North Carolina Public Schools

Benefits and Employment Policy Manual

Public Schools of North Carolina Department of Public Instruction
Office of Educator Preparation, Licensure, and Performance
6368 Mail Service Center
Raleigh, North Carolina 27699-6368

http://www.ncpublicschools.org/

Revised June 2026

STATE BOARD OF EDUCATION

STATE BOARD OF EDUCATION VISION

Every public school student in North Carolina will be empowered to accept academic challenges, prepared to pursue their chosen path after graduating high school, and encouraged to become lifelong learners with the capacity to engage in a globally-collaborative society.

STATE BOARD OF EDUCATION MISSION

The mission of the North Carolina State Board of Education and the North Carolina Superintendent of Public Instruction is to use their constitutional authority to guard and maintain the right to a public education for every student in North Carolina and to support public school units in providing every student an excellent education that prepares them for success in their next phase of life.

ERIC DAVIS, Chair
Charlotte – At-Large

ALAN DUNCAN, Vice Chair
Greensboro – Piedmont-Triad Region

RACHEL HUNT, Lieutenant Governor
Charlotte – Ex Officio

BRAD BRINER, State Treasurer
Chapel Hill – Ex Officio

MAURICE "MO" GREEN, Superintendent
Greensboro – Secretary to the Board

JILL CAMNITZ
Greenville – Northeast Region

REGINALD KENAN
Rose Hill – Southeast Region

VACANT
North Central Region

OLIVIA OXENDINE
Pinehurst – Sandhills Region

VACANT
Southwest Region

JOHN BLACKBURN
Linville – Northwest Region

DR. JANET MASON
Forest City – Western Region

J. WENDELL HALL
Ahoskie – At-Large

CATTY MOORE
Monroe – At-Large

The above State Board of Education information is a record of the board members at the time of this document's
approval for publication. For the current list of State Board Members, Vision and Mission Statements, go to www.dpi.nc.gov/about-dpi/state-board-education.

NC DEPARTMENT OF PUBLIC INSTRUCTION

Maurice "Mo" Green, State Superintendent / 301 N. Wilmington Street, Raleigh, North Carolina 27601

In compliance with federal law, the NC Department of Public Instruction administers all state-operated educational programs, employment activities and admissions without discrimination because of race, religion, national or ethnic origin, color, age, military service, disability, or gender, except where exemption is appropriate and allowed by law.

Inquiries or complaints regarding discrimination issues should be directed to:
Thomas Tomberlin, Senior Director, Educator Preparation, Licensure, and Performance, NCDPI
6301 Mail Service Center, Raleigh, NC 27699-6301 / Phone: (984) 236-2114

Visit us on the Web: www.dpi.nc.gov

Table of Contents

Category ID#	Subject	Policy ID#
1.0	**Definitions**	
	Definitions	1.1
2.0	**Holiday Leave**	
	Paid Legal Holidays	2.1
	Bona Fide Religious Holidays	2.2
3.0	**Annual Vacation Leave**	
	Annual Vacation Leave	3.1
	Annual Vacation Leave for Catastrophic Illness	3.2
	Annual Vacation Leave for New Parents	3.3
	Bonus Vacation Leave	3.4
4.0	**Sick Leave**	
	Sick Leave	4.1
	Extended Sick Leave	4.2
	Voluntary Shared Leave	4.3
	Voluntary Sick Leave Bank	4.4
	Disability Income Plan	4.5
5.0	**Personal Leave**	
	Personal Leave	5.1
6.0	**Educational/Professional Leave**	
	Educational Leave	6.1
	Professional Leave	6.2
7.0	**Civil Responsibility Leave**	
	Community Responsibility	7.1
	Jury Duty	7.2
	Court Attendance	7.3
	Elected Officials	7.4
8.0	**Parental/FMLA Leave**	
	Parental Leave without Pay	8.1
	Family Medical Leave Act of 1993 (FMLA)	8.2
	Parental Involvement in Schools Leave	8.3

Table of Contents, continued …

Category ID#	Subject	Policy ID#
9.0	**Other Leave**	
	Compensatory Leave (FLSA)	9.1
	Workers' Compensation Leave	9.2
	Episode of Violence	9.3
	Contagious Disease	9.4
	Suspension with Pay	9.5
	Other Leaves without Pay	9.6
10.0	**Military Leave**	
	Short-Term Military Leave	10.1
	Military Leave for Extended Active Duty	10.2
	Civil Air Patrol	10.3
	State Defense Militia	10.4
11.0	**Substitutes**	
	Teacher Substitutes	11.1
	Substitutes for Non-Instructional Personnel	11.2
12.0	**Interim/Replacement Employee**	
	Interim/Replacement Employee	12.1
13.0	**Longevity**	
	Longevity	13.1
	Creditable Service	13.2
14.0	**Tenure/Contracts**	
	Probationary Teachers	14.1
	Career Status (Tenure)	14.2
	Administrator Term Contract Law	14.3
	Contacts	14.4
	At-Will Employees	14.5
15.0	**School Calendar**	
	School Calendar	15.1
16.0	**Retired Employees**	
	Employment of Retirees	16.1

Table of Contents, continued …

Category ID#	Subject	Policy ID#
17.0	**Job Sharing for Public School Employees**	
	Job Sharing for Public School Employees	17.1

1.1 – Employee Classification Definitions

1.1.1 Overview

This section defines the classifications of public school employees to determine certain benefits and privileges afforded when employed.

1.1.2 Permanent Employee

As used in these policies "permanent employee" means an employee who is either:

(a) Employed to fill a position that is to be permanent if needs and funds continue.
A permanent employee is eligible to receive full or pro-rata benefits, or

(b) Employed for at least six full consecutive months of employment to either replace one or more employees who are on an approved leave of absence without pay, or to fill a vacancy until a qualified replacement is employed. A person employed for at least six full consecutive months is eligible to receive full or pro-rata benefits, therefore the eligibility for benefits must be determined at the time of the initial assignment, or when the assignment status changes.

Permanent employees who works at least 30 hours per week must be enrolled in the Teachers' and State Employees' Retirement System and must receive employer-paid medical insurance for self.

They may be classified as full-time or part-time but must work a minimum of 20 hours per week.

Permanent employees do not lose permanent status during any period of temporary or interim assignment to another position in the same school system when it is anticipated that the employee will be returned to the permanent position.

1.1.3 Part-time Employee

As used in these policies "part-time employee" means an employee who regularly works at least 20 hours per week, but less than the number of hours set as full time for that class of work.

Any permanent employee who works at least 30 hours per week must be enrolled in the Retirement System and receive employer-paid medical insurance for self.

1.1.4 Full-time Employee

As used in these policies "full-time employee" is a person employed to fill a vacancy whose regular work week is the number of hours established as full-time for the class of work assigned, but not less than 30 hours per week.

Two or more part-time assignments with the same LEA may be combined to satisfy requirements to become a full-time employee. An employee working in two or more positions may not earn more benefits than those allowed for a single, full-time position.

1.1.5 Temporary Employee

As used in these policies "temporary employee" means a person who is either:

(a) Employed to fill a vacancy working less than 20 hours per week, or

(b) Employed to fill a vacancy for less than six full consecutive months of employment.

Temporary employees:

- May be classified as full-time or part-time.
- They are not eligible to earn paid leave and do not participate in the retirement system.
- They do not receive nor can purchase health benefits through the State Health Plan.
- Temporary employees may not use leave earned during any previous employment.

1.1.6 Interim Employee

An interim employee may be employed when an opening occurs in a position by absence from employment, leave without pay, workers' compensation, short-term disability or absence caused by an episode of violence in the school. An interim employee may not be employed to replace a permanent employee who is using paid leave.

As used in these policies "interim employee" means a person employed for less than six full consecutive months to replace an employee who is on an approved leave of absence and is expected to return.

RETURN TO WORK RETIRED TEACHERS & STATE EMPLOYEES

As a Teachers' and State Employees' Retirement System (TSERS) retiree, if one wishes to return to work with a TSERS employer and continue to receive TSERS monthly retirement benefits, one must meet the following conditions:

- One must be retired at least 6 months before returning to work for a TSERS employer in any capacity (except as a bona fide volunteer in a local school administrative unit or a school board member).
- One must work in a position that does not require membership in TSERS. (NOTE: If one is reemployed in a TSERS position which requires one to be a permanent employee who works at least 30 hours per week for 9 months per year, one's retirement payment must be stopped and will again become a contributing TSERS member.)
- One will be subject to the earnings restrictions below. One can earn whichever is greater:

  50% of one's gross pre-retirement salary (excluding termination payments) or $33,560.00 (2019 amount)

These earnings restrictions apply for the 12 months immediately following retirement and for each calendar year of retirement.

The responsibility of maintaining bona fide volunteer status or the earnings restrictions resides with the retiree, not with the local school district. Retirees should consult the retirement system if they have questions about their retirement status.

1.1.7 Instructional Personnel

As used in these policies "instructional personnel" means all teachers as defined by G.S. 115C-325 (a) (6), with the exception of supervisors, and non-teaching principals, assistant principals, social workers, counselors and psychologists. The term could include principals, assistant principals or counselors who teach any part of the day. Instructional personnel who require substitutes are prohibited from using annual vacation leave on student attendance days, except as provided in Section 3 of this manual.

1.1.8 Substitute Employee

As used in these policies "substitute employee" means a person employed to fill in for a permanent employee who is using paid leave. There are specific regulations for substitute teachers, See Section 11.1.

Substitute employees are considered temporary employees and:

1. Are not eligible to earn leave.
2. Do not participate in the retirement system.
3. May not use leave earned during any previous employment while assigned as a temporary employee

1.1.9 Volunteer

As used in these policies, "bona fide volunteer" means an individual who:

(a) Volunteers of his/her own free will;
(b) Does not receive and does not expect to receive compensation (with no agreement or expectation of payment at a later date); and
(c) Provides services which would normally be provided by an (unpaid) volunteer.

Volunteering is not employment; therefore, volunteers cannot be used to fill or hold any vacancies. Volunteering also must not affect or influence any future decisions the employer may make with regard to the volunteer's possible employment in the local education agency.

A TSERS (retiree) may return to work as an unpaid bona fide volunteer in a local school administrative unit during the first 6 months after his effective retirement date without affecting the TSERS retirement benefits. This service cannot be paid, cannot be holding a paid position open or helping one secure paid work in the future, and must be work that would typically be done by a volunteer.

If a TSERS retiree wishes to volunteer a few hours a week selling concessions at an athletic event or assisting with fundraisers, among other activities, he/she may do so in the first 6 months following retirement. One cannot volunteer as a classroom teacher, for example, to hold a job open for the first six months after retirement, as that would violate both federal law and state statutes G.S. 135-1(20) prohibiting an "intent or agreement, express or implied, to return to service." It is the responsibility of the retiree to maintain his/her bona fide volunteer status.

1.1.10 State Agencies for Shared Leave

For the purpose of Voluntary Shared Leave, employees from agencies identified by the Office of State Human Resources for creditable service may donate leave to an eligible public school employee.

List of Creditable Service Employers for Longevity State Service_7.18.2025_0.pdf

1.1.11 Recording Leave Units

Leave may be recorded in units of hours, one -half days, or whole days, as determined by the local board of education. The same unit must be used for earnings and use.

1.1.12 Immediate Family

As used in these North Carolina LEA benefit policies "immediate family" means the employee's:

(a) Spouse,
(b) Children,
(c) Parents,
(d) Brothers,
(e) Sisters,
(f) Grandparents,
(g) Grandchildren, and
(h) Dependents living in the employee's household.

Also included are the step, half, and in-law relationships.
As used in the federal Family Medical Leave Act, immediate family is parent, spouse or child. (See Section 8.2.1)

1.1.13 LEA and Charter School

As used in these policies, local education agency (LEA) is a public school system operated by a local board of education. A charter school is a public school established according to G. S. 115C-238.29E and operated by a non-profit board of directors.

Legal Reference(s)

NC Constitution, Article IX, Section 5
16 NCAC 6C. 0101
16 NCAC 6C. 0402
G.S. 115C-12.2
Code of Federal Regulations, Title 29, Part 825, The Family and Medical Leave Act of 1993, as amended

2.1 – Legal Holidays

2.1.1 Paid Legal Holidays

Permanent public-school employees receive pay for the same number of legal holidays occurring within the period of employment as those designated by the State Personnel Commission for State employees. Permanent part-time employees are entitled to paid holidays on a pro rata basis. Paid holidays are granted only to employees who are in pay status through the day on which the holiday is scheduled, or in pay status for ½ or more of the workdays in the month. This includes Independence Day for summer employment (or another day at the discretion of the local school board).

Note: Employees would not earn holidays scheduled before their date of employment or after their date of separation or when the employee is on leave without pay for more than half of the workdays and holidays in the month.

Temporary employees are not entitled to paid holidays.

With the exception of Veteran's Day, the local board of education determines when holidays are scheduled in the school calendar. The following holidays are designated by the State Personnel Commission for State employees, but local school boards/boards of directors may choose to recognize a different holiday*:

- New Year's Day
- Martin Luther King, Jr's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day (*Note: Veteran's Day must be observed as a holiday for students and staff.)
- Thanksgiving Day – Two days
- Christmas – Three days.

Legal Reference(s)

G.S. 115C-84.2
G.S. 115C-272(b) (1)
G.S. 115C-285(a) (1)
G.S. 115C-316(a) (1) and (2)

2.2 – Bona Fide Religious Holidays

2.2.1 Observance of Bona Fide Religious Holidays

Absence from school for bona fide religious holidays may be allowed for a maximum of two days within any one school year with prior approval from the superintendent. Days designated may not be already scheduled as vacation or other holidays in the school calendar. Absence for these religious holidays will be with full pay.

The employee must agree to make up the amount of time for which his or her absence has been excused. The time must be made up at a time agreed upon by the employee and his or her immediate supervisor or principal.

When a substitute is employed on these holidays, payment must be made from the same source of funds as the employee's salary (local, federal, or state funds).

Legal Reference(s)

G.S. 115C-12(8) 16
NCAC 6C.0404

3.1 – Annual Vacation Leave

3.1.1 Purpose

The purpose of paid annual vacation leave is to allow and encourage all employees to renew their physical and mental capabilities and to remain fully productive. Employees are encouraged to request annual vacation leave during each year in order to achieve this purpose.

3.1.2 Eligibility and Rate of Earning

All full-time and part-time permanent employees who work or are on paid leave (including paid holidays and workers' compensation) for one-half or more of the workdays in a monthly pay period are entitled to earn annual vacation leave at the same rate provided for state employees. Leave for a part-time employee is computed on a pro rata basis of the amount earned by a full-time employee in that class of work. A single employee working in two or more positions may not earn more than the benefits allowed for one full-time position.

The rate of earnings is based on the length of total State service as follows: (See Sections 13.1.2 and 13.1.3 regarding earning State service.)

Vacation Leave Accrual Rates for employees with 8-hour workday and 12 months of employment.		
Years of State Service	**Monthly Full-time Accrual Rates**	**12 Month Full-time Accrual Rates**
Less than 5 years	1.25 days (10 hours)	15 days (120 hours)
5 but less than 10 years	1.5 days (12 hours)	18 days (144 hours)
10 but less than 15 years	1.75 days (14 hours)	21 days (168 hours)
15 but less than 20 years	2.0 days (16 hours)	24 days (192 hours)
20 but less than 25 years	2.25 days (18 hours)	27 days (216 hours)
25 years or greater	2.5 days (20 hours)	30 days (240 hours)

LEAs have the authority to determine the number of hours in their employees' workday. The above chart is based on the Office of State Human Resources model of an 8-hr/day, 40 hr./week employee. Districts should scale the leave accrual rates to reflect the appropriate number of annual leave days that the employee can accrue in a month. For example, an employee with less than 5 years of experience who works 7.5 hours (37.5 hrs./week) would earn 9.375 hours (1.25 days) of annual leave per month. Employees cannot earn more annual leave days than are allowed by state law.

Notwithstanding Section 3.1.6(d) of this manual, service in a North Carolina public charter school qualifies as creditable state service for purposes of calculating an employee's accrual rate for vacation leave.

Bus drivers who work less than 20 hours per week and who are not otherwise entitled to earn vacation as described above are entitled to earn one day per year (equal in length to one regular workday for each driver) if:

a) They are employed to drive a regular daily route (i.e., they are not substitute drivers), and
b) They were employed as regular drivers the entire previous school year.

A bus driver who is terminated or resigns before taking the leave day is not entitled to compensation for the annual vacation leave day.

3.1.3 Use of Annual Vacation Leave

(a) For 10-month employees the first 10 days of annual vacation leave must be scheduled in the school calendar and must be taken as scheduled.

(b) **Approval:** All annual vacation leave taken by a public-school employee must be with the authorization of the employee's immediate supervisor and must conform to policies established by the State Board of Education and the local board of education.

(c) **Units of annual vacation leave:** Annual vacation leave may be used in one-half days, whole days, or hours as determined for earning purposes by the local board.

(d) **Restrictions on use by instructional personnel and teacher assistants:** Classroom teachers who require a substitute, school media coordinators who require a substitute and teacher assistants who require a substitute may not take annual vacation leave at any time that students are scheduled to be in attendance except as provided in Section 3.2 (Leave for Catastrophic Illness), or Section 3.3 (Leave for New Parents) of this manual. However, local school boards of education may adopt policies permitting instructional personnel employed for 11 or 12 months in year- round schools to, with the approval of the principal, take annual vacation leave at a time when students are in attendance; local funds shall be used to cover the cost of substitute teachers.

Teachers (as defined by G.S. 325.a (6)) who do not require a substitute may, with their supervisor's approval, take annual vacation leave on any day school is in session. Employees who meet the above definition of teacher and who are restricted in their use of annual leave (i.e., when students are in school) shall accrue personal leave at the same rate as classroom teachers. Teachers who do not accrue personal leave shall not be restricted in their use of annual leave with prior approval.

(e) **Annual vacation leave in lieu of sick leave:** Annual vacation leave may be used in lieu of sick leave. Instructional personnel who require substitutes are subject to the restrictions set forth in paragraph (d) above.

