

# **CODE 9- LEAVE**

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**9.01.1 ACCRUED PAID LEAVE: SICK LEAVE**

Sick leave may be used for personal illness or disabilities not of a permanent nature, including problems related to pregnancy or childbirth, and necessary appointments with physicians or dentists. However, employees are encouraged to schedule appointments during non-duty hours whenever possible.

(ALSO SEE 2.04.6 G. SICK LEAVE FOR SUMMER SCHOOL EMPLOYEES )

**A. Accumulation of Sick Leave**

1. Sick leave may be accumulated without limit.
  - (a) Full-time regular employees accumulate one (1) times the number of hours worked per day of sick leave per month of employment.
  - (b) Part-time regular employees accumulate sick leave in proportion to the amount of time worked daily. For example: a half-time employee accumulates one-half (1/2) day of sick leave per month.
  
2. For purposes of computing sick leave allowances at the end of the calendar month in which the employee is appointed the following schedule is used:
  - (a) Employed on or before the 10th of the month 1 times number of hrs.
  - (b) Employed between the 11th and 20th day of the month 1/2 number of hrs.
  - (c) Employed on or after the 21st of the month no credit

(cont.)

**9.01.1 ACCRUED PAID LEAVE: SICK LEAVE (continued)**

## A. Accumulation of Sick Leave (continued)

3. In subsequent months leave allowances are based on completed calendar months of service, except that for the final month of employment, the following schedule is used:

- (a) Separated on or before the 10th of the month                      no credit
- (b) Separated between the 11th and 20th day of the month                      1/2 number of hrs.
- (c) Separated on or after the 21st day of the month                      1 times number of hrs.

4. Less-than-12-month employees, who fulfill all obligations of their contract, are granted the full sick leave allowance for the month of June.

**B. Proof of Illness**

1. Since the principal/director is responsible for preventing the abuse of sick leave privilege, whenever there is reason to suspect abuse of sick leave, the principal or supervisor may require, at that time, reasonable proof of illness including a certificate from a physician.
2. A physician's certificate is required in every case of absence of five (5) or more consecutive days. This certificate shall state the kind and nature of the illness or injury and that the employee has been incapacitated from work for the period of absence. When such proof of illness is required and not presented, the absence may be considered leave without pay.
3. Following six (6) weeks of sick leave, the employee shall submit additional certification from his/her physician that his/her physical condition requires further absence. Medical certification is required under the Family and Medical Leave Act (FMLA) for any sick leave determined to be FMLA leave.

**9.01.1 ACCRUED PAID LEAVE: SICK LEAVE (continued)****C. Reinstatement of Sick Leave Credit**

1. If an employee is on an approved leave of absence without pay for 10 or more working days in any calendar month, sick leave is not accrued for that month. Upon return to work from an approved leave without pay, the employee is entitled to accrued sick leave earned prior to beginning the leave.
2. If an employee is re-employed after termination of less than two (2) years, previously earned sick leave credits shall be reinstated provided the employee did not receive a pay out of "sick leave hours" at the time of termination.

**D. Family Illness**

Leave with full pay, not in excess of three (3) days per illness, may be granted to an employee in case of serious illness in the immediate family. The leave shall be charged against the employee's accumulated sick leave. Immediate Family: natural parents, adoptive parents, foster parents, stepmother, stepfather, wife, husband, children, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, on-in-law, daughter-in-law, grandmother and grandfather, and any other relatives living in the household of the employee.

(cont.)

Adopted April 20, 1978  
Revised/Adopted November 21, 1984  
Revised/Adopted December 17, 1990  
Revised/Adopted June 24, 1997

See: School Board By laws and Policies, Section 7.41. Sick Leave  
School Board Bylaws and Policies, Section 7.43. Family Illness  
Family and Medical Leave Act of 1993

**9.01.1 ACCRUED PAID LEAVE: SICK LEAVE (continued)****E. *Transfer of Sick Leave Credits***

Accumulated sick leave earned by instructional or administrative employees, transferring to Richmond Public Schools from other school divisions in Virginia shall be accepted at full value upon presentation of appropriate proof of such credits by an employee.

