

34.033 Employee Assistance Program

The Employee Assistance Program (EAP) is provided under a contract between the Board and provider, as negotiated. The appendix contains the descriptions of the program.

34.034 Retirement Incentive

After the 2000-2001 school year, bargaining unit members who have been employed by the District for at least 10 years and who opt to retire at the end of any school year and have been approved by STRS to receive retirement benefits other than disability retirement with thirty (30) years or fewer of service credit and who notify the Board of their intention to retire in writing, no later than March 1 of the year they intend to retire will receive 2 equal lump sums of \$12,000, one on July 1 of the calendar year of retirement and the second on the following July 1. Payment under this paragraph does not affect the right to Retirement Severance Pay under Section 34.032.

The Board and the Union may mutually agree to reconvene a Retirement Options Committee to review annual payment options for this incentive.

34.035 Retirement Enhancement

Bargaining unit members who submit written verification of service credit earned as documented on their STRS Annual Statement of Account, shall be eligible to receive an additional payment of \$1,150.00 during their 28th, 29th, and 30th year of service. This additional compensatory payment will be paid in monthly increments during the contractual cycle. Bargaining unit members will annually submit the written documentation required on or before November 15th to be eligible for this retirement enhancement payment.

35.0 LEAVES OF ABSENCE

35.01 Sick Leave

35.011 All members of the bargaining unit shall be credited with current sick leave at the beginning of the school year and to the extent that any bargaining unit member has less than 10 days at such time, shall be advanced sick leave so there is a minimum of 10 days. Such advance shall not be credited unless the employee has reported on the first contract day, excluding Labor Day. No additional sick leave shall be credited until the advanced days have been earned. Sick leave shall be earned and accumulated at the rate of 1-1/4 days per month of employment, to a maximum of 15 days per year. Those terminating employment before completion of contract and/or employed for parts of a school year will be credited at the rate of 1-1/4 days per month served. Accumulated sick leave is available only after current annual sick leave credit is used. The accumulation of sick leave shall be unlimited.

Routine doctor, dental and/or other health service provider visits which are not an emergency or related to a current illness or injury are not an appropriate use of sick leave. To the extent such appointments cannot be scheduled outside of the workday or work week, teachers are to utilize personal leave.

35.012 Sick leave shall be used for personal illness, pregnancy, injury exposure to contagious disease, illness, or death in the immediate family. The immediate family includes wife, husband, child, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, the teacher's grandfather or grandmother, and members of the immediate household of the teacher. Sick leave to a maximum of twenty (20) days may also be used as paternity leave to be taken within three weeks after delivery while schools are in session and the husband is working as a teacher.

Sick leave may be used to attend hearings held by the Ohio Bureau of Workers' Compensation for claims filed by a member of the bargaining unit concerning injuries that occurred while on the job or arising out of employment. Should a member of the bargaining unit prevail at the Ohio Bureau of Worker's Compensation hearing, then the sick leave consumed to attend the hearing shall be restored.

35.013 In case of a contemplated absence because of any circumstances set forth in 35.012 above, the teacher shall report by telephone, via the internet, in writing, or personally to the Human Resources Department (371-7405) giving the date of contemplated absence and citing the circumstances.

35.014 Payment for sick leave is obtained by entering an absence via the internet or calling the Automated Substitute Management System using the individual PIN assigned when first registering with the system. Entering an absence by internet or calling in to the Automated Substitute Management System is considered a digital signature.

The Superintendent may require a physician's statement, consistent with Ohio Revised Code Section 3319.141.

Section 3319.141 Ohio Revised Code provides in part as follows: A board of education shall require a teacher/non-teaching school employee to furnish a written signed statement on forms prescribed by such board to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he/she was consulted.

Teachers are required to follow the appropriate procedure for the use of sick leave. Falsification of the use of sick leave is grounds for suspension or termination of employment under Ohio Revised Code Section 3319.16.

35.015 Teachers who transfer from a public agency or school district in Ohio shall be credited with their unused balance of their sick leave upon presentation of the proper form or statement.

35.016 Sick leave and group health care insurance coverage will not be available to individuals for a surrogate pregnancy, child delivery and pre/post natal care in connection with a surrogate pregnancy, unless due to a family related medical necessity.

35.017 Members of the bargaining unit who exhaust accumulated sick leave while recovering from a work-place injury shall have all insurance coverage continued until such time as the member returns to work, receives disability retirement under STRS/SERS, retires, resigned from employment, or until six months have elapsed from the date sick leave was exhausted.

