

SICK LEAVE

The Evangeline 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. Twelve-month employees shall be granted twelve (12) days absence per year.

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 Board shall not be allowed any sick leave until he/she reports for duty and actually performs work.

The minimum of ten 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. If an employee begins work in the third month of the school year, *eight days* of sick leave shall be allowed; if an employee begins work in the fourth month of the school year, *seven 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.

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 (6) days because of illness, the Board reserves the right to require verification of illness. Should a pattern of behavior so warrant, upon the request of the Superintendent or his/her designee, the employee shall be required, at the expense of the school system, to provide a certificate from a physician specified by the school system, in order to verify the existence of a medical condition. In the case that related excessive absences are determined not to be medically related, an employee may be terminated due to neglect of duty. Failure to provide a doctor's excuse for six (6) or more consecutive days may result in disciplinary action.

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.

Upon the retirement of any employee, or upon the employee entering DROP (see section below), 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.

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.

The Evangeline Parish School Board shall prohibit the donation or transfer of current or accumulated sick leave by any employee to another employee.

EXHAUSTION OF SICK LEAVE

Should an employee of the School Board be unable to return to work after exhausting all accumulated sick leave days and/or extended sick leave, due to non-work related accident and/or illness, the School Board may grant leave without pay for a period not to exceed one year. The employee shall submit a proper application for such leave accompanied with proper medical certification.

SICK LEAVE FOR EMERGENCIES

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

1. Illness or death within the immediate family - husband, wife, children and their spouses, parents, brothers and sisters and their spouses; spouse's parents, brothers and sisters and their spouses; grandparents and grandchildren (including step-relations);
2. Weather conditions - hurricane, tornado, snowstorm, flood, accident, when approved by the Superintendent or designee;
3. Court summons; or
4. Other unusual circumstances as approved by the Superintendent or designee.

EXTENDED SICK LEAVE

The 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 personal illness or illness of an immediate family member 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. *Immediate family member* means a spouse, parent, or child of the employee.

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.

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 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 Board all related employment costs attributable to such period as calculated by the Board, without any restoration of leave days.

Application Process

On every occasion when an employee uses extended sick leave, a statement from a licensed physician certifying that the leave is medically necessary for the employee or that the immediate family member's illness is serious and requires the presence of the employee shall be presented prior to extended sick leave being taken, whenever possible.

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 must be submitted prior to the start of the next school year in order to be eligible for extended sick leave.

- 1) If the Board, upon review of the application, questions the validity or accuracy of the certification, the Board 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 Board. In such case the Board shall pay all costs of the examination and any tests determined to be necessary. If the physician selected by the Board finds medical necessity, the leave shall be granted.
- 2) If the Board selected physician disagrees with the original medical certification from the physician selected by the employee, then the Board 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 Board. All costs of an examination and any required tests by a third doctor shall be paid by the 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 Board 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.

The required physician'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 is presented within three (3) days after the employee returns to service. The School Board, however, reserves the right to question the validity of the medical certification after the three (3) day period.

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.

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 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 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 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.

DEFERRED RETIREMENT OPTION PROGRAM (DROP)

Any employee of the Evangeline 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.

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Ref: La. Rev. Stat. Ann. §§14:125, 17:425, 17:425.1, 17:500, 17:500.1, 17:1200, 17:1201, 17:1202, 17:1205, 17:1206, 17:1206.1, 17:1206.2; Board minutes, 6-16-77, 3-6-85, 8-7-91, 9-4-91, 4-19-95, 8-16-95, 7-15-98, 9-15-99, 3-22-00, 5-15-02, 8-17-05, 4-4-07, 7-21-10.