

ARTICLE 17 LEAVES

17.1 General Provisions

17.1.1 Leave Applications

- 17.1.1.1 All applications for and approval of leaves shall be in writing.
- 17.1.1.2 Leave applications must be made to the appropriate leave category (e.g., sick leave, family illness leave, personal leave, bereavement leave).
- 17.1.1.3 Paid and unpaid leaves for professional educators set forth in this Article are intended to be used only for their intended use.
- 17.1.1.4 A leave day is equal to eight (8) hours of leave time. Professional educators shall not be required to use leave time when missing the ~~two-hour~~ **90-minute** staff meetings or training sessions that are beyond the workday as described in Section ~~7.12.1.1~~ **7.10.1**.
- 17.1.2 The District shall comply with Federal, State and local laws regarding leaves, including but not limited to the Family and Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA), the "School Employee Sick Leave Statute" ORS 332.507, ~~and the "Sick Time Statute" ORS 653.601 – 653.616,~~ **and the Paid Family Medical Leave Insurance Law (PLO) ORS 657B.**
- 17.1.3 All PPS Leave Guidelines made available to PAT members shall conform with the provisions of this article and shall not include guidelines/information about other bargaining groups/non-represented employees unless clearly labeled as such.
- 17.1.4 **Professional educators shall have the right to choose whether they wish to supplement PLO benefits with a all or a portion of pro-rata share of their accrued sick leave to fully replace their pay.** ~~"unless they elect not to have PLO benefits supplemented by their accrued sick leave."~~ *[PAT asserts this qualifier is unnecessary; members always have a choice about whether or not to pursue what they are entitled to.] [To comply with SB 913].*
- 17.1.5 **Employees who need leave for reasons that qualify under OFLA/FMLA, PLO or for reasons related to domestic violence, sexual assault, harassment, or stalking may choose to apply for PLO benefits.**

17.2 Paid Leaves

17.2.1 Sick Leave

17.2.1.1 Accumulation

- a. Professional educators shall be granted **at least** ten (10) days sick leave, which includes the statutory requirement during each school year. Such sick leave shall be credited to said professional educators on the first contract day of the school year. Professional educators who begin service after the beginning of the school year shall receive one (1) day of sick leave for each payroll month remaining in the school year with all such days being credited on the professional educator's first day of employment.
- b. A professional educator who uses ~~his/her~~ **their** annual sick leave accrual and subsequently resigns for reasons other than illness or retirement prior to completing the work year, shall be obligated to refund the District an amount equal to one (1) day sick leave for each month not worked. The District shall deduct such amount from any final pay due the professional educator.
- c. Professional educators on extended work year and/or Summer School shall be

credited with one (1) additional sick leave day for each additional twenty (20) days worked not to exceed a total of twelve (12) days of sick leave credit per fiscal year.

- d. The total unused sick leave days can be accumulated and shall be unlimited in accordance with state statutes.
- e. A professional educator who has accumulated sick leave during employment in another Oregon school district shall be entitled to transfer any accumulated sick leave from such district upon proper verification. The transfer of sick leave accumulated with another Oregon district shall be effective when the professional educator has completed thirty (30) working days in the District.
- f. **Professional educators who have exhausted their accumulated sick leave may choose to use any accrued, unused family illness days, as provided in 17.2.2, for any purpose for which they could use sick leave.**
- g. When a professional educator has exhausted ~~his/her~~ **their** sick leave, ~~s/he~~ **they** shall receive additional leave equal to one (1) day for each school year of at least 135 days of service in this district at two-thirds (2/3) of ~~their~~ **his/her** daily rate under ~~their~~ **his/her** basic salary. Credit for any year can only be utilized once.
- h. Professional educators shall not be credited with any sick leave with respect to periods during which they are on an unpaid leave of absence from work with the District of more than one (1) month duration.

