

## **Employee Benefits**

### **Policy**

The Board of Education shall contract with, and fix the duties and compensation of employees of the District. In addition to base salary and incentive remuneration, the District shall also provide certain other compensation as fringe benefits, referred to in this policy as “benefits”.

The provision of these benefits shall be in concert with the District’s Compensation Philosophy. This philosophy articulates the Board’s desire to attract, retain, and reward employees and to offer competitive compensation and benefits.

These benefits are collectively defined in this policy as the District benefit program. The benefits described herein and additional benefits may be provided by way of the collective bargaining agreement in place between the District and the representative Association(s) of bargaining employees.

#### **1.0 General Provisions**

- 1.1** The benefit program for regular full-time District employees is comprised of legally required benefits, including Social Security, Workers’ Compensation and the State Flexible Benefit Allowance; benefit plans offered by the District and authorized by the Board; and other Board authorized benefits that are received by employees as compensation.
- 1.2** Specific provisions of benefit plans shall be provided in the appropriate negotiated agreement for those employees who are members of the bargaining unit.
- 1.3** Any contradiction to this policy found in the negotiated agreement shall prevail against that part of this policy for persons covered by the negotiated agreement.
- 1.4** Additional voluntary benefit programs may be available through payroll deductions. Actual terms and conditions are controlled by plan documents. Examples of voluntary offerings include, short term disability coverage, supplemental life insurance, and dependent life insurance.
- 1.5** Non-regular employees and regular part-time employees are generally excluded from participation in District benefit plans and benefit offerings. The Board will determine annually the benefits, if any, to be available to regular part-time employees. Any benefits, which by law or other regulatory rule, are required to be available to non-regular or regular part-time employees, shall be provided in accordance to the law or rule.

#### **2.0 District Provided Benefits**

##### **2.1 Health, Dental and Vision Care Insurance**

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The District provides health, dental and vision insurance for each individual regular full-time employee. The District will pay the coverage premiums for the employee enrolling in these plans during the period of employment.

A summary of the benefits of each Group Insurance Plan is included in the corresponding certificate and/or booklet issued to each employee. The actual terms and conditions are controlled by the Group Policies.

For any regular full-time employee who has at least five years of continuous service with the District, and is the subject of dismissal due to a reduction-in-force, the District will pay the employee's COBRA premiums for medical coverage only for a period not to exceed six (6) months. This benefit will terminate when the former employee accepts other employment. Upon the passage of six months, the employee must remit COBRA premiums to retain employee medical coverage. COBRA related premiums for other benefit coverage (dental, vision) and for employee dependents is the responsibility of the employee upon termination of employment with the District.

## **2.2 Life Insurance**

The District shall provide a fixed amount of term life insurance for each regular full-time employee. The employee shall elect the beneficiaries of this policy, and the District will pay the premiums during the term of employment. Exact conditions of life insurance coverage will depend on the contract the District has with the insurance company provider approved by the Board of Education. The amount of life insurance provided shall be set by the Board annually.

## **2.3 Long Term Disability Insurance**

The District shall provide long-term disability insurance for all regular full-time employees. Exact terms of long-term disability insurance coverage will depend on the contract the District has with the insurance company.

## **2.4 Dependent Insurance Benefit In Lieu of Coverage**

The District shall pay each regular full-time employee a fixed sum each month toward health, dental and/or vision insurance coverage for his/her dependents. Annually, the Board will determine the amount of this fixed sum.

The dependent premium costs above fixed sum are to be paid by the employee through payroll deductions. If the cost of dependent health insurance is less than the fixed sum, the difference each month will be added to the employee's gross pay. If the employee does not need dependent coverage, this fixed sum will be added to his/her gross pay each month, less any amounts for taxes required by law.

In order to be eligible to receive this monthly payment, the employee must be working or on approved paid leave and not be in "out of pay" status.

**2.5 Health Insurance Cost Containment Incentive**

The District shall segregate the multiple health insurance plans described in section 2.1 of this policy into two groups. One group shall be the plans which carry the lowest premiums of all plans offered, and the other group shall be all other offered plans. The District shall pay an incentive to each regular full time employee for that employee's election and enrollment in one of the health plans in the lower cost group. The amount of the incentive will not exceed the difference between the average cost of each group of plans. Employees enrolling in a health plan not in the lower cost group will not receive the incentive payment. Election and enrollment is conducted once annually.

**2.6 Wellness Incentive**

The District recognizes the value and benefit of healthy productive employees who report to work as scheduled. In support of this interest, the District shall provide an incentive payment monthly to employees who pledge to not use tobacco products and agree to an annual health assessment. The employee may utilize a District-paid vendor for the assessment or provide an equivalent assessment at the employee's expense.

**2.7 Employee Assistance Program**

The District shall provide access to a professional referral and assistance service for each regular full-time employee and his/her immediate family members. This service will provide employee counseling and/or referral in the resolution of personal problems or concerns by way of an Employee Assistance Program. Access to this program is provided without cost to the employee.

