

Parental/Adoption Leave

The “Collective Bargaining Agreement” between District 37 and the Avoca Education Association determines rights, responsibilities, procedures and specific deadlines regarding “Parental/Adoption Leave.” This document provides an overview. The actual contract is located on the District 37 website under “Business Office” and at the end of this document. The relevant sections in the contract are 10.6 – 10.8.9.

The Basics:

All Teachers: Tenured and non-tenured teachers are allowed up to twelve (12) weeks of leave for a newborn or a newly adopted child or foster child. This option is often referred to as the Family Medical Leave Act (FMLA). Of those 12 weeks, up to six (6) or eight (8) weeks (six [6] weeks for a normal delivery, eight [8] weeks for a c-section delivery) can be paid if the teacher has available accumulated sick days. A note from a physician specifying a c-section delivery is needed to qualify for eight (8) weeks of pay. During six (6), eight (8) or twelve (12) week leaves, the district’s insurance policy remains in effect with the same contribution levels from the district and teacher.

Tenured Teachers: As an alternative to the twelve (12) week FMLA option described above, tenured teachers can request a child-bearing/adoption leave of one (1) year, with a possible extension of up to one (1) additional year (two [2] year total leave). The decision to grant the leave is made at the sole discretion of the Board. Teachers can receive pay for up to six (6) or eight (8) weeks of the one (1) year or two (2) year leave (six [6] weeks for standard delivery and eight [8] weeks for c-section delivery) if the teacher has available accumulated sick leave. Again, during the six (6) or eight (8) weeks of paid leave, the district’s insurance policy remains in effect with the same contribution levels from the district and the teacher. A note from a physician specifying a c-section delivery is needed to qualify for eight (8) weeks of paid leave. Prior to receipt of any paid sick leave, the teacher must sign a promissory note indicating the teacher’s intention to return to the district in the school year following the leave of absence. If the teacher fails to return following the leave, any amounts paid as maternity leave must be repaid to the school. Teachers requesting the one (1) year or two (2) year leave option should advise the Superintendent no later than the 5th month of pregnancy. Under unusual circumstances, a non-tenured teacher may be granted the one (1) year or two (2) year leave option. The decision to grant the leave request is made at the sole discretion of the Board.

Frequently Asked Questions and Answers:

What is a “child-bearing leave of absence?”

The Family Medical Leave Act (FMLA) provides for a leave from work to care for a newborn or newly adopted child for up to twelve (12) weeks. During this time, insurance options and contribution levels will continue as before the leave. In addition, the district provides continuing pay for six (6) weeks or eight (8) weeks, depending on the type of delivery if the teacher has unused sick days available.

Who is eligible for a leave?

All teachers are eligible, with tenured teachers having the additional option for a one (1) year or longer leave at the Board’s discretion. Non-tenured teachers may also be granted this option.

What options do I have for maternity leave?

FMLA leave is available for up to twelve (12) weeks. In addition, tenured teachers may request an extended leave of one (1) year, and up to two (2) years. The decision to grant an extended leave is made at the sole discretion of the Board.

How are adoptions or foster children classified?

FMLA also covers adoptions and care of foster children.

If the child is born in the summer, how do the FMLA provisions regarding leave and the six (6) or eight (8) week pay provisions apply?

The date of delivery is the starting point for calculating the six (6) or eight (8) week paid period, assuming that unused sick days are available. Teachers may only begin using paid sick days once the official school year begins. Summer vacation days that are within the six (6) or eight (8) week calculation are not eligible to be used for paid sick leave.

What is considered a leave day?

Only school days are counted as leave days – weekends, vacation and holidays are not counted as leave days.

Will I receive pay during my leave?

If you have accumulated sick days available, you will be eligible to receive up to six (6) weeks of pay for a normal delivery and up to eight (8) weeks of pay for a c-section delivery. This is based on using the FMLA option.

What happens to my insurance during my leave?

Teachers taking FMLA leave will continue to have the district pay their percentage of the insurance premium. Teachers taking an extended leave can still participate in the district's health program for up to eighteen (18) months or with consent of the carrier, but he/she will be responsible for 100% of the cost.

When do I need to apply for a leave?

Those teachers who are planning on using twelve (12) weeks or less of FMLA leave need to notify their administrator as soon as is practical. Those teachers who are requesting an extended leave need to notify the Superintendent no later than the 5th month of their pregnancy.

When may I expect to hear from the Board regarding an extended leave request?

No longer than four (4) weeks from the date the request is submitted.

What if I have additional questions or want more specific information?

The actual contract is located below and on the District 37 website under "Business Office" - the relevant sections in the contract are 10.6 – 10.8.9. You may also contact the Business Manager in the Business Office.

