

SICK AND EXTENDED LEAVE

This policy has been developed to provide the guidelines for utilization of sick leave and extended sick leave for full-time employees of the St. Mary Parish School Board. This policy also defines the requirements for the three (3) different categories of employees based on the definitions provided in the governing statutes which include *Teacher* or *Teaching Staff*, *School Bus Operator*, and *School Employee*. The requirements to qualify for each category are listed below.

- **Teacher or Teaching Staff**

- Any member of the teaching staff of a public school employed by the St. Mary Parish School Board and any social worker, school counselor, or school psychologist employed by the St. Mary Parish School Board who holds, as applicable, a valid professional ancillary certificate in school social work, school counseling, or school psychology issued by the State Department of Education (La. Rev. Stat. Ann. §17:1200.A).
- Any person employed by the St. Mary Parish School Board who holds a valid teaching certificate issued by the state Department of Education and any social worker, school counselor, or school psychologist employed by the St. Mary Parish School Board who holds, as applicable, a valid professional ancillary certificate in school social work, school counseling, or school psychology issued by the state Department of Education (La. Rev. Stat. Ann. §17:1200.B).

- **School Bus Operator**

- Any individual employed by the St. Mary Parish School Board who operates a school bus transporting children under the supervision of the public school system of the State of Louisiana (La. Rev. Stat. Ann. §17:1205).

- **School Employee**

- Shall be construed as person employed by the St. Mary Parish School Board who is not a teacher or whose employment does not require the holding of a teacher's certificate or who is not employed as a bus operator (La. Rev. Stat. Ann. §17:1205).

Throughout this document, the term **Employee** will be utilized for any person with full-time employment by the St. Mary Parish School Board meeting the definition of *Teacher* or *Teaching Staff*, *School Bus Operator*, or *School Employee*.

Quantity of Sick Leave

The St. Mary Parish School Board grants all employees hired for the school year or

longer a minimum of ten (10) days of absence (sick leave) per year because of personal illness or other emergencies or special circumstances without loss of pay. Of these ten (10) sick leave days, two (2) days can be used for Personal Leave each year (Policy GBRIA). Any sick leave, not used in the current school year, shall be allowed to accumulate to the credit of the employee without limitation. All days of absence for the current school year are defined as “current sick leave” while all days accumulated to the credit of the employee are referred to as “accumulated sick leave”.

The minimum of ten (10) days of sick leave only applies if the employee begins work at the beginning of the school year. The number of days of sick leave will be prorated based on the below table in the event that the employee does not begin work at the beginning of the school year. Additionally, no employee will be allowed any sick leave until he/she reports for duty and actually performs work.

Month the Employee Begins Work	Number of Days of Sick Leave
1 st Month of School Year	10 Days <u>per year</u>
2 nd Month of School Year	9 Days <u>per year</u>
3 rd Month of School Year	8 Days <u>per year</u>
4 th Month of School Year	7 <u>Days per year</u>
5 th Month of School Year	6 <u>Days per year</u>
6 th Month of School Year	5 <u>Days per year</u>
7 th Month of School Year	4 <u>Days per year</u>
8 th Month of School Year	3 <u>Days per year</u>
9 th Month of School Year	3 <u>Days per year</u>
10 th Month of School Year	3 Days per year
11 th Month of School Year	3 <u>Days per year</u>
12 th Month of School Year	3 <u>Days per year</u>

Sick leave shall be granted as follows:

Months of Employment	# of Days of Sick Leave
9 Months of Employment	10 Days per year
10 Months of Employment	11 Days per year

Sick leave shall be granted for eleven and twelve-month employees in accordance with the following schedule:

# of years as an 11 or 12-month employee	# of Days of Sick Leave
1 to 3 years	12
4 to 10 years	15
After 10 years	18

UTILIZATION OF SICK LEAVE

- Employees are able to utilize sick leave for personal illness, emergencies, and other special circumstances as outlined in this policy (GBRIB).