**2.8 Retirement Compensation**

All full-time employees covered under this policy shall be eligible for membership in the Oklahoma Teachers' Retirement System effective on date of hire. Regular part-time employees who routinely and normally are scheduled to work more than 20 hours per week shall also be eligible for membership in OTRS. The District shall pay the regular full-time member's contributions on annual compensation as required by the Oklahoma Teachers' Retirement System for all eligible full-time employees. The District shall **not** pay the member's contribution for any eligible regular part-time employees.

Supplemental retirement benefits are defined in Board Policy PER-12.

**2.9 Tuition Waiver**

2.9.1 Regular full-time employees and their eligible immediate family members (spouse and son and/or daughter) may enroll in District adult programs tuition free, when space is available, and there is no additional expense to the District for the enrollment and participation in the class. If there is an additional expense, and space is available, the employee and eligible family members may enroll by paying the actual additional expense.

- 2.9.2 Work-related training for employees will be made available in cases that will improve the work environment.
- 2.9.3 Retirees with ten (10) years or more of service may attend District Short Term Adult Training and Development Courses tuition-free when space is available.

**2.10 Section 125 Flexible Benefit Plan**

The District shall maintain a flexible benefit plan to offer qualifying employees the opportunity to pay for eligible insurance premiums, medical expenses and dependent care expenses through pre-tax payroll deductions. The plan shall qualify as a cafeteria plan under Section 125 of the Internal Revenue Code of 1954 as amended.

**2.11 Access to Voluntary Employee-Paid Benefit Plans**

The District shall endeavor to provide each regular employee with access to various voluntary benefit plans, so that the employee has the ability to select specific benefits that fulfill his/her personal needs. The District does not participate in the cost of these benefit plans, but will contract with providers to make these benefits available to each interested and eligible employee.

Some of these voluntary benefits may be Short Term Disability Insurance, Dependent Life Insurance, Long Term Care Insurance, Chronic Illness Insurance, Accidental Death and Dismemberment Insurance and others of a similar nature. The District shall allow employees to pay the plan premiums for approved voluntary benefit plans through payroll deduction.

**2.12 Tax Sheltered Annuity and Salary Reduction Agreements**

It is the policy of the Board to allow a regular employee who is routinely and normally scheduled to work 20 hours or more per week to enter into salary reduction agreement and, with the funds withheld, authorize the district to purchase an annuity of an insurance company or shares of mutual fund(s) of an investment company to be held in a custodial account on his/her behalf pursuant to *Internal Revenue Service Code 403 (b)(3) and 403 (b)(7)* and the *School Laws of Oklahoma Section 95 (70 6 102)*. The amount of the salary reduction cannot exceed the maximum exclusion allowance in the *IRS Section 403 (b) (2)*.

**2.13 Employee Retirement Voluntary Savings Plan Salary Deferral Agreement**

It is the policy of the Board to allow a regular employee who is routinely and normally scheduled to work 20 hours or more per week to enter into a deferred compensation agreement and, with the funds deferred, authorize the district to purchase shares of mutual fund(s) of an investment company to be held in a custodial account on his/her behalf pursuant to *Internal Revenue Service Code 457*. The amount of the salary deferral cannot exceed the maximum exclusion allowance in the *IRS Section 457*.

**3.0 Regular Full-Time Employee Time-Off-Work Benefits (Leave)**

Regular full-time employees are provided with paid time off in order attend to personal business, enjoy recreation, recuperate when ill, or to care for a family member who is ill. Generally, paid leave time is scheduled with the employee's supervisor in advance, with the exception of unforeseen illness. All time on paid leave is recorded in the District's absence reporting system before or soon after returning from paid leave.

Regular full-time employees who separate from the District shall be reimbursed for accrued but unused paid leave at a rate based on the type of leave. Only unused vacation and sick leave accruals are paid to the employee upon separation.

### **3.1 Sick Leave**

The District shall provide paid sick leave for regular full-time employees. Sick leave benefits consist of full pay for work hours absent due to illness, injury, or scheduled visits to medical care providers. Nine work-month employees receive 9 sick leave days (72 hours) per fiscal year. Ten work-month employees receive 10 sick leave days (80 hours) per fiscal year. Eleven work-month employees receive 11 days (88 hours) per fiscal year. Twelve work-month employees receive 12 days (96 hours) per fiscal year. The annual award for each employee's sick leave is recorded on the first work day of the fiscal year, or first month of employment if different.

Unused sick leave days are cumulative and employees with five (5) years of service who leave the District are paid for all accumulated days at a rate set by the Board of Education.

Sick leave balance transfers from another Oklahoma school system may be permitted into the regular full-time employee's Tulsa Technology Center sick leave account when employment is without a break, other than for District out-of-school days. The maximum amount of sick leave transferred and eligible for use while an employee of the District, is 60 days (480 hours). Sick leave balances in excess of 60 days will be documented and filed for purposes of Oklahoma Teachers Retirement System retirement accounting.

