

## **SICK LEAVE**

The Livingston Parish School Board shall grant all employees hired for the school year or longer a minimum of ten (10) days absence per year because of personal illness or other emergencies without loss of pay.

Sick leave, when not used, shall be allowed to accumulate to the credit of the employee without limitation. However, upon initial employment, a *teacher* employed by the School Board shall not be allowed any sick leave until he/she reports for duty and actually performs work.

The minimum of ten (10) days of sick leave for an employee shall be based on the employee beginning work at the beginning of the school year. In the case of an employee beginning work in the first month of the school year, *ten days* sick leave shall be allowed. If an employee begins work in the second month of the school year, *nine days* of sick leave shall be allowed, and the number of days of sick leave shall continue to be prorated for an employee who begins work until the eighth month of the school year, when only *three days* of sick leave shall be allowed. The Superintendent and/or his/her designee shall be responsible for developing and maintaining pertinent regulations and procedures governing sick leave.

### **CERTIFICATION OF ABSENCE**

An employee who is absent for six (6) or more consecutive days shall be required to present a certificate from a physician certifying such absence upon return to work. In the case of repeated absences of less than six days because of illness, the School Board reserves the right to require verification of illness. Should a pattern of behavior so warrant, upon the request of the Superintendent or School Board, the employee shall be required, at the expense of the School Board, to provide a certificate from a physician specified by the Superintendent or School Board, in order to verify the existence of a medical disability.

Excuses for employee absences due to illness or injury must be provided on physician's letterhead containing the physician's name, address, and telephone number, typed, printed, or as part of the letterhead. The physician's typed or neatly printed name shall also appear beneath his/her signature. The letter must clearly state the reason for the disability, date of the disability, and the anticipated return-to-work date.

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, and is not entitled to be paid for the days of unauthorized absence and non-performance of duties.

## SICK LEAVE FOR EMERGENCIES

Emergencies for sick leave purposes shall be defined by the School Board as:

1. Serious illness or death in the immediate family. The *immediate family* shall be defined as the father, mother, sister, brother, child, husband, wife, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, legal guardian, brother-in-law, or sister-in-law.
  - a. Serious illness in the immediate family must be of such nature as to involve the employee in an emergency. A maximum of two (2) days continuous leave will be allowed the employee because of serious illness in the immediate family as described above, and any leave thereafter must be accounted for by a practicing physician's statement.
  - b. Death in the immediate family shall be construed to be existence of an emergency for a maximum of three (3) days, one of which shall include the day of the funeral. All other days will not be considered emergencies.
2. Circumstances of such a nature to be beyond control, such as fire, flood, and summons to appear in court in a school-related matter. (Personal leave and/or leave without pay shall be used when summoned to appear in court on non-school related matters.)

## 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 balance at the time the extended sick leave is set to begin. The initial six-year period of employment shall begin on August 15, 1999 for all *teachers* and *bus drivers* employed as of that date, on August 15, 2008 for *school employees* (not a teacher or whose employment does not require a teacher's certificate, or who is not employed as a bus driver) employed as of that date, or on the effective date of employment for those employees employed after the dates above. All decisions relative to the granting of extended sick leave shall be made by the Superintendent.

Unused 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.

### Definitions

*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* shall mean a spouse, parent, or child of the employee.

*Infant* means a child under one year of age.

*Medical necessity* shall be the result of a catastrophic illness or injury, a life-threatening, chronic, or incapacitating condition, as certified by a physician, 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.

### Extended Sick Leave for Maternity Purposes

Each *teacher* granted maternity leave in accordance with state law and who has no remaining sick leave available may also 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 physician as relating to infant or maternal health.

### Gainful Employment Permitted

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 physician 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.

### Application Process

On every occasion that a *teacher* uses extended sick leave, a statement from a licensed physician certifying that 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 extended sick leave being taken.

On every occasion that a bus driver or any other school employee uses extended sick leave, a statement from a licensed physician certifying that it is a medical necessity for the employee to be absent for at least ten (10) consecutive work days shall be presented prior to extended sick leave being taken.

The required physician's statement may be presented along with the request for extended sick leave subsequent to the *teacher's* or *school 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 teacher or school 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 physician's statement shall be submitted prior to the start of the next school year in order to be eligible for continued extended sick leave.

1. Upon review of the application, if the School Board or Superintendent questions the validity or accuracy of the certification, the School Board or Superintendent may require the employee, or the immediate family member, as a condition for continued extended sick leave, to be examined by a licensed physician selected by the School Board or Superintendent. In such case, the School Board shall pay all costs of the examination and any tests determined to be necessary. If the physician finds medical necessity, the leave shall be granted.
2. If the selected physician disagrees with the original medical certification from the

physician selected by the employee, then the School Board or Superintendent may require the employee, or immediate family member, as a condition for continued extension of sick leave, to be examined by a *third* licensed physician, whose name appears next in the rotation of physicians on a list established by the local medical society and maintained by the School Board or Superintendent. All costs of an examination and any required tests by a third doctor shall be paid by the School Board. The final determination of medical necessity shall be based on the opinion of the third physician.

3. The opinion of *all* physicians consulted in determining medical necessity of the extended sick leave shall be submitted to the School Board or Superintendent in the form of a **sworn statement**. All information contained in any statement from a physician shall be confidential and shall not be subject to the public records law.

#### SICK LEAVE FOR ASSAULT OR BATTERY

Any employee of the public schools who is injured and 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. The employee shall be required to provide a certificate from a physician certifying such injury and incapacitation.

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 compensated for in any manner except as set forth above.

If any *teacher* or *school employee*, but **not** a *bus operator*, 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

Any *teacher* who is injured or 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 injured or disabled as a result of rendering such assistance. Any *school employee*, but not a bus operator, injured or disabled in a similar manner shall receive up to ninety (90) days of such sick leave. The teacher or employee shall be required to present a certificate from a physician certifying such injury or disability. The School Board may extend the period of sick leave beyond the allowable period at its discretion.

If the School Board questions the validity or accuracy of the physician's certification submitted by a *teacher*, the School Board may require the *teacher* to be examined by a licensed physician selected by the School Board. Any further review of medical certification shall proceed in the same manner as requests for extended sick leave, which is outlined under *Application Process* above. The School Board shall pay all costs of any examinations and tests determined to be necessary.

#### SICK LEAVE/WORKERS' COMPENSATION

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

All sick leave accumulated by a *teacher* or *school employee*, but *not a bus operator*, 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 that may be approved by the School Board to which the teacher or school employee returned, regardless of the dates on which the leave was accumulated or the date of transfer or return of the teacher or school employee, such vested leave which remains unused or for which the 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 *teacher*, *bus operator*, or *school employee*, or upon the teacher's, bus operator's, or school employee's death prior to retirement, the School Board shall pay the teacher, bus operator, or school 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 employee at the time of his/her retirement or death.

#### DEFERRED RETIREMENT OPTION PROGRAM (DROP)

Any employee of the 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.

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