Leaves from Duty

I. General Matters.

A. Types of Leave Authorized.

Subject to the requirements set forth below, the Board of Education authorizes leaves from duty as follows:

- Annual Leave
- Bereavement/Funeral Leave
- Educational Leave
- Family and Medical Leave
- Jury Duty/Subpoena Leave
- Military Leave
- Personal Leave
- Professional Leave
- Sick Leave
- Voting Time Leave
- Other Long-Term Unpaid Leave

B. Advanced Approval Required.

1. All leaves, with or without pay, require advance approval, except in emergency situations. The employee shall submit a Request for Leave Form as soon as the employee has knowledge that leave will be required.

2. Full pay will be deducted from an employee’s salary for each unauthorized absence or for any absence not meeting the criteria specified in the policy covering the leave for which the absence was authorized.

C. General Applicability.

The following sections apply in all cases unless specifically modified in the individual leave sections II-XII:

1. An employee granted leave of absence will be returned to a position comparable to that held at the time the leave was granted unless otherwise noted in the applicable leave policy, provided that renewal of any leave extending beyond one year, other than military leave, may be approved only on the condition that there is no guarantee of return to employment.

2. Employees who are granted extended leave in excess of sixty (60) work days must notify the superintendent or his/her designee of their intent to return to duty at least fifteen (15) work days prior to the date of return. Those granted leave for an entire year must
notify the superintendent or his/her designee of their desire to return to duty no later than March 15 of the school year for which the leave was taken.

3. Except as provided in Section V below, employees on unpaid leave of more than one month of consecutive workdays may continue group insurance by timely payment of the full premium, without any board contribution.

4. Except as otherwise provided for employees on leave, regular full-time employees who have been on unpaid medical leave for more than twenty (20) consecutive work days may continue their group insurance by timely payment of their portion of the premium for up to an additional forty (40) work days. The board will continue to make its usual premium contribution for the equivalent period of such leave provided a doctor’s statement of the reasons for the extended leave is submitted.

5. Employees on paid leave will continue to earn sick leave for a period of sixty (60) work days or until paid leave is exhausted, whichever comes first.

6. Employees on 240-day or longer contracts will continue to earn annual leave while on periods of paid leave which do not exceed sixty (60) work days.

7. When the reason for leave results in an absence for more than three (3) consecutive days and the reasons qualify under the Family and Medical Leave policy, Section V, the district may count the time of absence against the twelve (12) weeks available under Section V, providing the district notifies the employee in accordance with Section V.D.

II. Annual Leave.

A. Employees on twelve-month contracts shall earn twelve (12) days paid annual leave at the rate of one day per month per contract year provided that annual leave is not earned while the employee is on leave without pay. Annual leave may be accumulated to a maximum of thirty (30) days. Accumulated leave, not to exceed thirty (30) days, will carry over from year-to-year. Upon termination, resignation, retirement or death, any twelve-month employee shall be entitled to and shall be paid for the accumulated days of earned and unused annual leave up to a maximum of thirty (30) days.

B. Annual leave will not be authorized for more than the number of days earned by the employee at the time leave is taken. Authorization will be granted only for such leave times as will least interfere with the efficient operation of the schools, unless authorized by the Superintendent.

C. Annual leave with pay shall be earned by twelve-month part-time employees (i.e., any employee whose workday is less than eight (8) hours per day and/or forty (40) hours per week), on a pro-rata basis.
D. The board reserves the right to negotiate a separate annual leave agreement with the superintendent.

III. Bereavement/Funeral Leave.

A. In the case of death in the immediate family at any time during an employee's annual work period, the employee shall be allowed leave with pay for up to three (3) working days immediately following the date of such death. The immediate family is defined to include: husband, wife, child, grandchild, parents, grandparents, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-children, and step-parents.

B. In extenuating circumstances, additional days for bereavement may be granted by the superintendent and charged to other accrued leave with pay, if available.