After exhausting all sick leave, the regular full-time employee shall receive sub-deduct pay for a period of 20 days. Any employee unable to return to work after 20 days is immediately placed on Unpaid Leave Of Absence (ULOA) without pay, for a maximum of the remainder of the current fiscal year, or for whatever portion of the remainder of the fiscal year needed.

Appropriate evidence may be required in order to qualify for sick leave benefits. Abuse of sick leave policy shall be subject to disciplinary action up to and including dismissal.

Regular full-time employees who exhaust their sick leave and other paid leave may request donations of sick leave through the District's Sick Leave Sharing Program. An eligible employee receives this benefit at his/her compensation rate, not that of the donor. This program is not available for use by employees who are receiving Workers Compensation Benefits. The HR department shall administer the Sick Leave Sharing Program and utilize

procedures to ensure its availability to eligible employees.

**3.2 Personal Business Leave**

The District shall provide paid personal business leave for regular full-time employees. Personal business leave benefits consist of full pay for work hours absent for personal business.

Regular full-time employees receive 4 personal business leave days per fiscal year. Personal Business leave days unused are converted to sick leave days, and accumulated at the end of the year. The annual award for each employee's personal business leave is recorded on the first work day of the fiscal year.

**3.3 Community Service Leave**

All regular full time employees are eligible to apply for one 8-hour day of personal business each year for purposes of community service. The District encourages employees to be active citizens and provides this day for participation in organizations and activities of benefit to the community. Examples of appropriate utilization include United Way Day of Caring or participation in an event sponsored by a nonprofit organizations. Leave may not be used for events with a political or religious purpose. Maximum length of leave is for the duration of the one selected event, not to exceed one 8-hour day. Such leave is noncumulative and nontransferable.

**3.4 Holidays**

Regular full-time employees do not work, but receive full pay for Board authorized holidays during the calendar year. The exact number of holidays may vary depending on calendar year and by employee contract term. Nine (9), ten (10) and eleven (11) work-month contracted employees are not eligible for holiday pay in a non-contract month.

Board authorized holidays consist of: Independence Day, Labor Day, Thanksgiving, the Wednesday before and the Friday, Saturday and Sunday immediately following Thanksgiving, Winter Vacation (including Saturday and Sunday immediately preceding or following the Winter Vacation), Martin Luther King's Birthday, President's Day, Wednesday, Thursday and Friday of Spring Break and Memorial Day.

**3.5 Vacation (12 work-month employees only)**

All regular full-time employees on 12 work-month contracts are awarded time off with pay for rest, recreation or other reasons of the employee's choosing. Unused vacation leave may accumulate from year to year, except the employee will cease accruing additional vacation leave once the amount of unused vacation time equals twice the annual award amount.

The annual award of vacation leave is based on the employee's length of service with the District. The amount of annual vacation leave awarded for bargaining employees is

negotiated in the collective agreement. The amount of annual vacation leave awarded for non-bargaining personnel is set annually by the Board of Education.

An employee must work one half of the days of a month in order to receive credit toward vacation for that month. Individuals who leave the employment of the District shall receive payment equal to the amount of unused vacation and personal business leave.

### **3.6 Professional Leave**

Professional leave is defined as a paid approved absence from an employee's regularly assigned duties in order that the employee may participate in activities related to the employee's profession or professional growth, such as workshops, seminars, and conferences. Upon application to and approval of the immediate supervisor, employees may be granted professional leave days to attend conferences, workshops and professional meetings. Professional leave shall not be granted to attend colleges or university or to attend or participate in activities not falling within the definition of professional leave.

### **3.7 Administrative Leave**

The Superintendent or his designee is authorized to release employees from work when the Superintendent believes it is in the best interest of the District. Examples of situations in which administrative leave may be granted are severe weather, situations in which the employee's safety may be at risk (gas leaks, fumes), or other similar circumstances.

The granting of administrative leave shall be made on an individual basis and no employee is entitled to comparable leave when another employee is granted administrative leave. Administrative Leave authorized for a specific campus/department/site/floor does not entitle any other area to equal time off. Regular full-time employees will be paid at their regular rate of pay for any time approved as administrative leave.

### **3.8 Family Medical Leave Act (FMLA) Leave**

The Family and Medical Leave Act (revised effective January 16, 2009) provides regular employees with up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12 month period. Other paid leave that is eligible for use, shall be used concurrently with FMLA leave, and this does not extend the 12 weeks authorized by this Act.

During this leave, an eligible employee is entitled to continued group health plan coverage as if the employee had continued to work. At the conclusion of the leave, subject to some exceptions, an employee generally has a right to return to the same or to an equivalent position.

To be eligible for FMLA leave, an employee must have been employed by the District:

- a) for at least 12 months (which need not be consecutive);
- b) for at least 1,250 hours during the 12 month period immediately preceding the

commencement of the leave.

