

Temporary Paid Leaves of Absence

A. Sick Leave

1. General Provisions

- i. At the beginning of each school year, each teacher will be allocated one day of sick leave per 18 days of employment. Unused days will be accumulative. Sick leave may be used for injury or sickness of the teacher, the immediate family or household as defined as spouse, son, daughter, mother, father, brother, sister, step-parent, step-child, mother-in-law, father-in-law, grandparents, grandchild, legal guardian or someone whose relationship with the employee is similar.
- ii. Sick leave may be used to extend bereavement leave.
- iii. Sick leave may be used for other general leave purposes up to the limits in (B) (8) below.
- iv. When on leave of absence, sick leave accrued will neither be lost nor accumulated. Upon return to duty, an employee will begin with that total accumulated at the time the leave commenced.
- v. If a teacher is absent from school on a teacher-pupil contact day for reasons falling under the provisions of this policy, every effort will be made to hire a qualified substitute teacher.
- vi. The Sick Leave Bank procedure as contained within Administrative Procedure 4151.2 may allow a teacher to request and be granted days of sick leave for extended illness or disability in excess of the approved number of days allowed in paragraph (A)(1)(i) above.

2. Payment for Accumulated Sick Leave

a. Eligibility Criteria

A teacher becomes eligible when the following criteria have been met, or when otherwise approved by the Board of Education.

- (1) Has been employed by the district as a full-time teacher in a position requiring certification for no less than twelve (12) years.
- (2) Has submitted a written resignation from employment in the district to the Board of Education. This resignation shall be effective prior to receiving cash and/or benefits under this policy.
- (3) Has completed an accumulated sick leave compensation application (Administrative Procedure 4151.6), and has submitted it to the Board of Education.

b. Payment Options for Accumulated Sick Leave:

This payment will be based on the teacher's choice of one of the following options:

- (1) Option A: this payment will be equal to the current substitute rate of pay times the retiree's number of accumulated days of sick leave.

or

- (2) Option B: compensation for sick leave days in excess of thirty-five (35) days shall be at the rate of one-half the employee's highest per diem rate during the last five (5) years of employment. Per diem rate includes the employee's rate of pay on the salary schedule plus compensation for Special Professional Growth plan, if the employee is participating.

Upon the death of a teacher on active status or on Board approved leave, the district will pay the teacher's designated beneficiary for the teacher's accumulated sick leave according to Option A or B above whichever is greater.

c. Payment Schedule

Each teacher shall have the option to choose the number of months or years over which the payment for accumulated sick leave will be paid. All payments will be made in increments of months up to thirty-six (36) months or years up to three (3) years. In no case shall payments for accumulated sick leave in excess of \$25,000 be made in less than two years. Teachers that the District placed on unpaid leave as the result of displacement and who are accessing payments for their unused sick leave may choose to have payments made in less than two years for any amount not in excess of \$50,000. In either case, the teacher may choose to have the maximum amount paid in the first year and the remaining amount paid in the second year.

d. Death Provisions

Upon the death of the retiree receiving retirement compensation, the unpaid portion of the allotment shall be due and payable to the retiree's designated beneficiary using the same schedule as agreed to by the retiree.

3. Jury Duty and Court Subpoena Leave

- i. Leave will be granted to teachers for appearance in court as a witness, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the teacher.

- ii. Teachers should notify their immediate supervisor or principal and the Office of Human Resources of this leave as soon as possible prior to the date service must be rendered.
- iii. Such leaves of absence will be granted with pay provided the teacher surrenders to the District any payment received for jury or witness fees, not including reimbursement for transportation expenses or meals.

4. Adoption and Childbirth Leave

- i. Teachers will be granted up to thirty (30) days of accrued sick/general leave associated with the process of adoption. (e.g.: travel, medical examinations, and/or the requirements of the adoption agency and/or local, state, national, and international adoption regulations or other requirements that are of a similar nature, including the care of the adopted child or children.)
- ii. A father may use up to fifteen (15) days of accrued sick/general leave per school year within the first six (6) weeks following the birth of his child.