(f) **Adverse weather:** Employees may elect to use annual vacation leave for absences due to adverse weather conditions only on days when students are not required to attend school due to the adverse weather conditions.

(g) **Disability:** Employees may elect to exhaust annual vacation leave during the 60-day waiting period or in lieu of short-term disability benefits. Instructional personnel who require substitutes may use this leave only on days that students are not scheduled to be in regular attendance or in accordance with the provisions of Section 3.2 (Leave for Catastrophic Illness), or Section 3.3 (Leave for New Parents) of this manual. This election does not extend the 365-day duration of short-term disability.

(h) **Use of annual vacation leave by interim or temporary employees:** An employee who had previously earned annual vacation leave may not use this leave while employed in an interim position of less than six months, a temporary position, or a position of less than 20 hours per week except as provided in Section 1.1.2.

(i) **Accumulation and use during summer employment:** Any employee who earned annual vacation leave in the regular school term will continue to earn annual vacation leave during the summer if employed at least 20 hours per week in the same school system. The rate will be pro rata if the summer employment is less than full-time. Annual vacation leave may be used under the same conditions as during the regular term.

(j) **Scheduling annual vacation leave and workdays in the calendar:** Local calendars must be designed to allow all employees an opportunity to take annual vacation leave. This applies to summer school calendars as well as calendars for the regular term. Days not scheduled in the calendar for student attendance, holidays, annual vacation leave, or optional workdays may be designated by the local board of education as mandatory workdays. (See Sections 15.1.2 and 15.1.3 for assignment of days).

(k) **Leave deficit:** An employee who has neither earned nor will earn sufficient annual vacation leave to cover any annual vacation leave day scheduled in the school calendar will be placed on leave without pay.

(l) **Military caregiver:** An employee may choose to exhaust available sick and/or vacation/bonus leave or go on leave without pay to care for an injured family member. (An employee's ability to substitute accrued paid leave is determined by the terms and conditions of the employer's normal leave policy.)

(m) **Qualifying Exigency:** When necessitated by one of the qualifying exigency reasons, employee may use available vacation/bonus leave, or go on leave without pay. (An employee's ability to substitute accrued paid leave is determined by the terms and conditions of the employer's normal leave policy.) (See Section 8.2.2 - Qualifying Exigency Explanation)

3.1.4 Accumulation/Conversion to Sick Leave

Annual vacation leave may be accumulated without any applicable maximum until June 30 of each calendar year. On June 30 or upon retirement accumulated annual vacation leave in excess of 30 days will be converted to sick leave so that only 30 workdays of annual vacation leave are carried forward.

Upon separation in order to retire, annual vacation leave over 30 days may be converted to sick leave for creditable service toward retirement.

Upon separation from service due to service retirement, resignation, (if not transferring to another LEA within 31 calendar days), dismissal, reduction in force or death, an employee shall be paid in a lump sum for accumulated annual vacation leave not to exceed a maximum of 30 days. Employees going onto disability may exhaust annual vacation leave rather than be paid in a lump sum.

3.1.5 Advancement

An employee may be advanced the amount of annual vacation leave that may be earned in the remainder of the fiscal year at the discretion of the local administrative unit. The local superintendent must assume full responsibility for use in excess of earnings.

3.1.6 Transfer of Leave

(a) **Transfer between LEAs:** An employee who transfers between local administrative units must have all unused annual vacation leave transferred to the new administrative unit. Leave to be accepted by a school system must not result in leave being accrued at a greater rate than the rate afforded to school employees as set forth in Section 3.1.2. Leave should be transferred between districts as "days", not hours. The transferring district calculates the days by dividing the number of total hours of annual vacation leave by the number of hours in the employee's defined workday. The receiving district multiplies the number of days by the number of hours in the employee's new role. This process ensures that no days are lost (or gained) when the employee transfers between districts that may define their workdays differently.

(b) **Transfer to and from other state agencies:** If the agency is willing to accept it, leave may be transferred to and from a state agency or institution, community college, technical institute, or a position covered by the State Personnel Act in county agencies of mental health, public health, social services, or emergency management.

All or any portion of the unused annual vacation leave may be accepted. Leave to be accepted from a state agency must not result in leave being accrued at a greater rate than the rate afforded to school employees as set forth in Section3.1.2.

If a receiving agency refuses to credit the employee with the unused annual vacation leave or any portion thereof, the employee must be paid in a lump sum for up to 30 days or 240 hours of accumulated annual vacation leave.

(c) When an employee transfers between LEAs or to a state agency, if the new employment is obtained within 31 calendar days from the date of separation, (as reported by the resigning employee), the leave balances will transfer rather than being paid out.

(d) There is no provision for public school employees to transfer leave to or from charter schools.

* NOTE: Upon Separation from employment with an LEA to work in a charter school, any vacation leave balance (up to 30 days) is paid by the LEA.

3.1.7 Separation from Employment

(a) **Lump sum payment:** An employee must be paid in a lump sum for accumulated annual vacation leave, not to exceed a maximum of 30 days or 240 hours, upon separation from service. Separation from service includes resignation (unless the employee is transferring to another LEA or state agency), dismissal, reduction-in-force, death, service retirement, beginning long-term disability benefit or change to temporary status.

(b) **Leave deficit:** If an employee separating from service is overdrawn with respect to annual vacation leave, a deduction in the appropriate amount must be made from the employee's final paycheck.

(c) **Retirement:** A deduction for retirement must be made from all lump-sum payments of annual vacation leave. Receipt of lump-sum leave payment and retirement benefits is not considered to be dual compensation.

(d) **Claims on behalf of deceased employee:** In the case of a deceased employee, unused annual vacation leave up to a maximum of 30 days or 240 hours must be paid to the deceased employee's administrator or executor upon the establishment of a valid claim. The claim must be made to the Clerk of Superior Court in the county of the deceased employee's residence.

(e) **Accounting procedure:** When an employee separates from service, payment for leave may be on the regular payroll or on a supplement payroll. The number of leave days and amount of payment must be specified. Payment must be charged to the annual vacation leave budget codes provided for this purpose and from the same source of funds and in the same prorate amount from which the employee's salary is paid (local, federal or state funds).

(f) **Leave Payouts:** The daily rate of pay for licensed educators can be found in the State Salary Manual for the current fiscal year. Compensation for Public School Employees | NC DPI

3.1.8 Leave Records

Local administrative units must maintain leave records for each employee. It is the responsibility of the employee to record his or her leave time and the responsibility of the employee's immediate supervisor to verify that the leave record is accurate.

The local administrative unit must notify employees of leave balances at least once a year.

Leave records must be retained for a period of at least five years from the date of the employee's separation from service.

Legal Reference(s)

G.S. 115C-84.2
G.S. 115C-272
G.S. 115C-285
G.S. 115C-302.1
G.S. 115C-316
G.S. 115C-336(c)
Session Law 1997-443, Section 8.6
16 NCAC 6C.0401
Code of Federal Regulations, Title 29, Part 825, The Family and Medical Leave Act of 1993, as amended
Finance Newsletter No. 030-10/11, March 25, 2011
Annual Vacation Leave Earning Rates

3.2 - Annual Vacation Leave for Catastrophic Illness

3.2.1 Benefit

Instructional personnel who require substitutes and may take annual vacation leave at a time when students are scheduled to be in attendance if the leave is due to a catastrophic illness of the employee and if the entire employee's available sick leave has been exhausted.

This leave is available only for the employee's personal illness.

3.2.2 Determining Eligibility

The local superintendent or a committee designated by the superintendent shall determine whether an illness is catastrophic by considering such factors as:

(a) The debilitative nature of the condition,
(b) The life-threatening potential of the condition,
(c) The duration of the condition,
(d) The monetary hardship incurred because of the condition,
(e) The expected length of the leave, and
(f) Other options available to the employee, such as state disability.

Legal Reference(s)

G.S. 115C-302.1(c)
G.S. 115C-336(c)
16 NCAC 6C.0401

3.3 – Annual Vacation Leave for New Parents

3.3.1 Annual Vacation Leave for New Parents

(a) Employees, including teachers, may use annual vacation leave, personal leave if applicable, or leave without pay to care for a newborn child or for a child placed with the employee for adoption or foster care. Use of annual vacation leave for this purpose is not limited to days when students are not scheduled to be in attendance. (An employee may also use up to 30 days of earned sick leave to care for a child placed with the employee for adoption. See section 4.1.2(a).

(b) The leave must be for consecutive workdays during the first 12 months after the date of birth or placement of the child, unless the employee and local board of education agree otherwise.

Legal Reference(s)

G.S. 115C-302.1(j)
G.S. 115C-336.1

3.4 - Bonus Vacation Leave

3.4.1 Purpose

The purpose of the bonus vacation leave is to provide a leave benefit to employees whom the General Assembly designated in the 2002-2003, 2003-2004, and/ or 2004-2005 fiscal years.

3.4.2 Eligibility and Rate of Earning

Bonus vacation leave was received in three special distributions. For the 2002-2003 fiscal year, only full-time and part-time permanent employees who were eligible to earn leave on September 30, 2002 were eligible to receive bonus vacation leave. School employees who received salary increases based on the salary schedules approved in the 2001 modified budget (S.B. 1115) were not eligible for bonus vacation leave.

For the 2003-2004 and the 2004-2005 years, additional bonus vacation leave was awarded to certain employees (those eligible to earn paid leave that were not paid from a teacher or administrator salary schedule).

In each of the three special distributions, eligible employees in permanent full-time 12-month positions received the full amount of bonus vacation leave. The leave was received pro rata if employed less than full-time and/or less than 12-months.

The bonus vacation leave balance is tracked separately and carried forward each year until used or paid out at retirement or separation. (It is not included in the 30 day limit of the annual vacation leave which can be carried forward on June 30 each year and does not roll into sick leave.)

3.4.3 Use of Bonus Vacation Leave

Bonus vacation leave can be used under the same circumstances and provisions as annual vacation leave (See Section 3.1.3).

3.4.4 Transfer of Bonus Leave

An employee who transfers between LEAs or to or from a state agency or a community college, can have all unused bonus vacation leave transferred providing that the new agency accepts the bonus vacation leave.

3.4.5 Payout of Bonus Vacation Leave

When an employee transfers between LEAs or to a state agency or a community college, if the new employment is obtained within 31 calendar days from the date of separation, the bonus leave balance can be transferred rather than being paid out providing that the new agency accepts the bonus vacation leave.

3.4.6 Separation from Employment or Transfer to a Position Not Eligible for Leave

(a) Upon separation from employment, any unused bonus vacation leave balance will be paid out at the daily rate at the time of separation. This payment is in addition to the annual vacation leave balance (up to 30 days) that is paid at separation (Section 3.1.7).

(b) If an employee transfers to a position where the employee is unable to earn or use vacation leave, the bonus leave balance is paid in a lump sum. This bonus vacation leave payment is in addition to any payment for an annual vacation leave balance (Section 3.1.7).

3.4.7 Donation of Bonus Vacation Leave

Bonus leave, in general, cannot be donated under the rules and provision of voluntary shared leave. The North Carolina Office of State Human Resources maintains a list of recent bonus leave and whether it can be donated as shared leave.

OSHR Bonus Leave Policy: https://oshr.nc.gov/documents/special-annual-leave-bonus

Legal Reference(s)

NCGA 2001, S.B. 1115 Section 28.3 as amended by technical corrections in S.B. 1217 Section 82
NCGA 2003, H.B. 397 Section 30.12
NCGA 2005, S.B. 622 Section 29.14A

4.1 - Sick Leave

4.1.1 Eligibility and Rate of Earning

(a) **Full-time employees:** All permanent, full-time employees working or on paid leave (including paid holidays and workers' compensation) for one-half or more of the workdays in any monthly pay period earn one sick day per month or the number of hours worked daily by a full-time employee in that class of work up to a maximum of eight hours.

(b) **Part-time employees:** All permanent, part-time employees working or on paid leave (including paid holidays and workers' compensation) for one-half or more of the workdays in any monthly pay period earn sick leave computed on a pro rata basis ofthe amount earned by a full-time employee in that class of work.

Permanent, part-time employees previously employed in a full-time position retain the balance of sick leave earned in the prior position upon transferring to a part-time position.

(c) **Units:** Sick leave must be used in one-half days, whole days, or hours as determined for earning purposes by the local board. Only sick leave taken on an employee's workday shall be deducted from the employee's sick leave balance.

(d) **Accumulation:** Sick leave may be accumulated indefinitely.

4.1.2 Purposes for Which Sick Leave May Be Used

Sick leave may be used for:

(a) Any actual period of temporary disability caused by or contributed to by personal illness or injury, which prevents an employee from performing his or her usual duties. Sick leave due to pregnancy, miscarriage, abortion, childbirth, or postnatal recovery must be treated in the same manner as any other temporary disability. Sick leave may be used during the 60-day waiting period for short-term disability to supplement, or in lieu of, short-term disability benefits. Sick leave may also be used to supplement, or in lieu of, workers' compensation to maintain 100% salary (see Section 9.2).

(b) Up to 30 days of earned sick leave may also be used to care for a child placed with an employee for adoption or foster care. This leave must be used during the twelve months following placement of the child. This leave must be used consecutively unless alternative arrangements are agreed to by both employer and employee.

For employees who give birth to a child, the employer may assume a standard recuperation period of 30 days, immediately following the birth of a child, for which sick leave may be used. An employer may request documentation from a medical professional for sick leave used in excess of the 30-day allowance.

(c) Medical appointments of the employee.

(d) Illness in the immediate family (see Section 1.1.12) and medical appointments related to the illness that necessitates the employee's attendance.

(e) Death in the immediate family (see Section 1.1.12).

(f) The length of leave granted for illness or death in the immediate family is determined by the local administrative unit based on individual employee need.

(g) Whenever possible, employees should give 30 days' advance notice of plans to take sick leave for elective medical or surgical procedures or for childbirth.

(h) Military caregivers may choose to exhaust available sick and/or vacation/bonus leave, or any portion, or go on leave without pay to care for an injured family member.

(i) Employees may use vacation/bonus leave, or go on leave without pay for military exigencies subject to the terms and conditions of the employer's normal leave policy. Military exigencies do not qualify for the use of sick leave, unless medically necessary. (See Section 8.2.2 - for an explanation of Qualifying Exigency) (Only the NC General Assembly may give Bonus Leave)

4.1.3 Verification of Need for Sick Leave

The superintendent may require a statement from a medical doctor or other acceptable proof that the employee was unable to work due to personal illness, medical appointment, illness or death in the family, or adoption.

4.1.4 Accumulation and Use During Summer Employment

Any employee who earned sick leave during the regular school term will continue to earn sick leave during the summer if employed in the same school system at least 20 hours per week, even if employed in a temporary or interim position for the summer. The rate will be pro rata if the summer employment is less than full-time. The employee may use sick leave during the summer for the same reasons permitted during the regular term.

4.1.5 Limitations on Sick Leave

Sick leave may not be used while on leave without pay or on holidays and annual vacation leave days scheduled in the school calendar. An absence covered by workers' compensation is not considered to be a leave without pay.

Sick leave may be used on any workday or student day including the first day employees in permanent positions report to work.

An employee, who is not eligible to earn leave, cannot use previously accumulated leave.

4.1.6 Advancement of Sick Leave

An employee may have advanced to his or her credit at the beginning of each school year the number of days or hours of sick leave to which he or she is entitled for that school year. The

local superintendent shall assume full responsibility for the decision to advance sick leave to an employee.

4.1.7 Reinstatement Following Sick Leave

When the period of temporary disability does not exceed 30 working days, the employee shall be reinstated to his or her position at the termination of the period of temporary disability. When the period of temporary disability exceeds 30 working days, the local superintendent shall determine when the employee is to be reinstated based on a consideration of the welfare of the students and the need for continuity of instruction. See Section 8.2 of the Benefits and Employment Manual for additional information.

4.1.8 Sick Leave Upon Separation

(a) In the event an employee separates from service before earning sick leave which has been advanced, a deduction will be made from the final salary check for the total unearned sick leave used.

(b) Pay for unused sick leave is not permitted, except when an employee has been approved for long-term disability.

(c) Accumulated sick leave counts as creditable service towards retirement. One month of credit is allowed for each 20 days of unused sick leave upon retirement. One more month is allowed for any part of 20 days left over. Sick leave converted from excess annual vacation leave is also creditable.

(d) From the date an employee resigns or moves to a temporary position, the sick leave balance is retained for 60 or 63 months. (In order to have 63 months, the individual must have separated under a 10-month contract and returned to employment under a 10- month contract.) If the person is re-employed in a full-time or part-time permanent position or retires within this 60- or 63-month period, the sick leave balance is reinstated. After this point, the sick leave balance cannot be reinstated.

4.1.9 Transfer of Sick Leave

(a) **Between school systems:** Unused sick leave must be transferred between local school administrative units. Leave to be accepted by a school system must not result in leave being accrued at a greater rate than the rate set forth in Section 4.1.1 of this manual.

(b) **To and from other state agencies:** Sick leave may be transferred in whole or in part to and from a state agency, institution, community college, technical institute, or position covered by the State Personnel Act in county agencies of mental health, public health, social services or emergency management if the receiving agency is willing to accept the leave. Leave to be accepted by a school system must not result in leave being accrued at a greater rate than the rate set forth in Section 4.1.1 of this manual.

If the government agency refuses to accept sick leave earned by a school system employee, there is no lump-sum payout to the employee.

(c) **Charter Schools:** There is **no** provision for public school employees to transfer leave to or from charter schools. *

* NOTE: Upon Separation from employment with an LEA to work in a charter school, any vacation leave balance (up to 30 days) is paid by the LEA, and the sick leave balance is retained by the LEA for 60 months (63 months for 10-month employees). See Section 4.1.8.

4.1.10 Reinstatement of Accumulated Sick Leave

(a) **Within or between LEAs:** A former employee must be credited with all sick leave accumulated up to the time of separation from an LEA provided the employee is reinstated as a permanent employee within 60 or 63 calendar months from the date of separation. (In order to have 63 months, the individual must have separated under a 10- month contract and returned to employment under a 10-month contract.)

