

9. **EXCESSIVE USE OF SICK LEAVE:** A teacher may be required to provide a medical explanation after ten (10) days absence during a school year. If the immediate supervisor suspects he/she is abusing sick leave, he/she may be required to obtain a physician's statement.
  10. **EXHAUSTION OF SICK LEAVE:** In the event a teacher uses all of his/her sick leave, the Board shall permit said employee to remain on current board insurance plan under FMLA and under COBRA requirements provided said employee pays any and all insurance premiums to the District. As a condition of said agreement, the teacher shall furnish the Board written verification from a physician of the need for the teacher to remain away from employment.
  11. **FALSIFICATION OF SICK LEAVE USE:** If an employee falsifies a request for sick leave, he/she shall be subject to discipline under Article 6(X). The falsification of sick leave statement is grounds for suspension or termination of employment.
  12. **SICK LEAVE ADVANCEMENT:** Each new employee or member who has exhausted all of their accumulated sick leave, shall be advanced a maximum of five (5) days sick leave, which shall be paid back to the Board upon future accrual by the employee. This advancement is only available once per school year. These five days shall be part of the total number of accumulative days to which the employee is entitled for the year of employment.
- C. **SICK LEAVE BANK:** The purpose of the Sick Leave Bank is to provide paid days for serious personal illness or family illness or death to contributors to the bank who have exhausted their accumulated sick days. Allotments will be limited to participating employees for use only in cases of illness, injury, non-elective surgery occurring under unusual, severe or emergency conditions or death as determined by the Sick Leave Bank Committee (SLBC).
1. **ENROLLMENT:** Employees may enroll in the Sick Leave Bank during the month of September of each school year.
  2. **CONTRIBUTION REQUIREMENT:** Upon enrollment, a member shall contribute one (1) of his/her accumulated sick days to the Sick Leave Bank by September 30th. Days contributed to the Sick Leave Bank are non-returnable. The sick leave bank balance may not exceed 130 days at any time. Any member may contribute up to three (3) additional days each year.
  3. **ASSESSMENTS:** Whenever the total number of available days in the Sick Leave Bank falls below thirty (30), the SLBC may require the Sick Leave Bank enrollees to donate up to one (1) additional day of their accumulated sick days to the Sick Leave Bank.

4. **SICK LEAVE BANK COMMITTEE:** The Sick Leave Bank Committee shall be composed of the Association President and two (2) participating members appointed by the Association President for one (1) year terms.
  5. **SLBC RESPONSIBILITIES:** The SLBC shall review and approve or deny all applications to the Sick Leave Bank. The SLBC shall also determine the necessity for additional contributions to the bank and shall notify bank members of the need for said contributions. The SLBC shall be responsible for reporting data concerning the Sick Leave Bank to the Treasurer. Decisions of the SLBC are final.
- D. UNPAID LEAVE FOR PERSONAL ILLNESS OR DISABILITY:** A member who is unable to teach because of personal illness or disability may be granted an unpaid leave, up to two (2) years pursuant to ORC 3319.13.
- E. ASSAULT LEAVE:** Any individual assaulted as a result of his/her employment or assignment of duties, the Board will grant a leave of absence for a maximum of thirty (30) days per member each school year. The leave may be extended by the Board of Education. The leave will be granted with full pay and benefits status. Assault leave will not be charged to sick leave or any other leave.
1. **NOTIFICATION OF ASSAULT:** The teacher will report the incident to a building administrator immediately.
  2. **NOTIFICATION OF USE OF ASSAULT LEAVE:** Members may request assault leave upon notification to their Building Principal.
  3. **CONFERENCE REGARDING ASSAULT:** Within the suspension period, a conference shall be held with the student, parents, teacher, and administrator and/or a representative of the parties involved. A mutual, acceptable agreement should be reached. A reasonable effort will be made to reassign the student at teacher's request.
  4. The bargaining unit member shall agree to cooperate fully in pursuing any legal or police action by the Board or the State on behalf of the bargaining unit member and/or the Board of Education.
  5. Falsification of either the signed statement of the events or circumstances surrounding the assault or the physician statement shall be grounds for disciplinary action.
- F. CHILD CARE LEAVE:** Upon expiration of sick leave for pregnancy, health leave without pay for the purpose of having a baby, the birth of a baby if no sick or health leave is requested, or the adoption of a pre-school aged child three (3) years or younger, a professional staff member requesting a leave to remain home with the new child shall be granted a leave without pay by the Board.