B. General Leave

Each teacher will be permitted a total of three (3) days (185 to 229 contracted days) or four (4) days (230 or more contracted days) per academic year for the purpose of the following General Leaves (1-7). Necessary travel time to accomplish the purpose of the following general leave (1-7), also qualifies for use of general leave. These days will not be accumulative as general leave from year to year. At the end of the academic school year, unused general leave will be converted and added to the teacher's accumulated sick leave.

Every effort will be made by the teacher to notify the building principal at least 24 hours in advance of such leave. Each teacher will be paid the normal rate of pay for the approved General Leaves. The teacher's signature on the General Leave Form will attest that the leave is being used in accordance with this policy. The total number of days will be chargeable to any or all of the following situations:

1. Personal Leave

Personal Leave will be defined as required attendance for business of a personal nature, which cannot be accomplished except during the contract time. This leave is not intended for recreational use or to extend holidays or any breaks/vacations.

2. Bereavement, Graduation, and Wedding Leave

Leave will be granted to an employee to attend a funeral, graduation or wedding of a member of the immediate family of the employee as herein defined, or for someone whose relationship with the employee is similar:

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Spouse	Sister	Brother
Son	Mother-in-law	Grandparent
Daughter	Father-in-law	Guardian
Mother	Father	Step-child
Dependent Child	Grandchild	Step-parent

3. Births

Leave will be granted to the employee who gives birth or to the employee whose wife gives birth.

4. Religious Holidays

- A. A teacher may be absent, with pay, on a day identified by a religious body as a religious holiday, provided the religious body has established that in order to properly observe such religious holiday no work should be performed on such day and provided the employee is an active member of such religious body. Notification for such absence shall be made to the principal, at least ten (10) school days prior to the religious holiday. Such absence shall not exceed three (3) days during the school year.
- B. Teachers who identify leave days as being for religious purposes under the provisions of this section shall be allowed to use sick leave for other general leave purposes up to the number of days used for religious leave (not to exceed three (3) days).
- C. Teachers who fail to identify leave days as being for religious purposes under the provisions of this section will not be allowed to use sick leave for other general leave purposes as defined in section (B). In these cases, the employee is not required to state the reason for the general leave usage.

5. Emergencies

- i. Leave will be granted for household emergencies, auto mishaps, severe weather or road conditions and other unforeseen and unavoidable emergencies.
- ii. An emergency is defined as an event when no foreknowledge exists on the part of the teacher and immediate attention to the emergency by the teacher is required.
- iii. In cases of extreme emergency, additional days (those from sick leave) may be granted with the approval of the principal and the Superintendent or his/her designee.

6. Professional Consulting Leave

Leave will be granted for the purpose of serving as a consultant outside of the district.

7. Professional Development Leave

Leave will be granted for the purpose of preparing for and completing exams, written and/or oral, for the degrees of masters, specialist, and doctorate. Intent for such leave must be part of the teacher's approved professional growth plan.

8. Beginning in the second year of employment, teachers may use up to four (4) days of accrued sick leave annually for any of the identified general leave purposes except category 6 Professional Consulting Leave above.

C. Assault and/or Battery Leave

A teacher who is unable to perform his or her duties resulting from an assault and/or battery arising out of and incurred within the scope and course of, and in connection with, the performance of his or her assigned duties, and not as a result of his or her own negligence or disobedience of board policies or reasonable rules and regulations, shall be eligible to receive his or her full salary for the time he or she is temporarily absent from work as a result of the injury.

For purposes of this policy, the following definitions shall apply:

- “Assault” means any willful attempt or threat to inflict injury upon another person when coupled with an apparent present ability to do so, and any intentional display of force which would give a person reason to fear or expect immediate bodily harm.
- “Battery” means the intentional and wrongful physical contact with a person, which may include an object, without his or her consent, which entails some bodily injury or offensive touching.

The following conditions must be met before a teacher's full salary will be paid for assault and/or battery leave:

1. The teacher's conduct was within the bounds of general standards of professional behavior, the teacher was acting within the scope and course of his/her employment, and the teacher was not negligent.
2. The teacher must notify the building administrator or other appropriate administrator/supervisor as soon as possible of the occurrence and must complete a Workers' Compensation first report of injury.
3. The reporting of such an injury must be in accordance with the required reporting, time lines and forms to be used for the reporting and handling of Workers' Compensation accidents stated in Policy 4012 and Administrative Procedure 4012.1.
4. The teacher must use a district designated Workers' Compensation physician, who will determine the necessity of the absence from work.