(b) **From other state agencies:** Sick leave may be reinstated from a state agency or institution, community college, technical institute or position covered by the State Personnel Act in county agencies of mental health, public health, social services or emergency management when an individual is employed within 60 calendar months of separation from one of these. Leave to be accepted by an LEA must result in leave being accrued at a greater rate than the rate at which the LEA employees earn leave.

4.1.11 Payout of Sick Leave

With one exception, payout of sick leave is not allowed. To qualify for the exception and be paid a lump sum for unused sick leave, the employee must:

- Be approved for long-term disability; and
- Be unable to apply the sick leave toward retirement.

Prior to receiving long-term disability benefits, if an employee is unable to apply the sick leave toward retirement, the employee approved for long-term disability must be paid in lump-sum for any accumulated, unused sick leave. Employers should contact the Teachers' and State Employees' Retirement System to determine whether the sick leave balance can be applied to retirement. Official notification from the Teachers' and State Employees' Retirement System is required to determine the amount of sick leave eligible for payout.

At retirement, unused sick leave is credited to retirement service as described in Section 4.1.8(c), but there is no payment.

4.1.12 Accounting and Reporting

The State Board of Education shall establish procedures necessary for reporting and accounting of sick leave.

Legal References

G.S. 115C-12(8)
G.S. 115C-12.2
G.S. 115C-336
G.S. 115C-302.1(j)
SL2009-144, H.B. 482
G.S. 135-4(e)
16 NCAC 6C.0402
Code of Federal Regulations, Title 29, Part 825, The Family and Medical Leave Act of 1993, as amended

4.2 – Extended Sick Leave

4.2.1 Eligibility and Rate of Earning

Extended sick leave is available to classroom teachers and media coordinators who require substitutes if they are absent due to their own personal illness or injury and have exhausted all accumulated paid leave (sick leave, annual vacation leave, and bonus leave). In order to be eligible, the employee must be in a permanent full- or part- time position. Those qualifying are allowed extended sick leave of up to 20 workdays throughout the regular (annual) term of employment.

4.2.2 Use of Extended Sick Leave

(a) In order for a newly hired employee to be eligible for extended sick leave, he or she must have reported to work.

(b) The local school system may request appropriate medical verification of the need for extended sick leave.

(c) Extended sick leave days do not have to be used consecutively.

(d) Unused extended sick leave days do not carry forward to succeeding school years.

(e) Extended sick leave is not available beyond the waiting period of Workers' Compensation or Short-Term Disability.

4.2.3 Deduction

Employees on extended sick leave receive full salary less the required substitute deduction. The deduction is mandatory whether or not a substitute is employed. The standard deduction is $50 per day.

Legal Reference(s)

G.S. 115C-12(8)
G.S. 115C-336
16 NCAC 6C.0402(I)
16 NCAC 6C.0101(3)
16 NCAC 6C.0101(9)

4.3 – Voluntary Shared Leave

4.3.1 Purpose

The purpose of voluntary shared leave is to provide economic relief for employees who are likely to suffer financial hardship because of a prolonged absence or frequent short-term absences caused by a serious medical condition.

4.3.2 Eligibility

Only full-time and part-time permanent employees who have exhausted all available accumulated paid leave (sick leave, annual vacation leave, and bonus leave, if applicable) are eligible to receive donated leave. An employee need not exhaust personal leave and the 20 days of extended sick leave to be eligible for voluntary shared leave. Only employees in permanent (leave earning) status can participate in the voluntary shared leave program.

An employee who is receiving benefits or is eligible to receive benefits from the Disability Income Plan is not eligible to receive donated leave. Voluntary shared leave may be used only during the required waiting period.

The superintendent shall approve or deny all requests for receipt of donated leave.

4.3.3 Application for Voluntary Shared Leave

An employee who, due to a serious medical condition of self or of his or her immediate family (see Section 1.1.12); faces prolonged or frequent absences from work may apply to the superintendent of the LEA for donated leave. Application may also be made by a third person acting on the employee's behalf, if the employee is unable to complete an application.

An employee may complete an application for shared leave at such time as medical evidence is available to support the need for leave beyond the employee's available accumulated leave.

The following items must be included in the application:

1. A doctor's statement, and
2. An authorization for release of medical information signed by the person who is suffering the medical condition (or parent or guardian of a minor). This release may also be signed by any legally authorized party.

4.3.4 Donation and Receipt of Leave

(a) What Immediate Family Members May Donate

An employee of a public-school system (Local Education Agency) may donate vacation/bonus or sick leave to an immediate family member, who is eligible to receive shared leave, in any public school, state agency, or community college. An eligible employee of a public-school system (LEA) may receive vacation/bonus and/or sick leave from an immediate family member in any public-school system, state agency, or community college. See definition of Immediate Family in Section 1.1.12.

Bonus leave may also be donated. (See Bonus Leave, Section 3.4.)

There is no provision for public school employees to donate leave to or receive leave from employees or family members in charter schools, or in county agencies of mental health, public health, social services or emergency management including those covered by the State Personnel Act.

Employees who donate sick leave shall be notified in writing of the State retirement credit consequences of donating sick leave.

Donors may not reduce their leave balance(s) below one-half of what can be earned in a year.

(b) What Non-Family Members May Donate

An LEA employee may donate the following leave to a non-family member:

1. An employee may donate vacation or bonus leave to an employee of the same or another LEA. (Sick leave can be donated under the provisions of 3 below.)

2. An employee may donate vacation or bonus leave to a coworker's immediate family who is an employee in a state agency or community college.

3. An employee of an LEA may donate sick leave to a nonfamily member in the same or another LEA under the following provisions:

    i. The donor shall not donate more than five days of sick leave per year to any one nonfamily member.

    ii. The combined total of sick leave donated to a recipient from a non-family member donors shall not exceed 20 days per year.

iii. Donated sick leave shall not be used for retirement purposes,

iv. Donors may not reduce their sick leave balances below one-half of what can be earned in a year.

v. Employees who donate sick leave shall be notified in writing of the State retirement credit consequences of donating sick leave.

There is no provision for public school employees to donate leave to or receive leave from employees in charter schools, or in county agencies of mental health, public health, social services or emergency management including those covered by the State Personnel Act.

(c) **Receiving Donated Leave**

Approved LEA employees may receive sick leave from both family members and non-family in LEAs. The combined total of sick leave received from nonfamily members shall not exceed 20 days per year. Local boards of education may adopt policies to define a year as (1) an academic year, (2) a fiscal year, or (3) a calendar year. Approved LEA employees may receive sick leave only from immediate family members (see Section 1.1.12) in community college institutions and state agencies. Donated sick leave shall not be used for retirement purposes.

Approved LEA employees may receive vacation/bonus leave from employees of their own or other LEAs and from immediate family and their coworkers in community college institutions and state agencies (see Section 1.1.12).

(d) All leave donations must be to a designated employee approved for receipt of donated leave and may not be made to a pool or bank.

(e) All donations must be in writing and must be signed by the donating employee. The employee receiving the leave must be named and the amount and type of leave donated must be specified.

(f) For the purposes of voluntary shared leave, all leave donated will be credited to the recipient's sick leave account.

(g) The minimum amount of leave donated must be one-half of a day.

(h) The donating employee may not receive compensation in any form for the donation of leave. Local boards shall adopt policies stating that acceptance of remuneration for donated leave will result in dismissal.

4.3.5 Length of Leave

(a) The superintendent of the LEA will determine the length of the leave. The leave granted may not exceed the maximum described below in (b). Under no circumstances may the use of voluntary shared leave exceed the employee's period of treatment and recovery.

(b) An employee may normally receive no more than 130 workdays of donated leave, either continuously or for the same condition on a recurring basis. After 130 workdays have been used, the superintendent may extend this limit on a month-to-month basis until the maximum number of working days occurring between the first day of use of donated leave and twelve months have been used. (This provision is only available for those that are not eligible for short term disability).

4.3.6 Earning Leave While Using Voluntary Shared Leave

Holidays occurring while the employee is using donated leave will be paid. Annual vacation and sick leave will continue to be earned by the employee while he or she is using donated leave. Available earned leave accrued during this period must be used by the employee prior to continued use of any voluntary shared leave.

4.3.7 Unused Leave

At the expiration of the period approved for voluntary shared leave as determined by the superintendent of the LEA, any unused donated leave must be returned on a pro rata basis to the donors.

Legal Reference(s)

G.S. 115C-12(8)
G.S. 115C-12.2
NCSL 2010-139, HB 213

4.4—Voluntary Sick Leave Bank

4.4.1 Establishing a Voluntary Sick Leave Bank

An LEA may establish a voluntary sick leave bank for its employees. Any employee of an LEA that establishes a voluntary sick leave bank may, but is not required to, participate in the voluntary sick leave bank.

4.4.2 Factors Used to Develop a Sick Leave Bank

The LEA shall develop and implement a plan for participation that shall include the factors listed in G.S. 115C-336(b) (i)-(vii) and the following:

(a) A uniform number of days to be contributed to the bank by participants,
(b) Provisions for legitimate use of days by participants,
(c) Means to protect against overdraft of total contributed days, and
(d) Safeguards to prevent abuse by participants.

4.4.3 Sick Leave Bank Committee

The LEA shall establish a sick leave bank committee to administer the sick leave bank, subject to the following requirements:

(a) The LEA shall assure that all local personnel are equitably represented on the committee.
(b) The LEA shall develop operational rules for the efficient and effective functioning of the bank.
(c) The LEA shall develop procedures for participants' use of days based upon requirements of the plan.
(d) The LEA shall specify the limits of the committee's authority.
(e) The committee shall notify all participating employees of the ways in which their participation will affect their state retirement account.

4.4.4 Required Operational Procedures

The LEA shall ensure that its operational procedures meet the following requirements:

(a) State funds for substitute teachers shall be used to pay for substitute teachers on days that teachers use sick leave from voluntary sick leave banks.

(b) The reporting to the division of School Business Services of the number of employees participating, itemized by job classification, the number of sick leave days withdrawn, the cost of the leave, and other data required for fiscal and programmatic accountability.

Legal Reference(s)

G.S. 115C-336 16 NCAC 6C.0402

4.5 – Disability Income Plan

4.5.1 Plan Administration

The Disability Income Plan of North Carolina is administered by the North Carolina Department of the State Treasurer and the Board of Trustees of the Teachers' and State Employees' Retirement System within the terms and conditions of the Plan as set forth in the North Carolina General Statutes.

For employees vested in the Teachers' and State Employees' Retirement System after July 1, 2003, definitions of disability and disabled have been revised. Employees and employers need to contact the Retirement System to determine whether situations meet the requirements for the Disability Income Plan.

The information in this section is provided as a brief overview of the Disability Income Plan and does not substitute for or in any way alter the detailed provisions of the Retirement System law.

4.5.2 Short-Term Disability Benefits

Employees with at least one year of contributing membership service with the Teachers' and State Employees' Retirement System earned within 36 calendar months preceding the disability are eligible for short-term disability benefits.

After a waiting period of 60 continuous calendar days from the onset of a disability, an eligible employee may receive a monthly short-term benefit equal to 50% of $1/12^{th}$ of his or her annual base rate of compensation plus 50% of $1/12^{th}$ of his or her annual longevity payment, if any, to a maximum of $3,000 per month.

A person in receipt of short-term disability benefits is covered under the Teachers' and State Employees' Comprehensive Major Medical Plan, with the State contributing the cost of employee-only coverage, provided the person had contributed to the Retirement System at least five years as a public school or state employee at the time of disability. A person in receipt of benefits who did not meet the five-year requirement at the time of disability may elect to continue coverage under the Major Medical Plan by paying the full premium required.

Short-term disability benefits may be extended for as many as 365 days beyond the original short-term period in cases where the Medical Board finds that the disability continues to be temporary and is likely to end during the extended period.

4.5.3 Long-Term Disability Benefits

Employees with at least five years of contributing membership service with the Teachers' and State Employees' Retirement System, earned within 96 calendar months prior to the end of the short-term disability period, are eligible for long-term disability benefits.

Long-term disability payments are payable after the conclusion of the short-term disability period. During the first 36 months of the long-term disability period, the monthly long-term benefit will equal 65% of $1/12^{th}$ of the employee's annual base rate of compensation that was last payable prior to the beginning of the short-term benefit period plus 65% of $1/12^{th}$ of the annual longevity payment, if any, to a maximum of $3,900 per month. After the first 36 months of the long-term disability period, the long-term benefit is reduced by an amount equal to the primary Social Security disability benefit to which the employee might be entitled had he or she been awarded Social Security disability benefits.

A person in receipt of long-term disability benefits is covered under the Teachers' and State Employees' Comprehensive Major Medical Plan, with the State contributing the cost of employee-only coverage.

An employee approved for long-term disability benefits must terminate employment as a permanent employee prior to receiving long-term disability benefits.

An employee approved for long-term disability benefits who has not exhausted accumulated sick leave must be paid a lump sum for any available sick leave, if the employee is unable to apply the sick leave toward retirement. See Section 4.1.11. (Note: This does not include extended sick leave, and this is the only time an employee may be paid in lump sum for unused sick leave.)

4.5.4 More Information

Detailed information on the Disability Income Plan is available in the booklet Your Retirement Benefits published by the State Retirement System (919) 733-4191).

Legal Reference(s)

G.S. 135-100 to G.S. 135-114
NCGA 2003, H.B. 397, Sections 30.20(k) and 30.20(l)

5.1 – Personal Leave

5.1.1 Eligibility and Rate of Earning

Personal leave is earned by classroom teachers and school media coordinators who require substitutes. In order to be eligible, the teacher must be in a permanent full- or part-time position. Personal leave is earned at the rate of .20 days for each full month of employment not to exceed two days per year. Part-time personnel earn a pro rata share of the rate for full-time teachers. Unused personal leave may be carried forward from one year to another and may be accumulated without limitation until June 30 th. On June 30, personal leave in excess of 5 days is converted to sick leave so that a maximum of 5 days of personal leave are carried forward to July 1st. Upon retirement, any personal leave may also be converted to sick leave.

Note: As used in this section the term "teacher" applies to classroom teachers and media coordinators who require substitutes. Teachers (as defined by G.S. 325.a (6)) who are restricted in their use of annual leave (i.e., when students are in school) shall accrue personal leave at the same rate as classroom teachers. Teachers who do not accrue personal leave shall not be restricted in their use of annual leave with prior approval.

5.1.2 Use of Personal Leave

(a) Personal leave may be used only upon the authorization of the immediate supervisor.

(b) A teacher shall not take personal leave on the first day the teacher is required to report for the school year, on a required teacher workday, on days scheduled for State testing, or on the day before or the day after a holiday or scheduled vacation day, unless the request is approved by the principal.

(c) A teacher who requests personal leave at least five days in advance shall be automatically granted the request subject to the availability of a substitute teacher. A teacher making the request cannot be required to provide a reason for the request if the request is made at least five days in advance.

(d) Personal leave may be used on any instructional day or workday except as noted in paragraph (b) above.

(e) Teachers using personal leave receive full salary less the required substitute deduction, except for teachers using personal leave on teacher workdays. Teachers using personal leave on teacher workdays shall receive full salary. Teachers may use up to their accrued amount of personal leave on teacher workdays in accordance with paragraphs a, b, c and d above.

(f) Teachers using personal leave on days other than those referenced in subsection (b) of this section shall receive full salary as long as the teacher provides a reason for the request. If the teacher does not provide a reason for the request, the teacher shall receive full salary less the full cost of hiring a substitute for the teacher. If no substitute is hired for a teacher, any substitute reduction shall be refunded to that teacher.

5.1.3 Limitations on Personal Leave

(a) Personal leave should be used with due and proper consideration given to the welfare of the students and teachers alike and shall not be advanced.

(b) Personal leave may not be used during summer employment.

(c) When a teacher is no longer eligible to earn personal leave, that teacher may not use previously accumulated personal leave.

(d) When a teacher resigns or separates from service, personal leave cannot be paid out in lump sum.

5.1.4 Personal Leave Increments

Personal leave must be used in one-half or whole day units.

5.1.5 Deduction

Teachers using personal leave receive full salary less the required substitute deduction with the following exceptions:

(a) Teachers using personal leave on teacher workdays shall receive full salary.

(b) Teachers may use up to their accrued amount of personal leave on teacher workdays in accordance with paragraphs 5.1.3 a, b, and c above.

5.1.6 Transfer of Personal Leave

Personal leave must be transferred between local administrative units.

5.1.7 Reinstatement of Personal Leave

A teacher must be credited with all personal leave accumulated up to the time of reassignment or separation provided that the teacher is reinstated as an eligible permanent full-time or part-time teacher within 60 calendar months from the date of separation or reassignment.

Legal Reference(s)

G.S. 115C-302.1(d)	S.L. 2007-378
16 NCAC 6C.0403	S.L. 2008-107
G.S. 115C-325(a) (6)	S.L. 2008-209

History Note: Until July 1, 2007, Personal Leave earning was capped at 5 days. When the teacher accumulated 5 days s/he stopped earning Personal Leave so the teacher would have a personal leave balance of 5 days on July 1, 2007. Effective July 1, 2007 teachers continued to accumulate Personal Leave beyond 5 days and the excess balance rolls to Sick Leave each June 30.

6.1 – Educational Leave

6.1.1 Eligibility

Only full-time and part-time permanent employees are eligible for educational leave. Local districts may have established policies that differ from district to district.

6.1.2 In-Service School Projects

Permanent public-school employees assigned by the local superintendent to participate in in-service school projects conducted by the school administrative unit retain full salary for such absences. Proper provisions must be made for the continuation of the employee's regular work either by the employment of a substitute or by making satisfactory arrangements within the school. Substitutes employed for absences under these conditions must be paid from the same funding source (local, federal, or state) as the employee's salary.

6.1.3 State-Sponsored Staff Development Activities

Permanent public-school employees attending staff development activities sponsored by the state and for which state funds have been budgeted for substitutes will retain full salary for such absences. Substitutes employed for these absences will be paid from the appropriate budgeted state funds.

6.1.4 North Carolina Center for Advancement of Teaching (NCCAT)

Employees may be allowed to attend NCCAT seminars with pay upon the approval of the local superintendent. Pay for substitutes must be provided by the Center.

6.1.5 Other Educational Leave

Local boards of education may grant educational leave to permanent public-school employees in accordance with local policies. State funds may not be used for this purpose.