C. Bereavement leave is not cumulative.

D. Employees may be excused by the immediate supervisor, without loss of pay for a period of up to four (4) hours, to attend funeral services of relatives outside the immediate family, or other individuals or friends, provided no substitute is required. If a paid substitute is required or if the requested leave period extends beyond four hours, the employee may request personal or other accrued leave to attend a funeral.

IV. Educational Leave.

A. Employees wishing to return to school for professional growth may apply for educational leave. If approved by the board, such leave may be granted as unpaid leave for a period of up to one (1) year.

V. Family and Medical Leave.

This policy is adopted to implement the federal Family and Medical Leave Act of 1993 (FMLA) pursuant to the terms, conditions, and limitations of the Act. In the event of any conflict between the provisions of this or any other leave policy of the district and the provisions of the FMLA, the latter shall prevail.

A. To be eligible for leave under the Act, an employee must have worked for the district for a total of twelve (12) months, during which the employee must have worked a total of 1,250 hours.

B. Pursuant to the Family and Medical Leave Act, employees are permitted up to twelve (12) work weeks of unpaid leave per year during any 12-month period. Family and medical leave can be requested for the following reasons:
1. childbirth and infant care;

2. placement of a child with the employee for adoption or placement of a child with the employee by a state agency for foster care (entitlement to leave for birth or placement of a child expires twelve (12) months after the birth or placement of the child);

3. care of the employee's spouse, son or daughter or parent with a serious health condition; and

4. the inability of the employee to perform his or her job duties due to his or her own serious health condition, or the necessary absence from work of an employee to receive medically necessary treatment.

The 12-month period within which each employee may take twelve (12) weeks of leave under the FMLA shall be a "rolling" 12-month period, measured backward for each employee from the first time each such employee uses leave under the FMLA.

C. Accrued sick, annual, or personal leave shall be utilized for any FMLA-qualifying purpose, and the amount of such leave will be counted against the twelve (12) week FMLA entitlement if employee is properly notified by the school district. If the requested leave period extends beyond the employee's accrued number of paid days of leave, the remaining FMLA-qualifying leave will be unpaid.

(Example: An employee who sought leave due to his or her own serious medical condition and inability to perform his or her job duties, has accrued six weeks sick leave. The employee must use the six weeks of paid sick leave and may thereafter use the remaining six weeks of unpaid leave available under this policy.)

D. An employee seeking FMLA-qualifying leave shall obtain a “Certification of Health Care Provider” form from the Office of Human Resources. The employee shall have the form completed by the employee’s health provider or that of the employee’s spouse, parent, or child if the requested leave is due to the serious health condition of such qualifying family member. The Certificate must be returned to the Human Resources Executive Director. It shall be the district’s responsibility to review the certification of the health care provider and determine if the requested leave may be classified as FMLA leave. The employee shall also complete an “Absence Request Form” provided by the district; this form must be approved by the employee’s supervisor.

1. The district will notify the employee in writing within two business days, absent extenuating circumstances, how the leave will be designated.
2. If the district learns that leave is for an FMLA purpose after leave has begun, the district may determine that the entire or some portion of the paid leave period may be retroactively counted as FMLA leave, to the extent that the reasons for leave qualify under FMLA.

3. The district may not designate leave as FMLA leave after the employee returns to work, unless

   a. the employee was absent for an FMLA reason and the school district did not learn the reason for the absence until the employee’s return, in which case the school district must notify the employee within two (2) business days of the designation. Similarly, the employee has two (2) business days to notify the school district that the employee wants to designate the times as FMLA leave; or

   b. the district has requested medical certification which has not yet been received or the parties are in the process of obtaining a second or third medical opinion, the employer should make a preliminary designation, and so notify the employee, at the time leave begins, or as soon as the reason for the leave becomes known. Upon receipt of the requisite information from the employee or of the medical certification which confirms the leave is for an FMLA reason, the preliminary designation becomes final. If the medical certifications fail to confirm that the reason for the absence was an FMLA reason, the district must withdraw the designation (with written notice to the employee).