17.2.1.2 Utilization

- a. Professional educators who are absent because of personal illness or medical/dental appointments shall receive compensation during such absence in accordance with provisions pertaining to sick leave allowances.
- b. A professional educator working an extended contract beyond the normal school year or during Summer School, may charge absences due to personal illness to ~~his/her~~ **their** sick leave account. The District shall pay the cost of any required substitute.
- c. Professional educators on any extended leave (more than one (1) month) will not be charged with days of sick leave or paid for days of illness during such leave, except when an illness or injury is the factor which entitled the professional educator to the leave in question.
- d. **In addition to receiving paid leave benefits under the PLO program or District's approved equivalent plan, a** ~~A professional educator~~ **may charge against** ~~his/her~~ **their** accumulated sick leave ~~for up to twelve (12) weeks~~ **following the birth, or adoption, or foster care placement of a child to achieve replacement of their pay. If the professional educator has accumulated sick leave remaining after exhausting PLO benefits, they may also use that to continue in paid status, up to the amount provided in Article 17.4.3** ~~has been exhausted, the professional educator may use other paid or unpaid leave for part or all of the twelve (12) week period.~~ **The professional educator is entitled to all benefits guaranteed under the FMLA and/or OFLA and Paid Leave Oregon which may exceed this provision.**
- e. A professional educator's accumulated sick leave shall not be charged on days designated as paid holidays under this Agreement, or when an absence was directed by the District.
- f. The District shall maintain a sick leave bank for use by professional educator who have exhausted their accumulated sick leave. Use of this leave shall only be in accordance with the sick leave bank guidelines. The Association can solicit voluntary contributions up to four thousand (4000) hours per year. Use of the sick leave bank will be monitored through the contract administration process. **Employees will be eligible to use the sick leave bank to achieve 100 percent replacement of their pay while utilizing PLO benefits.**
- g. A professional educator may use sick leave in one-hour increments or in per-day units.

17.2.2 Family Illness Leave

17.2.2.1 **In addition to receiving paid leave benefits under the PLO program or District's approved equivalent plan, p**Professional educators shall receive up to forty (40) hours or five and one third (5.33) days family illness leave per school year with pay in case of illness of a member of the professional educator's immediate family. **This leave can be used in lieu of or in addition to PLO family leave benefits or to achieve replacement of their pay while receiving PLO benefits.** Professional educators who commence employment after the end of the first semester shall be entitled to one and one-half (1-1/2) days of family illness leave.

17.2.2.2 Inherent in use of this leave is that care or attention by the professional educator is needed. In the event emergency conditions arise, an extension of family leave shall be determined upon individual merit by the Superintendent.

17.2.2.3 "Immediate Family" shall be interpreted to mean spouse, domestic partner (as defined in Appendix C), children, parents, brothers, sisters, mother-in-law, father-in-law, grandparents, grandchildren, stepparents, stepchildren, stepsiblings ~~or~~ other persons who regularly live in the professional educator's home, **and any other family member as defined under OSB 657B.010.**

17.2.2.4 **In addition to receiving paid leave benefits under the PLO program or District's approved equivalent plan, and after utilizing the available days for family illness leave,** ~~After utilizing the available days for family illness leave,~~ the professional educator may charge against ~~his/her~~ **their** accumulated sick leave when additional time is needed to provide care for a member of the professional educator's immediate family.

17.2.3 Absence due to Injury on Duty

The District shall pay to any professional educator who is unable to work due to an on-the-job injury the difference between ~~his/her~~ **their** salary benefits received by the professional educator under the Oregon Worker's Compensation Law and ~~his/her~~ **their** normal salary. This differential pay shall apply when the absence is due to a compensable injury as defined in ORS Chapter 656 and shall be paid for the period when worker's compensation benefits are paid but not exceeding 180 days for one injury. Absence due to such compensable injury shall not be charged against the professional educator's accumulated sick leave. For other periods of work-related injury absence, charge will not be made against the professional educator's accumulated sick leave. In the event differential payment is made by the District and the absence of the professional educator is subsequently determined to be non- compensable, charge will be made against the professional educator's accumulated sick leave, if the absence so qualifies, and the professional educator shall be obligated to reimburse the District for payments received in excess of accumulated sick leave time.

17.2.4 Absence Due to Quarantine **or Isolation**

~~In the event a declaration of quarantine made by the Public Health Official prevents a professional educator who is not ill from reporting to work, the professional educator shall not suffer a loss in pay and no charge will be made against the professional educator's accumulated sick leave.~~

An employee's absence from work as a result of direction from a public health official because of to implement quarantine or isolation to prevent the spread of a communicable disease by the appropriate public health official shall not be charged against the employee's sick leave and the employee shall suffer no loss in pay. Quarantine or isolation pay will not extend past the standard quarantine or isolation period established by the local public health authority. If an absence due to quarantine or isolation exceeds thirty (30) days, the employee must use their sick leave.