Legal Reference(s)

NC Constitution, Article IX, Section 5
G.S. 115C-154(5)
G.S. 115C-47(20)
16 NCAC 6C.0404(5)
16 NCAC 6C.0405(3)

6.2 – Professional Leave

6.2.1 Eligibility

Only full-time and part-time permanent employees are eligible for professional leave.

6.2.2 Professional Leave with Deduction

Permanent certified public-school employees who have professional responsibilities or who need to attend meetings of professional associations may be absent with pay minus a salary deduction for substitute teachers. The deduction is mandatory whether a substitute is employed or not. Such absences may be approved by the local superintendent and may be allowed for a period not exceeding three successive days for in-state meetings and five successive days for out-of-state meetings. Absences for this purpose may not exceed ten days for the school year. The limitation shall not apply to a person who is a local or district president or president-elect, state or national officer of a professional education association, or a person selected as the National Teacher of the Year. The Office of the Deputy State Superintendent shall upon request determine the eligibility of the professional association.

6.2.3 Professional Leave Without Deduction

Permanent public school employees attending meetings or performing duties as a member of the State Board of Education, the State Textbook Commission, the Board of Governors of the Governor's Schools, or required attendance at a case manager's hearing shall receive full salary. Permanent public-school employees completing assignments for or serving on a commission or committee appointed by the Governor, the State Superintendent, the State Board of Education, or the General Assembly shall receive full salary. Substitutes for these persons will be paid from the same source of funds as the employee being replaced.

6.2.4 Officers of Professional Organizations

Upon the recommendation of the local superintendent, local boards of education may grant leave with pay for elected officers of professional organizations, provided the organization pays the full salary and all benefit costs for the employee on leave. During such leave with pay, the employee will earn sick, personal, and annual vacation leave and receive paid holidays. Employees will be eligible to use leave as they would when in active status with the school system.

Legal Reference(s)

NC Constitution, Article IX, Section 5
G.S. 115C-300
16 NCAC 6C.0404(5)
G.S. 115C-154(5)
G.S. 115C-325(h1)
16 NCAC 6C.0405(3)

7.1 – Community Responsibility

7.1.1 Community Responsibility

Upon approval of the supervisor, full-time or part-time public-school employees may be granted leave to represent the school or administrative unit at community functions such as the funeral of a school child or his parent. Employees absent for these reasons shall retain full salary during the days absent.

Proper provision shall be made for the continuation of the employee's regular work by making satisfactory arrangements within the system or by employment of a substitute. Substitutes employed for these absences shall not be paid from state funds.

Legal Reference(s)

16 NCAC 6C.0404

7.2 – Jury Duty

7.2.1 Jury Duty

Full-time or part-time public-school employees retain full salary when absent from work to serve on a jury. The employee is entitled to regular compensation in addition to payment for jury duty.

Substitutes employed for these absences shall be paid from the same source of funds as the employee's salary (local, federal, or state).

Legal References(s)

16 NCAC 6C.0404

7.3 – Court Attendance

7.3.1 Court Attendance

(a) **Attendance by duty or subpoena:** Full-time or part-time public-school employees retain full salary for absences from school due to court attendance related to their official duty. The employee also will receive full salary when subpoenaed, except as noted in section (b). Out-of-state subpoenas are not binding on North Carolina residents, unless that state and North Carolina have an interstate subpoena agreement.

Any fees except travel reimbursement received by a school employee serving in an official capacity as a witness shall be returned to the employing school administrative unit to be credited to the same fund from which the employee is paid.

Substitutes employed for these absences shall be paid from the same source of funds as the employee's salary (local, federal, or state).

(b) **Attendance for personal reasons:** Full-time or part-time public-school employees who are absent for appearance in court as plaintiffs, defendants, or witnesses for personal matters, even if subpoenaed, shall not be entitled to receive any salary payment for those days, unless they are using appropriate, approved earned leave. (NOTE: School personnel who are responding to subpoenas for civic responsibilities, such as a witness to a crime, are eligible for paid court attendance leave.)

Legal Reference(s)

16 NCAC 6C.0404

7.4 – Elected Officials

7.4.1 Elected Officials

Full-time or part-time public-school employees serving as elected government officials may, with their supervisor's approval, choose to use appropriate earned leave to attend to the responsibilities of their elected office.

7.4.2 Precinct Election Officials

Precinct Election Officials may not be discharged or demoted because of serving on Election Day or canvas day provided they have given proper notice (at least 30 days). Full-time or part-time public-school employees serving as precinct election officials may, with their supervisor's approval, choose to use appropriate earned leave in order to serve.

Legal Reference(s)

16 NCAC 6C.0404
G.S. 163-41.2

8.1 – Parental Leave

8.1.1 Paid Parental Leave for Public School Employees

This policy will become effective for qualifying events occurring on or after October 1, 2026.

8.1.2 Definitions

Child – a newborn biological child or a newly placed adopted, foster, or otherwise legally placed child under the age of 18, whose parent is an eligible employee.

Continuous leave - leave taken over a continuous period for the full amount of leave to which an eligible employee is entitled under this policy.

Eligible employee – a person employed to fill a permanent, probationary, or time-limited position in a public-school unit who meets the eligibility requirements set forth in Section 8.1.3 of this manual. "Eligible employee" shall not include temporary employees or independent contractors.

Intermittent leave - leave taken in separate periods for a single qualifying event that cumulatively equals the amount of leave to which an eligible employee is entitled under this policy. Intermittent leave may include periods of leave ranging from half of an employee's regularly scheduled workday to several consecutive workdays.

Parent – the legal guardian or custodian of a child through birth, adoption, foster care, or other legal placement.

Public School Unit (PSU) – a public-school unit that is supported by state funds. Public school units include local boards of education, public charter schools, laboratory schools, schools for the deaf and blind, and all alternative school environments under the direction of a PSU. This policy only applies to a charter school if the board of directors for the charter school has opted to provide for paid parental leave in accordance with G.S. 115C-218.90(a)(6). The board must notify the Office of Charter Schools of its intent to offer paid parental leave no later than October 1 of the fiscal year for which it intends the leave to be available.

Qualifying Event – when an eligible employee becomes a parent to a child.

8.1.3 Eligibility

A full-time eligible employee who becomes a parent to a child is entitled to 12 weeks of paid parental leave for bonding with the child.

A part-time eligible employee is entitled to paid parental leave after a qualifying event. Employees who work less than full-time hours will receive compensation for paid parental leave based on the percentage of the total wages for that job that reflects the actual time worked.

Temporary employees and independent contractors are not eligible for paid parental leave.

To be eligible for paid parental leave, the employee must, at the time of the qualifying event, have been in pay status with a North Carolina public school in a permanent, probationary, or time-limited appointment for at least 12 months without a break in service. The employee must have been in pay status for at least 1,040 (or the equivalent number of hours for a part-time employee) in the previous 12-month period to qualify for paid parental leave.

The employee may aggregate periods of employment with different employers offering paid parental leave under G.S. 126-8.6—including other public-school units or state agencies—to satisfy this requirement. Any period of employment by a charter school does not satisfy this requirement unless the governing board of the charter school has elected to provide paid parental leave in accordance with G.S. 115C-218.90(a)(6).

- Periods of worker's compensation or short-term disability in the 12 months preceding the qualifying event do not make the employee ineligible for the paid parental leave.
- Periods of leave without pay, as provided for in other sections of this manual, shall not constitute a break in service, provided the employee meets the 1,040-hour pay status requirement.
- For 10- or 11-month employees, the two months between the conclusion of one contract period and the commencement of the following contract period shall not constitute a break in service.
- For an employee who transitions from one employer providing paid parental leave to another employer providing paid parental leave, the time between the separation from the first employer to the date of hire for the second employer shall not constitute a break in service as long as the transition period does not exceed 31 days.
- Any period in which the employee was absent due to military service in the Armed Forces of the United States shall not constitute a break in service.

8.1.4 Documentation of Qualifying Event

Eligible employees must certify that they qualify for paid parental leave. PSUs may offer conditional approval of paid parental leave but require an employee to submit documentation of the birth or placement (if applicable) during the term of the leave. Official documentation may include, but is not limited to:

Qualifying Event	Acceptable Documentation
Adoption	• Adoption Order • Proof of Placement
Birth	• Birth Certificate or Report of Birth • Certified DNA results • Custody Order
Foster Placement	• Foster Care Placement Agreement • Custody Order • Proof of Placement
Other Legal Placement	• Custody Order

	• Proof of Placement

Documents provided must show the date of birth or placement if the placement date differs from the date of birth. The name of the legal parent(s) must appear on some legal document establishing the birth or placement.

Whenever possible, employees must submit a written request to notify their employing agency ten weeks in advance of their intention to use paid parental leave so that the PSU may secure appropriate coverage. It is the obligation of the PSU to exercise due diligence in securing appropriate coverage for an employee taking paid parental leave. PSUs should develop a local policy related to the proper notification of the intention to use paid parental leave.

8.1.5 Leave Usage

- Paid parental leave may be used only once for a qualifying event within a twelve-month period. Multiple births, adoptions, or other legal placements does not increase the total amount of paid parental leave granted for a qualifying event.
- Unused paid parental leave is forfeited 12 months from the date of the qualifying event.
- Paid parental leave shall result in compensation at 100 percent of the eligible employee's regular, straight-time pay (or the prorated equivalent for part-time employees).
- Paid parental leave shall not accrue or be donated to another employee.
- Paid parental leave shall not be counted against or deducted from the eligible employee's accrued leave balances.
- Employees shall not be paid for the leave provided by this section upon separation from the employer.
- The leave provided by this section shall not be used for calculating an employee's retirement benefits.
- Paid parental leave provided under this section shall be reported separately from all other paid leave. Employees and supervisors are responsible for accurately reporting the use of this leave on the employee's time record.
- Paid parental leave may be used at any time during the twelve months following the birth or placement of a child with the eligible employee. The leave may be taken on either a continuous or intermittent basis as requested by the employee.
- Paid parental leave shall run concurrently with the Family Medical Leave Act job-protection benefit provided the employer notifies the employee that the leave qualifies for FMLA leave in accordance with Section 8.2.10 of this manual. In addition, an employee shall be eligible for paid parental leave even if the employee has exhausted benefits available under the FMLA. The employee may use any authorized leave or leave without pay to cover any additional absence while on FMLA.
- An employee may use the paid parental leave in conjunction with other leave opportunities as provided in this manual (e.g., Section 4.1.2 (b)).
- A PSU shall not deny, delay, or require intermittent use of paid parental leave to an eligible employee without the employee's consent.
- If an eligible employee gives birth to a child and places the child up for adoption or into foster care, or otherwise places the child with another person to serve as the child's parent, the employee shall be entitled to up to four weeks of leave for physical and mental recuperation

from the time of the child's birth. In such cases, neither a birthing parent nor a non-birthing parent shall be entitled to additional leave for bonding with the child.

8.1.6 Provisions for Medical Exigencies

If a fetus dies prior to a completed birth, or if a child dies after a completed birth, the following provisions shall apply:

a. If the fetus dies before the conclusion of the 12th week of pregnancy, there is no qualifying event creating an entitlement to paid parental leave.

b. If the fetus dies after the conclusion of the 12th week of pregnancy but prior to a completed birth, an eligible employee who carried the child shall be entitled to up to four weeks of leave for physical and mental recuperation. Neither a birthing parent nor a non-birthing parent shall be entitled to additional leave for bonding with the child.

c. If a child dies after a completed birth, an otherwise eligible employee shall be entitled to the same amount of leave to which the employee would otherwise be entitled.

8.1.7 Unpaid Parental Leave for Public School Employees

All full-time permanent or part-time permanent employees may take a leave of absence without pay for up to one calendar year from the date of birth or adoption to care for a newborn child or a newly adopted child.

8.1.8 Leave

The employee may elect to use appropriate earned leave during the time of the leave (See Annual Vacation Leave - Section 3.3 and Sick Leave - Section 4.0). For the purposes of educational continuity, with the approval of the local board, the unpaid leave of absence may be extended for the remainder of the school year when the leave would otherwise end in the latter half of the school year.

Spouses who are both employed by the same school system are limited to a combined total of 12 months of parental leave during the year following the birth or adoption.

Whenever possible, an employee should give written advance notice of request for leave of absence. Local boards of education may establish procedures for giving such notice.

The local board may also determine when the leave will begin or end, based on a consideration of the welfare of the students and the employee and the need for continuity of service.

8.1.9 Effect on Career Status

Employees with career status approved for a leave of absence retain career status upon return from the authorized leave. A teacher in a full-time, permanent position who did not work for at least 120 workdays in a 215-day school year because the teacher was on sick leave, disability leave or both, that school year shall not be deemed to constitute:

(a) A consecutive year of service for the teacher, or
(b) A break in the continuity in consecutive years of service for the teacher.

Legal Reference(s)

G.S. 115C-325
16 NCAC 6C.0405

8.2 – Family Medical Leave Act of 1993 (FMLA)

8.2.1 Overview

The Family and Medical Leave Act of 1993 (FMLA) as amended, allows eligible employees to take 12 workweeks of unpaid, job-protected leave for their own serious medical condition or that of an immediate family member (parent, spouse or child). In addition, the FMLA allows eligible employees to take the same job-protected leave for the birth of a child or the placement of a child with the employee through adoption or foster care. Employers must maintain any employer-paid health benefits while the employee is on FMLA leave.

The summary in this section does not in any way alter the requirements of the Family and Medical Leave Act. If any part of this section is inconsistent with the Act, the Act takes precedence. School systems should not rely exclusively on this summary for administration of their legal responsibility under the FMLA. More information is available on the Internet at http://www.dol.gov/esa/whd/fmla/

8.2.2 Definitions

Term	Definition
Parent	A biological, adoptive, step or foster father or mother or an individual who stood in loco parentis (a person who is in the position or place of a parent) to an employee when the employee was a child.
Child	A son or daughter who is: • under 18 years of age, or • is 18 years of age or older and incapable of self-care because of a mental or physical disability and who is: • a biological child, • an adopted child, • a foster child (a child for whom the employee performs the duties of a parent as if it were the employee's child), • a stepchild (a child of the employee's spouse from a former marriage), • a legal ward (a minor child placed by the court under the care of a guardian), or • a child of an employee standing in loco parentis.
Spouse	A partner joined in a marriage recognized by the State of North Carolina.

Covered Service Member for Military Caregiver Leave	A covered service member is a member or veteran of any branch of the military who sustained a serious injury or illness while on active duty. The covered member who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is otherwise on the temporary disability retired list, must have received treatment for the injury or illness within the past 5 years.
Covered Service Member for Exigency Leave	An employee's spouse, son, daughter, or parent who is a member of any branch of the Armed Forces who was deployed or called to active duty in a foreign country.
Active Duty or Call to Active Duty for Exigency Leave	A call or order to active duty (or notice of an impending call) of any branch of the Armed Forces to be deployed or called to active duty in a foreign country.
Service member's Next of Kin	The nearest blood relative of the service member, other than spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave, in which case the designated individual shall be deemed to be the next of kin. (To confirm that the employee and service member share one of the familial relationships or to confirm that the employee has been specifically designated as the service member's next of kin, the LEA may request a statement from the service member outlining the familial relationship or indicating that the employee has been designated as the "next of kin.")

Serious Health Condition	An illness, injury, impairment, or physical or mental condition that involves: 1. inpatient care (i.e., an overnight stay) in a hospital, hospice or residential medical facility, including any period of incapacity (defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment for or recovery from), or any subsequent treatment in connection with such impairment; or 2. continuing treatment by a health care provider involving one or more ofthe following: a. a period of incapacity as defined above of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves: b. any period of incapacity due to pregnancy or for prenatal care, even when the employee or family member does not receive treatment from a health care provider during the absence and even if the absence does not last more than three days (prenatal examinations, severe morning sickness) c. any period of incapacity or treatment due to a "chronic serious health condition," even when the employee or family member does not receive treatment from a health care provider during the absence and even if the absence does not last more thanthree days, which is defined as one: • treatment two or more times (within 30 days of the beginning of the period of incapacity and the first visit must take place within seven days of the first day of incapacity) by a health care provider, by a nurse or physician's

Serious Health Condition	assistant under the direct supervision of a health care provider, or a provider of health care services (e.g., physical therapist) under orders of, or on referral by a health care provider, or • treatment on at least one occasion resulting in a regime of continuing treatment (the first visit must take place within seven days of the first day of incapacity) under the supervision of the health care provider (course of prescription medication, i.e., antibiotic, or therapy requiring special equipment to alleviate the health condition, i.e., oxygen) • requiring periodic visits (at least two visits per year) for treatment by a health care provider, or by a nurse or physician's assistant under the direct supervision of a health care provider, • continuing over an extended period of time (including recurring episodes of a single underlying condition), and • which may cause episodic rather than continuing period(s) of incapacity (e.g., asthma, diabetes, epilepsy, etc.) d. incapacity for a permanent or long-term condition for which treatment may not be effective (Alzheimer's, a severe stroke or terminal stages of a disease) e. multiple treatments for restorative surgery or incapacity for serious conditions that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment (chemotherapy, radiation, dialysis, etc.)

Serious Health Condition	f. in case of a member of the Uniformed Services, "serious injury or illness" means an injury or illness incurred by the member in line of duty on active duty in the Uniformed Services or of an existing or pre-existing injury that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating.

Advisory Note: Treatment includes, but is not limited to, examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. Ordinarily, unless complications arise, the following are examples of conditions that do not meet the definition: common cold, flu, earaches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, cosmetic treatments, etc.
The following may meet the definition if all other conditions of this section are met: restorative dental or plastic surgery after an injury or removal of cancerous growths, mental illness resulting from stress or allergies, treatment from substance abuse.

