
Professional Personnel

Leaves of Absence

Each of the provisions in this policy applies to all professional personnel to the extent that it does not conflict with an applicable collective bargaining agreement or individual contract; in the event of conflict, such provision is severable and the applicable bargaining agreement or individual agreement will control.

Sick Leave

Please refer to the Professional Agreement between the Lincoln Elementary Education Organization and the Board of Education.

The Board may require a physician's certificate from a physician licensed in Illinois to practice medicine and surgery in all its branches, an advanced practice registered nurse who has a written collaborative agreement with a collaborating physician that authorizes the advanced practice registered nurse to perform health examinations, a physician assistant who has been delegated the authority by his or her supervising physician to perform health examinations, or if the treatment is by prayer or spiritual means, that of a spiritual adviser or practitioner of such person's faith, as a condition for paying sick leave after three days' absence for personal illness, or as it deems necessary in other cases. If the Board requires a certificate during a leave of less than three days, it shall pay the expenses incurred by the employee.

Bereavement Leave

The Board of Education shall grant a bereavement day without loss of sick leave for employees attending funerals of members of the immediate family, or other relatives or friends.

Child Bereavement Leave

State law allows a maximum of 10 unpaid work days for eligible employees (Family and Medical Leave Act of 1993, 20 U.S.C. §2601 et seq.) to take child bereavement leave. The purpose, requirements, scheduling, and all other terms of the leave are governed by the Child Bereavement Leave Act. Child bereavement leave allows for: (1) attendance by the bereaved staff member at the funeral or alternative to a funeral of his or her child, (2) making arrangements necessitated by the death of the staff member's child, or (3) grieving the death of the staff member's child, without any adverse employment action.

The leave must be completed within 60 days after the date on which the employee received notice of the death of his or her child. However, in the event of the death of more than one child in a 12-month period, an employee is entitled to up to a total of six weeks of bereavement leave during the 12-month period, subject to certain restrictions under State and federal law. Other existing forms of leave may be substituted for the leave provided in the Child Bereavement Leave Act. This policy does not create any right for an employee to take child bereavement leave that is inconsistent with the Child Bereavement Leave Act.

Leave of Absence Without Pay

The School Board may grant a leave of absence without pay to tenured professional staff members who have rendered satisfactory service and desire to return to employment in a similar capacity at a time mutually consistent with the district's needs as determined by the School Board.

Each leave of absence shall be of the shortest possible duration required to meet the leave's purpose consistent with a reasonable continuity of instruction for students.

Leave to Serve as an Election Judge

Any staff member who was appointed to serve as an election judge under State law may, after giving at least 20 days' written notice to the district, be absent without pay for the purpose of serving as an election judge. The staff member is not required to use any form of paid leave to serve as an election judge. No more than 10% of the district's employees may be absent to serve as election judges on the same election day.

Unauthorized Leave

Definition — Unauthorized leave is defined as nonperformance of those duties and responsibilities assigned by the district and its representatives including all duties and responsibilities as defined by statute, rules, and regulations of the State Board of Education, policies of the Board and administrative regulations of this school district. Such unauthorized leave may include but is not limited to collective refusals to provide service, unauthorized use of sick leave, unauthorized use of other leave benefits, nonattendance at required meetings and failure to perform supervisory functions at school sponsored activities.

An employee is deemed to be on unauthorized leave at such time and on such occasions as the employed may absent himself from required duties.

Disciplinary Action — Unauthorized leave shall constitute a breach of contract and, therefore, may result in the initiation of dismissal procedures, loss of salary, or such disciplinary action as may be deemed appropriate.

Beginning on the first day of unauthorized leave no warrant shall be drawn in favor of any employee who has not faithfully performed all duties prescribed.

An employee shall receive as salary only an amount that bears the same ratio to the established annual salary as the time he/she serves bears to the required days of service.

Child Rearing Leave

The School Board shall grant a professional staff member's request for a non-paid, child-rearing leave, not to exceed the balance of the school year plus one additional school year (but in no event shall such leave exceed three semesters), provided the request complies with this policy. Nothing in this policy shall prohibit a professional staff member from utilizing sick days during a disability due to pregnancy.

A teacher must request a child-rearing leave by notifying the superintendent in writing no later than 90 days before the requested leave's beginning date. The request should include the proposed leave dates. Every effort shall be made to have the leave minimally interrupt instructional continuity by ending before a new school year begins or before the first day of school after winter recess.

Subject to the insurance carrier's approval, the teacher may maintain insurance benefits at his or her own expense during a child-rearing leave.

A professional staff member desiring to return before the leave's expiration will be assigned to an available vacancy for which the teacher is qualified, subject to scheduling efficiency and instruction continuity.

Jury Duty

Employees shall not lose their regular salary as a result of serving on jury duty. Employees may keep all pay for their services on jury duty and all additional reimbursement for transportation and/or other expenses associated with jury duty service.

Leaves For Service in the Military and General Assembly

Leaves for service in the U.S. Armed Services or any of its reserve components and the National Guard, as well as re-employment rights, will be granted in accordance with State and federal law. A professional staff member hired to replace one in military service does not acquire tenure.

General Assembly

Leaves for service in the General Assembly, as well as re-employment rights, will be granted in accordance with State and federal law. A professional staff member hired to replace one in the General Assembly does not acquire tenure.

Leave for Employment in Department of Defense

The School Board may grant teachers a leave of absence to accept employment in a Department of Defense overseas school.

School Visitation Leave

An eligible professional staff member is entitled to eight hours during any school year, no more than four hours of which may be taken on any given day, to attend school conferences or classroom activities related to the teacher's child, if the conference or activity cannot be scheduled during non-work hours. Professional staff members must first use all accrued vacation leave, personal leave, compensatory leave, and any other leave that may be granted to the professional staff member, except sick and disability leave.

The superintendent shall develop administrative procedures implementing this policy consistent with the School Visitation Rights Act.

Leaves for Victims of Domestic or Sexual Violence

Any professional staff member may take an unpaid leave from work who:

1. is a victim of domestic or sexual violence, or
2. has a family, or household member who is a victim of domestic or sexual violence. The unpaid leave allows the employee to seek medical help, legal assistance, counseling, safety planning, and other assistance without suffering adverse employment action.

The Victims' Economic Security and Safety Act governs the purpose, requirements, scheduling, and continuity of benefits, and all other terms of the leave. Accordingly, an employee is entitled to a total of twelve work weeks of leave during any twelve month period. Neither the law nor this policy creates a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to the unpaid leave time permitted by the federal Family and Medical Leave Act of 1993 (29 U.S.C. § 2601, et seq).

Other Leaves

Upon request, the School Board will grant:

1. an unpaid leave of absence to a teacher who is elected to serve as an officer of a State or national teacher organization that represents teachers in collective bargaining negotiations,
2. 20 days of paid leave of absence per year to a trustee of the Teachers' Retirement System to attend meetings and seminars as described in 105 ILCS 5/24-6.3, and
3. a paid leave of absence for the local association president of a State teacher association that is an exclusive bargaining agent in the district, or his or her designee, to attend meetings, workshops, or seminars as described in 105 ILCS 5/24-6.2.

Legal Ref.: 10 ILCS 5/13-2-5
20 ILCS 1805/30.1 et seq
820 ILCS 154/
105 ILCS 5/24-6.1, 5/24-6.2, 5/24-6.3, 5/24-13, and 5/24-13.1.
820 ILCS 147/, School Visitation Rights Act.
820 ILCS 154/, Child Bereavement Act.
820 ILCS 180/Victims' Economic Security and Safety Act.

Cross Ref.: 5.180, 5.185, 5.330

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