If an employee is absent from duty under circumstances in which he/she is not entitled to any kind of leave, such employee shall be considered to be in violation of his/her contract is not entitled to be paid for the days of unauthorized absence and non-performance of duties.

SICK LEAVE FOR PERSONAL ILLNESS

An employee who is absent for six (6) or more consecutive days of personal illness shall be required to present a certificate from a clinician certifying such illness. *Clinician* means a licensed physician, physician assistant providing healthcare services in accordance with La. Rev. Stat. Ann. §37:1360.28, or an advanced practice registered nurse providing healthcare services in accordance with La. Rev. Stat. Ann. §37:913. The School Board reserves the right to require verification of illness of any employee who is absent ten (10) or more days in a month or fifteen (15) or more days in one year. In the case of repeated absences of less than six (6) days because of personal illness or should a pattern of behavior so warrant, the Superintendent and the School Board reserves the right to require verification of illness.

Excuses for employee absences due to personal illness or injury must be provided on clinician's letterhead containing the following information in typed or neatly written form:

1. Clinician's Name
2. Clinician's Address
3. Clinician's telephone number
4. Clinician's typed or neatly printed name below the Clinician's signature
5. Clearly stated reason for the illness or injury
6. Date of the illness or injury
7. Anticipated return-to-work date.

SICK LEAVE FOR EMERGENCIES

Emergencies for sick leave purposes shall be defined by the School Board as serious illness or death within the immediate family of the employee. For the purposes of this section, the immediate family of the employee includes all of the following:

- Spouse and Spouse's Parents *
- Children and Their Spouses *
- Parents*
- Siblings and Their Spouses *
- Grandparents and grandchildren*

*Including all step-relations for the immediate family listed above.

SICK LEAVE FOR SPECIAL CIRCUMSTANCES

Employees are able to utilize up to three (3) days of sick leave per school year for any reason deemed a "Special Circumstance" by the Superintendent or designee. It is preferred that days used for "Special Circumstances" are coordinated a minimum of two (2) weeks in advance from the date of absence by the employee.

Requests by employees to use sick leave for "Special Circumstances" beyond three (3) days must be approved by the Superintendent or designee. As part of the approval, the Superintendent or designee will determine the quantity of days that can be used from sick leave for the particular "Special Circumstance."

The decision of the Superintendent or designee as to the eligibility of the employee to utilize sick leave for "Special Circumstances" shall be final. If the Superintendent or designee denies the request for utilization of a sick leave for "Special Circumstances," the employee may request leave without pay.

SICK LEAVE FOR ASSAULT OR BATTERY

Any employee of the public schools who is disabled while acting in his/her official capacity as a result of an assault or battery by any student or person shall receive sick leave without reduction in pay and without reduction in accrued sick leave days while disabled as a result of such assault and battery.

A *teacher* shall be required to provide a certificate from a physician certifying the disability. A *bus operator* or *school employee* shall be required to present certification of the disability from a physician if the bus operator or school employee is absent for six (6) or more consecutive days as a result of the disability. *Disability*, for purposes of this policy, shall mean the inability to perform the essential functions of the job.

The sick leave authorized shall be in addition to all other sick leave authorized herein, shall not be accumulated from year to year, nor shall such additional sick leave be compensated for at death or retirement or be compensated for in any manner except as set forth above.

The School Board shall not reduce the pay or accrued sick leave of any employee who is absent from his/her duties to seek medical attention or treatment as a result of an injury from assault or battery while acting in his/her official capacity.

If the employee's physician determines that the employee is able to return to regular duties with restrictions and the School Board does not allow the employee to return to duty with those restrictions, the employee's leave shall be granted or continued as provided by statute.

If any employee is receiving sick leave as a result of assault or battery as provided in this section and begins receiving retirement benefits, the sick leave provided herein shall cease.

