

TENTATIVE AGREEMENT

306 SICK LEAVE

I. Allocation

All regularly contracted certificated personnel working full-time in the District are entitled to sick leave with pay during the school term. The District shall advance the anticipated entitlement of sick leave at the beginning of the school year. Sick leave days used in advance and not earned to date shall be deducted from the teacher's last paycheck should the teacher not fulfill the teaching contract for any reason. Sick leave may be cumulative without limit and is earned at the rate of one and one-third (1 1/3) days per school month, with the last day of each month, the major portion of which the employee has served, considered the sick leave accumulation date.

Compensation for sick days shall only be paid the teacher if he/she would have been otherwise scheduled to work, but for the illness or disability.

II. Transfer of Sick Leave within Alaska

All newly hired teachers shall be notified that accumulated sick leave from other Districts in Alaska is transferable and shall be informed of the procedure to effect such transfer. It is agreed that transfer of earned sick leave within the state of Alaska is a teacher's responsibility and that the District will be held harmless from the results of any unintentional omission of notifications stated above.

III. Documentation of Need

A. Required Statement

The District may require that the employee provide, at his/her expense, a licensed health care provider's statement setting forth the date on which an absence due to illness or disability will commence or has commenced and the expected length of the absence consistent with provisions of FMLA. In the case of a medically related absence due to pregnancy, it is expected that a teacher will comply with this section by providing notice to the District at least one (1) month before the expected date of birth.

B. District Oversight

If the District has cause to suspect sick leave abuse, or if the District wants to verify that a teacher is sufficiently well to perform teaching duties, the District may require a licensed health care provider's statement, e.g., when sick leave is used in conjunction with weekends or vacation periods or during parent-teacher conferences. In accordance with 4 AAC 15.040, a false statement by a teacher regarding sick leave is sufficient grounds for cancellation of a teacher's contract and recommendation for revocation of his/her teaching certificate.

IV. Family Leave Provisions

A. Bereavement for Extended Family

Teachers shall be granted during a school year up to twenty (20) days of accumulated sick leave in any one (1) school year in case of death(s) within the extended family, with no more than ten (10) days of sick leave being used for each such occurrence. The Superintendent, at his/her sole discretion which

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shall not be subject to grievance or arbitration, may grant sick leave to a teacher upon request, in the case of the death of a person not defined as extended family.

### B. Serious Illness in the Immediate Family

Teachers shall be granted during a school year up to twenty (20) days of accumulated sick leave in any one (1) school year in case of serious illness or accident requiring hospitalization of a member of the immediate family, which requires the presence of the employee, as certified by the attending physician.

### C. Residential Care for Immediate Family

In any one (1) school year teachers shall be granted up to ten (10) days of accumulated sick leave in order to place a member of the immediate family in a residential care facility.

### D. Sick Leave for Immediate Family at Home


Teachers shall be granted a maximum of thirty (30) days of sick leave per school year when a member of the teacher's immediate family is ill and the teacher's presence is required at home. Within the first thirty (30) days of an adoption, a teacher on child care leave under Article 203 of this Agreement may take sick leave if the adopted child is ill and the teacher's presence is required at home. Sick leave for the adoptive parent on child care leave may not extend beyond the initial thirty (30) day period following adoption. Immediate family illness and sick leave for an adopted child under this paragraph may not exceed a total of thirty (30) days.


## V. Family Medical Leave Act Provisions

If a teacher is considered an eligible employee under the Alaska Family Leave Act (AFLA) and under FMLA, the teacher will be granted a leave of absence without pay for medical reasons, for up to eighteen (18) weeks during any twenty-four (24) month period as provided in the AFLA, or for up to twelve (12) weeks during a twelve (12) month period as provided under the FMLA. This unpaid leave will be approved upon the occurrence of a serious health condition of the employee or to care for the employee's child, spouse, or parent who has a serious health condition. During this time the teacher's health plan coverage will be maintained as if the employee was in paid status for up to twelve (12) weeks of leave, including any sick leave the teacher has taken for the same purpose. Any time the leave extends beyond the twelve (12) weeks, then the employee is subject to pay the monthly premium if the health benefits coverage is continued. Spouses who are both employed by the District will be limited to a combined total of twelve (12) weeks during a rolling twelve (12) month period for purposes of leave taken to care for a child or parent with a serious health condition. The Association and the District agree that the provision of health benefits coverage for employees on unpaid leaves for family and medical reasons and all procedures are to be interpreted and applied consistently with the legal duties and responsibilities imposed by state and federal law and regulation, and are no greater.

## VI. Definitions

- A. The "immediate family" is defined as the teacher's spouse, parent, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, sibling, grandparent, grandchild, legal guardian, legal ward, or household member.

  
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B. The "extended family" is defined as the teacher's spouse, parent, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, sibling, sibling-in-law, grandparent, grandparent-in-law, grandchild, legal guardian, legal ward, aunt, uncle, nephew, niece, household member, or extended family of the household member.



2-21-22

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