35.018 Medical Leave

When a teacher has exhausted his/her accumulated sick leave and is unable to return to work, the teacher shall be placed on unpaid leave of absence until such time as the teacher begins disability retirement under the State Teachers Retirement System of Ohio or until the teacher returns to assignment. Such leave shall not exceed two years and may, at the discretion of the Board, be extended for up to two years.

The teacher shall provide written notice to the Superintendent requesting medical leave, which shall specify the expected duration of the medical leave.

35.02 Policy on Pregnancy Leave

35.021 In order to assist in the assigning of classroom teachers and to be able to determine staff needs, a teacher will notify the Superintendent in writing of her pregnancy within a reasonable time after she learns that she is pregnant and of the anticipated delivery date after her doctor informs her of that date.

35.022 Accumulated paid sick leave may be used by a pregnant teacher for such period before and after delivery as is recommended in writing by her physician, except that a physician's report shall not be required for use of such sick leave during the six (6) weeks prior and the six (6) weeks subsequent to delivery.

35.023 If a pregnant teacher prefers not to use accumulated sick leave or exhausts her accumulated sick leave credit, upon application, a leave of absence without pay or benefits will be granted for any time during the last eight (8) months of pregnancy and the leave to continue until the end of the school year in which it is granted.

35.024 Child Care Leave:

Following the delivery of a child during a school year, either the father or mother shall be eligible for an unpaid child care leave for the remainder of the school year.

An additional two child care leaves will, upon request, be granted each for an additional full school year.

The granting of such leaves will be on condition that the teacher waives the obligation of the Board to contribute to the State Teachers Retirement System during the period of such leave, and during such period the Board will not make such contribution on behalf of such teacher and the teacher will not receive credit on the salary schedule or credit toward tenure during the child care leave.

A teacher who is granted such leave shall not have the right to return to employment except at the beginning of a school year. If, however, the Director of Human Resources shall be notified of this desire; and if a suitable vacancy exists or occurs, an attempt will be made to return the teacher to employment.

Only one parent is eligible for a child care leave when both parents are employees of the District.

35.025 Adoption Leave

Leave without pay shall be granted to a male or female teacher who becomes the parent of a child by adoption. Such leave shall begin any time within thirty one (31) working days after the adopted child becomes a resident of the household and only if the adopted child is under the age of five on the date the adopted child becomes a resident of the household. Such leave shall extend for the balance of the school year. An additional two leaves will, upon request, be granted, each for an additional full school year. Additionally, sick leave to a maximum of thirty (30) days may be used upon the adoption of a child immediately after the adoption occurs, provided that only one spouse employed by the Board shall be granted such leave. Prior notice should be given as early as possible.

If extenuating circumstances are presented in writing to the Director of Human Resources, a maximum of thirty (30) additional days may be granted at the discretion of the Administration.

35.03 Personal Leave

Personal leave not to exceed three days a year shall be granted each teacher. Teachers hired after the start of the school year shall be entitled to a pro-rated number of days. Teachers working less than full-time will be pro-rated for personal days to the nearest half-day. Personal leave may be used for such occasions as religious holidays, personal graduations and weddings, and graduations and weddings of members of the immediate family or household, or personal business that cannot be performed at any other time. Personal leave is intended to cover emergency or other business that cannot be performed at any other time.

The accumulation of personal leave for personnel on the teacher's salary schedule shall not exceed five days. Accumulations in excess of five days, as of the first day of any school year shall be, at the option of the member, cashed-in (paid) at the substitute teacher-on-call-per-day-rate or converted to sick leave and added to the member's sick leave accumulation. The option shall be exercised on a form provided for that purpose and shall remain in effect until the member chooses to amend by submitting a subsequent form. If no form is submitted, excess days shall be converted to sick leave.

The accumulation of personal leave for non-certificated/licensed personnel shall not exceed five days. Accumulations in excess of five days, as of the first day of any school year, shall be, at the option of the member, cashed-in (paid) at one-half of the substitute teacher-on-call-per-day-rate or converted to sick leave and added to the member's sick leave accumulation. The option shall be exercised on a form provided for that purpose and shall remain in effect until the member chooses to amend by submitting a subsequent form. If no form is submitted, excess days shall be converted to sick leave.

Personal leave shall be requested in writing or verbally to the Human Resources Department because of the necessity of obtaining substitutes. Whenever feasible, such requests shall be made at least one week prior to the date requested for such leave.