SICK LEAVE FOR PHYSICAL CONTACT WITH A STUDENT

This section only applies to individuals classified as *teachers* or *school employees*. This section is not applicable to *bus operators*.

Any *teacher* who is disabled while acting in his/her official capacity as a result of physical contact with a student while providing physical assistance to a student to prevent danger or risk of injury to the student shall receive sick leave for a period of up to one (1) calendar year without reduction in pay and without reduction in accrued sick leave days while disabled as a result of rendering such assistance. Any *school employee*, but not a *bus operator*, disabled, [as defined in La. Rev. Stat. Ann. §17:1200\(C\)](#), in a similar manner shall receive up to ~~ninety (90) days~~ one (1) year of such sick leave. The *teacher* or *school employee* shall be required to present a certificate from a physician certifying the disability. The School Board may extend the period of sick leave beyond the allowable period at its discretion.

The School Board shall not reduce the pay or accrued sick leave of any *teacher* or *school employee* who is absent from his/her duties to seek medical attention or treatment as a result of an injury from physical contact with a student with a student while acting in his/her official capacity.

If the *teacher's* or *school employee's* physician determines that the employee is able to return to regular duties with restrictions and the School Board does not allow the *teacher* or *school employee* to return to duty with those restrictions, the *teacher's* or *school employee's* leave shall be granted or continued as provided by statute.

SICK LEAVE/WORKERS' COMPENSATION

This section only applies to individuals classified as *teachers*. This section is not applicable to *school employees* or *bus operators*.

Should any *teacher* become injured or disabled while acting in his/her official capacity, other than by assault, the *teacher* shall be entitled to appropriate worker's compensation benefits and/or sick leave benefits, at the *teacher's* option, for the period of time while injured or disabled. Any benefits received, however, shall not exceed the total amount of the regular salary the *teacher* was receiving at the time of injury or disability. The *teacher* shall be required to present a certificate from a physician certifying such injury or incapacitation.

VESTING OF SICK LEAVE

This section only applies to individuals classified as *teachers* or *school employees*. This section is not applicable to *bus operators*.

All sick leave by a *teacher* or *school employee* shall be vested in the *teacher* or *school employee* by whom such leave has been accumulated. In the event of the transfer of a *teacher* or *school employee* from one school system to another in Louisiana, or upon

the return of such *teacher* or *school employee* to the same school system within five (5) years or such longer period as may be approved by the School Board to which the *teacher* or *school employee* returned, regardless of the dates on which the leave was or the date of transfer or return of the *teacher* or *school employee*, such vested leave which remains unused or for which the *teacher* or *school employee* has not been compensated directly or transferred such days for retirement credit, shall be transferred, returned to, or continued by the School Board and shall be retained to the credit of *teacher* or *school employee*.

PAYMENT UPON RETIREMENT OR DEATH

Upon the retirement of any employee, or upon the employee entering DROP, or upon the employee's death prior to retirement, the School Board shall pay the employee or his/her heirs or assigns, for any unused sick leave, not to exceed twenty-five (25) days. Such pay shall be at the daily rate of pay paid to the employee at the time of his/her retirement or death.

DEFERRED RETIREMENT OPTION PROGRAM (DROP)

Any employee of the St. Mary Parish School Board who participates in the *Deferred Retirement Option Program* (DROP) shall be eligible for and may elect to receive on a one-time basis severance pay (accrued sick leave up to a maximum of twenty-five (25) days) upon entering DROP on the same basis as any other employee who retires or otherwise leaves employment; otherwise, any accrued sick leave shall be paid only upon final retirement of the employee.

GAINFUL EMPLOYMENT WHILE USING

While an employee is utilizing sick leave to be away from work, that employee shall not undertake gainful employment regardless of whether the sick leave is for illness, emergency, or special circumstances. Any violation of this prohibition may require the employee to return to the School Board all compensation paid by it for any day on which the employee received outside gainful employment, and the employee may be required to reimburse the School Board all related employment costs attributable to any such day as calculated by the School Board, without any restoration of such days.