Outpatient Status of Covered Service Member	"Outpatient status," with respect to a covered service member, means the status of a member of the Uniformed Services assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of the Uniformed Services receiving medical care as outpatients.
Qualifying Exigency	The reasons for which an employee may take leave because of a qualifying exigency are divided into seven general categories. (1) Short-notice deployment, (2) Military events and related activities, (3) Childcare and school activities, (4) Financial and legal arrangements, (5) Counseling, (6) Rest and recuperation, (7) Post-deployment activities and (8) Additional activities. **For an expanded definition of these reasons, see the paragraph at the end of the definitions.**

Heath Care Provider	A Doctor of medicine or osteopathy who is authorized to practice medicine or surgery in the State of North Carolina, or any other person determined by statute, credential or licensure to be capable of providing health care services which include: • Physician assistants • Podiatrists • Dentists • Clinical psychologists • Clinical social workers • Optometrists • Nurse practitioners • Nurse midwives • Chiropractors • Health care providers from whom state approved group and HMO health plans will accept certification of a serious health condition to substantiate a claim for benefits • Foreign health care providers in above stated areas who are authorized to practice in that country and who are performing within the scope of the laws • Christian Science practitioners listed with First Church of Christian Scientists in Boston, MA. (Note: In this situation, the employee cannot object to an LEA requirement to obtain a second or third certification other than a Christian Science practitioner.)
Workweek	The number of hours an employee is regularly scheduled to work each week, including holidays
Reduced Work Schedule	A work schedule involving less hours than an employee is regularly scheduled to work
Intermittent Work Schedule	A work schedule in which an employee works on an irregular basis and is taking leave in separate blocks of time, rather than for one continuous period of time, usually to accommodate some form of regularly scheduled medical treatment.

12-Month Period	(a) For Military Caregiver Leave, the 12-month period measured forward from the dateany employee's family and medical leave begins. (b) For other FMLA leave, see Section 8.2.4)

Qualifying Exigency Explanation

When an absence is necessary because a member of any branch of the Armed forces was deployed or called to active duty in a foreign country the following is a list of reasons for which an employee may take leave because of a qualifying exigency.

(1) Short-notice deployment – leave to address any issue that arises from the fact that the employee is notified of an impending call or order to active duty seven or less calendar days prior to the date of deployment. This leave can be used for a period of seven calendar days beginning on the date the employee is notified.

(2) Military events and related activities – leave to attend any official ceremony, program or event sponsored by the military and to attend family support and assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of the employee.

(3) Childcare and school activities – leave to arrange alternative childcare when the active duty or call to active duty status necessitates a change in the existing childcare arrangement, to provide childcare on an urgent, immediate need basis when the need arises from the active duty or call to active duty, to enroll the child in or transfer the child to a new school or day care facility when necessitated by the active duty or call to active duty, and to attend meetings with staff at a school or a day care facility when such meeting are necessary due to circumstances arising from the active duty or call to active duty status.

(4) Financial and legal arrangements – leave to make or update financial or legal arrangements to address the employee's absence such as preparing and executing financial and healthcare powers of attorney, transferring bank account signature authority, enrolling in DEERS, obtaining military identification cards, or preparing or updating a will or living trust.

(5) Counseling – leave to attend counseling provided by someone other than a healthcare provider for oneself, for the covered military member, or for the child provided that the need for counseling arises from the active duty or call to active duty status of a covered military member.

(6) Rest and recuperation – leave to spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to five days of leave for each instance of rest and recuperation.

(7) Post-deployment activities – leave to attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of 90 days following the termination of the employee's active duty and to address issues that arise from the death of a covered military member while on active duty status, such as meeting and recovering the body of the military member and making funeral arrangements, and
(8) Additional activities where the LEA and employee agree to the leave – leave to address other events which arise out of the covered military member's active duty or call to active duty status provided the LEA and employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

8.2.3 Covered Employees and Eligibility

An employee's eligibility for family and medical leave shall be made based on the employee's months of service and hours of work as of the date leave is to commence.

An employee is eligible if:

Full Time (at least 30 hours per week or the number of hours established as full-time for the class of work) • Permanent Status • Interim Status (if more than 6 months) or Part Time (at least 20 hours per week) • Permanent Status • Interim Status (if more than 6 months)	• Has been employed for at least 12 months (need not be consecutive) • Has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave
Full Time (at least 30 hours per week or the number of hours established as full-time for the class of work) • Temporary* (less than 6 months of employment) Part Time (less than 20 hours per week) • Temporary* **Note: *This leave is without pay.**	• Has been employed for at least 12 months (need not be consecutive) • Has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave

(1) Employment periods prior to a break in service of seven years or more need not be counted in determining whether the employee has been employed by the LEA for at least 12 months.
(2)Time spent in the National Guard or reserves count as time worked to determine eligibility for Family Medical Leave (FML)

8.2.4 Determining the 12-Month Leave Period

The employer may choose any one of the following methods for determining the 12-month period in which the 12 weeks of leave entitlement occur. The alternative chosen must be applied consistently and uniformly to all employees.

(a) The calendar year.
(b) Any fixed 12-month year such as a fiscal year or a year starting on an employee's anniversary date.
(c) The 12-month period measured forward from the date an employee's first FMLA leave begins.
(d) A rolling 12-month period measured backward from the date an employee uses any FMLA leave.

Districts shall communicate their method of determining the 12-month leave period to its employees.

8.2.5 Amount of Leave and Qualifying Reasons for Leave

(1) An eligible employee is entitled to a total of 12 workweeks, paid or unpaid, leave during any 12-month period: An employee's ability to substitute accrued paid leave is determined by the terms and conditions of the employer's normal leave policy.

Advisory Note: Spouses who are eligible for FMLA leave and are employed by the same employer are limited to a combined total of 12 weeks during any 12-month period with the exception of leave needed to care for a child with a serious health condition. In this case, spouses may each take 12 weeks of FMLA leave if needed to care for their newborn child with a serious health condition, even if both are employed by the same employer, provided they have not exhausted their entitlements during the applicable 12-month FMLA leave period.

(a) for the birth of a child and to care for the newborn child after birth, provided the leave is taken within a 12-month period following birth, or

Note: An expectant mother may also take FMLA leave before the birth of the child for prenatal care or if her condition makes her unable to work, or requires a reduced work schedule.

(b) for the placement of or to care for a child placed with the employee for adoption or foster care, provided the leave is taken within a 12-month period following placement, or

Note: FMLA leave must also be granted before the actual placement or adoption of a child if an absence from work is required for the placement for adoption or foster care to proceed.

(c) for the employee to care for the employee's child, spouse, or parent, where that child, spouse, or parent has a serious health condition, or
(d) because the employee has a serious health condition that prevents the employee from performing one or more essential functions of the position, or
(e) because of any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in a foreign country.

(2) Military Caregiver Leave (Covered Service Member Leave) – An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of up to 26 workweeks of leave during a single 12-month period (commencing on the on the date the employee first takes leave) to care for a covered service member who has a serious injury or illness incurred in the line of duty while on active duty for which he or she is undergoing medical treatment, recuperation or therapy; or otherwise in outpatient status; or on the temporary disability retired list. Qualifying events are serious illnesses and injuries, incurred in the line of duty, for which the service member has received treatment within the past 5 years.

If an eligible employee does not take all of his or her 26 work weeks of leave entitlement to care for a covered service member during this "single 12-month period," the remaining part of his or her 26 workweeks of leave entitlement to care the covered service member is forfeited. The 26-workweek entitlement is to be applied as a per-covered service member, per-injury basis such that an eligible employee may be entitled to take more than one period of 26 workweeks of leave if the leave is to care for different covered service members or to care for the same service member with a subsequent serious injury or illness.

During the single 12-month period, an eligible employee shall be entitled to a combined total of 26 workweeks of leave under (1) and (2) above.

8.2.6 Determining the 12 or 26 weeks of leave

Paid or Unpaid Leave - All approved periods of paid leave and periods of leave without pay (including leave without pay while drawing short-term disability benefits) count towards the 12 (or 26, as appropriate) workweeks to which the employee is entitled. This includes leave taken under the Voluntary Shared Leave Policy. An employee's ability to substitute accrued paid leave is determined by the terms and conditions of the employer's normal leave policy.

Holidays occurring during a FMLA period of a full week count toward the FMLA leave entitlement. Holidays occurring during a partial week of FMLA leave does not count against the FMLA leave entitlement, unless the employee was otherwise scheduled and expected to work during the holiday.

If the LEA closes for one or more weeks, the days that the LEA is closed do not count against the employees' FMLA leave entitlement (e.g. a school closing two weeks for the Christmas holidays, spring break or summer vacation).

Workers' Compensation Leave - If an employee is out on workers' compensation leave drawing temporary total disability, the time away from work is considered as a part of the FMLA entitlement.

Breaks – Weeks when other employees in the job classification do not work are not counted against the FMLA leave entitlement

Compensatory Time – Compensatory time can be used during the FMLA leave entitlement. When used, it runs concurrent with FMLA leave. (See Sections 3.1, 4.1, 5.1).

8.2.7 Intermittent Leave or Reduced Work Schedule

Leave may be taken intermittently or on a reduced schedule for the following:

(1) When medically necessary, to care for the employee's child, spouse, or parent who has a serious health condition, or because the employee has a serious health condition. (This would also apply to next of kin to care for a service member.)

(2) Because of any qualifying exigency arising out of the fact that the spouse, son daughter, or parent is on active duty or has been notified of an impending call or order to active duty.

(3) When leave is taken after childbirth or for adoption/foster care, the employee may take leave intermittently or on a reduced schedule only if the LEA agrees.

There is no minimum limitation on the amount of leave taken intermittently; however, the LEA may not require leave to be taken in increments of more than one hour.

If leave is foreseeable, based on planned medical treatment, the LEA may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave.

Only the time actually taken as leave may be counted toward the leave entitlement.

Example: An employee normally works 40 hours each week. The employee is on a reduced work schedule of 20 hours per week. The FMLA leave may continue for up to 24 calendar weeks.

Procedure: If an employee works a reduced or intermittent work schedule and does not use paid leave to make up the difference between the normal work

schedule and the new temporary schedule to bring the number of hours worked up to the regular schedule, the LEA must submit a personnel action form showing a change in the number of hours the employee is scheduled to work. This will result in an employee earning pay and leave at a reduced rate. The LEA remains responsible for paying the employee's medical premium.

8.2.8 Limitations on Taking Leave Near the End of an Academic Term

(1) An instructional employee begins leave more than five weeks before the end of a term. The employer may require the employee to continue taking leave until the end of the term if (i) the leave will last at least three weeks, and (ii) the employee would return to work during the three-week period before the end of the term.

(2) The employee begins leave during the five-week period before the end of a term because of the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition; or to care for a covered service member. The employer may require the employee to continue taking leave until the end of the term if (i) the leave will last more than two weeks, and (ii) to employee would return to work during the two-week period before the end of the term.

(3) The employee begins leave during the three-week period before the end of a term because of the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition; or to care for a covered service ember. The employer may require the employee to continue taking leave until the end of the term if the leave will last more than five working days.

For purposes of these provisions, academic term'' means the school semester, which typically ends near the end of the calendar year and the end of spring each school year. In no case may a school have more than two academic terms or semesters each year for purposes of FMLA. An example of leave falling within these provisions would be where an employee plans two weeks of leave to care for a family member which will begin three weeks before the end of the term. In that situation, the employer could require the employee to stay out on leave until the end of the term.

LEA RESPONSIBILITIES

8.2.9 Notification of FMLA Provisions

Each LEA is required to post and keep posted in conspicuous places a notice explaining the Act's provisions and providing information concerning the procedures for filing complaints of violations of the Act with the Wage and Hour Division. The notice must be posted prominently where it can be readily seen by employees and applicants for employment.

In addition to posting the FMLA provisions, handbooks and other written materials must include the general notice information. Where such materials do not exist, the LEA must provide the general notice to new employees upon being hired, rather than requiring that it be distributed to all employees annually.

Agencies are permitted to distribute the handbook or general notice to new employees through electronic means so long as all of the information is accessible to all employees, that it is made available to employees not literate in English (if required), and that the information provided includes, at a minimum, all of the information contained in the general notice.

Note: LEAs may duplicate and provide the employee a copy of the FMLA Fact Sheet available from the Wage and Hour Division.
http://www.blr.com/samples/31500900/newsletter%20sample.pdf

8.2.10 Notice of Eligibility

When an employee requests FMLA leave, or when the LEA knows that an employee's leave may be for an FMLA-qualifying reason, the employee must be notified of the employee's eligibility to take FMLA leave within five business days, absent extenuating circumstances. Employee eligibility is determined (and notice must be provided) at the commencement of the first instance of leave for each FMLA-qualifying reason in the applicable 12-month period. All FMLA absences for the same qualifying reason are considered a single leave if the reason for the leave does not change during the applicable 12-month period.

If the employee is not eligible for FMLA leave, the notice must state at least one reason why the employee is not eligible. Notification of eligibility may be oral or in writing.

If, at the time an employee provides notice of a subsequent need for FMLA leave during the applicable 12-month period due to a different FMLA-qualifying reason, and the employee's eligibility status has not changed, no additional eligibility notice is required. If, however, the employee's eligibility status has changed the LEA must notify the employee of the change in eligibility status within five business days, absent extenuating circumstances.

The LEA shall provide written notice detailing the specific expectations and obligations of the employee and explaining any consequences of a failure to meet these obligations. This notice shall be provided to the employee each time the eligibility notice is provided. If leave has already begun, the notice should be mailed to the employee’s address of record.

Such specific notice must include, as appropriate:

- That the leave may be designated and counted against the employee's annual FMLA leave entitlement;

- Requirements for the employee to furnish certifications;
- The employee's right to substitute paid leave;
- An employee's ability to substitute accrued paid leave is determined by the terms and conditions of the employer's normal leave policy.
- Requirement for the employee to make any premium payments to maintain health benefits and the arrangements for making such payments;
- The employee's status as a "key employee" if applicable and the potential consequence that restoration may be denied following FMLA leave, explaining the conditions required for such denial;
- The employee's rights to maintenance of benefits during the FMLA leave and restoration to the same or an equivalent job upon return from FMLA leave; and
- The employee's potential liability for payment of health insurance premiums paid by the LEA during the employee's unpaid FMLA leave if the employee fails to return to work after taking FMLA leave.

8.2.11 Designation of Leave as FMLA Leave

It is the responsibility of the LEA to:
- determine that leave requested is for a FMLA qualifying reason, and
- designate leave, whether paid or unpaid, as FMLA leave even when an employee would rather not use any of the FMLA entitlement an employee's ability to substitute accrued paid leave is determined by the terms and conditions of the employer's normal leave policy.

The LEA must give notice of the designation to the employee within five business days absent extenuating circumstances. The notice may be oral or in writing but must be confirmed in writing no later than the following payday.

If the LEA determines that the leave will not be designated as FMLA-qualifying (e.g., if the leave is not for a reason covered by FMLA or the FMLA leave entitlement has been exhausted), the LEA must notify the employee of that determination.

For military caregiver leave that also qualifies as leave taken to care for a family member with a serious health condition, the LEA must designate such leave as military caregiver leave first. The leave cannot be counted against both an employee's entitlement of 26 workweeks of military caregiver leave and 12 workweeks of leave for other qualifying reasons.

The key in designating FMLA leave is the qualifying reason(s), not the employee's election or reluctance to use FMLA leave or to use all, some or none of the accrued leave. The LEA's designation must be based on information obtained from the employee or an employee's representative (e.g., spouse, parent, physician, etc.).

If the LEA will require the employee to present a fitness-for-duty certification to be restored to employment, the LEA must provide notice of such requirement with the designation notice. If the LEA will require that the fitness-for-duty certification

address the employee's ability to perform the essential functions of the employee's position, the LEA must so indicate in the designation notice, and must include a list of the essential functions of the employee's position.

The LEA must notify the employee of the amount of leave counted against the employee's FMLA leave entitlement.

The LEA may retroactively designate leave as FMLA leave with appropriate notice to the employee provided that the LEA's failure to timely designate leave does not cause harm or injury to the employee. In all cases where leave would qualify for FMLA protections, the LEA and employee can mutually agree that leave be retroactively designated as FMLA leave.

8.2.12 Designation of Paid Leave as FMLA Leave

When an employee is on paid leave but has not given notice of the need for FMLA leave, the LEA shall, after a period of 10 workdays, request that the employee provide sufficient information to establish whether the leave is for a FMLA-qualifying reason. This does not preclude the LEA from requesting the information sooner, or at any time an extension is requested.

If an absence which begins as other than FMLA leave later develops into an FMLA qualifying absence, the entire portion of the leave period that qualifies under FMLA may be counted as FMLA leave.

8.2.13 Designation of FMLA Leave After Returning to Work

The LEA may not designate leave that has already been taken as FMLA leave after the employee returns to work, with two exceptions:

- if an employee is out for a reason that qualifies for FMLA leave and the LEA does not learn of the reason for the leave until the employee returns to work, the LEA may designate the leave as FMLA leave within two business days of the employee's return; or
- if the LEA has provisionally designated the leave under FMLA leave and is awaiting receipt from the employee of documentation. Similarly, the employee is not entitled to the protection of the FMLA if the employee gives notice of the reason for the leave later than two days after returning to work.

EMPLOYEE RESPONSIBILITIES

8.2.14 Notice

The employee shall give notice to the supervisor of the intention to take leave under this policy unless the leave is a medical emergency. The notice must follow the LEA's usual and customary call-in procedures for reporting an absence. The employee must explain the reasons for the needed leave in order to allow the LEA to determine that the leave qualifies under the Act.

If the reason for leave is foreseeable and is:	**the employee shall:**
For Birth/Adoption/Foster Care	Give the LEA not less than a 30-day notice, in writing. If the date of the birth or adoption requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable, which means within one or two business days of when the need for leave becomes known to the employee.
For Planned Medical Treatment	(1) Make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations and (2) Give not less than a 30-day notice. If the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.
Due to Active Duty of Family Member	Provide such notice as is reasonable and practicable.

If the employee will not return to work after the period of leave, the LEA shall be notified in writing. Failure to report at the expiration of the leave, unless an extension has been requested, may be considered as a resignation.

CERTIFICATION REQUIREMENTS FOR FAMILY AND MEDICAL LEAVE

8.2.15 Certification

The employee shall provide certification in accordance with the provisions listed below. If the employee does not provide medical certification, any leave taken is not protected by FMLA.

The LEA should request medical certification within five business days after the employee provides notice of the need for FMLA leave.