To obtain payment for personal leave, the employee shall sign and file with the office of the Treasurer a form (see appendix) pertaining to the allowance for personal leave. Falsification of such form shall be grounds for disciplinary action up to and including termination.

Requests for personal leave on the day immediately preceding or following a school vacation period will not be approved, except under very unusual circumstances.

Personal leave can be granted only when no compensation is received by the employee from other than school funds.

Personal leave shall be for personal business which cannot be performed at any other time. The teacher need not describe nor reveal the nature of such business, but need only state, in making the request, that the leave is necessary to attend to personal business which cannot be performed at any other time.

35.04 Religious/Holy Day Leave

When an absence is required because of a religious holy day and the employee requesting such leave has exhausted his/her allowed days of personal leave, the leave

will be granted, and when granted, the teacher shall receive not his/her normal per diem pay, but rather, his/her normal per diem pay less the pay of a substitute teacher for a maximum of nine (9) additional days. Any additional days taken beyond twelve (12) for religious holy days will be at no pay. In the event that such teacher subsequently desires personal leave for other than religious holy days after personal leave has been exhausted, up to three days at no pay may be granted under the terms of Section 35.03.

35.05 Professional Leave

Professional leave may be granted for:

35.051 The purpose of visiting other schools, attending to school business, including absence in responding to a subpoena issued in a matter involving discipline of a student or a court proceeding involving a student or rendering professional services.

35.052 For attendance at professional meetings as approved by the Superintendent.

Full pay shall be allowed for professional leave without deduction from sick leave or cumulative leave, provided no compensation is received by the employee from other than school funds during said leave.

35.053 Applications for professional leave shall be made on forms secured from the school principal. Applications shall be completed at least two weeks prior to the intended leave, except where circumstances make this impossible.

35.054 Employees taking professional leave are required to report their absence to the Substitute Employee Management System.

35.055 Educational Research and Dissemination

The Board shall provide up to six (6) days of professional leave per school year to the Union for the sole purpose of providing AFT Educational Research and Dissemination (ER&D) instructor training. The Board shall reimburse the registration fees for up to two teachers per year. Additionally, the Board shall reimburse the Union \$1,500 for a maximum of two ER&D courses sponsored annually as long as an external funding source is available.

The Union shall be solely responsible for assignment of ER&D instructors after discussion at Summit. By May 31, the Union shall submit to the Superintendent those new ER&D courses it seeks to have offered for credit during the ensuing school year. Such courses must not be inconsistent with District initiatives. If the new ER&D course is approved by the Superintendent, for every fifteen contact hours of ER&D coursework, teachers will be granted one credit for salary purposes (duplicate credit will not be granted on the salary schedule for ER&D coursework for which college credit is earned) and credit towards licensure/certification/licensure. Salary credit will only be earned after a teacher has received a Masters Degree.

35.056 Registered candidates for certification under the National Board of Professional Teaching Standards may request and shall be granted two days of professional leave for purposes of preparing for NBPTS assessments. Should the candidate fail to submit the portfolio and fail to complete the NBPTS assessment, two days of personal leave shall be deducted from the candidate's personal leave bank.

35.06 Professional Study

35.061 The purpose of professional study leave is to improve the professional qualifications of the teacher so as to produce a direct benefit to the school district. In the application for professional study leave the staff member shall delineate the specifications for self improvement which shall include: 1) Rationale. 2) General goals for staff member and the benefits to children. 3) Specific measurable objectives for the staff member. 4) Details of how the objectives will be accomplished by the staff member. 5) Procedure for evaluation of the staff member's attainment of goals and objectives. 6) Specific plan for financing leave if compensation is requested.

35.062 With Compensation

The superintendent may grant a leave of absence for full time approved professional study to not more than three staff members at any one time, provided they have served a minimum of five consecutive years in the system.

A staff member granted a leave of absence for full time professional study will, upon recommendation of the Superintendent and approval of the Board, receive compensation of \$4,000 provided the staff member returns to the Cleveland Heights–University Heights school system. Payment of the compensation will be made during December or the first year of service to this school system following the professional leave for study. Compensation from all sources shall not exceed the amount staff member would receive for full time employment in Cleveland Heights.

Should such emoluments exceed teacher's regular salary the amount paid by the Board of Education will be reduced accordingly.