**F. *Selling Unused Sick Leave***

Active employees with 10 or more years of service, shall have the option of selling sick leave, accumulated over 100 days, back to the system with a maximum of 50 days per year, at the 1/2 substitute rate.

**G. *Payment for Unused Sick Leave***

Employees who have served five (5) or more years of continuous employment with Richmond Public Schools shall be compensated for unused sick leave upon resignation, retirement, termination for cause, or death.

1. Each employee shall receive as compensation for the first unused 100 days of sick leave, one half (1/2) of the daily compensation paid to a substitute teacher, based on the daily rate, during the year in which the employee resigned, retired, died or was terminated.
2. Beginning with the 101st unused sick day, the employee is eligible to receive the full daily compensation paid to a substitute teacher, based on the daily rate, during the year in which the employee resigned, retired, died or was terminated.

Dated 7/15/83  
Revised 6/24/97

See: School Board Bylaws and Policies, Section 7.41D. Sick Leave  
Family and Medical Leave Act of 1993  
School Board Bylaws and Policies, Section 7.41E. Sick Leave (Adopted 6/20/96)  
School Board Bylaws and Policies, Section 7.41F. Sick Leave (Adopted 6/20/96)

**9.01.2      ACCRUED PAID LEAVE: PERSONAL LEAVE**

Since a significant number of absences for personal leave reasons during the same day or period has an adverse impact on school operations, principals are encouraged to develop building guidelines designed to minimize or control absences during critical periods, i.e. at the end of the school year, during testing periods, etc.

**A.      *Less-Than-12 Month Contracts***

1.      Up to three (3) days of paid leave are allowed each year to less-than-12-month contracted employees for personal leave. Unused personal leave may be credited to sick leave accrual only at the end of the current school year.
  
2.      Leave of one (1) day's duration may be approved by the principal/director. The employee need not divulge the reason for absence, but should obtain prior approval unless emergency or unusual conditions exist. Requests for two (2) or more days of leave or for one (1) day taken in conjunction with a holiday period or spring break shall be made in writing to the Superintendent through the principal. This request shall be submitted at least three (3) days prior to the anticipated dates of absence and shall state the nature of the business.

**B.      *Contracts Which Are Changed to 12 Month Contracts***

When an employee's contract is changed from 9 1/2, 10, or 11 months to 12 months, unused personal leave is credited to sick leave at the time of contract change.

**C.      *Religious Leave***

Absence for religious holidays may be considered in the category of personal leave. Richmond Public Schools shall make all reasonable efforts to accommodate the religious beliefs, observances, and practices of its employees. These shall consider the instructional needs of the classroom, and shall include, but are not limited to, voluntary substitutes and "swaps," flexible scheduling, lateral transfer, change of job assignments, and any

other methods which would not result in more than a minimum cost to Richmond Public Schools and would not result in undue hardship on the conduct of its business.

Dated 6/15/85  
Revised 6/24/97

See: School Board Bylaws and Policies, Section 7.45. Personal Leave



**9.01.3 ACCRUED PAID LEAVE: VACATION**

All 12-month full-time employees earn a vacation allowance which may be accumulated up to a maximum of 24 months accumulation. Employees may not use vacation during the first six (6) months of employment without the written approval of the Human Resources Department. Less-than-12-month employees generally do not earn vacation leave, but they are not required to work on school holidays or on snow days when schools are officially closed.

