

**ARTICLE V****LEAVE****A. PAID TIME OFF (PTO) LEAVE**

1. The person is entitled to twelve (12) days PTO leave per year plus an accumulated total up to sixty (60) days to their personal sick bank. PTO leave shall accumulate at a rate of 1.34 days per month. PTO leave for less than full time employees will be prorated according to contract time.
2. After the use of nine (9) days PTO days the employee may use their personal sick bank. Three (3) day will be reserved for non-sick events and if not used roll over into their sick bank at the end of the year.
3. If a teacher fails to complete the term of the contract, any deductions for days used in excess of days earned, will be deducted at the time of employment termination.
4. PTO leave may not ordinarily be taken during the first or last week of school or immediately before or after a vacation period.
5. The Superintendent may grant leave without pay.
6. After PTO leave has been exhausted, the school may request a reason or documentation for the use of days from your personal sick bank.

**B. SICK LEAVE REQUEST**

1. Sick leave may be taken for illness or disability of the staff; illness of a member of the immediate family (spouses, children, or any person living with the teacher for whom the teacher is responsible) that requires attention, serious illness of a close family member (parent, brother, sister, grandparent, or any relative for whom the teacher is responsible) or death of any member of the immediate or close family.
2. Illness or disability due to pregnancy or childbirth will be treated as sick leave.
3. If a staff member is unable to work because of the member's accident or illness of anyone who is defined under Article A, Number 2 except for non-family members, the member is entitled to request sick leave from the KAEA executive board. The member must draw first from his personal sick leave and personal leave accumulation and entitlement until the source is exhausted. He shall file a written request for any additional days. The members request shall be for no more than twelve (12) days. If needed the member may submit a further request for any additional days up to a maximum of twenty-four (24) days. These requests must be approved by the executive board of KAEA.
4. In order to take advantage of the sick leave request, the member will be required to present documentation as to the necessity of being able to request days, if requested by the KAEA Executive Board. A letter of request will be submitted to the KAEA Board, and the request will then be sent out to the staff members. The first twelve (12) days to be given to the individual that requested the days will be taken. There will be a total of three (3) notices sent out per request. A one (1) month cut-off date for days submitted per request.
5. KAEA and the Board realize that there may be an emergency type situation that may require a larger number of days to be requested. The member shall submit a written explanation of the need and submit documentation as to the request (i.e.

doctor's statement, etc.). The request will be acted upon by the executive board of KAEA.

6. This program will be administered by the executive board of KAEA.
7. All acted upon requests shall be given by the KAEA executive board to the business manager for proper payment.
8. Donations to a sick leave request may be used out of your personal sick bank.

#### **C. HEALTHY PERSON REWARD**

1. A certified teacher who leaves the system after two years and who has not been terminated by the Board of Education or who has not resigned in lieu of a termination shall be paid for unused sick leave at a rate of \$50.00 per day, not to exceed sixty (60) days.
2. If a certified teacher has accrued more than sixty (60) sick leave days by the end of the school year, then that teacher will be allowed to cash in the extra days (above 60) at a rate of \$50.00 per day. The certified teacher will be required to request payment by filling out a voucher on or before June 1 of that school year.

#### **D. PROFESSIONAL LEAVE**

1. If leave is mandatory or required by administration, this will be considered a workday and will not be counted as PTO.
2. Staff may attend 1 conference per school year, up to 2 school days, that will not be counted as PTO leave.

#### **E. SCHOOL ACTIVITY LEAVE**

1. School activity leave is leave for a coach/advisor who is required to be absent from school for such an activity during the regularly scheduled school day. This leave must be approved by the principal.

#### **F. STATE COMPETITION LEAVE**

1. If any Kadoka team through previous competition qualifies for a state competition, staff members who wish to attend may do so under the following schedule: one day for each state competition. This leave is non accumulative.
2. Attendance at state competition, other than school participation, will be granted if: 1) approved by the superintendent; 2) a substitute can be found; 3) PTO is used.

#### **G. LIQUIDATED DAMAGES**

Any certified teacher who signs his/her contract and resigns prior to the completion of that contract shall be subject to liquidated damages according to the following schedule:

Signing to June 1. . . .	\$1,000.00
June 1 through June 30. . .	\$1,500.00

July 1 through July 31. . .	\$2,000.00
August 1 and later. . . . .	\$3,000.00

The board and KAEA recognize that emergency situations are exceptions to this forfeiture. If there is an emergency situation, the teacher goes to the board and presents the case. The board will then make its decision if an emergency exists.