

## **BP 4161/4261/4361 LEAVES AND ABSENCES**

The School Board shall authorize employee absences as provided by law and Board policy. The School Board recognizes the following justifiable reasons for absence:

1. Personal sickness or injury, pregnancy, jury duty, military service or emergencies beyond the employee's control.
2. Family illness, bereavement, religious observances and other personal reasons.
3. Situations stemming from occupational status such as attendance at meetings, conventions, inservice courses, seminars, etc.
4. Other situations for which leave is provided by law.

The School Board recognizes the need to provide for leaves which management, supervisors and confidential personnel may take for justifiable reasons as set forth in state law and regulation. Such leaves shall be authorized pursuant to Board policies and/or administrative regulations, and Board action or individual contract.

Certificated management and supervisory employees shall be entitled to those leave provisions provided in the certificated agreement unless otherwise specified in Board policy, administrative regulations or individual contract.

Classified management and supervisory employees shall be entitled to those leave provisions provided in the classified negotiated agreement unless otherwise specified in Board policy, administrative regulations or individual contract.

***Note:*** *The Alaska Family Leave Act became law September 16, 1992, and applies to employers that have employed 21 or more employees for each working day during any period of 20 consecutive workweeks in the preceding two calendar years. Family leave includes, at a minimum, "unpaid leave" for "serious" health conditions for a total of 18 weeks during any 12 month period, and unpaid leave for pregnancy and childbirth or adoption for a total of 18 work weeks within a 12 month period. Employees are entitled to apply accrued paid leave toward the unpaid leave time. Employers must allow employees to continue their existing health insurance coverage at the same level the employee had before going on leave. However, the employee may be required to pay the premium cost for the continuation of the insurance coverage. The Commissioner of Education may approve a labor contract that does not meet the family leave requirements if the district can show a lack of qualified, available substitutes to replace a teacher on leave or a lack of available housing for replacement teachers who do not live in the community.*

*However, the employee may be required to pay the premium cost for the continuation of the insurance coverage. The Commissioner of Education may approve a labor contract that does not meet the family leave requirements if the district can show a lack of*

*qualified, available substitutes to replace a teacher on leave or a lack of available housing for replacement teachers who do not live in the community.*

### **Certified**

1. All regular certified personnel working for the district shall be entitled to sick leave as provided in the current collective bargaining agreement.
2. Cash out of sick leave is available to TRS Tier III employees as provided in the Negotiated Agreement.
3. In case of serious illness, the employee's position shall be held open until it has been established by the employee or doctor that the employee will be unable to return to work, except that nothing shall prevent the employer from hiring temporary employees while regular employees are on leave. Specific details of the sick leave policy are spelled out in the collective bargaining agreement.
4. Sick leave shall be granted to employees who find it necessary to be home with a sick dependent or spouse. If the employee's absence exceeds three consecutive days, a physician's certificate may be required. Use of leave under this provision shall be charged against the accrued sick leave of the employee.
5. Bereavement leave is provided per the negotiated agreement. Bereavement leave is charged to the sick leave balance of the employee.
6. Personal leave is available to certified employees per the negotiated bargaining agreement.

### **Classified**

1. All regular classified personnel working full time for the district shall be entitled to sick leave as provided in the current collective bargaining agreement.
2. Cash settlement shall be paid on termination of employment as provided in the Classified Employees Negotiated Agreement.
3. In case of serious illness, the employee's position shall be held open until it has been established by the employee or doctor that the employee will be unable to return to work, except that nothing shall prevent the employer from hiring temporary employees while regular employees are on leave. Specific details of the sick leave policy are spelled out in the collective bargaining agreement.
4. Sick leave shall be granted to employees who find it necessary to be home with a sick dependent or spouse. If the employee's absence exceeds three consecutive days, a physician's certificate may be required. Use of leave under this provision shall be charged against the accrued sick leave of the employee.

5. Bereavement leave is provided per the negotiated agreement. Bereavement leave is charged to the sick leave balance of the employee.

6. Personal leave is available to certified employees per the negotiated bargaining agreement.

7. Annual leave is available to 12-month classified employees only per the negotiated bargaining agreement.

### **Sick Leave Bank**

Separate sick leave banks will be established to cover certified and classified employees. Participation in the sick leave bank will be voluntary and established upon employment and annually thereafter.

### **Maternity, Paternity and Adoptive Leave (Family Medical Leave Act)**

Maternity, paternity and adoptive leave shall be granted up to one (1) full year per the Family Medical Leave Act. Re-assignment upon return shall be considered in the light of vacancies existing at the beginning of the employing year and the employee's qualifications.

In all cases of pregnancy it shall be the responsibility of the employee to notify the Superintendent in writing by the end of the sixth month of pregnancy in order that an adequate replacement may be obtained.

Notifications of intent to adopt a child shall be in writing to the Superintendent as early as possible prior to the expected date of adoption.

Specific procedures are spelled out in the Statutes of the State of Alaska and administrative regulations of the school district.

### **Legal References:**

#### ALASKA STATUTES

[14.14.107](#) Sick leave and sick leave transfer

[14.20.147](#) Transfer or absorption of attendance area or federal agency school

[39.20.400 – 39.20.540](#) Alaska Family Leave Act (renumbered)

#### ALASKA ADMINISTRATIVE CODE

[4 AAC 15.040](#) Sick leave

[4 AAC 15.900](#) Definitions

ALASKA ADMINISTRATIVE CODE

[4 AAC 09.020](#) Teachers entitled to pay

UNITED STATES CODE

Family and Medical Leave Act, [29 U.S.C. 2601](#) et. seq.;

CODE OF FEDERAL REGULATIONS

[29 CFR Part 825](#), amend. 2008

Revised (date)

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**Nome Public Schools**