EXTENDED SICK LEAVE

With the respect to extended sick leave, the following terms are defined as follows:

- *Child* means a biological son or daughter, an adopted son or daughter, a foster son or daughter, a stepson or daughter, or a legal ward of an employee standing in *loco parentis* to that ward who is either under the age of eighteen (18) or who is eighteen (18) years of age but under twenty-four (24) years of age and is a full-time student, or who is nineteen (19) years of age or older and incapable of self-care because of a mental or physical disability.
- Immediate family member means spouse, parent, or child of the employee.

- Infant means a child under one year of age.
- Medical Necessity means the result of a catastrophic illness or injury, a life-threatening, chronic, or incapacitating condition, as certified by a clinician, of the employee or a member of his/her immediate family.
- *Parent* means the biological parent of an employee or an individual who stood in *loco parentis* to the employee.

EXPLANATION OF EXTENDED SICK LEAVE

The School Board shall permit employees to take up to ninety (90) days of extended sick leave in each six-year period of employment which may be used for a medical necessity at any time the employee has no remaining regular sick leave. All decisions relative to the granting of extended sick leave to an employee shall be made by the Superintendent or designee.

Unused extended sick leave days during any six-year period of employment shall not cumulate or carry forward into the next six-year period of employment. The balance of days of extended sick leave available shall transfer with the employee from one public school employer to another without loss or restoration of days.

Interruptions of service between periods of employment with a public school employer shall not be included in any calculation of a six-year period, such that any employment with any public school employer, regardless of when it occurs, shall be included in any determination of the balance of days of extended sick leave available to the employee.

Any employee on extended sick leave shall be paid **sixty-five percent (65%)** of the salary paid the employee at the time the extended sick leave begins.

ADDITIONAL EXTENDED SICK LEAVE FOR MATERNITY OR ADOPTIVE PURPOSES

Each employee granted maternity or adoptive leave in accordance with La. Rev. Stat. Ann. §§17:48 or 17:1211 and who has no remaining sick leave balance available may be granted up to (30) days of additional extended sick leave in each six-year period of employment for personal illness relating to pregnancy, illness of an infant, or for required medical visits certified by a clinician as relating to infant or maternal health.

On every occasion that an employee uses extended sick leave for maternity or adoptive purposes, a statement from a clinician certifying that the additional extended sick leave it is for personal illness relating to pregnancy, illness of an infant, or for required medical visits related to infant or maternal health, or that it is a medical necessity, shall be presented prior to extension of such leave being taken.

The required clinician's statement may be presented along with the request for extended sick leave subsequent to the employee's return to service. In such a case, the extended sick leave shall be granted for all days for which extended sick leave is requested, provided the request and required documentation are presented within three (3) days

after the employee returns to service. However, the School Board or Superintendent reserves the right to question the validity of the medical certification after the three (3) day period.

If the period an employee is on extended sick leave is anticipated to carry over from one school year to the start of the next school year, another application and clinician's statement shall be submitted prior to the start of the next school year in order to be eligible for continued extended sick leave.

GAINFUL EMPLOYMENT PERMITTED DURING EXTENDED SICK LEAVE

An employee may undertake additional gainful employment while on extended sick leave, provided **all** of the following conditions are met:

1. The employee can demonstrate that he/she will be working not more than twenty (20) hours a week in a part-time job that the employee has been working for not less than one hundred twenty (120) days prior to the beginning of any period of extended sick leave.
2. The clinician who certifies the medical necessity of the leave indicates that such part-time work does not impair the purpose for which the extended sick leave is required.

Any violation of the provisions regarding gainful employment may require the employee to return to the School Board all compensation paid during any week of extended sick leave in which the employee worked more than twenty (20) hours and to reimburse the School Board all related employment costs attributable to such period as calculated by the School Board, without any restoration of leave days.

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