**A. Accumulation**

1. On January 1 of each year, vacation leave, including accumulation of compensatory hours, shall be reduced to the last 24 months accumulation. At other times, accumulation may exceed the prescribed limits.
2. Twelve-month full-time employees accumulate vacation credit as follows:

| <u>Years of Service</u> | <u>Rate Per Month</u> | <u>Maximum Accumulation</u> |
|-------------------------|-----------------------|-----------------------------|
| Less than 10            | 10 hours              | 240 hours                   |
| 10 or more              | 12 hours              | 400 hours                   |

3. Regularly contracted 12-month part-time personnel receive vacation leave credit in proportion to the actual days or months on duty.

4. Teachers of Military Science

All Military instructors shall accrue vacation leave credit based upon 2.5 times the number of hours worked per day. Maximum accumulation is 480 hours. On June 30 of each year, vacation leave shall be reduced to the last 24 months accumulation.

|  | <u>Maximum Accumulation</u> |
|--|-----------------------------|
| Rate per month 20 hours<br>(or 2.5 days per month) | 480 hours<br>(or 60 days)   |

(cont.)

**9.01.3 ACCRUED PAID LEAVE: VACATION (continued)****B. *Upon Termination or Transfer***

1. Individuals who terminate employment with the school division shall be paid for unused vacation leave credit up to the 24 months accumulation. No payment shall be made for vacation leave in excess of 24 months accumulation.
2. If an employee is changed from a 12-month contract to a less-than-12-month contract and has accumulated vacation hours, payment shall be made for the unused vacation hours up to the maximum accumulation.

**C. *Compensatory Days***

An employee with compensatory days to credit shall use them before using vacation leave. Compensatory time not reported to the Finance Department through the official time and attendance system shall not be carried from one (1) year to the next.

**D. *Scheduling***

Vacation leave scheduling shall be arranged with and approved by the employee's immediate supervisor.

Dated 7/18/83  
Revised 6/24/97

See: School Board Bylaws and Policies, Section 7.49.  
Vacation: Twelve-Month-Employees  
(Revised /Adopted 6/20/96)  
School Board Bylaws and Policies, Section 7.50. Vacation: Less-Than-Twelve-Month-Employees

**9.02.1 PAID LEAVE: PARENTAL LEAVE**

*Parental Leave With Pay* is granted to an employee with full pay for a period of 30 days for infant care duties following childbirth or adoption. Any employee, male or female, is eligible for *Parental Leave With Pay* upon verification of the mother's confinement date of childbirth or confirmation of adoption by the appropriate agency. This leave shall be charged against the employee's accumulated sick leave. If an extension of the employee's leave is approved beyond 30 days, he/she shall be placed on Parental Leave Without Pay status. In cases where both mother and father are employees, only one (1) shall be granted leave for any one (1) childbirth or adoption.

Dated 6/24/97

See: School Board Bylaws and Policies, Section 7.41. Sick Leave  
Administrative Procedures, Code 9.03.4. Family and Medical Leave

**9.02.2 PAID LEAVE: BEREAVEMENT LEAVE**

An employee shall be granted leave of no more than five (5) days with full pay for death in the immediate family. When granted, such leave is not charged against any leave accumulation.

Definition

The immediate family is defined as natural parents, adoptive parents, foster parents, stepmother, stepfather, wife, husband, children, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather, and any other relative living in the household of the employee.

Dated 10/5/87

See: School Board Bylaws and Policies, Section 7.44. Bereavement

**9.02.3 PAID LEAVE: INJURY LEAVE AND WORKERS' COMPENSATION**

- A.** Injury leave with net pay shall be granted an employee who has sustained a compensable injury or occupational disease as defined under the Virginia Worker's Compensation Act. Injury leave is independent of other leave accruals. For the first six (6) months of injury leave, an employee is entitled to an amount equal to net salary. Continued payments of net salary beyond the initial six (6) month period may be granted in increments of up to six (6) months, subject to administrative approval.
- B.** If an employee does not return to work upon expiration of approved leave, the Superintendent, after investigating the circumstances, may charge such absence to vacation leave, or to leave without pay, or may consider it as grounds for disciplinary action.
- C.** An employee receives an amount equal to his net salary while absent on approved injury leave. Included in the amount paid as injury leave is the sum required under the Virginia Worker's Compensation Act.
- D.** The provisions of this policy are not retroactive and only apply to claims arising after its adoption.

