



Board of Director's Policy Personnel 400 Series

Policy # 400.3

Leaves of Absence

Leaves of absence are intended to ensure the welfare of students while providing a flexible plan that meets individual's needs as well as meeting the overall needs of the School.

A. SICK LEAVE:

1. Full time teachers shall be granted sick days in accordance with the Collective Bargaining Agreement.
2. Part time teachers shall be granted sick days prorated to the extent of their full time equivalency and the Collective Bargaining Agreement.
3. Full Time Instructional Assistants who are full time employees shall be granted the same number of sick days as the Teachers. Such leave shall not accumulate from one year to the next.
4. All part time teacher assistants and other part time support personnel shall be granted sick leave prorated to the extent of their full time equivalency. Such leave shall not accumulate from one year to the next.
5. Non Instructional Full time employees shall receive six (6) sick days annually. Such leave shall not accumulate from one year to the next.
6. Sick leave is intended to be used during times of personal illness or to attend to the illness of a spouse, child, parent, grandparent or other members of the extended family. It may be used to accommodate medical appointments, which cannot be scheduled during non-work time.

B. GENERAL REQUIREMENTS FOR FAMILY AND MEDICAL LEAVE ("FMLA LEAVE")

1. Eligibility for 12 Weeks of Unpaid Leave and Purpose of Leave

Pursuant to the *Family and Medical Leave Act* (the "FMLA"), any employee who has been employed by the Board of Education for at least 12 months, and has worked at least 1,250 hours during the preceding 12 months, shall be entitled to an unpaid leave of absence of up to 12 work weeks during a 12-month period for the following purposes:

- (a) the birth of a child and to care for the newborn child, provided the leave is completed no later than 12 months after the birth of the child;
- (b) the placement of a child with the employee for adoption or foster care, provided the leave is completed no later than 12 months after the placement of the child;
- (c) care for the employee's spouse, child or parent with a serious health

condition;

- (d) the treatment of a serious health condition that makes the employee unable to perform the functions of the job; or
- (e) a qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation (i.e., active duty leave).

2. Calculation of 12-Month Period

The 12-month period for purposes of calculating FMLA leave shall be July 1 to June 30.

3. Eligibility for 26 weeks of Unpaid Leave — Service member Family Leave

In addition to the above purposes, any employee who has been employed by the Board of Education for at least 12 months, has worked at least 1,250 hours during the preceding 12 months, and who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to an unpaid leave of absence of up to 26 work weeks during a single 12-month period, as described below, to care for the covered service member with a serious injury or illness. Such leave entitlement is a one time entitlement per covered service member per injury or illness. An eligible employee may be entitled to take more than one period of 26 work weeks of leave if the leave is to care for different covered service members or to care for the same service member with a subsequent injury or illness, except that no more than 26 workweeks of leave may be taken within any single 12-month period.

This 26 workweek entitlement is a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the single 12-month period, provided that the employee is entitled to no more than 12 weeks of leave for one or more of the purposes set forth in B.1 above.

The single 12-month period referred to in this section begins on the first day the eligible employee takes FMLA leave to care for a covered service member and ends 12 months after that date, regardless of the method used by the District designated in Section B.2 above to determine an employee's 12 work weeks of leave entitlement for other FMLA-qualifying reasons.

4. **Intermittent or Reduced Schedule Leave**

- (a) FMLA leave may be taken on an intermittent, or a reduced schedule, basis for an employee's own illness or injury, to care for a sick family member, or to care for a covered service member when medically necessary or when necessary because of any qualifying exigency. FMLA leave may not be taken on such basis after the birth or adoption of a child or placement of a child in foster care unless approved by the Board, except in situations when the mother or newborn child has a serious health condition.
- (b) If the request for intermittent leave or leave on a reduced schedule is foreseeable based upon planned medical treatment for the employee, a family member or a covered service member, including during a period of recovery from one's own serious health condition, the Board may require the employee to transfer temporarily to an available alternate position which better accommodates recurring periods of leave, subject to the special leave rules for instructional employees in Section D.2 below.

5. **Health Insurance**

During FMLA leave, the Board shall maintain group health insurance coverage under the same conditions that would have been provided if the employee was working. If an employee does not return to work after an unpaid FMLA leave, the employee shall repay the cost of health insurance premiums paid by the Board unless the employee's failure to return is due to (a) the continuation, recurrence or onset of a serious health condition of the employee, or the employee's family member, or a serious injury or illness of a covered service member, which would otherwise entitle the employee to FMLA leave or (b) other circumstances beyond the employee's control.

6. **Return to Work**

Upon return from FMLA leave, the employee shall be placed in the same position the employee held when the leave commenced or an equivalent position with equivalent benefits, pay and other terms and conditions of employment. Nothing herein shall grant the employee greater rights to reinstatement, benefits, or conditions of employment than if the employee had been continuously employed. A key employee may be denied restoration to employment if it is necessary to prevent substantial and grievous economic injury to the operations of the Board.

C. COMBINATION WITH OTHER LEAVES

Any employee qualifying for FMLA leave *will be required* to first substitute any other applicable paid leave (e.g., sick leave and/or vacation leave or personal leave) for unpaid FMLA leave. The substitution of accrued paid leave shall be in accordance with the terms and conditions of the Board's paid leave policies. If such paid leave is less than 12 work weeks (or 26 work weeks), FMLA leave may then be used to allow for a total leave (whether paid or unpaid) of 12 (or 26) work weeks duration. Any leave, whether paid or unpaid, taken for an FMLA qualifying reason, shall be deducted from an employee's total FMLA leave.

