

Williamson County Board of Education

**Adopted Date:**

10/15/01

Rev. 1/28/08; Editorial

6/6/14; 7/20/15

5.302

SICK LEAVE - TEACHER

1 Sick leave shall mean leave of absence because of illness of the teacher from natural causes or accident or
2 the illness or death of the teacher's spouse, parent, grandparent, children, grandchildren, brothers, sisters,
3 mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, step-relatives as listed
4 above, or other family member with approval of the Superintendent, which necessitates the absence of the
5 teacher.

6
7 The time allowed for sick leave with pay shall be one (1) day for each month of employment. Sick leave shall
8 be cumulative for all earned days not used. A teacher in need of sick leave shall be allowed to use unearned
9 sick leave up to the number of days which such teacher may accumulate during the remainder of the year in
10 which he is employed.

11
12 Upon termination of the employment of such teacher before such days are earned, or at the end of the school
13 year, there shall be deducted from the final salary of such teacher an amount based on their daily rate of pay
14 sufficient to cover any excess sick leave days used by such teacher. If such final salary is insufficient for this
15 purpose, the teacher shall be liable for reimbursement of any amount in excess of their final salary.

16
17 When a teacher is unable to meet their classes, the teacher shall notify the Principal or designee as soon as
18 possible before school opens. The teacher shall notify the Principal or designee a reasonable length of time
19 before they intend to return to the classroom and not later than one (1) hour before school opens that
20 morning, so that the Principal or designee may be able to notify the substitute. All sick leave requests of less
21 than ten (10) consecutive work days shall be submitted in Aesop or the current absence management
22 system.

23
24 The Family Medical Leave Act (FMLA) employee form or FMLA family form should be completed by a
25 physician along with the long term leave of absence application (LOA), and shall be filed with the Principal or
26 immediate Supervisor for each period of illness of ten (10) or more consecutive work days. The FMLA forms
27 must be completed and signed by the physician providing facts about the illness/injury, the date of
28 commencement, and an expected date of return. In the event of the absence of a teacher in excess of the
29 sick leave days available to the teacher, the Superintendent may require an examination by a physician other
30 than the physician certifying the previous absences. The Board would pay for the second opinion.

31
32 The Superintendent may require a physician's statement for any sick leave claim.

33
34 If a teacher fails to provide appropriate notice or certification for sick leave, forfeiture of the paid leave will
35 result, with the exception of those cases deemed an emergency by the Principal or immediate Supervisor.

36
37 The Superintendent shall keep a record of the accumulated sick leave for each eligible teacher in the Board's
38 employ and shall provide a verified copy to the professional employee upon request. Each employee is
39 responsible for reviewing their accrual balances for each pay period. If an employee believes an accrual
40 balance has been incorrectly reported, the employee shall notify the Payroll Department. If no such notice is
41 given, the reported accruals for each fiscal year shall become final sixty (60) days after completion of that
42 fiscal year. Exceptions may be granted by the Superintendent when circumstances prevent timely notice.

43
44 Part-time teachers may accumulate sick leave in a manner proportionate to their work schedule compared
45 with full-time annual employment of a teacher and their accumulation of sick leave.

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48 Legal Reference:
49 TCA 49-5-710

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