Adopted April 20, 1978

Revised May 5, 1981

Revised/Adopted November 21, 1984

Revised/Adopted December 17, 1990

Revised/Adopted April 5, 1996

See: School Board Bylaws and Policies, Sections 7.42. Injury Leave

**9.02.4 PAID LEAVE: EDUCATIONAL LEAVE WITH PAY****A. Professional Leave**

Employees may be allowed to represent the school division at professional and educational meetings, to participate in workshops and serve on committees, and to observe other personnel without loss of contracted pay, provided approval has been secured previously from the Superintendent or designee.

**B. Educational Trips**

Instructional Personnel may be allowed approved educational trips. Absences for such trips may be charged to some combination of educational and personal leave, and/or to leave without pay at the discretion of the Superintendent or designee.

**C. Procedure for Either Professional Leave or Educational Trips**

Requests for either Professional Leave or Educational Trips shall be submitted by the employee through his/her principal or supervisor to the appropriate director for approval. Directors submit their request to the Superintendent or designee, as appropriate. The request shall show the proposed activity will be beneficial to the school division.

**D. Sabbatical Leave**

Personnel who have been employed by the School Board for six (6) consecutive years prior to the year in which sabbatical leave is to commence shall be eligible to apply for a sabbatical leave for no more than one (1) full year. The request, including reasons for such leave, shall be presented in writing to the Human Resources Department. Sabbatical leave shall be requested by January 15 of the year prior to the school year for which the sabbatical is being requested.

1. The purpose of sabbatical leave shall be flexible enough to provide for the specific needs of the individual and schools. Unusual cases shall be given special consideration by the Superintendent and the School Board.
2. Sabbatical leave recipients shall be paid 50 percent of the salary they would have earned had they remained in their regular job, and they shall agree to return to employment with the School Board for a minimum of two (2) years.

**9.02.4 PAID LEAVE: EDUCATIONAL LEAVE WITH PAY (continued)**

D. Sabbatical Leave (continued)

3. Such leave may be granted by the School Board when, in its judgment, there are sufficient funds and the leave is justifiable according to the needs of the school division. The Human Resources Department shall notify the requesting party of approval or rejection of the request.

(ALSO SEE EDUCATIONAL LEAVE WITHOUT PAY 9.03.2)

Dated 11/21/84  
Revised 6/24/97

See: School Board Bylaws and Policies, Section 7.37. Professional Leave  
School Board Bylaws and Policies, Section 7.38. Educational Trips  
School Board Bylaws and Policies, Section 7.52. Sabbatical Leave

**9.02.5 PAID LEAVE: MILITARY LEAVE****A. Leave With Pay**

1. Any employee is eligible to receive military leave with pay for field training or active duty with any of the armed forces or auxiliaries to the armed forces of the United States. This leave may not exceed 15 work days in any calendar year. It is independent of vacation leave.
2. All employees are expected to fulfill their military obligation during the summer and are not eligible to receive military leave with pay except when the required period of duty may only be scheduled during the contract period. Employees shall present a letter from their immediate military supervisor specifying the reason the leave shall be taken during the individual's contract period. This letter should be submitted to their immediate supervisor at least 30 days prior to the planned start date of the military leave. Then, leave not to exceed 15 work days in any federal fiscal year may be granted with pay, if during the school year.

**B. Leave Without Pay**

1. The Superintendent or designee may grant military leave without pay to an employee who is ordered to active duty in the military of the United States.
2. Any employee who returns from military leave shall have the advantage of any step increases which would have been due if the employee had remained continuously in the service of the school division. The employee shall have also prior sick leave credit restored. The employee will not accrue sick or vacation leave credit during the military leave absence.