The use of FMLA leave shall not preclude the use of other applicable paid or unpaid leave that would extend the employee's leave beyond 12 (or 26) work weeks, but the use of FMLA leave shall not serve to extend any such available leave. Additionally, if an employee is absent from work due to a compensable injury on the job and/or occupational disease under the Workers' Compensation Act, such absence will be deducted from the employee's 12-week FMLA entitlement if the injury/illness is one that meets the criteria for a serious health condition.

D. SPECIAL LEAVE RULES FOR INSTRUCTIONAL EMPLOYEES

1. **Required Continuation of Leave**

The Board may require an instructional employee to continue taking FMLA leave until the end of the semester if:

- (a) the leave begins more than 5 weeks before the end of the semester, the leave will last at least 3 weeks and the instructional employee would otherwise return to work during the last 3 weeks of the semester; or
- (b) the leave (which is for a purpose of the birth of a son or daughter, the placement of a son or daughter for adoption or foster care, to care for a spouse, son, daughter, or parent with a serious health condition or to care for a covered service member) begins during the last 5 weeks of the semester, the leave will last for more than 2 weeks and the instructional employee would otherwise return to work during the last 2 weeks of the semester; or

- (c) the leave (which is for a purpose of the birth of a son or daughter, the placement of a son or daughter for adoption or foster care, to care for a spouse, son, daughter, or parent with a serious health condition or to care for a covered service member) begins during the last 3 weeks of the semester and the leave lasts more than 5 working days.
- (d) Any leave required by the Board to be taken until the end of the semester shall not be counted as FMLA leave. However, the Board shall continue to maintain health insurance group coverage, pursuant to Section B.5 above, and the employee shall be entitled to the restoration rights set forth under Section B.6 above.

2. Reduced Schedule or Intermittent Leave

If an instructional employee requests FMLA intermittent leave or leave on a reduced schedule to care for a family member with a serious health condition, to care for a covered service member, or for an employee's own serious health condition, which is foreseeable based on planned medical treatment that would cause such employee to be on leave for more than 20% of the total number of working days over the duration of the leave, the Board may require the employee to choose either to:

- (a) take the leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
- (b) temporarily transfer to an available alternate position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave.

If an employee elects to take the leave for a "period or periods of a particular duration," the entire period of leave taken will count as FMLA leave.

E. SPOUSES EMPLOYED BY SAME EMPLOYER

1. If leave is taken by spouses who are both employed by the Board for birth or placement of a child for adoption or foster care, to care for the child after placement or birth, or to care for the employee's parent with a serious health condition, such leave is limited to a combined total of 12 work weeks. This limitation does not apply to leave taken by either spouse to care for the other spouse or a child with a serious health condition, or for leave taken due to the employee's own serious health condition
2. If leave is taken by spouses who are both employed by the Board to care for a covered service member with a serious injury or illness or in combination with a leave under Section D. above, such leave is limited to a combined total of 26 work weeks during the single 12-month period.

F. FMLA CONTROLLING

In the event this Policy or its Administrative Procedures conflict with the FMLA, the FMLA shall control. To the extent that this Policy or its Administrative Procedures are silent on a matter covered by the FMLA, the FMLA and its implementing rules and regulations shall control.

G. PERSONAL LEAVE

Personal Leave is intended to be used to conduct compelling personal business, which cannot be accommodated during scheduled non-work time. Personal leave requests must be submitted at least three days (3) prior to the requested date of absence in case a sub needs to

be procured. In the event of an emergency the three (3) day advance notice may be waived at the discretion of the administration

1. Full time teachers shall be granted personal leave per the Collective Bargaining Agreement
2. Part time teachers shall be granted personal leave prorated to the full time equivalency of their work schedule.
3. Support staff shall be granted three (3) days personal leave unless their work schedule is less than full time. In such latter cases personal leave shall be prorated to the full time equivalency of their assigned work schedule.

H. BEVEAVEMENT LEAVE

Bereavement leave for up to three (3) days at full pay shall be granted for the death of a member of the staff member's immediate family or member of his/her household. Immediate family includes a spouse or domestic partner, a parent or parent of a spouse or domestic partner, a child or stepchild, a sibling, a grandparent, or grandchild. Bereavement leave is granted in addition to the sick and personal days provided to the staff member according to his or her contract.

I. MILITARY LEAVE

Military leave will comply with applicable state and federal statutes and regulations.

J. JURY LEAVE

Regular salary will be paid to staff called to serve as jurors.

K. VACATION

Full time employees shall have paid vacation time. The benefit shall will be established by the Executive Director and be consistent according to the category of employment. The Board will determine the Executive Director's as detailed in the Executive Director's employment contract. Paid vacation shall not include the days during which the School is officially closed, approximately two weeks at the Christmas Holiday time and one week at the Spring Break time.

L. GRANDFATHER CLAUSE

A non-instructional at-will employee whose benefit(s) on the effective date of this policy revision are greater than the benefit(s) specified in the policy shall retain such higher benefit(s).

* Changes to the FLMA Act and any updates will supersede any language contained in this Policy

Adoption Dates:

Adopted: July 2004

Revised and Adopted: February 2015