Sick Leave Bank will be subject to the following (only exception could be child with catastrophic circumstances) guidelines:
 - 1.2.1 All employees covered by this Agreement and all Unit 10 administrators and supervisors shall have the opportunity to participate in the Bank. Participation in the Bank by an employee shall be voluntary. An employee who is not a participant in the Bank shall not be eligible to withdraw days from the Bank.
 - 1.2.2 A three-member Sick Leave Bank committee will be established each school year to act as the governing body for the administration of the Sick Leave Bank. Said committee shall consist of two (2) employees named by the Association, and an administrator named by the Superintendent. The Sick Leave Bank committee shall be authorized to promulgate written rules and regulations for the implementation and administration of the Bank. If the Board goes against the unanimous recommendation of the committee, they must state their reasons in writing.
 - 1.2.3 Employees desiring to participate in the Bank shall file written notification of such desire with the Sick Leave Committee at any time from the first full week of school through September 15 of any school year. The employee's participation in the Bank shall continue from year to year unless revoked in writing by the employee between the first full week of school and September 15 of any year. Employees must have accumulated at least 30 unused sick days to be eligible to join the Bank.
 - 1.2.4 Each employee participating in the Bank shall contribute yearly two (2) non-redeemable sick days to the Bank. If the Bank contains 500 or more days at the end of a school year, no additional contributions shall be made for the following year, except that new participants shall be required to contribute a minimum of two (2) days.
 - 1.2.5 No employee will be able to withdraw days from the Sick Leave Bank until their own accumulated sick leave days have been exhausted and a request has been presented to the Sick Leave Bank Committee for Sick Leave Bank withdrawal, accompanied by a doctor's written verification of the employee's illness.

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- 1.2.6 Members of the Sick Leave Bank will be eligible to withdraw a maximum of ninety (90) sick leave days from the Bank during a 3-year period of time.
- 1.2.7 Any days remaining in the Bank at the end of a school year will be carried forward to the next school year.
- 1.2.8 In the event the Bank is depleted of days before the end of the school year, the Bank will cease to furnish benefits for the remainder of that year.
- 1.2.9 The Sick Leave Bank will not apply for normal maternity leave or child-care or for persons receiving Worker's Compensation.
- 1.2.10 If the employee commences to draw disability benefits under the State Retirement System, she/he will cease to draw benefits from the Sick Leave Bank.
- 1.2.11 Should the Bank be dissolved for any reason with days remaining in the Bank, the days shall be returned to all currently participating employees on a pro-rated basis.

1.3 Employee Catastrophic Illness and Injury Policy:

- 1.3.1 In the event that a certified employee (i.e. ineligible for the District's sick bank) contracts a catastrophic illness or injury and in the event the said employee has insufficient sick days to complete the recovery from the incident, it will be the policy of the Board of Education to allow other employees to donate sick days up to sixty (60) school days to the individual. Employees eligible to donate sick days are those who have accumulated sick days in excess of forty-five (45) days. If the ill or injured employee commences to draw benefits under the state retirement or disability system, he/she will cease to draw benefits from donated days. Any remaining donated days will be placed in a reserve for future needs under this policy. In the event of the death of the requester, any remaining days will be placed in reserve for future needs of this policy. Donated days once accepted by the Sick Bank Committee for this purpose are non-returnable. Only the number of days requested by the ill or injured employee will be granted. Reapplication is required if the ill or injured employee needs more days than originally requested. Under no circumstances will the total of donated days allowed be more than sixty (60) school days in a three year time period. Donations will be made per incident. Employees donating sick days will utilize the form provided by the Superintendent's office. Individual records of donations will remain confidential and become part of the employee's personnel record. Once the number of donated days reaches the number required by the application, other donations will not be accepted and will be returned.
- 1.3.2 The donation of sick days to another employee will be deducted from the donor's accumulated sick days and will not be eligible for Teachers' Retirement System credit. The donor's attendance incentive will not be affected.
- 1.3.3 This policy is not available to those certified employees who have become eligible to join the District's regular Sick Bank Reserve. This policy does not apply for normal maternity leave, child care or care of relatives. (Only exception could be child with catastrophic circumstances.)

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- 1.3.4 It will be the responsibility of the Sick Bank Committee to inform the certified staff of donations needed under this policy.

Section 2. Parental Leave

- 2.1 Parental leave applies to the birth, pending adoption, adoption or placement for adoption of a child. Eligible teachers shall be entitled to twelve weeks of unpaid parental leave consistent with the Board's policy under the Family Medical Leave Act. The Board shall continue to pay its portion of the teacher's health insurance premium during any period covered under FMLA.