To qualify for quarantine or isolation pay under this Section, an employee must be fully vaccinated (if a vaccine is available) as defined under guidelines set by the federal and state health authority, including any boosters.

17.3 Other Paid Leaves

17.3.1 Bereavement Leave

Professional educators shall be granted bereavement leave with pay for each death as follows:

- 17.3.1.1 One (1) day to attend a funeral or memorial service because of the death of a friend or relative. An additional day shall be granted when travel beyond the one day is required.
- 17.3.1.2 Four (4) days because of death in an immediate family; six (6) days in case of parent, spouse, domestic partner, or child). "Immediate family" shall be interpreted to mean spouse, domestic partner (as defined in Appendix C), children, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers or sisters, stepparents, stepchildren, stepsiblings; and also any person regularly living in the home of the professional educator for whom the professional educator was responsible.
- 17.3.1.3 In addition, professional educators may use up to six (6) days of accrued and unused leave for the death of an immediate family member, in the order determined by the employee. In the event a professional educator has exhausted all forms of paid accrued leave, the professional educator shall be able to use up to six (6) days of unpaid leave. The total number of combined leave days for bereavement will not exceed ten (10) days. An employee may apply for other unpaid leave if needed.

17.3.2 Personal Leave

- 17.3.2.1 Each professional educator shall be entitled to three (3) days leave without loss of pay for personal business. Professional educators who commence employment after the end of the first semester shall be entitled to one (1) day of personal leave.
- 17.3.2.2 Except in cases of emergency, the request for such leave shall be made one (1) week in advance in writing.
- 17.3.2.3 It is expected use of such leave will be limited to situations which the professional educators cannot address at times other than during the workday.
- 17.3.2.4 Professional educators may use this leave for religious observances when attendance is mandatory during the workday.
- 17.3.2.5 This leave shall not be used for vacation or recreational purposes.
- 17.3.2.6 Unused personal leave shall not accumulate for use in another school year.
- 17.3.2.7 Also see unpaid personal leave in 17.4.2.

17.3.3 Mandatory Court Appearance

- 17.3.3.1 When a professional educator is required to appear as a witness in court, the District shall authorize such absence without loss of pay. If the professional educator receives a witness fee, such fees shall be turned in to the Business Office. In cases where the professional educator is a party to the action, ~~his/her~~ **their** absence will be personal leave without pay or, at the professional educator's election, leave days provided in C.2 may be used therefore.
- 17.3.3.2 A professional educator required to appear in court as a party with the District shall be released without loss of pay. If a professional educator is subpoenaed to appear in court as a third-party witness because of ~~his/her~~ **their** job duties outside of the contract year, ~~his/her~~ **they** shall receive ~~his/her~~ **their** per diem hourly rate of pay. Witness check fees shall be signed over to the District.

17.3.4 Jury Duty

Professional educators subpoenaed for jury duty shall be excused for that purpose without loss of pay provided that, when the professional educator receives ~~his/her~~ **their** jury fee, said fee shall be sent to the Business Office. On days when the professional educator is excused from jury duty ~~s/he~~ **they** will report to their work assignment provided they are able to do so before the end of the lunch period.

17.3.5 Professional Leave

- 17.3.5.1 At the beginning of each school year, each professional educator shall be credited with two (2) accumulative days to be used for professional leave. However, a professional educator may not use more than four (4) of these days in any year. Professional leave may be used for the following:
- a. visitation to view instruction techniques or exemplary programs.
 - b. conventions, conferences, workshops or seminars related to **PK-12 education, racial equity, climate justice, or** the professional educator's assignment with the District.
- 17.3.5.2 The professional educator shall inform ~~his/her~~ **their** supervisor by submitting a leave request at least one (1) week in advance.
- 17.3.5.3 The professional educator may be required to file a written report within one (1) week of attendance at such convention, visitation, conference, workshop or seminar.
- 17.3.5.4 Participation by a professional educator in activities on the statewide in-service day shall not be counted against professional leave days.
- 17.3.5.5 If the length or location of a convention, conference, workshop or seminar requires the professional educator to be in attendance more than two (2) school days, the professional educator may use ~~his/her~~ **their** personal leave.
- 17.3.6 Leave for service to education-related state agencies.