The employee shall provide a copy of the health care provider's certification within the time frame requested by the LEA (which must be at least 15 calendar days) unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

8.2.16 Certification Requirements

Certification shall be sufficient if it states the following:
(1) The date on which the serious health condition commenced;

(2) The probable duration of the condition;
(3) The appropriate medical facts within the knowledge of the health care provider regarding the condition;
(4) When caring for a child, spouse or parent, a statement that the employee is needed and an estimate of the amount of time that such employee is needed;
(5) When for the employee's illness, a statement that the employee is unable to perform the functions of the position;
(6) When for intermittent leave, or leave on a reduced work schedule, for planned medical treatment, the dates on which treatment is expected and the duration;
(7) When for intermittent leave, or leave on a reduced work schedule for the employee's illness, a statement of the medical necessity for the arrangement and the expected duration;
(8) When for intermittent leave, or leave on a reduced work schedule, to care for a child, parent or spouse, a statement that the arrangement is necessary or will assist in their recovery and the expected duration.

Note: Medical Certification Form - Form WH-380, developed by the Department of Labor as an optional form for use in obtaining medical certification, including second and third opinions, may be used. Another form containing the same basic information may be used; however, no information in addition to that requested on Form WH-380 may be required.

8.2.17 Validity of Certification

If an employee submits a complete certification signed by the health care provider, the LEA may not request additional information; however, a health care provider, human resource professional, a leave administrator, or a management official representing the LEA may contact the employee's health care provider, with the employee's permission, for purposes of clarification and authenticity of the medical certification. In no case, may the employee's direct supervisor contact the employee's health care provider.

If an LEA deems a medical certification to be incomplete or insufficient, the LEA must specify in writing what information is lacking and give the employee seven calendar days to cure the deficiency.

Second Opinion - An LEA that has reason to doubt the validity of a medical certification may require the employee to obtain a second opinion with the following conditions:

- The LEA bears the expenses, including reasonable "out of pocket" travel expenses.
- The LEA may not require the employee or family member to travel outside normal commuting distance except in very unusual circumstance.
- Pending receipt of the second (or third) opinion, the employee is provisionally entitled to FLMA leave.

- If the certifications do not ultimately establish the employee's entitlement to FMLA leave, the leave shall not be designated as FMLA leave.
- The LEA is permitted to designate the health care provider to furnish the second opinion, but the selected health care provider may not be employed on a regular basis by the LEA unless the LEA is located in an area where access to healthcare is extremely limited.

Third Opinion - If the opinion of the employee's and the LEA's designated health care providers differ, the LEA may require the employee to obtain certification from a third health care provider, again at the LEA's expense. This third opinion shall be final and binding. The third health care provider must be designated or approved jointly by the LEA and the employee.

The LEA is required to provide the employee, within two business days, with a copy of the second and third medical opinions, where applicable, upon request by the employee.

8.2.18 Recertification of Medical Conditions

An LEA may request recertification no more often than every 30 days unless:

- an extension is requested,
- circumstances described by the previous certification have changed significantly, or
- the LEA receives information that casts doubt upon the employee's stated reason for the absence.

If the minimum duration specified on a certification is more than 30 days, the LEA may not request recertification until that minimum duration has passed unless one of the conditions above is met.

When the duration of a condition is described as "lifetime" or "unknown," the LEA may request recertification of an ongoing condition every six months in conjunction with an absence.

The employee must provide the requested recertification to the LEA within the time frame requested by the LEA (which must allow at least 15 calendar days after the LEA's request), unless it is not practicable under the particular circumstances.

Any recertification requested by the LEA shall be at the employee's expense unless the LEA provides otherwise. No second or third opinion on recertification may be required.

CERTIFICATION REQUIREMENTS FOR MILITARY CAREGIVER LEAVE

8.2.19 Certification for Military CaregiverLeave

Required information from the health care provider:
When leave is taken to care for a covered service member with a serious injury or illness, an LEA may require an employee to obtain a certification completed by an authorized health care provider of the covered service member. If the authorized health care provider is unable to make certain military-related determinations outlined below, the authorized health care provider may rely on determinations from an authorized DOD representative (such as a DOD recovery care coordinator). An LEA may request that the health care provider provide the following information:

(1) The name, address, and appropriate contact information (telephone number, fax number, and/or email address) of the health care provider, the type of medical practice, the medical specialty
(2) Whether the covered service member's injury or illness was incurred in the line of duty on active duty;
(3) The approximate date on which the serious injury or illness commenced, and its probable duration;
(4) Information sufficient to establish that the covered service member is in need of care and whether the covered service member will need care for a single continuous period of time, including any time for treatment and recovery, and an estimate as to the beginning and ending dates for this period of time;
(5) If employee requests leave on an intermittent or reduced schedule basis for planned medical treatment appointments for the covered service member, whether there is a medical necessity for the covered service member to have such periodic care and an estimate of the treatment schedule of such appointments;
(6) If an employee requests leave on an intermittent or reduced schedule basis to care for a covered service member other than for planned medical treatment (e.g., episodic flare-ups of a medical condition), whether there is a medical necessity for the covered service member to have such periodic care, which can include assisting in the covered service member's recovery, and an estimate of the frequency and duration of the periodic care.

Required information from employee and/or covered service members:
In addition, the LEA may also request that such certification set forth the following information provided by an employee and/or covered service member:
(1) The name and address of the LEA of the employee requesting leave to care for a covered service member, the name of the employee requesting such leave, and the name of the covered service member for whom the employee is requesting leave to care;
(2) The relationship of the employee to the covered service member for whom the employee is requesting leave to care;
(3) Whether the covered service member is a current member of the Armed Forces, the National Guard or Reserves, and the covered service member's military branch, rank, and current unit assignment;

(4) Whether the covered service member is assigned to a military medical facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care outpatients (such as a medical hold or warrior transition unit), and the name of the medical treatment facility or unit;
(5) Whether the covered service member is on the temporary disability retired list;
(6) A description of the care to be provided to the covered service member and an estimate of the leave needed to provide the care.

The Department of Labor has developed an optional form (WH-385) for employees' use in obtaining certification that meets FMLA's certification requirements. This optional form reflects certification requirements so as to permit the employee to furnish appropriate information to support his or her request for leave to care for a covered service member with a serious injury or illness. WH-385, or another form containing the same basic information, may be used by the LEA; however, no information may be required beyond that specified in this section. In all instances the information on the certification must relate only to the serious injury or illness for which the current need for leave exists. An LEA may seek authentication and/or clarification of the certification. However, second and third opinions are not permitted for leave to care for a covered service member. Additionally, recertifications are not permitted for leave to care for a covered service member.

CERTIFICATION REQUIREMENTS FOR QUALIFYING EXIGENCIES LEAVE

8.2.20 <u>Certification for Leave for QualifyingExigencies</u>

The LEA may require an employee to provide a copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military member is on active duty (or has been notified of an impending call or order to active duty) in a foreign country, and the dates of the covered military member's active duty service.

An LEA may require that leave for any qualifying exigency be supported by a certification from the employee that sets forth the following information:

(1) A statement or description, signed by the employee, of appropriate facts regarding the qualifying exigency for which FMLA leave is requested. The facts must be sufficient to support the need for leave. Such facts should include information on the type of qualifying exigency for which leave is requested and any available written documentation which supports the request for leave; such documentation, for example, may include a copy of a meeting announcement for informational briefings sponsored by the military, a document confirming an appointment with a counselor or school official, or a copy of a bill for services for the handling of legal or financial affairs;
(2) The approximate date on which the qualifying exigency commenced or will commence;
(3) If an employee requests leave because of a qualifying exigency for a single, continuous period of time, the beginning and end dates for such absence;

(4) If an employee requests leave because of a qualifying exigency on an intermittent or reduced schedule basis, an estimate of the frequency and duration of the qualifying exigency; and
(5) If the qualifying exigency involves meeting with a third party, appropriate contact information for the individual or entity with whom the employee is meeting (such as the name, title, organization, address, telephone number, fax number, and e-mail address) and a brief description of the purpose of the meeting.

DOL has developed an optional form (Form WH-384) for employees' use in obtaining a certification that meets FMLA's certification requirements. This optional form reflects certification requirements so as to permit the employee to furnish appropriate information to support his or her request for leave because of a qualifying exigency. Form WH-384, or another form containing the same basic information, may be used by the LEA; however, no information may be required beyond that specified in this Policy.

Verification: If an employee submits a complete and sufficient certification to support his or her request for leave because of a qualifying exigency, the LEA may not request additional information from the employee. However, if the qualifying exigency involves meeting with a third party, the LEA may contact the individual or entity with whom the employee is meeting for purposes of verifying a meeting or appointment schedule and the nature of the meeting between the employee and the specified individual or entity. The employee's permission is not required in order to verify meetings or appointments with third parties, but no additional information may be requested by the LEA. An LEA also may contact an appropriate unit of the Department of Defense to request verification that a covered military member is on active duty or call to active duty status; no additional information may be requested and the employee's permission is not required.

8.2.21 Intent to Return to Work

An LEA may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work. The LEA's policy regarding such reports may not be discriminatory and must take into account all of the relevant facts and circumstances related to the individual employee's leave situation.

If an employee gives unequivocal notice of intent not to return to work, the LEA's obligations under FMLA to maintain health benefits (subject to COBRA requirements) and to restore the employee cease. However, these obligations continue if an employee indicates he or she may be unable to return to work but expresses a continuing desire to do so.

It may be necessary for an employee to take more leave than originally anticipated. Conversely, an employee may discover after beginning leave that the circumstances have changed and the amount of leave originally anticipated is no longer necessary.

An employee may not be required to take more FMLA leave than necessary to resolve the circumstance that precipitated the need for leave. In both of these situations, the LEA may require that the employee provide the LEA reasonable notice (i.e., within two business days) of the changed circumstances where foreseeable. The LEA may also obtain information on such changed circumstances through requested status reports.

8.2.22 Fitness-For-Duty Certifications

Agencies may enforce uniformly-applied policies or practices that require all similarly-situated employees who take leave to provide a certification that they are able to resume work. An LEA may require that the certification specifically address the employee's ability to perform the essential functions of the employee's job. Where reasonable job safety concerns exist, an LEA may require a fitness-for-duty certification before an employee may return to work when the employee takes intermittent leave.

EMPLOYMENT AND BENEFITS PROTECTION

8.2.23 Reinstatement

The employee shall be reinstated to the same position held when the leave began or one of like pay grade, pay, benefits, and other conditions of employment. The LEA may require the employee to report at reasonable intervals to the LEA on the employee's status and intention to return to work. The LEA may require that the employee provide certification that the employee is able to return to work.

Reinstatement is not required if an employee is reduced in force during the course of taking FMLA leave. The LEA has the burden of proving that the reduction would have occurred had the employee not been on FMLA leave.

8.2.24 Benefits

The employee shall be reinstated without loss of benefits accrued when the leave began. All benefits accrue during any period of paid leave; however, no benefits will be accrued during any period of leave without pay.

8.2.25 Health Benefits

The LEA shall maintain coverage for the employee under the State's Health Plan for the duration of leave at the level and under the conditions coverage would have been provided if the employee had continued employment. Any share of health plan premiums which an employee had paid prior to leave must continue to be paid by the employee during the leave period. The LEA must give advance written notice to employees of the terms for payment of premiums during FMLA leave. The obligation to maintain health insurance coverage stops if an employee's premium payment is

more than 30 days late. The LEA shall provide 15 days' notice that coverage will cease.

If the employee's failure to make the premium payments leads to a lapse in coverage, the LEA must still restore the employee, upon return to work, to the health coverage equivalent to that which the employee would have had if leave had not been taken and the premium payments had not been missed without any waiting period or preexisting conditions.

Advisory Note: Even if the employee chooses not to maintain group health plan coverage for dependents or if coverage lapses during FMLA leave, the employee is entitled to be reinstated on the same terms as prior to taking leave, including family or dependent coverage, without any qualifying period, physical examination, exclusion of pre-existing condition, etc. Therefore, the LEA should assure that health benefits coverage will be reinstated; otherwise, the LEA would need to pay the premium and recover it after the employee returns to work.

The LEA may recover the premiums if the employee fails to return to work after the period of leave to which the employee is entitled has expired for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control. For this purpose, return to work is defined as 30 calendar days; therefore, if the employee resigns any time within 30 days after the return to work, the insurance premium may be recovered unless the reason for the resignation is related to the continuation, recurrence, or onset of a series health condition or other circumstances beyond the employee's control.

INTERFERENCE WITH RIGHTS

8.2.26 Actions Prohibited

It is unlawful to interfere with, restrain, or deny any right provided by this policy or to discharge or in any other manner discriminate against an employee for opposing any practice made unlawful by this policy.

8.2.27 Protected Activity

It is unlawful to discharge or in any other manner discriminate against any employee because the employee does any of the following:

- files any civil action, or institutes or causes to be instituted any civil proceeding under or related to this policy;
- gives, or is about to give, any information in connection with any inquiry or proceeding relating to any right provided by this policy; or
- testifies, or is about to testify, in any inquiry or proceeding relating to any right provided under this policy.

ENFORCEMENT

8.2.28 Violations

Denial of leave requested pursuant to the Family and Medical Leave Act can be appealed to the LEA following its grievance procedure. The employee also has a choice of:

(a) filing a complaint to the U. S. Secretary of Labor or
(b) filing a private lawsuit pursuant to section 107 of FMLA.

Note: If the employee files a private lawsuit, it must be filed within two years after the last action which the employee contends was in violation of the Act, or three years if the violation was willful.

POSTING AND RECORDKEEPING REQUIREMENTS

8.2.29 Posting

LEAs are required to post and keep posted, in a conspicuous place, a notice explaining the FMLA provisions and providing information concerning the procedures for filing complaints of violations of the Act with the U. S. Department of Labor, Wage and Hour Division.

Note: Copies of the required notice may be obtained from local offices of the Wage and Hour Division.

8.2.30 Records

LEAs are required to keep records for no less than three years and make them available to the Department of Labor upon request.

In addition to the records required by the Fair Labor Standards Act, the LEA must keep records of:

- dates FMLA leave is taken,
- hours of leave if less than a full day,
- copies of employee notices,
- documents describing employee benefits,
- premium payments of employee benefits, and
- records of any disputes.

Records and documents relating to medical certifications, recertifications or medical histories of employees or employees' family members, created for purposes of FMLA, shall be maintained as confidential medical records in separate files/records from the usual personnel files, and if ADA is also applicable, such records shall be maintained in conformance with ADA confidentiality requirements, except that:

- Supervisors and managers may be informed regarding necessary restrictions on the work or duties of an employee and necessary accommodations.

- First aid and safety personnel may be informed (when appropriate) if the employee's physical or medical condition might require emergency treatment.
- Government officials investigating compliance with FMLA (or other pertinent law) shall be provided relevant information upon request.

8.2.31 New and Revised Forms:

WH-380-E Certification of Health Care Provider for Employee's Serious Health Condition (PDF) http://www.dol.gov/esa/whd/forms/WH-380-E.pdf

WH-380-F Certification of Health Care Provider for Family Member's Serious Health Condition(PDF)http://www.dol.gov/esa/whd/forms/WH-380-F.pdf

WH-381 Notice of Eligibility and Rights & Responsibilities (PDF) http://www.dol.gov/esa/whd/fmla/finalrule/WH381.pdf

WH-382 Designation Notice (PDF) http://www.dol.gov/esa/whd/forms/WH-382.pdf

WH-384 Certification of Qualifying Exigency For Military Family Leave (PDF) http://www.dol.gov/esa/whd/forms/WH-384.pdf

WH-385 Certification for Serious Injury or Illness of Covered Servicemember -- for Military Family Leave (PDF) http://www.dol.gov/esa/whd/forms/WH-385.pdf

Legal Reference (s)

Code of Federal Regulations, Title 29, Part 825, The Family and Medical Leave Act of 1993, as amended

8.3 – Parental Involvement in Schools Leave

8.3.1 Eligibility and Rate of Earning

In accordance with G.S. 95-28.3, any employee who is a parent, guardian or person in loco parentis may take up to four hours per fiscal year to attend or otherwise be involved at his or her child's school.

There is no requirement that the employer pay an employee while taking this leave. However, the local school district may allow the employee to use eligible accrued leave in lieu of non-paid parental involvement leave. Consistent with 16 N.C.A.C. 6C.0405 and any rules adopted by the local board of education, a superintendent may grant a public-school employee a leave of absence without pay in his discretion.

8.3.2 Conditions for Leave

Leave granted for this purpose is subject to the following conditions:

(a) The leave shall be at a mutually agreed upon time between employer and employee,

(b) The employer may require an employee to provide a written request at least 48 hours before the time desired for the leave, and

(c) The employer may require that the employee furnish written verification from the child's school that the employee attended or was otherwise involved at the school during the time of leave.

8.3.3 Definition of School

For the purpose of this policy, "school" is defined as any:

(a) Public school,
(b) Private church school, church of religious charter, or nonpublic school that regularly provides a course of instruction,
(c) Preschool, or
(d) Child day care facility.

Legal Reference(s)

G.S. 95-28.3

9.1 – Compensatory Leave (FLSA)

9.1.1 Eligible Employees

Employees classified as nonexempt under the Fair Labor Standards Act (FLSA) who work more than 40 hours in a workweek must be paid overtime pay. Compensatory time off in lieu of overtime pay may be given if agreed to by the employee and employer before the performance of the work. Note that hours paid may include holidays, sick leave, and vacation and may not equate to hours worked.

Examples of nonexempt employees are bus drivers, cafeteria workers, custodians, maintenance workers, secretaries, and teacher assistants. Teachers and certified professional staff are examples of exempt employees.

9.1.2 Regulations for the Use of Compensatory Time

When compensatory time off is used in lieu of overtime pay, it must be at the rate of one and one-half hours of compensatory time for each hour of overtime worked.

Compensatory leave may be accumulated to a maximum of 240 hours (160 hours actually worked). When hours of compensatory leave have accrued to the maximum of 240, all additional overtime hours worked must be paid at the overtime rate.