FMLA leave may be taken for any one, or for a combination of, the following reasons:

- a) the birth of the employee's child or to care for the newborn child;
- b) the placement of a child with the employee for adoption or foster care or to care for the newly placed child;
- c) to care for the employee's spouse, child or parent (but not in-law) with a serious health condition; and/or
- d) the employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job.
- e) Qualifying exigency leave for families of all service members when the covered military member is on active duty or called to active duty in foreign deployment.

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to active military duty or who is already on active duty may take up to 12 weeks or leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following: 1) short-notice deployment, 2) military events and activities, 3) child care and school activities, 4) financial and legal arrangements, 5) counseling, 6) rest and recuperation, 7) post-deployment activities and 8) additional activities that arise out of active duty, provided that Tulsa Tech and employee agree, including agreement on timing and duration of the leave.

- f) Military caregiver leave to care for an ill or injured service member.

This leave may extend to up to 26 weeks in a single 12-month period for an employee to care for a spouse, son, daughter, parent or next of kin covered service member with a serious illness or injury incurred in the line of duty on active duty and veterans receiving medical treatment, recuperation or therapy for serious injury or illness up to five years after leaving the service. Next of kin is defined as the closest blood relative of the injured or recovering service member and veterans up to five years after leaving the service.

A "serious health condition" is an injury, illness, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.

An employee may be required to submit medical certification from a health care provider to support a request for FMLA leave for the employee's or a family member's serious health condition.

- 3.9** There are different FMLA procedures for instructional employees on eleven (11) month contracts, when leave is requested near (within 5 weeks) the end of the school year.

### **Jury Duty and Military Duty**

Leaves of absence for jury duty shall be granted according to required regulations. Employees shall not have their pay reduced while serving on jury duty, but shall remit any remuneration received to the District. (Remuneration does not include expense reimbursement.)

Leaves of absence for military duty shall be granted according to required regulations. The appropriate Oklahoma law shall determine the employee's pay status while on military leave.

### **3.10 Workers' Compensation**

Employees will be approved to be absent from work due to work-related injury or illness according to required regulations. An employee who has accrued sick leave days may elect to coordinate sick leave with any Workers' Compensation temporary total disability benefit payments received from the District's insurer.

An employee on workers' compensation leave without any sick leave supplement from the District may continue to participate by paying the required premium in any insurance program available to employees through payroll deduction, as long as such practice does not conflict with the provisions of the insurance policy.

The employee will not earn the dependent insurance benefit-in-lieu-of coverage while on extended leave of absence, but may continue to cover eligible dependents by paying the required premium in any insurance program available to dependents through payroll deduction, as long as such practice does not conflict with the provisions of the insurance policy.

### **3.11 Unpaid Leave Of Absence (ULOA)**

Extended leaves of absence may be granted for justifiable purposes including professional reasons, further study and to serve in a public office. The Superintendent or his/her designee shall approve or disapprove in writing the request for a leave of absence. Approvals shall include the period of the leave, the rights of reinstatement and other benefits associated with the leave.

Regular full-time employees who have exhausted all paid leave, and cannot return to work will be placed on unpaid leave of absence. This unpaid leave expires upon any of the following: 1) return to work, 2) employment termination, or 3) the end of the fiscal year.

The employee will not earn the dependent insurance benefit-in-lieu-of coverage while on extended leave of absence. The employee does not earn or accrue any additional leave benefits while on ULOA.

## **4.0 Benefits Incidental to Employment**

**4.1 Liability Insurance**

The District shall provide liability insurance coverage for the individual professional actions of all District instructors and administrators when they are performing their duties with the District.

**4.2 Cellular Telephone Salary Supplement**

The Superintendent or his designee shall determine employees who should be provided a fixed-amount salary supplement for the purpose of maintaining cellular telephone service for District benefit. There are two levels of salary supplement. Level 1: Employees who because of the essential functions of the assigned position are required to be accessible during normal work hours and hours and days beyond the normal workweek on a routine basis. Level 2: Employees who because of the essential functions of the assigned position are required to be accessible during normal work hours and to perform assigned duties at locations other than District Campuses or buildings more than one-half of the normal work schedule. (See Policy PER-33)

**4.3 High Speed Internet Access**

The Superintendent or his designee shall determine employees who should receive a fixed-amount salary supplement in order for the employee to install and maintain a high speed internet connection located in the employee's residence.

The purpose of this connection shall benefit the District by allowing the employee to diagnose, assess, and resolve problems related to the District's information technology resources during after-work hours for these employees. Only those employees who have a valid reason justifying the business use of a high speed internet connection at their residence shall receive this supplement.

**4.4 Vehicle Use**

The Superintendent is authorized to direct the assignment of District vehicles to administrators and other personnel for use in the performance of official duties and responsibilities. The District is responsible for the expenses including gas, repairs, maintenance, insurance and tag. Employees are to limit use of vehicles to valid business reasons...

**5.0 Nondiscrimination**

In as much as possible by law and collective bargaining, the Board of Education intends to provide all regular full-time employees full and equal access to benefits as afforded by this policy and as may be envisioned by this policy. Certain benefits may be afforded to specific job classifications or specific positions, and not to others. In such case, this assignment of select benefits is for the purpose of providing appropriate and competitive compensation in order to attract and retain the level of talent needed in the District, and is not intended in any way to discriminate among individuals.