**C. Re-employment**

When an employee on military leave requests to return and fails to do so when offered a position equal to the one (1) vacated while on leave, or when he/she accepts other full-time employment outside the school division, he/she forfeits all rights to return, and the school division is discharged of its obligation. (cont.)



**9.02.5 PAID LEAVE: MILITARY LEAVE (continued)****D. Probationary Period**

A probationary employee granted military leave shall be required to complete the required probationary period upon return to employment. Successful completion of such period shall provide the employee with seniority benefits retroactive to the date of the initial employment.

Dated 6/15/85  
Revised 6/24/97

See: School Board Bylaws and Policies, Section 7.39. Military Leave  
Code of Va., Section 44-93. Leaves of Absence for Employees of Commonwealth or  
Political Subdivisions

**9.02.6 PAID LEAVE: CIVIL LEAVE****A. *Jury Duty/Witness Under Subpoena***

Leave with full pay shall be granted to any employee to serve on a jury or to attend court as a witness under subpoena.

**B. *Personal Court Cases***

If an employee is involved in a personal case either as a plaintiff or as a defendant, he/she shall not be granted civil leave. Less-than-12 month employees may take personal leave or leave without pay. Twelve-month employees may take either vacation leave or leave without pay.

**C. *Elections***

A reasonable time to vote in city, state, and federal elections shall be allowed employees whose work hours otherwise prevent them from getting to their voting place.

Dated 11/21/84

See: School Board Bylaws and Policies, Section 7.40. Civil Leave

**9.03.1 UNPAID LEAVE: LEAVE WITHOUT PAY**

The Superintendent, upon request and pursuant to regulations enacted by him/her, may grant an employee a leave of absence without pay (a) for a period which extends beyond the leave period allowed for a leave with pay, (b) for those reasons specifically identified in the Administrative Procedures Manual as eligible for leave with pay, or (c) when unusual circumstances exist and it may be shown that the absence would be beneficial to Richmond Public Schools.

A leave of absence without pay shall not be granted for an employee to perform other work for pay except in the case of military leave. Educational exchange, service, in a full-time capacity as an officer in a professional organization, or governmental assignment on the national, state, or local level.

**A. Duration**

1. Periods of leave of absence shall be limited to two (2) years. The initial request will be limited to one (1) year, with the employee allowed to request an extension for the second year. Failure to return before or at the end of the second year relieves the school division of any obligation to consider the employee for a position.
2. Individuals who voluntarily take a leave of absence for any approved reason are assured of returning to the same position at the same location provided they return to a full-time active status within one (1) semester or the equivalent (six (6) months for a 12-month employee). In the event of a reduction in force based on seniority, the employee shall compete as if they were in an active pay status. However, the time spent on leave does not count toward seniority.
3. Employees, shall, upon their return to the division, be advanced to the next step on the salary scale provided they return within six (6) months or one (1) semester from the beginning date of the leave.

**B. Re-employment**

The re-employment of an individual who voluntarily requests and is approved for a leave of absence in excess of one (1) semester depends upon vacancies and the needs of the school division. The employee's previous performance shall be considered in determining a place upon return.

**9.03.1 UNPAID LEAVE: LEAVE WITHOUT PAY (continued)**

## B. Re-employment (continued)

1. Instructional employees shall advise the Human Resources Department in writing of their intent to return, no later than December 15 if returning for the second semester, or April 15 if returning for the first semester.
2. Non-instructional employees shall notify the Human Resources Department in writing at least two (2) months prior to the date upon which you wish to return. Failure to notify the Human Resources Department relieves the division of all obligation to attempt to place the employee.