An employee must be permitted to use accrued compensatory leave within a reasonable time after it is requested, unless to do so would unreasonably disrupt operations. Although the LEA may adopt a policy that sets a time limit within which an employee should use accrued compensatory leave, an employee who fails to use the compensatory time within the designated time frame cannot lose the time earned.

There is no FLSA requirement that compensatory time be used in the same pay period in which it is earned.

9.1.3 Employment Agreements

The agreement to provide compensatory time off in lieu of cash overtime compensation may be used as a condition of employment if the employee knowingly and voluntarily agrees to it as a condition of employment and the employee is aware of the conditions for use of compensatory time, as outlined in this policy.

9.1.4 Payment Upon Termination

Upon termination of employment, a nonexempt employee must be paid for unused compensatory time earned at a rate not less than:

(a) The average regular rate received by such employee during the last three years of the employee's employment, or

(b) The final regular rate received by the employee, whichever is higher.

Legal Reference(s)

Code of Federal Regulations, Title 29, Part 553 – Application of the Fair Labor Standards Act to Employees of State and Local Governments.
Legislative Session 2001, Senate Bill 1005, Section 28.42

9.2 – Workers' Compensation Leave

WORKERS' COMPENSATION

I. PURPOSE

The purpose of this policy is to ensure that employees injured on the job are provided compensation in accordance with the North Carolina Workers' Compensation Act and to provide consistent application of these rules and regulations. Further, the purpose is not only to provide swift and certain remedy to an injured employee, but also to ensure a limited and determinant liability for the employer.

II. COVERAGE

North Carolina Public School Law, G.S. 115C-337, states that provisions of the Workers' Compensation Act shall be applicable to all school employees and the State Board of Education shall make such arrangements as necessary to carry out the provisions of the Workers' Compensation Act applicable to such employees paid from state school funds. Liability of the state for compensation shall be confined to school employees paid by the state from state public school funds for injuries or death caused by accident arising out of and in the course of their employment in connection with the state-operated school term.

III. ADMINISTRATION

Each Local School Administrative Unit is responsible for submitting all reportable injuries on Form 19 and other related documentation as directed by the NC Department of Public Instruction, Insurance Section. The State Board of Education is responsible for administering the provisions of the Workers' Compensation Act.

IV. RESPONSIBILITY OF EMPLOYEE AND LOCAL UNIT

Responsibility for claiming compensation is on the injured employee. A claim must be filed within two (2) years from the date of injury or knowledge thereof. Otherwise, the claim is barred by law. The local unit must submit the Form 19 as directed by the Insurance Section no later than (5) days after knowledge of injury.

V. USE OF LEAVE DURING REQUIRED SEVEN DAY WAITING PERIOD

No compensation, as defined in the Workers' Compensation law shall be allowed for the first seven calendar days of disability resulting from an injury, except medical treatment and supplies as defined in G.S. 97-28. One of the following two options may be chosen during the 7-day waiting period:

Option 1: Elect to take earned sick leave during the required waiting period and then go on workers' compensation leave and begin drawing workers' compensation weekly benefits.

Option 2: Elect to go on workers' compensation leave with no pay for the required waiting period and then begin drawing workers' compensation weekly benefits.

If the injury results in disability of more than 21 days, , as indicated in G.S. 97-28, the workers' compensation weekly benefit shall be allowed from the date of disability. If this occurs in the case of an employee who elected to use leave during the 7-day waiting period, no adjustment shall be made in the leave used for these workdays.

VI. WORKERS' COMPENSATION BENEFITS

A. Under G.S. 97-28 the state paid (in full or in part) employees receive 66 2/3% of their average weekly salary from the state workers' compensation fund which is paid directly to the employee.

B. In order to provide an income approximately equal to, but not to exceed, the employee's weekly salary, earned sick leave days may be used while an employee is receiving workers' compensation weekly benefits. Use of sick leave for this purpose is governed by conditions in Section 4.1.

VII. CONTINUATION OF BENEFITS

While on workers' compensation leave, an employee is eligible for continuation of the following benefits:

a. Performance Increase: Upon reinstatement, an employee's salary will be computed based on the last salary plus any legislative increase to which entitled. Any performance increase which would have been given had the employee been at work may be included in the reinstatement salary, or it may be given on any payment date following reinstatement.

b. Vacation and Sick Leave: While on workers' compensation leave, the employee will continue to accumulate vacation and sick leave to be credited to his/her account for use upon return. If the employee does not return, vacation leave accumulated up to 240 hours will be paid in a lump sum payment.

c. Hospitalization Insurance: While on workers' compensation leave an employee is in pay status and will continue coverage under the state's health insurance program. Monthly premiums for the employee will be paid from the same source of funds (state, federal, local or other) and in the same proration amount from which the regular monthly salary is paid.

d. Retirement Service Credit: While on workers' compensation leave an employee does not receive retirement credit. As a member of the Retirement System, the employee may purchase credits for the period of time on an approved leave of absence. Upon request by the employee, the Retirement System will provide a statement of the cost and a date by which purchase must be made. If purchase is not made by that date, the cost will have to be recomputed.

e. Longevity: For positions eligible for longevity, workers' compensation leave pay status will continue to earn longevity. Longevity pay shall be paid from the same source of funds (state, federal, local or other) and in the same proration amount from which the regular annual salary is paid on their anniversary, separation or retirement date; Longevity payments must be included within the remuneration Statement of Days Worked and Earnings of Injured Employee (Form 22), and will become part of the employee’s lost time

wages paid under temporary total disability benefits under NCGS 97-2. Employer does not need to make annual longevity payments to employees out on workers' compensation when longevity is calculated in this manner.

VIII. RETURN TO WORK

When an employee, who has been injured on the job and placed on workers' compensation leave, has been released to return to work by the treating physician, there are three possible returns to work situations.

Full Duty Return

a. When an employee has reached maximum medical improvement and has been released to full duty return to work by the treating physician, the agency shall return the employee to the original position he/she held prior to workers' compensation leave.

Transitional Return

b. When an employee has not reached maximum medical improvement and is ready to return to limited work duty with approval of the treating physician, but retains some disability which prevents successful performance in the original position, the employer will provide transitional work suitable to the employee's capacity which is both meaningful and productive, and advantageous to the employee and the employer. This work reassignment shall be a temporary assignment and shall not exceed 9 months,; unless otherwise directed by the treating physician.

Return To Work With Permanent Restriction

c. When an employee has reached maximum medical improvement and has been released to return to work by the treating physician, but has received a disability which prohibits employment in his/her previous position, the employer shall place the employee in another position suitable to the employee's capacity which is both meaningful and productive, and advantageous to the employee and the employer This work placement may be a permanent assignment or either a part-time or temporary assignment until a permanent assignment is found.

IX. SEPARATION DUE TO UNAVAILABILITY

An employee may be separated on the basis of "unavailability" when the employee remains unavailable for work after all applicable leave credits have been exhausted and LEA management does not grant a leave without pay, or does not extend a leave without pay period, for reasons deemed sufficient by the LEA. Such reasons include, but are not limited to, lack of suitable temporary assistance, criticality of the position, budget constraints, etc. Separation Due to Unavailability is not a disciplinary dismissal and will not sever any benefits the injured employee is receiving under the Workers' Compensation Act. Separation Due to Unavailability may be grieved or appealed by the employee. Separation due to Unavailability shall be applied in accordance with 115C and any applicable local board policy.

Unavailability may be due to (1) the employee's inability to return to all of his/her position's essential duties and work schedule due to a medical condition or the vagueness of a medical prognosis; and (2) the employee and the LEA cannot reach agreement on a return to work arrangement that meets both the operating needs of the LEA and the

employee's medical/health needs; OR unavailability may also be due to (1) the employee's inability to return to all of the position's essential duties and work schedule due to other extenuating circumstances, and (2) the employee and the LEA cannot reach agreement on a return to work arrangement that meets both the needs of the LEA and the employee's situation.

LEAs are encouraged to regularly review their open workers' compensation claims where an employee has exhausted all applicable paid leave to determine if separation due to unavailability is appropriate.

X. REFUSAL OF SUITABLE EMPLOYMENT

The Workers' Compensation Act prevents employers from firing or demoting employees in retaliation for pursuing remedies under the Act. When an employee, receiving workers' compensation benefits, has reached maximum medical improvement, is released to return to work by the treating physician, and refuses suitable employment offered by the employer and approved by the treating physician; the employer has the right to implement dismissal procedures in accordance with the Workers' Compensation Act.

XI. FAILURE TO COOPERATE

When it has been determined that the employee has not fully cooperated with the intent and spirit of the Workers' Compensation Act, management may terminate the employee. Workers' compensation benefits may be continued or discontinued in accordance with the provisions of the Workers' Compensation Act.

Legal Reference(s)

G.S. 97-6
G.S. 97-7
G.S. 97-25
G.S. 97-28
G.S. 97-92
G.S. 115C-337

9.3 – Episode of Violence

9.3.1 Eligibility

Any permanent full-time employee who suffers an injury or disability while engaged in the course of his or her employment shall receive full salary if the injury or disability arose from an episode of violence and the employee did not participate in or provoke the violence.

An employee who while engaged in the course of his employment or in any activities incidental thereto, suffers any injury or disability resulting from or arising out of any episode of violence by one or more persons shall be entitled to receive his full salary during the shortest of these periods: one year, the continuation of his disability, or the time during which he is unable to engage in his employment because of injury. This allocation will be made if the employee is not receiving salary from worker's compensation.
The Local School Board must declare the incident as an Act of Violence. In accordance with **G.S.115c-338**, a LEA must notify the School Allotments Section in writing of how many months the employee was absent in the initial fiscal year due to the incidence of violence. The LEA must notify School Allotments Section in the 2nd fiscal year if needed. Allotments will **not** be made for prior fiscal years.
LEAs should include the following information when submitting claims for episodes of violence:

- A written description of the act.
- A copy of the physician's statement and the Board's designation of Act of Violence.
- The specific dates the additional allotment will cover.
- The name and phone number of the Key Risk case worker

9.3.2 Benefit

The salary shall continue for one year, the continuation of the disability, or the time during which the employee is unable to engage in his or her employment because of the injury, whichever period is shortest.

While receiving regular salary under this provision, the employee is not eligible to receive weekly salary benefits under workers' compensation. However, the employee may receive medical, hospital, drug and related expense payments from workers' compensation if applicable.

If the employment of another person to replace the injured employee is necessary for the continuation of services, the new employee shall be paid from the same source of funds as the injured employee (local, federal, or state).

The employee is not required to use any paid leave (sick, annual, personal, etc.) if absence is due to an episode of violence.

9.3.3 Notification

An LEA must notify in writing the Department of Public Instruction's Division of School Business how many months the employee was absent in the initial fiscal year due to the incidence of violence. The LEA must also notify in writing the Department of Public Instruction's Division of School Business in the second fiscal year if needed. Allotments will **not** be made for prior fiscal years.

Legal Reference(s)

G.S. 115C-338

9.4 – Contagious Disease

9.4.1 Contagious Disease

When a director of a county health department, in order to control the spread of contagious disease or to protect the health of an employee, orders an employee to leave his or her work environment, the local superintendent shall:

(a) Reassign the employee to a safe work environment under conditions agreed to by the director of the county health department, or

(b) Place the employee on leave with pay for the period of time set by the medical director. Leave shall not be charged to the employee's sick leave or other available paid leave. A substitute employed for this reason shall be paid from the same source of funds as the employee (local, federal, or state).

Legal Reference(s)

G.S. 115C-12(8)

9.4.2 Contagious Disease Policy to Address 2020 COVID-19 Pandemic

In order to help protect the public health and safeguard the well-being public school employees, the North Carolina State Board of Education authorizes State of Emergency COVID-19 Sick Leave ("State of Emergency Leave") in response to the pandemic.

State of Emergency Leave is available to employees in local education agencies, the Innovative School District, the State Education Services for the Deaf and Blind (i.e., the residential schools), and regional schools for the period covering April 1 – June 15, 2020 and may be extended by the State Board of Education. Charter schools may adopt these leave provisions under the direction of their Boards of Directors; virtual charter schools are not covered by the provisions of this policy.

During the COVID-19 event, the SBE encourages all public schools to provide remote work opportunities for their employees that will limit the spread of COVID-19 infection as well as allow the continuation of salary and benefits. Where such accommodations are not practicable, the following State of Emergency Leave options are available.

A. Employee Designations and Work Assignments

1. Mandatory Employees – Employees who are directed by their supervisor to report to work at a designated worksite other than their personal residence at regular and specific dates and times.

a. The Centers for Disease Control's and the NC Department of Health and Human Services' guidance on maximizing social distancing, staggered scheduling and teleworking opportunities to reduce the spread of COVID- 19 should be considered by employers and supervisors when determining which employees should be designated

as mandatory for the purposes of this COVID-19 event. Employers have the authority to designate any employee as mandatory when he or she is needed to provide support to mandatory operations at an agency worksite.

b. In most circumstances mandatory employees are not eligible for telework or remote work options.

2. "High Risk" Employees – Employees over 65 years of age; have underlying health conditions; or a weakened immune system or as identified by state or federal health authorities as high risk. Employees providing care to someone at high risk are also considered high risk employees. Employers shall provide opportunities to telework to all high-risk employees where feasible. In the event that teleworking is not feasible, the leave provisions of this policy shall apply.

3. Non-Mandatory Employees – Employees who have not been directed by their supervisor to report to work onsite at any particular date and time. Non-mandatory employees will continue to be assigned work and will be expected to telework if feasible given the nature of their position's duties.

   a. Employers and supervisors may reassign an individual to complete other work assignments that are not a part of their normal duties and responsibilities. If employees are reassigned, the agency head may compensate them accordingly, for the duration of the emergency.

4. These designations may be changed at any time due to the operational needs of the employing agency and as COVID-19 conditions change.

B. Paid State of Emergency Leave

Consistent with usual work schedules, up to 416 hours of paid State of Emergency Leave may be granted by employers during the period of April 1 – June 15, 2020, after which time unused leave expires. The employee may use the leave for the following:

1. Mandatory or non-mandatory employees (including temporary and permanent employees) who cannot work because they have childcare or eldercare needs due to COVID-19-related facility closings may receive paid State of Emergency Leave up to the maximum hours allowed. Mandatory employees who cannot work because they are high risk and who have not been assigned alternate telework duties may receive paid State of Emergency Leave up to the maximum hours allowed.

2. Non-mandatory employees (including temporary and permanent employees, as well as employees who report to work for reduced hours) who are unable to telework who have not been authorized by their supervisor to continue to report to work will receive paid State of Emergency Leave up to the maximum hours allowed if they cannot telework because their position duties cannot be performed remotely and reasonable alternate remote work is not feasible or productive, as determined by the employer. Mandatory employees who have a reduced on-site schedule, at the discretion of the employer, may take paid State of Emergency Leave for the balance of hours where they have not been

assigned on-site or remote duties.

3. For part-time employees with irregular schedules, paid State of Emergency Leave should be based upon the employee's average hours per week over the course of the previous month. In no case will paid State of Emergency Leave exceed 40 hours per week. Part-time employees shall receive a pro-rated share of the 416 State of Emergency Leave hours.

4. Any mandatory or non-mandatory employees (including temporary and permanent employees) who are sick due to symptoms consistent with COVID-19 or who are caring for a dependent with such symptoms, or a health care provider has advised the employee to self-quarantine due to concerns related to COVID-19 will receive State of Emergency Leave up to the maximum hours allowed. All other medically related absences will utilize regular forms of leave such as sick, vacation, and bonus leave, or shared leave if previously approved.

5. Non-mandatory employees who were on other pre-approved leave, choose not to work, or are unavailable for reasons other than provided for in this State of Emergency Leave provision must use available and applicable leave types, such as vacation/annual leave, bonus leave, or compensatory time.

6. There are no special compensation provisions for mandatory employees to receive additional pay as of the date this State of Emergency Leave Policy is adopted.

7. Substitute employees are not entitled to leave under this provision.

8. Under circumstances where a school district's work calendar for ten-month employees concludes before June 15, 2020, a ten-month employee is not entitled to State of Emergency Leave for days that s/he was not expected to work. Similarly, an hourly employee whose work schedule was to cease at the end of the school is not entitled to State of Emergency Leave for days s/he was not expected to work.

    a. Illustration 1: If a school district planned for hourly and ten-month employees' duties to be complete on June 8, 2020, then those workers are not entitled to State of Emergency Leave for June 9-15, 2020.

C. Additional State of Emergency Leave

Up to ninety-six (96) hours of State of Emergency Leave are available for all employees who requested leave during the school closure period of March 16 - March 31, 2020, for those reasons set forth in Section B. This leave shall be pro-rated for part-time personnel and may be retroactively applied to employees who took leave during this closure period (paid or unpaid leave).

Note: The Families First Coronavirus Response Act became law on March 18, 2020 and goes into effect on April 2, 2020. This legislation seeks to help workers, businesses, the healthcare sector, and

government employers respond to the consequences of the coronavirus outbreak. The law provides Emergency Family and Medical Leave and Emergency Paid Sick Leave. School employers should consult with their counsel regarding FFCRA's requirements and implementing the Act.

Legal Reference(s)

N.C. Gen. Stat. § 115C-12(8); Chapter 166A.

9.5 – Suspension with Pay

9.5.1 Suspension with Pay

If a superintendent believes that cause may exist for dismissing or demoting any employee covered by G.S. 115C-325 or G.S. 115C-287.1, the superintendent may suspend the employee with pay for a reasonable period of time not to exceed 90 days if:

(a) Additional investigation of the facts is necessary, and

(b) Circumstances are such that the employee should be removed immediately from his or her duties.

A person employed to replace the suspended employee shall be paid a salary based on the replacement's certification and shall be paid from the same source of funds as the individual suspended.

The superintendent must notify the Office of Financial and Personnel Services, Division of School Business Services, of the suspension and the replacement person employed.

Legal Reference(s)

G.S. 115C-287.1
G.S. 115C-325

9.6 – Other Leaves Without Pay

9.6.1 Other Leaves Without Pay

An employee may be granted a leave of absence without pay at the discretion of the superintendent and subject to rules and regulations adopted by the local board of education. Except for military leave, the local board of education may determine the beginning and/or ending date of such leaves based on a consideration of the welfare of the students and the need for continuity of service.