35.063 Without Compensation

A leave of absence may be granted to a staff member for approved professional study at his/her own expense. Time spent in such study will be credited as experience on the salary schedule, provided an official transcript from such study is filed in the Superintendent's Office. Such leave will be granted only after a minimum of two years service in the school system.

35.064 A teacher on leave for professional study shall be returned to employment only at the beginning of the school year in September and then only if on or before April 1, the Director of Human Resources was notified in writing of the intention to return. A teacher wishing to return during the school year may request to do so, but the request will be honored only if a suitable vacancy exists or occurs during the school year. If the request for early return is denied, the leave shall expire at the end of the school year in June, at which time the teacher shall be reassigned.

35.07 Foreign Assignment

35.071 Leave of absence may be granted to not more than 10 staff members at any one time to accept foreign assignment with approval of the Superintendent.

35.072 In the application for foreign assignment leave, the staff member shall delineate the specifications for self-improvement and the resulting direct benefits to the district as outlined above. Time spent in such assignment will be credited as experience on the salary schedule.

35.073 A teacher on leave of absence for foreign assignment shall be returned to employment only at the beginning of the school year in September and then only if on or before April 1, the Director of Human Resources was notified in

writing of the intention to return. A teacher wishing to return during the school year may request to do so, but the request will be honored only if a suitable vacancy exists or occurs during the school year. If the request for early return is denied, the leave shall expire at the end of the school year in June, at which time the teacher shall be reassigned.

35.08 Other Non-Professional Leaves

A one-year leave of absence may be granted at the sole discretion of the Board to a staff member for other than professional study at his/her own expense. Not more than three such leaves will be considered each year. Time spent in such leave will not be credited as experience on the salary schedule. Such leave will be granted only after a minimum of ten years of service in the school system.

35.09 Return from Leave

Employees on return from unpaid leaves are assured of employment, but not necessarily in their former assignment. Generally, employees who are on a leave of absence must notify the Director of Human Resources, in writing, no later than April 1st, of their intention to return to work the following school year or of their intention to extend their leave of absence, if eligible. Employees on a child care leave of absence must notify the Director of Human Resources by April 1st of their intention to return to work the following year or of the intention to extend the leave, if eligible. Failure to make such notification by April 1st will result in an automatic extension of the leave, if the employee is eligible. If the employee has not made written notification to the Director of Human Resources by April 1st, the Director of Human Resources will notify the employee by regular and certified mail that if no written notice of intent to return to work in September is received by April 15th, the failure to submit such intent shall be treated as a resignation and will be acted upon by the Board at its next meeting after April 15th.

35.10 Jury Duty

Employees called to serve on juries will receive full compensation provided written proof of length of duty from bailiff of court is presented to the Human Resources Department.

35.11 Compulsory Leave

A person required to respond to a subpoena issued in a matter involving discipline of a student or a court proceeding involving a student or a court proceeding involving professional services or a person required by the District to attend a due process hearing under IDEA or Section 504 or a student disciplinary hearing (suspension or expulsion) that is during a vacation period, shall be compensated at \$50.00 per half day (3 hours) or any part thereof, or \$100.00 for more than a half day, upon submission of verification to the Director of Human Resources.

A person required to respond to a subpoena or warrant or court proceeding involving discipline of a student or a court proceeding involving a student or a court proceeding involving professional services, resulting in involuntary absence during a school period will receive full compensation upon submission of verification to the Director of Human Resources.

Any compensation received by the teacher, other than the above for compulsory leave pay, including but not limited to witness fees, etc., must be paid to the Board of Education. Time served under compulsory leave will not be charged to sick or personal leave.

35.12 Assault Leave

Pursuant to O.R.C. §3319.143, an employee who is unable to work because of a physical disability received in, or arising out of employment, whether during or outside of school hours and whether on or off school property, resulting from an assault, shall receive full scheduled compensation for the period of total disability less any amount received by the employee under the income continuity policy which is fully paid by the Board and less any compensation received by the employee under the Workers' Compensation Act of Ohio.

No payment shall be made or required for any period during which the employee elects to take sick leave.

The employee shall not qualify for, nor accrue, assault leave except upon submission of an application on a form to be furnished by the Board of Education, justifying the granting of assault leave; and if the employee receives medical attention, the employee shall furnish a certificate/license from his/her licensed physician stating the nature of his/her disability and its expected duration. (See appendix for form.) Employees shall also be required to complete an Incident Report form within ten (10) days of the incident, or as soon thereafter as is possible, disclosing the nature, participants, witnesses, and location of the assault. In addition, an employee receiving assault leave must agree to provide written and/or verbal testimony to assist the Board and the administration as necessary to insure appropriate disciplinary action is taken against the attacker. Falsification of either a signed statement, assault leave form, or a physician's certificate is grounds for disciplinary action up to and including termination.