**C. Benefits**

1. Benefits for leave without pay for Sick Leave or Family and Medical Leave:
  - (a) Sick leave and retirement benefits accumulated prior to leave are preserved, but not accrued while on leave.
  - (b) Employee and employer shall pay their share of the the cost of the medical benefits.
  - (c) Group life insurance is paid by the employer.
2. Benefits for other leave without pay (ie. Educational Leave Without Pay, Military Leave, or any other leaves without pay):
  - (a) Sick leave and retirement benefits accumulated prior to leave are preserved, but not accrued while on leave.
  - (b) Medical benefits are paid in full by the employee.
  - (c) Group life insurance is paid by the employer.

Dated 11/21/84  
Revised 6/24/97

See: School Board Bylaws and Policies, Section 7.47. Leave Without Pay

**9.03.2 UNPAID LEAVE: EDUCATIONAL LEAVE WITHOUT PAY**

**A. Criteria**

1. To be considered for Educational Leave Without Pay, an employee shall:
  - (a) Be enrolled as a full-time student in an accredited university or college and provide the Human Resources Department a copy of the acceptance in the program  
or
  - (b) Use the leave time to prepare and submit a doctoral dissertation or equivalent. (A statement from the university or college shall be provided showing that such preparation is equivalent to full-time study.)
2. All instructional employees who are granted educational leave shall have continuing contract status.

**B. Duration**

See 9.03.1(A) - Leave Without Pay.

**C. Verification**

The employee shall provide the Human Resources Department a copy of the transcript(s) covering courses taken or degree earned coincident with return to full-time duty with the school division.

**D. Reinstatement**

When an employee requests to return and fails to do so when offered a position or when the employee accepts full-time employment elsewhere, he/she forfeits all rights to return, and the School Board has discharged its obligation to reemploy the employee.

(ALSO SEE EDUCATIONAL LEAVE WITH PAY 9.02.3)

Dated 7/18/83

See: School Board Bylaws and Policies, Section 7.47. Leave Without Pay

**9.03.3 UNPAID LEAVE: ABSENCE WITHOUT APPROVED LEAVE**

An employee who is absent without approval is subject to termination or other disciplinary action. In addition, the salary of such employee shall be deducted for the amount of time of unapproved leave.

Dated 12/17/90

See: School Board Bylaws and Policies, Section 7.51. Absence Without Approved Leave

**9.04****FAMILY AND MEDICAL LEAVE****REGULATIONS FOR LEAVE WITHOUT PAY FOR  
FAMILY AND MEDICAL PURPOSES****PREAMBLE**

It is the practice of the School Board to provide to eligible employees up to 12 weeks of family and medical leave during any 12 month period. Employees may take leave for family or medical reasons that fall under the Family and Medical Leave Act of 1993. Leave may be paid, unpaid or a combination, depending on the circumstances. The Act also has special rules pertaining to instructional personnel.

**PART I - DEFINITIONS**

For purposes of this section, the following terms are defined as follows:

1. Eligible Employee: an employee who has been employed by the School Board for at least 12 months and has worked for at least 1,250 hours during the 12-month period immediately before the date when leave would begin.
2. Employment Benefits: all benefits provided for and made available to employees by the School Board including, but not limited to, group life insurance, health care insurance, disability insurance, retirement benefits, sick leave, annual leave, other types of leave (paid or unpaid), and educational benefits.
3. Health Care Provider: a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the physician practices, or any other person determined by the United States Secretary of Labor to be capable of providing health care services.
4. Instructional Personnel: those who hold a valid Virginia State Teacher's Certificate as a condition of employment and whose principal function is to teach and instruct students in a class, a small group, or an individual setting.
5. Parent: the biological parent of an employee or the person who stood in loco parentis to an employee when the employee was a son or daughter.

(cont.)

**9.04**                      **FAMILY AND MEDICAL LEAVE (continued)**

Part I - Definitions (continued)

6.     Reduced Leave Schedule: a leave schedule that reduces the usual number of hours per workweek, and hours per workday, of an employee.
  