Professional educators who are appointed to serve non-paid on education-related state agencies shall be released for meetings/hearings/reviews without loss of pay. The District shall provide substitutes for such professional educators.

17.4 Unpaid Leaves

- 17.4.1 Requests for a full year unpaid Personal, Exchange, or Career Development leave of absence (whether part-time or full-time) for the next school year must be submitted to Human Resources prior to ~~March~~ **February** 1 or the leave will not be approved, except in extenuating circumstances where such leave requests will not be unreasonably denied.

17.4.2 Personal Leave

- 17.4.2.1 Professional educators shall be entitled to three (3) days unpaid leave per year for personal reasons. Except in cases of emergency the request for such leave must be made one (1) week in advance in writing.

- 17.4.2.2 Also see paid personal leave in 17.3.2.

- 17.4.2.3 Full-year Unpaid Personal Leaves

A personal leave of absence of one (1) year shall be granted to a contract professional educator upon application prior to the deadline in 17.4.1. At the District's discretion one (1) additional year may be granted. Unpaid year-long personal leaves shall not be granted for professional educators to seek employment in other Portland metro area school districts. There shall be a cap of twenty (20) unpaid personal leaves per school year. Applications received by ~~March~~ **February** 1 shall be selected in order of seniority in the District.

For unpaid year-long personal leaves of absence for contract professional educators only, the return from leave language in Section 17.5 would be modified as follows. The contract professional educator would be unassigned from ~~his/her~~ **their** previous assignment and would be subject to reassignment in the transfer process. Such contract professional educators would be able to participate in the ~~internal phase of the transfer process~~ **Spring staffing process** as an unassigned professional educator.

- 17.4.2.4 An unpaid personal leave of absence of up to one (1) year may be granted to a probationary professional educator upon application. At the District's discretion, one (1)

additional year may be granted. Probationary professional educators approved for unpaid leaves of absence shall follow the return from leave language in Section 17.5.

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17.4.3 Child Care Leave

17.4.3.1 A child care leave (maternity, paternity or adoption) shall be granted for any period up to one(1) year. Other child care leave may be granted for up to one (1) year. A professional educator requesting such leave shall give at least thirty (30) days written notice except in extenuating circumstances. Requests for a full year leave beyond the first full school year must be made prior to ~~April 15~~ February 1 or the leave will not be approved, except in extenuating circumstances where such leave requests will not be unreasonably denied. The provisions of ORS 342.840 shall apply to probationary unit members. This leave provision shall not apply to temporary professional educators. Professional educators may utilize Paid Leave Oregon benefits if the child care leave qualifies under Paid Leave Oregon regulations.

17.4.3.2 The District may require that the expiration of child care leaves coincide with the natural breaks in the school calendar so that the educational continuity is maintained.

17.4.4 Exchange and Other Teaching Leaves

17.4.4.1 A leave of absence of up to two (2) years may be granted to a contract professional educator upon application, for the purpose of participating in:

- a. Exchange Teaching Programs
- b. Foreign Military Training Programs
- c. Peace Corps
- d. Teacher Corps
- e. Job Corps
- f. VISTA
- g. Institutions of Higher Learning

17.4.4.2 The professional educator must provide evidence of enrollment in ~~be~~ a full-time participant in any such program and state ~~his/her~~ their intention to return to the District.

17.4.5 Unpaid Career Development Leave

A leave of absence of up to one (1) year (must be at least one full term) may be granted to a professional educator upon application for the purpose of career development reasonably related to ~~his/her~~ their professional responsibilities. At the District's discretion one (1) additional year may be granted.