Actual Contract Language:**10.6 CHILD-BEARING LEAVE OF ABSENCE**

Teachers who have given birth to a child shall be permitted to use accumulated sick days following the delivery of a child, on a fully paid basis for a six (6) to eight (8) week period, as designated by a physician. The date of delivery is the commencement date of the six (6) to eight (8) week period. Sick days used in advance of childbirth during any period of illness relating to her pregnancy will not be considered part of the six (6) to eight (8) week childbearing leave. Sick leave days will not be deducted for holidays or vacation days which fall during the school calendar year. If such teacher shall have exhausted accumulated sick leave, she shall be granted a leave of absence without pay during such period of illness, not to exceed twelve (12) weeks or the balance of the school term, whichever shall be the lesser.

10.7 EXTENDED CHILD-BEARING LEAVE OF ABSENCE

Teachers who have given birth to a child shall be permitted to extend childbearing leave of absence for up to an additional four (4) unpaid weeks, to a total of twelve (12) weeks, in accordance with the Family and Medical Leave Act.

10.8 CHILD-REARING LEAVE OF ABSENCE

A tenured teacher shall be eligible for unpaid child-rearing leave subject to the following conditions:

- 10.8.1 The teacher shall advise the Superintendent or his designee of her pregnancy no later than the fifth (5th) month or upon ascertainment of such condition, whichever shall be the latter. At such time, she shall provide a written statement from her obstetrician or physician indicating the expected date of delivery.
- 10.8.2 Application for such leave shall be made in writing to the Superintendent or his designee at least ninety (90) calendar days prior to the anticipated birth.
- 10.8.3 The teacher and the Superintendent or his designee shall agree upon a plan for the commencement and termination of such leave, taking into consideration the continuity of instruction, medical factors, and the pertinent time factors related thereto. In no event shall such leave begin later than the actual date of delivery. The leave shall not exceed the balance of the school year in which it commences and the following year. If the birth occurs outside the school calendar year, the leave will begin at the commencement of the next school calendar year and may be extended to include the following school calendar year. Anything contrary notwithstanding, a teacher shall not be eligible for a child-rearing leave if she has previously been granted such a leave and has not returned as a teacher in the District for at least two (2) full school years.
- 10.8.4 Teachers who have given birth to a child shall be permitted to use accumulated sick days following the delivery of a child, on a fully paid basis for a six (6) to eight (8) week period, as designated by a physician. Prior to receipt of any paid sick leave, a teacher on an approved child-rearing leave of absence must sign a promissory note which documents the teacher's intention to return to the District in the school year following the leave of absence. The promissory note will obligate the teacher to reimburse the District at the teacher's per diem salary rate for any sick leave days used by the teacher during the leave. The promissory note shall be enforced when the teacher fails to return to the District.
- 10.8.5 Any teacher who has worked ninety (90) or more employment days of the school year prior to the commencement of such leave shall be entitled to such advancement on the salary schedule, as she would have if the leave had not been granted. If the leave exceeds

the year such leave commences, neither of the one or two subsequent years shall be considered for step advancement on the salary scale. The teacher shall provide written notification of her intention to return by February 15 of the year in which she plans to return.

- 10.8.6 Any teacher desiring child-rearing leave as a result of becoming an adoptive parent shall notify the Superintendent or his designee in writing upon the initiation of such adoption proceedings. Such leave shall be granted upon satisfactory written notification to the Superintendent or his designee of the date the child is expected to be received. It shall be the responsibility of the applying teacher to keep the Superintendent or his designee informed of the status of the proceedings, and as soon as known, the expected date of the delivery of the child.
- 10.8.7 Child-rearing leave may be granted to a non-tenured teacher under unusual circumstances by action of the Board, subject to all the conditions applicable to a tenured teacher, and providing the term of such leave shall not be considered in computing full-time employment under *The School Code* for purposes of the continuous employment necessary to attain contractual continued service status. Upon the return from such leave, the teacher shall be considered to have commenced her first, second, third, or fourth probationary year as the case may be. The granting of child-rearing leave to any non-tenured teacher shall not constitute a precedent for the granting of leave to any other teacher. Each request shall be judged on its own merits.
- 10.8.8 A male teacher shall be entitled to a child-rearing leave of absence. Such leave shall be unpaid and should be subject to all of the applicable notice and other requirements of this section. Eligibility for such leave shall arise upon the anticipated birth of a child which the teacher has fathered or adopted.
- 10.8.9 With the consent of the carrier, the teacher may maintain insurance benefits by making timely payments of all premiums which may be due to the District Business Office or pursuant to its direction.