E. A "serious health condition" is an illness, injury, impairment, or physical or mental condition that (a) requires in-patient care in a hospital, hospice, or residential medical care facility, or (b) requires continuing treatment by a health care provider and which, if left untreated, would likely result in an absence from work of more than three days, or (c) involves pre-natal care. A "serious health condition" does not include voluntary cosmetic treatments, unless inpatient care is required, or routine physical examinations.

F. An employee requesting leave shall submit a “Request for Leave” form to the immediate supervisor.

G. An employee seeking leave for a foreseeable reason such as the birth or placement of a child or for planned medical treatment, shall provide the district with at least thirty (30) days advance notice of the leave. If thirty (30) days advance notice is not possible under the circumstances, e.g. in the case of a premature birth, the employee shall give such notice as is practicable, e.g., within one or two business days of the day the employee learns of the need for leave. An employee who fails to give notice of leave as required herein may be denied such leave until the notice requirements are met.

H. If the adequacy of medical certification is questioned by the district, the district may require the employee to seek the opinion of a second health care provider, who is not regularly employed by the district, at the district's expense. If the opinions of the first and
second health care providers differ, the district may require the employee to obtain a third opinion, at the district's expense, from a health care provider agreed upon by the employee and the district. The third opinion shall be final and binding.

I. Spouses employed by the district are limited to a combined total of twelve (12) work weeks per year for the birth or placement of a child, or to care for a parent. However, for other FMLA-qualifying leaves, such as to care for a spouse or child, or for the treatment of the employee's own serious health condition, each spouse may take up to twelve (12) weeks a year.

J. Intermittent leaves and reduced work schedules are allowed when such are medically necessary or will not be unduly disruptive to the educational programs and are approved by the employee’s supervisor.

K. If an eligible "instructional employee" seeks intermittent leave or reduced-schedule leave for the care of a spouse, son or daughter, or parent, or for the employee's own serious health condition, and the leave is foreseeable on the basis of planned medical treatment, and the employee would be on leave for more than twenty (20) percent of the work days during the period, the employee must choose either to:

1. Take leave for a period or periods of a particular length, not greater than the length of the planned medical treatment; or

2. Transfer temporarily to an equivalent position, which better accommodates recurring periods of leave.

"Instructional employees" include teachers, paraprofessionals, and other employees whose duties principally involve the direct provision of instructional services to students. In the event an employee involuntarily takes additional leave time under subparagraph 1, above, the entire leave time shall be counted against the employee's available leave under the FMLA and any district leave policy.

L. If any employee requests intermittent leave or leave on a reduced work schedule to care for a seriously ill family member or for the employee's own serious health condition, and the need for leave is foreseeable based upon planned medical treatment, the employee may temporarily be transferred to an available alternative position with equivalent pay and benefits, if the employee is qualified for the position and the position better accommodates recurring periods of leave than the employee's regular job.

M. The responsibilities of instructional employees near the end of academic terms -- examinations, grading, etc. -- requires that the school district be able to limit leave taking by instructional employees at such times as follows:
1. **Leaves beginning more than five weeks before the end of a semester:** If an instructional employee starts a leave more than five weeks before the end of a semester, the school district may require the employee to continue the leave until the end of the semester if:
   
a. the leave is of at least three weeks' duration; and

   b. the employee would return from leave during the three-week period preceding the semester's end.

2. **Leaves beginning five weeks or less before the end of a semester:** If an instructional employee begins a leave five weeks or less before the end of a semester, the school district may require the employee to continue the leave until the end of the semester if:
   
a. the leave will last more than two weeks; and

   b. the employee would return from leave during the two-week period before the semester’s end.

3. **Leaves beginning three weeks or less before the end of a semester:** If an instructional employee starts a leave three weeks or less before the end of a semester, the school district may require the employee to continue the leave until the end of the semester if the leave will last more than five (5) working days.

**N.** All requests for family medical leave must be approved by the employee's supervisor and the Executive Director of Human Resources.