17.4.6 Study Leave

17.4.6.1 Up to ten (10) FTE study leaves with District paid insurance shall be granted yearly.

17.4.6.2 Requirements and Procedures for Study Leaves

- a. Application forms will be available in the Human Resources Department and in the Office of the Association.
- b. Each candidate for study leave must ~~consult~~ inform with their ~~his/her~~ principal or immediate supervisor.
- c. Completed applications shall then be sent to the Human Resources Department which shall present the requests to the Study Leave Committee for evaluation.
- d. Completed applications with all necessary information for fall semester for full year study

leaves must be filed with the Study Leave committee by the second Monday in February preceding the year of study leave. Such applications for study leave for Spring Semester must be filed by the second Monday in October preceding the Spring Semester.

- e. Each applicant must submit an explicit outline of the study **and proof of enrollment**. The professional educator must maintain a minimum of twelve (12) quarter or **equivalent** semester hours each term **for a full-time leave or pro-rated for a part-time leave** while on leave. The applicant must give **his/her their** signed assurance that the plans are or are not conditional or dependent upon unresolved grants or other limited factors.
- f. Professional educators requesting study leaves of absence must submit with the application for such leave a current health form provided by the District for this purpose, properly filled out and signed by a duly licensed physician attesting to the professional educator's satisfactory health.
- g. Study leaves will not be considered a break in consecutive service for the purpose of calculating salary schedule placement, seniority or retirement credit.
- h. **Educators that have a minimum of 3 (three) years at the District are eligible for a Study Leave.**
- i. **Study leaves are granted in order of seniority if they meet the 3 (three) years of service at the District minimum requirement.**
- j. **Any member denied Study Leave will have the right to appeal the denial to Employee and Labor Relations for reconsideration of the application.**
[Bargaining NOTE: PAT asserts that Professional Educators retain all rights under Article 5.]

~~17.4.6.3~~ Study Leave Committee

- ~~a. The Study Leave Committee shall be comprised of one (1) administrator appointed by the Superintendent and three (3) professional educators appointed by the Association for three (3) year terms, with one (1) member being appointed each year. The chairperson of the committee shall be selected from among the three (3) professional educators on the committee. In addition, a representative from the Human Resources Department shall be designated as ex-officio member of the committee and shall serve as custodian of all applications for leaves and shall keep appropriate records of committee action.~~
- ~~b. The Study Leave Committee will have responsibility for the administration of the study leave program for professional educators as follows:~~
 - ~~i. It shall make selections for study leaves.~~
 - ~~ii. It will notify all applicants of approval or rejection of study leave requests. Notice of acceptance or rejection will be made by the first Monday in March for the following fall or school year, or the second Monday in November for the spring leave.~~
 - ~~iii. The Study Leave Committee will receive and consider requests for reconsideration from applicants previously denied leaves by the Study Leave Committee.~~

~~17.4.6.4~~ Selection Criteria

~~Selection will be made by the Study Leave Committee. Selection shall be based upon the following criteria:~~

- ~~a. A balance of the needs of the applicant and the needs of the District. The needs of the applicant shall refer to leaves intended for study in his/her **their** current assignment area. The needs of the District shall refer to new assignment areas in the District or to existing areas where insufficient number of professional educators exist. The District will furnish the Association by the second week in January with a written description of such needed assignment areas and appropriate supportive data~~

- ~~b. A proportionate distribution among eligible elementary, secondary, and special education applicants~~
- ~~c. Priority consideration will be given to applicants who have not previously received a study leave~~
- ~~d. Length of service in the District.~~

17.4.6.5 Status While on Leave

- a. A professional educator on study leave shall be considered to be in the employ of the District but is not performing work on behalf of or serving as an agent of the District while on leave.
- b. A professional educator on study leave shall retain all rights of contract status, retirement, insurance, sick leave, and automatic increases in salary as if ~~she/he~~ **they** were working during the period of leave. A study leave shall be counted as a year of service and experience on the salary schedule.
- c. In case of injury to, or other illness of the professional educator during leave which prevents ~~his/her~~ **their** completing the purpose of the leave, the study leave will be terminated and all provisions for sick leave will apply. These provisions will take effect on the first day of the next pay period following notification of illness to the Study Leave Committee and the Superintendent, verified by a medical report.
- d. After illness or injury as in Paragraph (3), upon release by appropriate medical authority the employee shall, when possible, be returned to regular duty for the remainder of the school year or shall be reinstated on study leave.