Parental leave may be granted by the Board without pay beyond the 12 weeks of FMLA leave. Leave shall not exceed one calendar year per pregnancy, and the employee shall retain and accrue seniority during the first year of the leave or part thereof and during any period of FMLA leave, but shall not accrue seniority for any period of the leave that is extended beyond the first year or part thereof, except as required by the Family and Medical Leave Act. The employee shall advance a step on the salary schedule provided that the employee has completed at least 80 days of the school year.

- 2.2 The employee shall notify the Director or Assistant Superintendent of Human Resources of the intent to take a maternity leave and the dates the leave is requested 30 days prior to the date the leave is to commence.
- 2.3 Sick leave may be used if needed for medical reasons if the employee is unable to work either prior to commencement of leave following the designated return to work date. Use of sick leave may require a physician's statement.
- 2.4 Subject to the regulation of the insurance carrier, employees on maternity leave may, by their own arrangement, continue their membership in the insurance plan of the District.
- 2.5 Employees returning from maternity leave shall be assigned to a position for which they are qualified, but not necessarily the exact assignment held prior to taking leave.
- 2.6 Extension of maternity leave may be granted by mutual agreement in the event of an unforeseen problem.
- 2.7 Prior to their return to duty, a statement from their physician attesting to their physical ability to resume their teaching responsibilities must be presented to their immediate supervisor.

Section 3. Personal Leave

- 3.1 The Board shall grant three (3) days personal leave per year at full pay, subject to the following conditions:
 - 3.1.1 Such leave shall be accumulative up to a maximum of three (3) days, but cannot be taken the day before or after a school holiday or vacation.

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- 3.1.2 Once an employee has accumulated the maximum of three (3) unused personal leave days, any additional personal leave days granted to the employee pursuant to this Section will accumulate as sick leave.
- 3.1.3 Any notification of personal leave shall be made at least three (3) calendar days prior to the date of the leave (except in emergencies) to the switchboard operator. No reason need be given. A voluntary reason may be given if desired. It should be understood that personal leave is for important business reasons which cannot be transacted outside of school hours. Personal leave days cannot be used next to or adjoining vacation days or holidays.
- 3.1.4 Any employee who has accumulated personal leave days prior to the effective date of this Agreement shall have all such accumulated personal leave days converted into sick days and added to her/his sick leave accumulation upon the effective date of this Agreement. Such conversion shall be reflected on the employee's paycheck stub for the payroll period immediately following the effective date of this Agreement.
- 3.1.5 This Section should not be construed that sick leave days and personal leave days are interchangeable.

Section 4. Jury Duty

- 4.1 Necessary time absent shall be allowed for jury duty. The employee shall be afforded the difference in pay between the employee's daily rate and the per diem rate for this duty. The per diem rate shall not include compensated expense for meals, travel, etc.

Section 5. Sustained Incapacity

- 5.1 In the event an employee experiences a continual illness or serious injury within a given school term which would prevent them from performing their regular duties in Unit 10, salary payments would continue for the current fiscal year or school term, provided the employee has been employed in the School District for twenty (20) years and has sixty (60) days accumulated sick leave.

Section 6. Funeral Leave

- 6.1 Reasonable time at full pay shall be granted for funeral leave for members of the immediate family. Such leave shall not be deducted from sick leave. Prior arrangements with the Superintendent or his/her designee is required for determination of the number of days to be granted. For purposes of this Section, immediate family shall be defined as follows: parents, spouse, domestic partner, brothers, sisters, children, grandparents, grandchildren, parents-in-law, sisters-in-law, brothers-in-law, grandparents-in-law, legal guardians, and any relative living in the same household. Funeral leave for other than members of the immediate family must be requested in advance, in writing, and approved by the Superintendent and shall be deducted from accumulated sick leave.

Section 7. Military Leave

- 7.1 Military leave shall be granted upon application to the Board of Education to any staff member who is inducted or enlists in any branch of the armed forces of the United States and serves no more than

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one enlisted period. They shall be accorded a position for which they are qualified at the beginning of the school term following their release from active duty, provided notice of their intent to return to the school is received not later than June 1st preceding the school year following their return. Upon return from such leave, a staff member shall be placed on the salary schedule at the level which they would have achieved had they remained actively employed in the system during the period of their absence. Sick leave shall not accrue during military leave. That which was accumulated before leave shall remain in force. Credit for military service shall not count toward the acquiring of tenure. This does not apply to employees under contract where no duties were performed.