**O.** During the period of leave, the school district will maintain the employee under the district coverage group health plan if enrolled; however, the employee is responsible for continuing to pay the employee's monthly portion of the premium. If an employee fails to make payment of the employee's share of health insurance premiums for thirty (30) days after such payment is due, coverage of such employee shall be discontinued. If group health plan coverage is discontinued due to employee’s failure to pay, the employee will be eligible for benefits under COBRA.

If the employee fails to return to work following leave under the FMLA for any reason (1) other than the continuation of the FMLA-qualifying circumstances upon which the need for leave was originally based, or (2) circumstances beyond the control of the employee, the employee shall be required to reimburse the district for the cost of health insurance premiums the district paid to maintain coverage for the employee during the leave period.

**P.** An employee other than a "key employee" who has taken family medical leave will be restored to his or her previous position or to a position of equivalent pay, benefit, and other terms and conditions of employment. Equivalency of positions shall be determined on the basis of district policy. A "key employee" may be denied reinstatement if it would create a
substantial and grievous economic injury for the school district. A "key employee" is one whose compensation is within the highest ten percent (10%) of the work force of the school district.

Q. In each district building there shall be posted a notice to employees, describing the provisions of the FMLA, provided and approved by the Wage and Hour Division of the United States Department of Labor.

VII. Jury Duty/Subpoena Leave.

A. An employee who is summoned for jury duty or subpoenaed to testify as a witness (other than as a plaintiff, defendant, or as a witness in a case involving the employee's immediate family) in court will be granted leave with pay subject to the following conditions:

1. The Court's Order or Subpoena requiring the employee's presence is provided to the employee's immediate supervisor as soon as possible, but no later than the day immediately preceding the date on which the employee is required to appear.

2. The District will deduct from the employee's wages for the jury leave period the statutory jury fee (the highest prevailing state minimum wage rate per day) unless the employee endorses to the District all fees, other than mileage, paid as jury or witness fees.

VIII. Military Leave.

A. Any employee who is a member of an organized unit of the National Guard, or a reserve unit of any of the military branches, shall be given military leave, with no deduction of pay, not to exceed fifteen (15) days annually when ordered to active duty training with such organized units.

B. Such leave is to be in addition to other leaves to which the employee is otherwise entitled.

C. Any employee who is drafted or called into duty by the armed forces of the United States in excess of fifteen (15) days may request to use accrued leave with pay during such period of service. Such employee shall be placed on leave-without-pay after exhaustion of all accumulated leave. Such employees shall be eligible for return to duty in the first available position for which the employee is licensed, or in the case of non-licensed employees, the first available position of the same job category held by the employee at the time of induction into the armed forces, provided that the employee has fewer than five (5) years of cumulative service in the uniformed services while employed in this District.

D. Employees are encouraged to perform voluntary and/or discretionary duties, e.g., training sessions, during the summer rather than during student instructional times of the year.
E. While employees are on active duty, employees may elect to continue benefits (i.e., health benefits) provided by the district for the maximum period of time provided for under federal and state laws. The amount of premium for which the employee is responsible shall be determined in accordance with federal and state laws.

1. Upon reinstatement, there shall be no waiting period imposed under the district’s benefits plan for an employee who qualifies for such benefits. A qualifying employee is one who (a) has served five (5) years or less of cumulative service in the uniformed services while with the district; (b) has not been separated from service with a disqualifying discharge or under other than honorable conditions; and (c) applies for reinstatement within a timely manner after conclusion of service.

2. The district’s benefit plan shall not apply to any illness or injury determined by the Secretary of Veteran Affairs to have been incurred in, or aggravated during, service in the uniformed services.

F. Employees who are drafted or called to active duty are expected to provide a copy of their duty orders.

IX. Personal Leave.

A. Two days of personal leave will be credited to all employees at the beginning of each school year for personal business which cannot be handled except during work hours. Employees who begin employment after the commencement of the work year shall be credited with personal leave on a pro-rata basis. Employees who leave prior to the end of their contract year or are on extended leaves in excess of sixty (60) contract work days shall have personal leave reduced on a pro-rata basis. The employee is not required to state the reason for taking such leave; however, such leave is subject to advance approval by the supervisor.