17.4.6.6 Status Upon Returning from Study Leave

- a. A professional educator taking a study leave who wishes to return to ~~his/her~~ **their** worksite must have so indicated on the application form at the time the professional educator applied for the leave. In such case, a professional educator replacing the member on study leave shall be subject to re-assignment at the conclusion of the leave. If the professional educator has indicated in writing at the time of the application that ~~she/he~~ **they** doesn't wish to return to ~~his/her~~ **their** worksite, ~~she/he~~ **they** shall be considered as an unassigned professional educator as described in Article 18: Transfers.
- b. Upon returning from study leave to ~~his/her~~ **their** position, the professional educator is subject to transfer according to the provisions of Article 18: Transfers.

17.4.7 Military Leave

- 17.4.7.1 Military leave of absence, including participation in the reserves, shall be granted to any professional educator who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States.
- 17.4.7.2 Experience credit will be granted to persons on military leave in accordance with ORS 408.270.

17.4.8 Association Leave

- 17.4.8.1 A leave of absence for up to five (5) years for the President of the Association and up to four (4) years for two (2) additional positions shall be granted to a professional educator upon application by the Association for the purpose of serving as an officer of the Association or on its staff. The District shall continue to pay such professional educator(s) and provide benefits in the normal manner but will be reimbursed by the Association for the cost of salary and fringe benefits. Upon completion of such leave, a professional educator will be returned to the previous school or program if there is a vacancy within that professional educator's licensure. When no such vacancy is available, the professional educator will be returned as unassigned. Upon return from such leave a professional educator shall be placed on the salary schedule as if ~~s/he~~ **they** had been working each year of the leave. A released time PAT officer shall be considered "competent" in the grade level/subject held prior to taking Association leave.

- 17.4.8.2 The Association agrees to consider carefully each request for release time for professional educator. Although leaves for short terms without loss of pay may be granted upon recommendation of the Office of the Superintendent or designee, the District will not pay for substitutes to cover classes while members are away from their classes on business of the Association. The Association shall pay the cost of such substitutes upon receipt of billing from the District Business Office.

17.4.9 Political Leave

A leave of absence for up to two (2) years with up to an additional two (2) years upon request shall be granted to any contract professional educator, upon application, for the purpose of campaigning for, or serving in, public office.


17.4.10 Other Leaves

- 17.4.10.1 When the schools and school offices are officially closed by the Superintendent, all professional educators shall be paid in accordance with the law.¹
- 17.4.10.2 Unit members who are assigned to tasks outside their regular responsibilities shall not have this time charged to any leave category.
- 17.4.10.3 The District, at its discretion, may extend leaves or grant other leaves requested by professional educator.

17.5 Return from Leave

- 17.5.1 A professional educator taking a leave for up to one (1) school year may return to ~~his/her~~ **their** previous position unless the position has been discontinued. Professional educators taking leaves for more than one (1) school year may be subject to reassignment. A professional educator taking a leave for more than one (1) school year may return to ~~his/her~~ **their** previous position upon approval of the District.
- 17.5.2 ~~A professional educator wishing are expected to return from an unpaid leave of absence shall so notify the Human Resources Department as required by the District.~~ A professional educator returning from an unpaid leave due to disability shall, upon request, submit a written statement from a qualified physician attesting to the professional educator's ability to resume ~~his/her~~ **their** duties.
- 17.5.3 A professional educator shall be returned to employment on the first workday, during the regular school year, following the expiration date as set forth in the Board action approving the professional educator leave. A professional educator returning from an unpaid exchange or other leave, or unpaid leave of less than one-half (1/2) of the school year, or a paid leave shall be placed on the salary schedule as if ~~s/he~~ **they** had been teaching during said leave. A professional educator returning from any other form of unpaid leave (more than one-half (1/2) of the school year) shall be paid at the next step on the current salary schedule above the one occupied during the last full work year prior to commencement of the leave; provided that, should the professional educator return in the same school year in which the leave commenced, the professional educator shall be placed on the salary step held at the beginning of the leave.
- 17.5.4 All accumulated unused sick leave, and credits toward study leave eligibility and all other accrued benefits at the time a professional educator commences a leave of one (1) or more months duration shall be restored upon return to work.

Article 17 Tentative Agreement

 11/20/23
For the Association Date

 11/20/23
For the District Date