7.     Serious Health Condition: an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider.
  
8.     Son or Daughter: a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is:
  - (a)    under 18 years of age  
  or
  - (b)    18 years of age or older and incapable of self-care because of a mental or physical disability.
  
9.     Spouse: a husband or wife of an employee.
  
10.    Twelve Month Period: July 1 through June 30 of the respective school year.

**PART II - FAMILY AND MEDICAL LEAVE**

**A.     *Eligibility***

An eligible employee shall be entitled to a total of 12 work weeks of leave during any 12 month period for one (1) or more of the following:

1.     The birth of a son or daughter of the employee and in order to care for the son or daughter
  
2.     The placement of a son or daughter with the employee for adoption or foster care
  
3.     To care for the spouse, a son, a daughter, or a parent of the employee with a serious health condition

(cont.)



**9.04**                    **FAMILY AND MEDICAL LEAVE (continued)**

## Part II - Family and Medical Leave (continued)

4.     A serious health condition that makes the employee unable to perform the functions of his position

Leave taken for the birth, placement or for the care of a son or daughter shall be taken within one (1) year of the birth or placement.

**B.     *Intermittent or Reduced Leave***

Leave taken for the birth, placement or for the care of a son or daughter shall not be taken intermittently or on a reduced leave schedule without the written approval of the school administration. Leave taken due to the serious health condition of the employee, his or her spouse, son, daughter or parent may be taken intermittently or on a reduced leave schedule when medically necessary. If the intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school administration may require the employee to transfer temporarily to an alternative position with equivalent pay and benefits which better accommodates recurring periods of leave.

**C.     *Foreseeable Leave***

1.     Where leave necessary for the birth or placement of, or for the care of a son or daughter is foreseeable, an employee shall give the school administration at least 30 days notice of his or her intention to take leave and the date leave is expected to begin. Where leave is expected to begin in less than 30 days, the employee shall notify the school administration of the need for leave as soon as practicable.
2.     Where leave is necessary due to the serious health condition of the employee, his or her spouse, son, daughter or parent based on planned medical treatment, an employee shall give the school administration at least 30 days notice of his or her intention to take leave and the date leave is to begin. If treatment is required in less than 30 days, the employee shall notify the school administration of the need for leave as soon as practicable. Every employee shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the school division.

(cont.)

**9.04**                    **FAMILY AND MEDICAL LEAVE (continued)**

Part II - Family and Medical Leave (continued)

**D.    *Employee Spouses***

Where both a husband and wife are employees of the school administration and both are entitled to leave, the aggregate number of workweeks of leave to which they are entitled is 12 during any 12 month period where leave is taken for the birth, placement, adoption or foster care of a son or daughter or to care for a parent. Each spouse is entitled to 12 weeks of leave for his or her own serious health condition or for the serious health condition of his or her spouse, son or daughter.

**E.    *Certification***

1.    Any employee requesting leave due to his or her own serious health condition or that of a spouse, son, daughter, or parent shall provide to the school administration certification of the illness issued by a health care provider.
2.    The employee should provide certification within fifteen (15) days of the school administration's request, or provide a reasonable explanation for the delay. The certification shall include the date the condition began, the diagnosis, its expected duration, a brief statement of treatment and whether hospitalization is required. The certification for an employee with a serious health condition shall state also that he or she is unable to perform the essential functions of his or her position. The certification for a spouse, son, daughter, or parent with a serious health condition shall state that the patient needs assistance with basic care or hygiene, or that the employee's presence would be beneficial or desirable.
3.    The school administration may, at its expense, require the employee to obtain the opinion of a second health care provider designated or approved by the school administration concerning any of the information certified. If the two (2) opinions differ, the school administration, may, at its expense, require the employee to obtain the opinion of a third health care provider agreed upon jointly by both the employee and the school administration. The opinion of the third health care provider shall be considered final and shall be binding on both the employee and the school administration. The school administration reserves the right to require the employee to obtain subsequent re-certification as necessary.