Payment of assault leave shall be at the regular rate of pay in effect for such employee at the time of such assault. Payment shall also include payment being made or contracted to be made under supplemental contracts during the school year in which the assault occurs.

An employee who is on assault leave must apply for disability benefits under STRS as soon as the employee becomes eligible. Board payment for assault leave shall be discontinued as of the date of the STRS board decision as to whether the employee is eligible for disability benefits or is otherwise eligible for STRS benefits for age or for retirement. An employee who has not been granted STRS disability benefits will be expected to return to work or, if the employee presents appropriate medical documentation, may continue on an unpaid medical leave pursuant to the provisions of Section 35.017 of this Negotiated Agreement. In all other respects not covered by this section, the provisions of O.R.C. §3319.143 shall apply. The Board shall have the right to schedule periodic medical examinations at its expense, not to exceed one per assault leave, to confirm the continuing disability.

An employee who retires pursuant to this section shall have the right to be returned to assignment up to five years after retirement. Upon request, the retiree will be returned to assignment at the beginning of the subsequent school year provided that an appropriate physician's statement is submitted to the Director of Human Resources by May 1 of the preceding school year.

No reduction will be made from the teacher's assault leave, sick leave and/or retirement severance paid by the Board for sums awarded the teacher by the Workers Compensation Commission for a permanent disability.

35.13 Eligibility For Fringe Benefits While On Leave

As to leaves taken pursuant to Sections 35.017, 35.02, 35.06, 35.07, and 35.08 employees will waive retirement and all other benefits during the period of such leave

except that the Board will, on request, continue the insurance coverage with the following provisions:

- A. The employee may have the following choices of benefit packages as follows:
 - 1. Medical and hospitalization, including Medicare, Section 34.01.
 - 2. Self-insured package, Section 34.02 (includes dental, drug, vision and skilled nursing).
 - 3. Fixed cost income disability and life insurance, Section 34.023.
- B. The employee shall choose one package or multiple packages in any combination.
- C. The cost of the benefits chosen shall be borne by the employee.
- D. The choice shall be made before starting the leave and, once made, shall not be changed, except that the employee may elect at any time to discontinue all benefits for the duration of the leave.
- E. The employee cannot choose benefits in which the employee was not participating prior to the leave.

35.14 Part-Time Proration

As to sick and personal leave, members of the bargaining unit employed on less than a full-time basis shall be entitled to such leave prorated according to their fraction of full-time employment.

35.15 COBRA Eligibilities

The Consolidated Omnibus Budget Reconciliation Act of 1986 requires that employers offer certain health plans which were enjoyed by employees and/or their dependents who have lost coverage due to a change in dependency and/or employment status, including termination.

The COBRA qualified beneficiary may elect to continue health coverage they previously enjoyed with the following provisions:

- A. The COBRA qualified beneficiary may have two choices as follows:
 - 1. Variable cost hospitalization including Medicare, Sections 34.011 and 34.012.
 - 2. Section 34.02 (includes dental, drug, vision, skilled nursing in one package).
- B. The beneficiary shall choose one, both, or neither.
- C. The cost of the benefit or benefits chosen shall be 102% of applicable premium.
- D. Coverage notification, choice, payment, beginning, and ending shall all be in compliance with rules of COBRA.

35.16 Job Sharing

Job sharing shall refer to a voluntary option available for teachers, subject to the prior approval of the Superintendent or his/her designee, to share one full-time position.