B. Personal leave will normally not be granted on the last work day prior to or the first workday following a holiday or the beginning or ending of the school year. Personal leave shall not be approved during the first or last five (5) days of the academic year or on an in-service day. In the case of emergency, however, the Superintendent, or his/her designee, may grant personal leave for these days. The Superintendent’s, and/or his/her designee’s, decisions on these matters shall not be interpreted in a manner which establishes a precedent, practice, or other future entitlement.

C. Personal leave days that are not used during the current school year will be converted to sick leave days unless a written request is made to the Finance Department prior to June 15th of the current school year for payment. Payment will be made at the rate of $75.00 per day or earned fraction thereof.
X. Professional Leave.

A. Leaves from duty without deduction from pay or other earned leave balances may be granted for professional visitation and attendance at job-related meetings, conferences, and training sessions or other activities which in the superintendent's judgment would be beneficial to the work of the employee or to the district as a whole. Such leaves may or may not involve the reimbursement of expenses, including substitutes, depending upon the arrangements made prior to approval of the leave. Any expenditure proposed beyond the amount budgeted for such purposes must receive prior approval of the Board of Education.

B. One-half day of professional leave may be granted by the superintendent or designee for use by an employee for the oral examination for an advanced degree.

XI. Sick Leave.

A. Sick leave shall be granted to employees, in accordance with this policy and Section V relative to the FMLA, for illness of self, spouse, or dependent children. With prior approval of the immediate supervisor, an employee who is not eligible for FMLA leave may also use sick leave for the care of a dependent relative.

B. Employees shall earn one day's sick leave for each month employed each year. Sick leave may be accumulated to a total of 120 days.

C. Employees who are on leave of absence approved under Section XIII shall not forfeit unused accumulated leave but shall not earn additional leave while absent.

D. All earned accumulated sick leave is forfeited upon termination or discharge from employment by the school district for any reason, with no payment in lieu thereof. Sick leave is not transferable.

E. In all cases, when an employee terminates during the annual contract year, the appropriate salary deduction will be made from the final paycheck for any used but unearned sick leave.

F. Paid sick leave is a privilege granted to district employees to protect the health and welfare of both the employees and their families. Abuse of this privilege is subject to disciplinary actions. If a supervisor becomes aware of facts, circumstances, or conduct that give rise to reasonable suspicion that sick leave is being abused, the employee shall provide a physician’s statement to support the leave of absence, if requested to do so.

G. For periods of sick leave longer than three (3) consecutive days, the superintendent may require a physician's statement attesting to the reason for absence and a physician’s statement that the employee is able to return to work. Sick leave in excess of three (3) days may be counted as leave under Section V.
H. Sick leave benefits shall not be paid during any period for which an employee is eligible for workers’ compensation payments unless the employee has elected in writing to assign or pay his/her workers’ compensation payment to the district for the period during which the sick leave benefits are paid. In no event shall an employee be entitled to both sick leave benefits and workers’ compensation payments during the same period. In the event an employee receives both sick leave benefits and workers’ compensation payments for the same period, the district will deduct the amount of sick leave benefits paid (in the event no election has been made) or the amount of workers’ compensation payments received by an employee (in the event an election has been made) from the next amount due the employee from the district.

XII. Voting Time Leave.

A. On election days, school district employees shall be given two hours leave to vote. The two hours leave shall be on a schedule determined by the immediate supervisor.

XIII. Other Long-Term Unpaid Leave

Other unpaid leaves of absence not expressly authorized above may be granted, in the sole discretion of the Superintendent, based on the following:

A. Purpose of leave;
B. Length of leave, not to exceed one year;
C. Hardship to District;
D. Work performance of requester;
E. Written approval of supervisor; and
F. Tenure status.

Rio Rancho Public Schools
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