## Employee Benefits

### Procedures for Leave Benefits

#### 1.0 Sick Leave

##### 1.1 Accumulating Sick Leave Credit

- 1.1.1 A regular full-time employee receives one day (8 hours) for each contract month.
- 1.1.2 Credit vests at the beginning of employment and annually and the beginning of the contract year.
- 1.1.3 A new Employee is credited one day for each month remaining in the contract year.
- 1.1.4 An employee on Leave of Absence (LOA) shall not vest in additional sick leave until returning to work.
- 1.1.5 An employee returning from LOA shall vest one day of sick leave per month for the months remaining in the contract year.
- 1.1.6 Employees must be employed one half the working days of the first month of employment or the first month the employee returns to work to receive a sick leave day for that month.
- 1.1.7 Unused and unpaid sick leave accumulated in another school district who is a member of TRS shall be transferable (with limitations) when the employment from that school district to this District is without a break, other than for District out-of-school days.

##### 1.2 Using Sick Leave

- 1.2.1 Sick leave may be used because of personal illness, doctor and dental appointments or illness or for bereavement as a result of a death in the immediate family. The employee may use sick leave in hourly increments upon written request and approval of the appropriate administrator.
- 1.2.2 Employees may take sick leave for the adoption of a child
  - 1.2.2.1 Up to 20 days of accumulated sick leave may be taken when adopting a pre-school child.
  - 1.2.2.2 When adopting a school age child a parent may be allowed up to two (2) days of accumulated sick leave.
  - 1.2.2.3 If both adopting parents are employed by the District they may have the 20 days or 2 days leave period on a co-operative basis, however, only one parent may be absent at a time.
- 1.2.3 The employee must notify the appropriate supervisor as soon as possible but no later than the beginning of the workday when the employee will be absent. (Campuses and departments will develop and communicate rules and regulations for reporting absences.)
- 1.2.4 The employee will be paid the employee's regular rate of pay for each approved sick leave hour taken by the employee.

- 1.2.5 One hour of sick leave will be deducted for each hour the employee is on approved leave. An absence of a full work day results in 8 hours of sick leave deducted from the employee's balance.
- 1.2.6 Pregnancy, miscarriage, childbirth and recovery will be treated as any other illness.
- 1.2.7 Additional benefits may be available through the Family & Medical Leave Act.
- 1.2.8 Sick leave for bereavement of other than immediate family members is limited to two (2) days per occurrence and four (4) days per school year.

### **1.3 After Sick Leave Use**

- 1.3.1 After exhausting all sick leave the employee shall receive sub-deduct pay for a period of 20 days. (Full contract salary, less the amount of pay authorized in the policies for a substitute). If there is no sub rate for the employee's position, the salary reduction shall equal the lowest rate designated for a regular employee in his/her job/salary/ classification.
- 1.3.2 Any employee unable to return to work after 20 days is immediately placed on Automatic Leave of Absence without pay, for a maximum of the remainder of the current fiscal year, or for whatever portion of the remainder of the fiscal year needed.
- 1.3.3 Automatic Leaves of Absence are not renewable and will expire on the ending date of the employee's current contract, but in no case later than June 30 of the current fiscal year.
- 1.3.4 Health and life insurance benefits remain in force for the duration of the automatic leave as long as the employee pays all premiums.
- 1.3.5 To return to work after a single absence extending longer than three work days, employees must have a physician's statement indicating they are able to return to work.

### **1.4 Unused Sick Leave**

- 1.4.1 Unused sick leave accumulates from year to year as long as the employee is continuously employed by the District.
- 1.4.2 A limited amount of unused sick leave may be converted to personal business leave subject to rules. On June 30 of each year an employee's unused personal business leave days shall be converted and added to his/her total sick leave days.
- 1.4.3 Employees with at least 5 years of continuous service, who resign or otherwise cease to be an employee, shall be paid for accrued sick leave at the rate set by the Board of Education for the number of days for which they qualify. Accrued sick leave eligible for pay shall not include any sick leave transferred from another employer.
- 1.4.4 If the employee's service is terminated by death, the District will pay the employee's estate for accrued but unused sick leave at the above defined rate.

### **1.5 Suspected Misuse of Sick Leave**

- 1.5.1 Appropriate evidence may be required in order to qualify for sick leave benefits.
- 1.5.2 The District may utilize multiple methods and tools to monitor sick leave use in order to ensure it is taken appropriately.

- 1.5.3 The District may make an investigation at any time there is evidence that sick leave is not being used for the purpose intended.
- 1.5.4 Abuse of sick leave policy shall be subject to disciplinary action up to and including dismissal.