**9.04**                    **FAMILY AND MEDICAL LEAVE (continued)**

Part II - Family and Medical Leave (continued)

**F.     *Return from Leave***

1.     Subject to the provisions of Part III herein, upon return from leave the employee shall be restored to the position held by the employee when leave began, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment. The taking of medical or family leave shall not result in the loss of any employment benefits or accrued prior leave, however no seniority or employment benefits shall accrue during the period of leave, except that the School Board shall maintain coverage under any group health plan for the duration of such leave at the level and under the conditions provided prior to leave.
  
2.     The school administration shall require any employee taking leave due to a serious health condition which is communicable (including, but not limited to tuberculosis, hepatitis B and measles) to provide certification from a health care provider that the employee is able to return to work. The school administration may refuse to allow the employee to return to work until the certification is provided.

**G.     *Inability to Return***

If the employee is unable to return to work due to the onset, continuation or recurrence of a serious health condition or that of a spouse, son, daughter or parent, the employee shall provide the school administration with certification issued by a health care provider. The employee shall be required to repay any portion of any group health insurance premium paid by the School Board during any period of unpaid leave if he or she fails to return to work for reasons other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the control of the employee.

**H.     *Notice of Employee Rights***

The school administration shall post and keep posted in a conspicuous place where employee notices are customarily posted, a notice summarizing employees rights to medical & family leave and how to file a charge.  
(cont.)

**9.04                      FAMILY AND MEDICAL LEAVE (continued)****PART III - SPECIAL RULES FOR INSTRUCTIONAL PERSONNEL**

**A.** Notwithstanding the provisions of Part II, the following rules regarding medical and family leave shall apply to all instructional personnel:

1. When leave begins more than five (5) weeks prior to the end of the semester, the school administration may require the employee to continue leave until the end of the semester if the leave is longer than three (3) weeks and the employee would return to work during the three (3) week period before the end of the semester.
2. When leave is for birth or adoption or for the serious health condition of a spouse, son, daughter or parent and commences less than five (5) weeks prior to the end of the semester, the school administration may require the employee to continue leave until the end of the semester if leave is longer than 2 weeks and the employee would return to work during the 2 week period before the end of the semester.
3. When leave is for birth or adoption or for the serious health condition of a spouse, son, daughter or parent and commences less than three (3) weeks prior to the end of the semester and if leave is longer than 5 working days, the school administration may require the employee to continue leave until the end of the semester.

The entire period of leave, including any involuntary leave through the end of the semester, counts against the employee's twelve week entitlement.

4. When the employee requests intermittent or reduced leave for planned medical treatment for more than 20 percent of the total number of working days in the period during which leave would be used, the employee shall elect either to:
  - (a) Take leave for a particular duration of time no longer than the duration of the planned treatment.
  - or
  - (b) Be transferred to an alternative position with equivalent pay and benefits which better accommodates recurring periods of leave.

**B.** Any determination as to the employee's restoration to an equivalent position with equivalent employment benefits shall be made on the basis of established School Board policies and practices.

**9.04**

**FAMILY AND MEDICAL LEAVE (continued)**

**PART IV - RELATIONSHIP OF FAMILY & MEDICAL LEAVE TO OTHER TYPES OF LEAVE**

- A.** Employees shall substitute any accrued paid vacation or personal leave for leave taken for any purpose described in section (a) of Part II.
- B.** Accrued paid parental leave shall be substituted for unpaid leave taken for the birth, adoption of a son or daughter.
- C.** Accrued paid leave for family illness shall be substituted for unpaid leave taken due to the serious health condition of a spouse, son, daughter or parent and accrued paid sick leave shall be substituted for unpaid sick leave taken for the employee's own serious health condition.
- D.** Any paid leave taken for a purpose described in section (a) of Part II shall be counted against the employee's 12-week entitlement to family and medical leave.

Dated August 1993