- 7.2 If National Guard or Reserve annual tour of training should occur during the school year, the employee required to participate shall be granted temporary leave of absence. The employee shall receive their regular salary minus basic pay which they will receive from the government for each school day spent in government service.

Section 8. Sabbatical Leave

- 8.1 The sabbatical leave program is for certificated personnel. It is to be granted primarily for the purpose of improvement of the School District and secondarily for the individual's benefit.
- 8.2 The sabbatical leave may be used for such activities as research, study, and travel, with emphasis placed on special type programs that are of educational value. The sabbatical leave is not intended to merely give the recipient an opportunity to attend classes or attain an advanced degree that otherwise could be earned through evening and summer classes--unless it falls into a special program category.
- 8.3 The approval or denial of the sabbatical leave therefore will be determined by the nature of the request and its educational value as perceived by the applicant, the screening committee, and the Board of Education.
- 8.4 All applicants for sabbatical leave must have a bachelor's degree, a minimum of six (6) consecutive years full-time experience in this school system, and have at least seven (7) full years of teaching service available before mandatory retirement age.
- 8.5 The maximum number of full year sabbaticals granted annually shall be two (or four one-half year sabbaticals).
- 8.6 Sabbatical leaves may be granted for periods of one or two Unit No. 10 semesters.
- 8.7 Teachers granted sabbatical leave shall receive the minimum salary as provided by the Illinois School Code or one-half their yearly salary, whichever is greater. Salaries will be paid bi-weekly to those on leave the same as those on regular service.
- 8.8 The sabbatical leave time shall not be construed as a break in consecutive years of service.
- 8.9 Sabbatical leaves shall not be granted to any individual more than once every seven (7) years.

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- 8.10 All who are granted sabbatical leaves will be expected to return to this school system for a minimum of one full year's service immediately following completion of the sabbatical leave program, or return all monies received under the sabbatical leave program, except in the case of death or permanent disability. The return service requirement may be postponed at the discretion of the Board of Education upon the recommendation of the Superintendent and the Sabbatical Leave Screening Committee.
- 8.11 Upon the recommendations of the Superintendent and the Sabbatical Leave Screening Committee, and with the approval of the Board, the sabbatical leave may be continued for the benefit of the School District to complete work in process. The teacher shall receive all benefits of this sabbatical leave program for the continued period except salary.
- 8.12 Leave of absence may be granted for a period following the sabbatical leave year, but shall include no benefits beyond the normal leave of absence.
- 8.13 The return service requirement of one full year's service immediately following a sabbatical leave shall be postponed during a granted leave of absence or sabbatical leave continuation, but must be fulfilled at the end of this extension of leave or the financial restitution made.
- 8.14 The screening committee shall be composed of the Superintendent and three administrators appointed by the Superintendent, plus eight faculty members to be selected by the teachers' organization. Two members of the faculty group shall represent the high school, two members shall represent the junior high school, and four members shall represent the elementary schools.
- 8.15 Each year two teacher members will be replaced.
- 8.16 The screening committee will evaluate the written applications and recommend to the Board of Education an order for selection of the sabbatical leave candidate.
- 8.17 Work plans for the sabbatical leave must be submitted with application for leave to the Superintendent. The Board of Education requires a final progress report to be sent to the Superintendent by all teachers on sabbatical leave within a month after completion of sabbatical. The report shall be shared with the members of the screening committee.
- 8.18 Applications for all sabbatical leaves must be submitted in writing to the Board office by April 15th of the school year preceding the requested leave. At the Board office, applications will be dated at receipt and a record made of the receipt. Applications will then be forwarded to the screening committee no later than April 20th.
- 8.19 The screening committee shall submit a list of recommendations, along with all applications received, to the Superintendent by May 1.
- 8.20 The Board of Education shall take final action no later than the regular Board meeting in May.

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- 8.21 The Superintendent shall notify the screening committee and all applicants as to the final decision of the Board within five (5) days after the final action of the Board.

Section 9. For employees who wish to be absent from work beyond the use of sick leave, personal leave, funeral leave, or leave of absence, deduct days may be requested. This request must be presented to the Superintendent of Schools, in writing, on the District Deduct Day Request Form stating the reason for the need to be absent. These days will not be granted automatically and will only be considered for unusual situations. For any days needed for absence due to an extended illness or injury where sick leave has terminated, a written request will not be necessary; these days will be automatically deducted from the employee's salary.

Section 10. Unused Accumulated Sick Leave Days

- 10.1 The employee shall be entitled to apply any or all of his/her accumulated sick leave days upon retirement for additional service credit with the Illinois Teachers' Retirement System in accordance with the maximum amount of additional service credit allowable under the applicable TRS Rules and Regulations.