

**GARI - COMPENSATED LEAVES AND ABSENCES  
RELEASED TIME POLICY**

**GARI**

Employees may be granted compensated leaves and absences.

**APPROVED: August 6, 1973**

**AMENDED: January 12, 1987**

**AMENDED: May 13, 1996**

**REVIEWED: November 13, 2000**

**REVIEWED AND APPROVED: February 13, 2012**

**APPROVED: November 12, 2013**

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**GARI-R**

**DEFINITIONS:**

- 1). Released time is defined as absence from duty for illness, compensated leave, or authorized school business.
- 2). Released time for sick leave shall include:
  - A). Illness of the employee;
  - B). Serious illness or death in the employee's immediate family, which shall include spouse, child, mother, father, grandfather, grandmother, father-in-law, mother-in-law, sister, brother, brother-in-law, sister-in-law, nephew, niece, grandchildren, spouse's grand-parents, aunt, uncle, or other relative whose established residence is in the home of the employee;
  - C). Medical or dental appointments of the employee, spouse and children; and,
  - D). Maternity and paternity leave.
  - E). The funeral of a close friend or neighbor if approved by the building principal.
- 3). Released time for compensated leave shall include days absent from duty other than those defined as sick leave.
- 4). A qualifying school employee is defined as personnel eligible for membership in KPERS. The Superintendent of Schools, Principals, Vice-Principal and Directors shall be excluded from the provisions of this policy.
- 5). Annual credit is defined as released time granted an employee at the beginning of each contract period as set forth by the Schedule of Annual Credits.
- 6). Terminating benefits are defined as accumulative credit at retirement or death, multiplied by a percentage factor of the daily gross wage. Retirement means terminating employment with this school district and eligibility for KPERS retirement benefits.
- 7). Daily Gross Wage for teachers is defined as the base pay in the contract, including extra duty pay (excluding supplementary contracts for drivers education, summer music programs and summer Title I programs), divided by the number of working days in the contract.

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- 7a). Daily Gross Wage for employees on an hourly basis is defined as the average hours normally worked each day, multiplied by the hourly rate in the agreement or contract, including assigned overtime.
- 8). Authorized School Business is:
- A). Performing duties of the contract;
  - B). Attending, at the request of the Superintendent or the approval of the Superintendent, one of the following:
    - 1). Contract related educational meetings, seminars, trips, or workshops;
    - 2). Attending a funeral or other function to represent the school district;
    - 3). Performing at, or attending, non-professional meetings having a direct relationship to school and community service;
    - 4). Funeral of an employee, student, or retired employee; and,
    - 5). Jury duty.

No deductions in salary or sick leave shall be made for Authorized School Business.

**REGULATIONS**

- 1). Credits may be accumulated only in Unified School District No. 273. Years of service in districts to which U.S.D. No. 273 is the successor district shall be counted.
- 2). Employees on the payroll at the effective date of this policy shall have accumulated absence credit carried as sick leave credit.
- 3). Employees shall begin each contract year with the stipulated number of sick leave days, compensated leave days, plus the accumulated sick leave days, if any.

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**ANNUAL DAYS PER CONTRACT**

<b>Sick Leave</b>	<b>5</b>
<b>Compensated Leave</b>	<b>5</b>
<b>Compensated leave credits may be used for sick leave during the contract period and compensated leave not used carries forward to the sick leave credit balance. Sick leave credits cannot be used for compensated leave.</b>	

- 4). The maximum accumulation for sick leave shall be 120 days.
- 5). Compensated leave shall not be accumulative.
- 6). Compensated leave must be requested, in writing, to the principal or special education director at least three (3) duty days in advance of the date to be absent. Compensated leave, unless required by law, dangerous road conditions, college graduation of the employee, employee's spouse, employee's children or employee's grandchildren, will not be granted:
  - any day during the first and last weeks of school;
  - the day before or the day after a school holiday, vacation or workday or flex day;
  - on in-service days, or parent/teacher conference days.

However, the principal or director may exercise discretion and waive any of the exclusions in the case of an emergency. The principal or director may also exercise discretion for a child moving to college or for a pertinent family reason that does not extend onto Thanksgiving break, Christmas break, Spring break, Easter break, In-Service days or Parent Teacher Conferences. The principal or director must determine the availability of substitutes for staff on requested compensated leave dates. The unavailability of substitute teachers for a requested date would provide cause for denial of a compensated leave day.

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7). In the event of a weather-related “Emergency Closing” of School (See Policy AFC – Emergency Closings), classified employees may use accumulated compensated leave days providing the total paid time for the week does not exceed forty (40) hours.

The compensated leave days may be taken in half or full day increments.

**SALARY DEDUCTIONS WHEN CREDITS HAVE BEEN EXHAUSTED:**

When accumulative credits have been exhausted, deductions from salary for loss of time shall be computed on a daily gross wage basis as defined in (7) and (7a) under Definitions. Employees who have used their annual compensated leave days may take additional noncompensated days only with the written permission of the Superintendent of Schools.

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**GARI-R-5**

**TERMINATION BENEFITS:**

1). At retirement, or death, or total disability, an employee will be paid termination benefits according to the following schedule:

**Benefits are computed on a percent of Daily Gross Wage as defined in Section (7) or (7a) under Definitions in this policy. Computation will be made on the basis of the last contract under which the employee received payment and performed service. Accumulated leave multiplied by Daily Gross Wage multiplied by the percentage below equals Termination Benefit.**

<b>YEARS OF SERVICE U.S.D. NO. 273</b>	<b>0-5</b>	<b>6-11</b>	<b>12-17</b>	<b>18-23</b>	<b>24+</b>
<b>RETIREMENT (PERCENT OR DOLLAR AMOUNT, WHICHEVER IS LESS)</b>	<b>0</b>	<b>5% \$900</b>	<b>10% \$1800</b>	<b>15% \$2700</b>	<b>20% \$3600</b>
<b>DEATH OR PERMANENT DISABILITY</b>	<b>25%</b>	<b>25%</b>	<b>25%</b>	<b>30%</b>	<b>30%</b>

- 2). Termination pay is subject to local, state and federal payroll deductions.
- 3). In the event of death of an employee eligible for termination benefits, payment will be made to the beneficiary designated to KPERS unless another beneficiary is designated in writing and filed with the Clerk of the Board of Education.
- 4). In the event of total and permanent disability which renders the employee unable to fulfill the duties of his/her contract, the employee will be paid according to the above chart for all accumulated sick leave days as of the date the employee asks to be released from contract, or as of the date the Board of Education declares the employee totally disabled under the law.

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**GARI-R-6**

Release Time for Bereavement:

1. Each employee may take up to two (2) days per occurrence of paid leave for reasons of bereavement due to the death in the immediate family. Immediate family is defined as an employee's parent, spouse, cohabitant, grandparent, parent-in-law, surrogate parent, sibling, step-sibling, child, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepchild, grandchild, aunt, uncle and first cousin.
2. If the employee has either distant travel or funeral arrangements to make, he/she may use sick days and or personal days as paid leave for reasons of bereavement.
3. The employee must communicate the leave and the extent of the leave with their building principal or director.

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AMENDED: January 14, 1991

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