1. Tenured teachers with at least three years of experience in the District are eligible to job share.
2. Teachers shall assume responsibility for finding job sharing partners. No teacher shall be required to job share.
3. Partnerships must be formed by July 1st for the 2004-05 school year. Should the pilot continue thereafter, a written proposal for partnerships must be submitted by March 1st.
4. The total number of job sharing teachers shall not exceed six (6) district-wide, i.e. three pairs per year, unless approved by the Superintendent or his/her designee.
5. Each teacher shall acquire one year seniority for each year of job sharing worked.
6. A job sharing partnership shall last one (1) school year.
7. The salary of the job sharing teacher shall be the percentage of that teacher's salary as set forth in this Agreement which represents a percentage of the job the teacher performs. Benefits also shall be available on a pro rata basis. For example, if two (2) teachers equally share a position, each teacher will be paid 50% of the salary she/he would otherwise earn and be entitled to 50% of the total fringe benefits paid by the Board under this Agreement. Any difference between the 100% paid coverage and the pro rata entitlement shall be paid by the teacher. It is further understood that, due to the need for coordination of educational programming, the actual work needed to facilitate a successful job share may exceed the percentage assigned by the Superintendent for the pay and benefits and the division of the work shall be agreed upon in writing at the time the job share is approved.
8. In order to maximize the continuity of the educational program of students, each participating teacher shall, with advance notice, substitute for his/her partner and shall be paid the appropriate prorated amount at the daily substitution rate. If the partner cannot substitute, a qualified substitute shall be employed.
9. A written grading philosophy and discipline standard in compliance with existing policies will be agreed upon by the participants and the building principal. Said philosophy and standard will be kept on file in the Principal's office, and distributed and discussed with parents/guardians within the first three (3) weeks after the start of school. The same holds true for new subjects, if applicable.
10. Equity of work load/time on duty will be attempted at all times by all participants concerned. A schedule will be determined and agreed upon before the building schedule is finalized.
11. Both job sharing teachers must attend Curriculum Night and parent conferences scheduled in accordance with the Negotiated Agreement.
12. Between them, job sharing teachers shall be responsible for performing a full-time equivalency of instructional assignments, and attendance at required meetings. Additionally, job share teachers are required to attend mandatory professional development sessions related to their instructional content areas and in-service related to key District initiatives.
13. To be considered for job sharing, the interested teachers must submit a written proposal detailing how the proposed arrangement will work. This detailed proposal shall outline how their educational philosophies are compatible, how they will share a full-time equivalent load of performance responsibilities, and how they will ensure cohesiveness in instruction for students.
14. No later than May 1st, job sharing proposals shall be returned to the job sharing applicants indicating that their applications have been approved or denied by the Superintendent.

15. Should this pilot continue beyond the 2004-05 school year, a job sharing partnership may continue for no more than three (3) years. At the end of the three (3) year period, the partnership may continue only if the total number of allowable partnerships is not previously filled. In that event, the partnership may continue on a year-to-year basis, subject to the approval of the Superintendent or her/his designee. Upon dissolution of the job sharing partnership, the individual job sharing teacher shall be eligible to receive a full-time position subject to his/her certification/licensure.
16. Job Share teachers will be evaluated pursuant to the Negotiated Agreement.

35.17 Catastrophic Leave

Donations of sick leave days to establish and maintain a sick leave bank will be initiated by the Human Resources Department on a form designed and furnished by the Treasurer. Individual members of the bargaining unit may donate a maximum of ten days of sick leave in any one school year.

Any member of the bargaining unit who is currently absent due to a catastrophic, long-term, life-threatening illness or accident and has exhausted all of his/her accumulated sick leave, and has applied but has not yet been approved for STRS or SERS disability, is eligible to receive sick leave days donated by other members of the bargaining unit.

For the purpose of this section, a “catastrophic illness or injury” shall be limited to matters which constitute a significant and serious medical condition such as:

- Amputation of a limb
- Spinal cord injuries
- Severe head injury/trauma
- Severe burns
- HIV spectrum disorders
- Cancer
- ALS (Amyotrophic Lateral Sclerosis)
- Cerebral Palsy
- Muscular Dystrophy
- Hemophilia
- Hepatitis
- Stroke or cerebrovascular event/accident
- Other serious rare disease(s) and/or debilitating conditions (as determined by a duly licensed physician)

Catastrophic or long-term illness is not intended to include maternity leave and/or absence due to childbirth. However, complications resulting from pregnancy or childbirth which result in a catastrophic illness or injury may be included.

Medical documentation shall be provided by the bargaining unit member to the Superintendent or his/her designee and made available when necessary for the determination of whether a catastrophic illness or injury has occurred and provided, as requested, to appropriate individuals.

The employee may make application to the Director of Human Resources to draw from the sick leave bank on an application form agreed to by the Board and the Union. Approval to draw from the sick leave bank shall be granted by the Superintendent’s designee.

Employees qualifying under this section will continue to receive regular salary/wages and benefits until all donated days are exhausted. No employee will receive more donated sick leave than the workdays remaining in the school year in which they become eligible.