5. The amount of Workers' Compensation payments for salary or such award made for temporary disability due to the injury from the assault and/or battery will be paid to the district for as long as such teacher is eligible for temporary disability payments under the Workers' Compensation Act. The payment of such monies to the district shall constitute payment of compensation benefits to the employee in accordance with C.R.S. 8-42-124(2) of the Act.

In the event the foregoing conditions are satisfied, none of the days of absence resulting from such occurrence shall be deducted from the teacher's accumulated sick leave, general leave, or other similar benefit in accordance with C.R.S. 8-42-124(2) of the Act.

The district's obligation to pay a teacher's full salary under this policy for assault and/or battery leave shall terminate once the teacher has either been released to return to work or reaches maximum medical improvement as determined by the designated treating physician.

However, if the teacher has been released to return to work or reaches maximum medical improvement but still requires medical treatment for injuries caused by the assault and/or battery, the teacher will continue to receive normal salary for hours and/or days missed for such treatment until the treating physician has concluded that the injury caused by the assault and/or battery has terminated or up to six (6) calendar months from the date of the teacher's return to work or reaches maximum medical improvement, whichever is less. The Superintendent, or designee, may extend this time for receiving normal salary for treatment based on the teacher's written request for such extension. If the superintendent, or designee, does not offer such an extension, the written denial will include an explanation of the basis for the decision.

The termination of the district's obligation does not limit the right of the teacher to full payment of any permanent disability award granted to the teacher under the Workers' Compensation Act.

LEGAL REF.: C.R.S 8-40-101 et. seq. (Workers' Compensation Act of Colorado)

CROSS REF.: Board Policy 4012 (Worker's Compensation)
Board Policy 4012.1 (Workers' Compensation Claims Procedure)

D. Attendance at Professional Conferences/Meetings

1. All licensed personnel including the Superintendent, principals, and teachers will be encouraged to attend professionally recognized workshops and conferences, and to visit other schools of the district, State, and nation at district expense for the purpose of keeping abreast of current education practices.
2. Building staffs and principals will be encouraged to provide funding from the decentralized budget for that purpose.

E. Public Office Leave

Teachers who are elected public officials may be granted leave as necessary to fulfill the duties of that office. If pay accompanies the released time, the teacher will turn in the pay, as is the policy for jury service.

F. Physical Examination Leave

Leave with pay will be granted for physical examinations required by the Superintendent when the time specifications of that requirement necessitate school time to comply.

G. Emergency Leave

When any event or circumstance at a work site, such as a natural disaster or medical quarantine, restricts an employee from reporting to work at his/her assigned building, the district will provide options to prevent loss of pay or paid leave such as:

1. The district will assign the employee(s) an alternative site(s) and/or position(s) until the employee(s) is (are) able to return to his/her (their) assigned building.
2. The district will provide an opportunity for the employee to make up the day(s) on non-contracted days.
3. The district may assign the employee to work as a substitute until the employee is able to return to his/her assigned building.

The options listed above do not preclude an employee's appropriate use of the temporary leaves in this policy.

H. Additional Provisions

1. The terms of this policy will continue in full force and effect unless changed through the negotiations process as set forth in Policy 4135.
2. If any provision of the policy is found contrary to law, then such provision will be deemed null and void, but all other provisions or applications thereof will continue in full force and effect.
3. Upon mutual agreement, this policy may be renegotiated in whole or in part at any time during the life of this policy.
4. Any additions, deletions, or revisions to this policy will be distributed to those affected, and be in effect after ratification by the Association membership and adoption by the Board.
5. Neither the recognized Association nor the Board can refuse to negotiate this policy at the next requested round of negotiations, following the timeline set forth in Policy 4135, if this policy is included in the request. If the issues are unresolved as a result of

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the negotiations using all relief provided in Policy 4135, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of teachers' annual contract year.

6. In the event of a reduction of school funds, the Board must, by law, adopt a salary schedule commensurate with its ability to fund future budgets. Therefore, in the event of any reduction, negotiations will be reactivated on economic matters related to teachers' salaries and fringe benefits, and any policy concerning economic items that has been adopted will have to be modified commensurate with the funds available.

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