

## 542.4

### NON-CERTIFIED STAFF LEAVES AND ABSENCES

Contracted full-time school year employees will be entitled to twelve (12) sick days per year with a maximum accumulation of one hundred two (102) days. Employees working full-time and year-round will be entitled to fourteen (14) sick days per year with a maximum accumulation of one hundred ten (110) days. Employees working less than full-time will be entitled to prorated leave days.

Employees may use up to five (5) sick days for the illness of immediate family. Immediate family is defined as parents, spouse, and/or dependent children.

Each school-term employee shall be entitled to two (2) days of absence, noncumulative, for personal leave with pay each school year. Such days may not be used the day before or the day after a scheduled break and/or holiday, or during parent-employee conferences. The immediate supervisor must be given forty-eight (48) hours written notice and the leave will be subject to the availability of a qualified substitute if so needed. Agency administrative approval is required. Employees shall also be eligible for one (1) day of emergency leave each school year with pay. An emergency is a serious situation or occurrence that develops suddenly and calls for immediate attention. When possible employees requesting emergency leave must do so in writing to their immediate supervisor stating the nature of the emergency. Personal/emergency leave shall be noncumulative and shall be taken in no less than one-half (1/2) day blocks.

Full-time, year-round employees shall be entitled to three (3) personal business and one (1) emergency day per year. Less than full-time employees are entitled to prorated leave days.

When an employee has used all accrued sick leave time within a year, a physical examination may be requested prior to returning to work.

When an employee knows in advance he/she must be absent from work, he/she shall promptly contact the school(s) affected by the absence. When an employee is ready to return to work, he/she shall notify the administrator(s) concerned in ample time to inform the substitute that he/she need not report for duty.

Staff members finding it impossible to be at work on a particular day because of illness or an emergency shall contact the CESA #9 office no later than 8:00 a.m. of that day and shall explain reason for absence. Staff members can either request the CESA office to contact the school affected by the absence or can contact the school personally. Absence for personal reasons shall be reported to the CESA office as early as possible to permit the office to make any necessary arrangements.

When an employee is excluded from work because of quarantine imposed as a result of contact brought about in line of duty, such employee will be entitled to full pay without loss of accumulated sick leave.

Disability leave shall be granted upon a physician's certification of disability. An employee on disability leave shall be allowed to use his/her accumulated sick leave during the period between the date the doctor certifies that he/she is incapable of performing normal working

duties and the date the employee's doctor certifies that such employee is capable of resuming working duties.

Extended leaves may be granted by special action of the Board of Control to permit employees: (1) to recuperate from illness; (2) to be an exchange employee; (3) to attend institutions of higher learning; or (4) to travel extensively. Such leaves will be granted without cost to the Agency and only if it would be beneficial to the CESA schools. Employees shall be eligible under (2) and (3) above only after five (5) years of full-time continuous service in CESA #9. Employees will return to work at the same position on the salary schedule where they would have been at the beginning of their leave of absence unless they were engaged in approved educational work in which case it will be credited to them as experience in determining salary status.

Employees on extended leave shall be required to notify the Board in writing, no later than the 15th day of February in the year of the extended leave, that they intend to return to work for the following school year. Failure of the employee to notify the Board by February 15th shall constitute a resignation by that employee.

Funeral leave of up to three (3) days will be granted for purposes of attending the funeral or making necessary arrangements at any one time in the event of death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, or any other member of the immediate household. The CESA Administrator may grant additional days for extenuating circumstances.

Fringe benefit payments will continue for anyone on medical leave through the period of the contract, except in cases where the medical leave is not substantiated as disabling by our disability insurance carrier, in which case fringe benefits would cease at the point where sick day benefit salary ceases and disability payments would normally take over.

Upon request and condition of finding a suitable replacement, employees shall be granted up to one-year child rearing leave. Such leave must start at the beginning of a semester and terminate prior to the beginning of the third semester after effective date of such leave.

During an unpaid leave the employee shall be considered to be in the employ of the said Board, shall have a contract, but shall not be paid salary or related benefits; however, the employee may remain a part of all group insurance provided he/she makes payment one month in advance of due date.

The policy of the school district in which CESA #9 aides are assigned will govern the leaves and paid holidays of all aides hired by CESA #9 unless the individual school district requests that CESA policies apply.

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