## **2.0 Vacation**

### **2.1 Accumulating Vacation Leave**

- 2.1.1 Vacation benefits are accrued monthly at a rate based on creditable years of service. The regular full-time employee's vacation leave award occurs in equal increments each month throughout the fiscal year.
- 2.1.2 New employees must be employed a minimum of 12 months before becoming eligible for any vacation benefits, (Exceptions due to special circumstances, may be authorized by the employee's Campus or Department Director and an Assistant Superintendent, or the Superintendent.) If an exception is approved payment received for vacation days granted will be deducted from the employee's salary if he/she terminates prior to the stipulated 12 month of employment.
- 2.1.3 Eligible employees can accumulate twice the number of vacation days earned per year. (An employee who has 3 or less years of credible service with the District can accumulate 20 days of vacation – 2 x 10 days.)
- 2.1.4 At no time shall the employee's accumulated balance exceed twice the annual allocation and no additional days can be accrued that cause the total amount to be in excess of this maximum.
- 2.1.5 An employee must work one half of the days of a month in order to receive credit toward vacation for that month.
- 2.1.6 When computing earned vacation time, absences of an employee on approved paid sick leave will be considered as time served.
- 2.1.7 All fiscal years of continuous service in which a regular full-time employee of the District works at least 9 months will count toward vacation increments.
- 2.1.8 An employee returning from approved leave of absence shall receive credit toward vacation increments for years of employment prior to the leave.
- 2.1.9 An employee who terminates employment for any reason except due to a reduction in force or due to the expiration of a temporary contract and is subsequently reemployed will be considered a new employee and will not be given credit for prior years of service in calculating vacation eligibility.
- 2.1.10 An employee must be reemployed within 2 years of a reduction in force or expiration of a temporary contract in order to qualify for prior years of service credit in calculating vacation eligibility.
- 2.1.11 Employees will start earning 15 days of annual paid vacation on their employment anniversary at the start of their fourth year of creditable service, and 20 days on their employment anniversary at the start of their seventh year of creditable service.

## **2.2 Using Vacation Leave**

- 2.2.1 Vacation leave may be taken in four (4) hour (one-half ½ day) increments.
- 2.2.2 Requests must be submitted via TechAdvisor using a “Personal Absence Request” to the employee’s immediate supervisor at least 2 workdays in advance. (This may be waived for extenuating circumstances by the employee’s Campus or Department Director or other appropriate administrative official.)
- 2.2.3 Dates for all vacations must be approved by the employee’s Campus or Department Director or other appropriate administrative official.
- 2.2.4 Approval will be based on staffing requirements and employee’s length of service.
- 2.2.5 Scheduled and approved vacation days will be deducted from the employee’s vacation time, unless he/she submits a “Personal Absence Request” form requesting a change, and the change is approved prior to the original dates requested.
- 2.2.6 A request by an employee to change certain days of vacation to sick leave after the vacation has started will not be honored.
- 2.2.7 A vacation day that has been requested and approved will not be deducted from an employee’s record of vested vacation days if the employee is subsequently called back to work or authorized by the Superintendent or the Superintendent’s designee to be absent from work on that day for any reason, and the employee makes a written request on a “Personal Absence Request” form to cancel the vacation day.

## **2.3 Unused Vacation Hours**

- 2.3.1 Upon retirement or termination, employees having earned unused vacation time will be paid their regular rate of pay for such vacation.
- 2.3.2 Upon the death of an employee, his/her accrued vacation will be paid to the beneficiary.

## **3.0 Holiday Leave**

- 3.1 The holidays shall be established each year by the BOE when it adopts the District calendar.
- 3.2 To qualify for a paid holiday, the employee must be regular full-time and employed by the District both before and after the holiday.
- 3.3 In order to qualify for holiday pay, employees must generally work their assigned shift the day before and after a holiday or be on approved paid leave that is not Workers Compensation or Long Term Disability.
- 3.4 Employees who are not actively at work are not eligible for holiday pay for any District-paid holiday, which occurs during their leaves of absence.

- 3.5 Third shift holidays are the day before the holiday (i.e. if the holiday falls on Monday, third shift holiday is Sunday).

#### **4.0 Personal Business**

##### **4.1 Accumulating Personal Business Leave**

- 4.1.1 Each regular full-time employee is entitled to 32 hours (four days) of personal business leave with full pay per fiscal year.
- 4.1.2 During the first year of employment, employees will accrue eight (8) hours of personal business leave for each two full calendar months of employment up to a maximum of four personal business leave days.
- 4.1.3 Employees who have need for additional personal business leave beyond 32 hours may, with prior supervisory approval, convert up to 32 hours of unused sick leave into 16 additional hours of personal business leave.
- 4.1.3.1 No more than 16 additional personal business leave hours may be obtained from unused sick leave, and no less than 8 hours of sick leave may be converted per request.
- 4.1.3.2 The employee must have exhausted or will exhaust all personal leave with proposed request, and must have at least 96 unused sick leave hours available.
- 4.1.3.3 The employee may not have been a recipient of the sick leave sharing plan in the current or prior year

##### **4.2 Using Personal Business Leave**

- 4.2.1 Requests for personal business leave must be submitted via Tech Advisor using a "Personnel Absence Request" to the employee's immediate supervisor at least two workdays in advance.
- 4.2.2 The request provision may be waived for extenuating circumstances by the employee's Campus or Department Director or other appropriate administrative official.
- 4.2.3 The dates for all personal business leave must be approved by the employee's Campus or Department Director or other appropriate administrative official.
- 4.2.4 Approval will be based on staffing requirements, employee's length of service and extenuating circumstances.
- 4.2.5 Personal business leave that has been requested and approved will not be deducted from an employee's record of vested personal business leave if the employee is subsequently called back to work or is authorized by the Superintendent or his designee to be absent from work on that day for any other reason and the employee makes a request on the proper form to cancel the personal business leave.

##### **4.3 Unused Personal Business Leave**

- 4.3.1 On June 30 of each year, an employee's unused personal business leave shall be converted and added to the employee's total sick leave days. The conversion rate is one hour of unused personal leave converts to two (2) hours of sick leave for the first 16 hours of unused personal business. Unused personal business in excess of 16 hours, converts at the rate of 1:1.

## **5.0 Community Service Leave**

### **5.1 Accumulating Community Service Leave**

- 5.1.1 Each regular full-time employee is entitled to 8 hours of community service leave with full pay per fiscal year.
- 5.1.2 During the first year of employment, employees will accrue eight (8) hours of community service leave upon completing two full calendar months of employment.

### **5.2 Using Community Service Leave**

- 5.2.1 This District provided leave is available for participation in organizations and activities of benefit to the community. Examples of appropriate utilization include United Way Day of Caring or participation in an event sponsored by a nonprofit organization. Leave may not be used for events with a political or religious purpose.
- 5.2.2 Proof of event may be required in order to approve.
- 5.2.3 Maximum length of leave is for the duration of the one selected event, not to exceed an 8 hour day.
- 5.2.4 Requests for community service leave must be submitted via Tech Advisor using a "Personnel Absence Request" to the employee's immediate supervisor at least two workdays in advance.
- 5.2.5 The request provision may be waived for extenuating circumstances by the employee's Campus or Department Director or other appropriate administrative official.

### **5.3 Unused Community Service Leave**

- 5.3.1 Community Service Leave is noncumulative and nontransferable.

## **6.0 Jury Duty**

- 6.1 Employees should submit to the appropriate administrator an absence request using the District's PAR system and provide copies of the notices or orders for jury duty as soon as they are received.
- 6.2 The absence request must indicate the expected period of absence and the reason for the leave.

6.3 Employees shall not have their pay reduced while serving on jury duty, but shall remit any remuneration received to the District. (Remuneration does not include expense reimbursement.)

**7.0 Military Duty**

7.1 Employees should submit to the appropriate administrator an absence request using the District's PAR system and provide copies of the orders as soon as they are received.

7.2 The absence request must indicate the expected period of absence and the reason for the leave.

7.3 The appropriate Oklahoma law shall determine the employee's pay status while on military leave.

**8.0 Professional Leave**

8.1 Upon application to and approval of the immediate supervisor, employees may be granted professional leave days to attend conferences, workshops and professional meetings.

8.2 With the application the employee shall provide proper documentation detailing the activity.

8.3 Professional leave shall be requested and recorded using the District's PAR system and reported on the individual timesheet.

**9.0 Administrative Leave**

9.1 The granting of administrative leave shall be made on an individual basis and no employee is entitled to comparable leave when another employee is granted administrative leave.

9.2 Administrative leave shall be recorded using the District's PAR system and reported on the timesheet.

9.3 Employees will be paid at their regular rate of pay for any time approved as administrative leave.

**10.0 Workers' Compensation**

10.1 An employee who has accrued sick leave days may elect to coordinate sick leave with any Workers' Compensation temporary total disability benefit payments received from the District's insurer.

- 10.2 An employee on Workers' Compensation leave without any sick leave supplement from the District may continue to participate by paying the required premium in any insurance program available to employees through payroll deduction, as long as such practice does not conflict with the provisions of the insurance policy.
- 10.3 The employee will not earn the Pay-In-Lieu of Dependent Insurance Coverage while on extended leave of absence, but may continue to cover eligible dependents by paying the required premium in any insurance program available to dependents through payroll deduction, as long as such practice does not conflict with the provisions of the insurance policy. Employees must make all premium payments of this nature in advance by contacting the payroll department.

### **11.0 Extended Leave Of Absence – Unpaid**

- 11.1 An employee requesting an extended leave of absence shall submit a written request for such leave to the Superintendent or his/her designee.
- 11.2 Such request should include the purpose and the beginning and ending dates of the leave and be submitted, when possible, not less than one month prior to the beginning date of the requested leave.
- 11.3 The Superintendent or his/her designee shall approve or disapprove in writing the request for a leave of absence. Approvals shall include the period of the leave, the rights of reinstatement and other benefits associated with the leave.
- 11.4 The employee will not earn the Pay-In-Lieu of Dependent Insurance Coverage while on extended leave of absence, but may continue to cover eligible dependents by paying the required premium in any insurance program available to dependents through payroll deduction, as long as such practice does not conflict with the provisions of the insurance policy. Employees must make all premium payments of this nature in advance by contacting the payroll department.
- 11.5 All extended leaves of absence shall automatically expire on June 30 of each fiscal year.
- 11.6 Extended leaves of absence may be renewed upon written request to the Superintendent or his/her designee.
- 11.7 If the employee does not return to work on the date specified in the written approval and does not receive approval for continuation of the leave he/she shall not be entitled to leave of absence benefits or reinstatement.
- 11.8 An employee on an unpaid leave of absence will not accrue personal business, sick leave or vacation days, nor lose days already accrued but not used.

- 11.9 Although the leave of absence will not be considered as a break in employment, the period of absence will not be counted towards years of experience.
- 11.10 An employee granted an extended leave of absence may continue to participate by paying the required premium in any insurance program available to employees through payroll deduction, as long as such practice does not conflict with the provisions of the insurance policy. Employees must make all premium payments of this nature in advance by contacting the payroll department.
- 11.11 No employee can elect to be absent without pay from his/her job. Regular full-time employees who are absent from their job after exhausting all paid leave will be considered to be "Absent Without Pay". Regular full-time employees who are considered to be "Absent Without Pay" may be required to submit appropriate evidence concerning the cause of absence. Unexcused absences can result in disciplinary action.

## **12.0 Family and Medical Leave (FMLA)**

- 12.1 To be eligible for FMLA leave, an employee must have been employed by the District:
- 12.1.1 for at least 12 months (which need not be consecutive);
  - 12.1.2 for at least 1,250 hours during the 12 month period immediately preceding the commencement of the leave.
- 12.2 FMLA leave may be taken for any one, or for a combination of, the following reasons:
- 12.2.1 the birth of the employee's child or to care for the newborn child;
  - 12.2.2 the placement of a child with the employee for adoption or foster care or to care for the newly placed child;
  - 12.2.3 to care for the employee's spouse, child or parent (but not in-law) with a serious health condition; and/or
  - 12.2.4 the employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job.
  - 12.2.5 Qualifying exigency leave for families of all service members when the covered military member is on active duty or called to active duty in foreign deployment.
  - 12.2.6 Military caregiver leave to care for an ill or injured service member and veteran receiving medical treatment, recuperation or therapy for serious injury or illness up to five years after leaving the service.
- 12.3 Leave to care for a newborn or for a newly placed child must conclude within 12 months after the birth or placement of the child.
- 12.3.1 When both spouses are employed by the District, they are together entitled to a combined total of 12 workweeks of FMLA leave within the designated 12 month period for the birth, adoption or foster care placement of a child with the employees,

for aftercare of the newborn or newly placed child, and to care for a parent (but not in-law) with a serious health condition.

- 12.4 An employee should request FMLA leave by completing an absence request form and seeking approval of the supervisor.
- 12.4.1 An Application for Family and Medical Leave Act Leave Form is to be submitted by the employee to the Human Resources department.
- 12.4.2 However, the Human Resources Department at its option may classify appropriate and approved qualifying leave as FMLA leave, without such form being received.
- 12.5 If an employee has accrued paid leave (e.g., vacation, sick leave, personal leave), the employee must normally use "qualifying paid leave" first.
- 12.5.1 "Qualifying paid leave" is leave that would otherwise be available to the employee for the purpose for which the FMLA leave is taken.
- 12.5.2 The remainder of the 12 workweeks of leave, if any, will be unpaid FMLA leave.
- 12.5.3 Any paid leave used for a FMLA qualifying reason will be charged against any employee's entitlement to FMLA leave. This includes leave for disability or workers' compensation injury/illness, provided that the leave meets FMLA requirements.
- 12.5.4 The substitution of paid leave for unpaid leave does not extend the 12 workweek leave period.
- 12.6 An employee absence which is being charged to the employee's accrued sick leave, and which initially or later qualifies for FMLA, may be charged against the employee's eligible FMLA leave without an employee request.
- 12.6.1 In such cases where the HR department classifies the qualifying paid leave as FMLA leave, the employee is to be notified within two days of the HR department becoming aware of that the absence is a qualified FMLA event.
- 12.7 There are different FMLA rules for instructional employees on eleven (11) month contracts, when leave is requested near (within 5 weeks) the end of the school year.
- 12.7.1 If the employee begins any category of FMLA leave five (5) or more weeks prior to the end of the contract, and the period of leave is for more than three (3) weeks, the employee may be required to delay return to work until the start of next year's contract.
- 12.7.2 If the employee begins any category of FMLA leave, except personal sickness, less than five (5) weeks prior to the end of the contract, and the period of leave is greater than two (2) weeks, the employee may be required to delay return to work until the start of the next contract.
- 12.7.3 If the employee begins any category of FMLA leave, except personal sickness, three or fewer weeks before the end of the contract year, and the period of leave is greater than five (5) working days, the employee may be required to delay return until the start of the next year's contract.