9.6.2 Effect on Career Status

Employees with career status approved for a leave of absence retain career status upon return from the authorized leave. A teacher in a full-time, permanent position who does not work for at least 120 workdays in a 215-day school year because the teacher is on sick leave, disability leave or both, that school year shall not be deemed to constitute:

(a) A consecutive year of service for the teacher, or
(b) A break in the continuity in consecutive years of service for the teacher.

9.6.3 Continuation of Health Insurance

(a) If an eligible employee goes on approved, unpaid leave of absence, the employee may retain medical insurance provided the employee pays both the employer's and the employee's portions of the insurance premium.

Legal Reference(s)

G.S. 115C-12
G.S. 115C-325

10.1 - Short-Term Military Leave

10.1.1 Eligibility

Full-time or part-time permanent employees are eligible for short-term military leave.

If any part of this policy is inconsistent with Federal law, the Federal law takes precedence. Public schools should not rely exclusively on this summary for administration of their legal responsibility. LEAs and charter schools should review their responsibilities under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).
http://www.dol.gov/vets/programs/userra/Final_USERRA_Poster.pdf

10.1.2 Short-Term Military Leave with Pay

Leave with pay shall be granted to m embers of Reserve Components of the U.S. Armed Forces for periods of active duty training.

Reserve components of the U.S. Armed Forces are the National Guard, the Army Reserve, the Naval Reserve, the Marine Corps Reserve, the Air Force Reserve and the Coast Guard Reserve. The National Guard serves both as a Federal Reserve component and as the State Militia.

(a) Periods of entitlement for all reserve components:

(i) Military Leave with Pay: Leave with pay shall be granted for up to 15 workdays during the federal fiscal year (October 1 to September 30).

(ii) Differential Pay: If paid leave is not available and the military pay is less than the pay with the LEA or charter school, the employee is eligible for differential pay. The employee must provide military pay vouchers or other documentation and the LEA or charter school determines the difference between the military pay and pay with the LEA or charter school. Differential pay is made from the same source of funds as the employee's salary.

(iii) Local Supplement: If a local supplement is paid to employees on the job and the employee is eligible for differential pay, the local supplement is to be paid as a part of the differential pay to employees on short-term military leave

(b) Physical examination for military service:

An employee shall be granted necessary time off when the employee must undergo a required physical examination relating to membership in a reserve component (included in the 15 days paid leave per federal fiscal year).

(c) Scheduled unit assemblies:

Regularly scheduled unit assemblies usually occur on weekends and are referred to as "drills". If an employee is required to leave on a workday, the employee may be allowed to use military leave with pay or other eligible paid leave. This military leave with pay is included in the 15 days allowed each federal fiscal year for training.

(d) Additional periods of entitlement for National Guard only:

(i) Military leave with pay shall be granted for infrequent special activities in the interest of the State when so authorized by the Governor or his designee. This leave is in addition to the 15 days allowed for military training.

(ii) For active duty in excess of 30 days, employees shall be entitled to military leave with differential pay between military pay and regular pay if the military pay is less than the employee's regular pay.

(iii) Military leave for active state duty is in addition to military leave which may be granted for other purposes.

(e) Periods ineligible for paid military leave:

(i) Duties resulting from disciplinary actions imposed by military authorities.

(ii) Inactive duty training (drills) performed for the convenience of the members such as equivalent training, split-unit assemblies, make-up drills, etc.

Employing agencies are not required to excuse an employee for unscheduled or incidental military activities such as volunteer work at military facilities and unofficial military activities.

10.1.3 Orders and Leave Documentation

The employee must give advance notice to the employer of absence for military service and apply for reemployment following leave of more than 30 days. The notice and application may be either written or verbal.

The school system may request that the employee submit a copy of the orders or other appropriate documentation of required military duty.

10.1.4 Resolution of Scheduled Conflicts

If a scheduled military leave creates a problem for the school system, supervisors are encouraged to contact the commanding officer at the military unit to which the employee reports and request a schedule accommodation.

10.1.5 Retention of Benefits

Paid military leave is treated like any other paid leave. The employee shall continue to accumulate leave and receive health insurance for self, etc.

Legal Reference(s)

Public Law 103-353 Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and its regulations found in Title 38, United States Code, Chapter 43—Employment and Reemployment Rights of Members of the Uniformed Services.
G.S. 115C-12(8)
G.S. 115C-302.1(g1)
G.S. 127A-116
16 NCAC 6C.0404
16 NCAC 6C.0406
25 NCAC 1E.0800
NCGA 2003, SB 714

10.2 – Military Leave for Extended Active Duty

10.2.1 Employee Eligibility

All permanent, probationary and trainee employees who enter active military service are eligible for military leave for extended active duty.

If any part of this policy is inconsistent with Federal law, the Federal law takes precedence. Public schools should not rely exclusively on this summary for administration of their legal responsibility. LEAs and charter schools should review their responsibilities under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).
http://www.dol.gov/vets/programs/userra/Final_USERRA_Poster.pdf

10.2.2 Service Schools and Reserve Training

All or any portion of an employee's 15 days paid military leave or regular vacation leave may be used in lieu of or in conjunction with unpaid military leave for:

(a) Attendance at Service Schools, or
(b) Attendance at Active Duty Training in a Reserve Unit.

10.2.3 Extended Active Duty

Leave without pay shall be granted as outlined below for periods of active duty in the armed forces of the United States. At the start of extended active duty, an employee may use eligible (see Section 3.1.3(d)) paid leave.

(a) **"Extended active duty" is defined as:**
  (i) Any active military service for a period not to exceed five years plus any period of additional service imposed bylaw.
  (ii) All active military service during declared state or national emergency or during time of war.
  (iii) Any mobilization or order to Federal active duty of an employee in the National Guard or one of the other reserve components.

(b) **Leave before and after active duty:** Permanent, trainee, and probationary employees who enter active military service may also use unpaid military leave for the following reasons:

  (i) **While awaiting entry into active duty**, to allow the employee to settle any personal matters or if the delay is not the employee's fault. This period shall be for up to 30 days and can be extended in exceptional cases.

(ii) **Following active military service** while employee's reinstatement is pending. The employee must apply for reinstatement within 90 days following release from active duty of more than 180 days, or within 14 days following active duty of 30 to 180 days.

(iii) **Involuntary extensions:** Unpaid military leave shall be granted for any involuntary extension of military service. The employee may be required to present evidence that the extension was involuntary.

(iv) **Hospitalization:** Unpaid military leave shall be permitted for extensions of enlistment due to hospitalization for service-connected disability certified by the attending physician.

In addition, the employee is entitled to leave without pay from the time of release by the physician until actually reinstated, provided the employee applies for reinstatement within the time limits described above.

(c) Employee responsibility:

(i) Notice: The employee or an appropriate military officer shall give advance notice of the military service to the superintendent of the school system or charter school administrator.

(ii) Differential Pay: If military pay is less than the pay with the LEA or charter school, the employee is responsible for providing military pay vouchers or other documentation and requesting differential pay within 12 months from the date of separation or discharge.

(iii) Reinstatement: The employee is responsible for making application for reinstatement within the appropriate time limit.

(d) Employer responsibility:

(i) Eligibility for Leave: It is the responsibility of the employer to ascertain that the employee is eligible for available paid leave and/or unpaid military leave.

(ii) Explaining Benefits: The superintendent or designee shall explain to the employee the rights and benefits concerning leave, salary increases, medical insurance options, retirement status, the possibility of differential pay and reinstatement from military leave.

(iii) Differential Pay: If the employee's military pay is less than his/her pay with the LEA or charter school, the LEA or charter school determines the differential pay using the military pay documentation provided by the employee and pays the difference (including any local supplement) from the same source of funds as the employee's salary.

(e) **Retention and continuation of benefits:** An employee going on extended active duty may choose to have accumulated vacation leave paid in a lump sum, exhaust eligible leave, or retain all or part of the accumulated leave until he or she returns to work. The maximum accumulation of 30 days or 240 hours applies to a lump-sum payment.

The employee retains all accumulated sick leave and continues to earn state service credit and time toward salary increases.

An employee will receive full retirement membership service credit for all active duty service in the armed forces if he or she is honorably discharged. Enlistment up to five years is creditable. The employee should contact the Retirement System for instructions.

(f) **Reinstatement from leave without pay for military service:** Employees on leave without pay and honorably discharged from military service who applies for reinstatement within the appropriate time limit must be reemployed in a position equivalent in status, seniority, and pay and as if employment had not been interrupted.

If an employee is disabled during military service to the extent that he or she cannot perform the duties of the original position, the employee shall be reinstated to a position with duties compatible with the disability. In no case will the reinstated employee's salary be less than his or her salary prior to military leave.

Employees who resign without knowledge of their eligibility for military leave and reinstatement of benefits, but who are otherwise eligible f or the reinstatement under military leave provisions, shall be reinstated from military service just as if they had applied for and been granted leave for active military duty.

Legal Reference(s)

Public Law 103-353 Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and its regulations found in Title 38, United States Code, Chapter 43—Employment and Reemployment Rights of Members of the Uniformed Services
G.S. 115C-12(8)
G.S. 115C-302.1(g1)
G.S. 127A-116
16 NCAC 6C.0404
16 NCAC 6C.0406
25 NCAC 1E.0800
NCGA 2003, SB 714

10.3 – Civil Air Patrol

10.3.1 Periods of Entitlement for Duty with the Civil Air Patrol

Members of the Civil Air Patrol are not required to participate in missions or training exercises. Employees attending these regularly scheduled unit training assemblies are not eligible for military leave with pay; however, school systems are encouraged to arrange work schedules to allow employees to attend this training.

If missions or training exercises are authorized by the Air Force, the Governor, or the Secretary of the Department of Crime Control and Public Safety, members who wish to participate are entitled to military leave with pay not to exceed 15 days in any calendar year. This leave is included in the 15 days of paid military leave to which full-time employees are entitled. The 15 days of leave are prorated for part-time employees.

LEA or charter school employees on leave of absence for State or federal military duty for required training or special emergency management service shall be paid the difference in military base pay and public school salary, (including non-performance based bonuses) when the military pay is less than the public school salary. Only honorable service is eligible for differential pay. Differential pay is paid from the same source of funds as the public-school salary. (See Sections 10.1 and 10.2 for additional information on differential pay).

Service may be verified by the Secretary of the Department of Crime Control and Public Safety.

Legal Reference(s)

G.S. 115C-302.1(g1)
G.S. 127A-116
G.S. 143A-241
16 NCAC 6C.0404
16 NCAC 6C.0406
25 NCAC 1E.0800
NCGA 2003, SB 714

10.4 – State Defense Militia

10.4.1 Periods of Entitlement for Members of the State Defense Militia

Only when called out by the Governor are school employees who are members of the State Defense Militia entitled to paid military leave. This paid military leave cannot exceed 15 days during any calendar year and is included in the annual entitlement of paid military leave.

The State Defense Militia is a reserve to the National Guard, but it is not a reserve component of the U.S. Armed Forces. Duty status may be verified by the Vice Chief of Staff-State Operations in the Office of the Adjutant General, North Carolina National Guard.

LEA or charter school employees on leave of absence for State or federal military duty for required training or special emergency management service shall be paid the difference in military base pay and public school salary, (including non-performance based bonuses) when the military pay is less than the public school salary. Only honorable service is eligible for differential pay. Differential pay is paid from the same source of funds as the public-school salary. (See Sections 10.1 and 10.2 for additional information on differential pay).

School employees who are members of the State Defense Militia are not entitled to paid military leave when volunteering for support of activities sponsored by civic or social organizations even when such support has been authorized by the Governor or his designee.

Members of the State Defense Militia attending regularly scheduled unit training assemblies are not eligible for paid military leave; however, school systems are encouraged to arrange work schedules to allow the employee to attend this training if possible.

Legal Reference(s)

G.S. 115C-302.1(g1)
G.S. 127A-116
16 NCAC 6C.0404
16 NCAC 6C.0406
25 NCAC 1E.0800
NCGA 2003, SB 714

11.1 – Teacher Substitutes

11.1.1 Employment of Substitutes

The local board of education is encouraged to make every effort to hire licensed teachers to serve as substitutes in the local school system. Substitutes may be employed on all workdays, including optional teacher workdays (unless the regular teacher is using annual vacation leave on the optional workday). Substitutes may not be employed on holidays and on annual vacation leave days scheduled in the calendar. A substitute teacher is defined as an individual who fills in for a permanent teacher who is still on payroll and is using paid leave.

11.1.2 Teacher Assistants as Substitutes

(a) **Salary rate A-0:** When a teacher assistant acts as a substitute teacher, the salary for the day shall be the same as the daily salary of an entry-level teacher with an "A" (Standard Professional 1 or Standard Professional 2) license.

11.1.3 Units of Employment

Employment of substitute teachers will be in units of half-days or full days. If teaching responsibilities are for one-half day or less, the deduction for a substitute will be for a half-day.

11.1.4 Salary Rates

Local boards of education may adopt substitute teacher rates allowing different pay rates for a substitute depending upon long-term versus short-term assignment, type of subject, training, etc. Substitute pay rates must comply with the rules listed in 11.1.4 (a) and 11.1.4 (b).

Beginning January 1, 1999, local boards of education may use state funds allocated for substitute teachers to hire full-time substitute teachers. Eligibility for benefits is outlined in Section 1.1.

(a) **Holder of license:** Beginning January 1, 1999, the minimum pay rate for a substitute teacher who holds a valid North Carolina teacher certification/license must be at least 65% of the daily pay rate of an entry-level teacher with an "A" (Standard Professional 1 or Standard Professional 2) license and can be paid up to their certified daily pay rate (i.e. daily rate based on the teacher's years of experience).

(b) **Non-holder of license:** Beginning January 1, 1999, the minimum pay for a substitute teacher who does not hold a valid North Carolina teacher certification/ license must be at least 50% of the daily pay rate of an entry-level teacher with an "A" (Standard Professional 1 or Standard Professional 2) license. The pay for a substitute teacher who does not hold a valid North Carolina teaching certificate shall not exceed the pay of a substitute teacher who holds a valid North Carolina teaching certificate.

11.1.5 Deduction from the Teacher's Salary

When a deduction is required to be made from the teacher's salary, the deduction shall be $50.00 per day.

11.1.6 Source of Funds

A substitute teacher employed when the regular teacher is absent shall be paid from the same source of funds (local, federal, or state) as the regular teacher, unless otherwise specified in these policies.

11.1.7 Full-time Substitutes

School systems may employ substitutes on a full-time basis. Full-time substitutes are not to be confused with interim employees. Substitutes are employed to fill in for a regular teacher(s) when that teacher(s) is absent and on paid leave. To qualify, a full-time substitute must work at least 30 hours per week and is expected to be employed at least six consecutive months. Full-time substitutes meeting eligibility requirements earn the same benefits as other full-time employees. Refer to the Salary Manual for proper coding and payment.

Legal Reference(s)

NCAC 6C.0403

11.2 – Substitutes for Non-Instructional Personnel

11.2.1 Substitutes for Non-Instructional Personnel

(a) The local superintendent shall determine the need to employ a substitute for a non-teaching counselor, assistant principal, principal, or supervisor. A substitute employed for a non-teaching counselor, assistant principal, principal, or supervisor must be paid from local funds.

(b) Substitutes for classified (non-certified) employees, such as secretaries or custodians, must be paid from local funds.

11.2.2 Replacements for Principal Under Certain Conditions

No deduction shall be made from the salary of a teacher who fills in for a disabled principal who does not have an assistant principal. The teacher may be reassigned to fill in for the principal after the principal has been on sick leave for at least ten days. This reassignment shall be allowed until the principal returns to work or exhausts sick leave. A substitute teacher employed for the teacher shall be paid from the same source of funds as the principal (local, federal, or state).

Legal Reference(s)

G.S. 115C-12(8) 16
NCAC 6C.0403

12.1 – Interim Employment

12.1.1 Employment

An "interim employee" is a person employed to fill a position that is temporarily vacant and is being held for an incumbent who is expected to return.

Note: An interim employee should not be confused with a substitute employee. A substitute employee fills in for a permanent employee who is using paid leave.

Note: Interim "employment status" should not be confused with "interim employment contract", as used in local school districts.

Note: Interim "employment status" should not be confused with "interim employment contract", as used in local school districts.

12.1.2 Rate of Pay in Positions Requiring Licensure

The interim employee will be paid at his or her certified salary rating if:

(a) Service in the interim position is more than 10 teaching days, and
(b) The interim employee is licensed in the area of assignment.

Note: Licensed interim employees, unless licensed in the appropriate area and coded to object code 121, do not earn experience credit

However, the interim employee may be paid at substitute rate instead of being paid on his or her certified salary rating if he or she requests to be paid at substitute rate.

The interim must be paid as a substitute if:

(a) Service in the interim position is 10 teaching days or less, or
(b) The interim employee is not licensed in the area of assignment.

12.1.3 Benefits

An interim employee is not eligible for benefits.

Note: When determined that the assignment will be greater than six months, the employment status should be classified as permanent and provide benefits. (Section 1.1.2)

Legal References

G.S. 115C-12
16 NCAC 6C.0403

13.1 – Longevity

13.1.1 Eligibility Requirements

All permanent full-time or part-time (20 hours per week or more) employees (excluding teachers and instructional support) who have at least 10 years of total qualifying state service are eligible for longevity payments.

13.1.2 Earning State Service

(a) Employees will receive full credit for each pay period they are in pay status (working, using vacation, sick, extended sick, or personal leave, on workers' compensation, or on authorized military leave) as a perm anent full-time or part-time employee for one-half or more of the regularly scheduled workdays and holidays in the pay period.

(b) Working the contract length for a complete school year (i.e., 10 months) is equivalent to one full calendar year. Credit for a partial year is given on a month-for-month basis.

(c) An employee may not earn more than one year of state service in a 12-month period. If an employee did not earn a full year of state service credit during a 12-month period, summer school employment will be included in state service credit for longevity purposes provided that the employee was employed at least permanent part-time (20 hours per week or more).

13.1.3 Creditable Service

(a) Employment with a North Carolina LEA.

(b) Employment with a State of North Carolina department, agency, or institution (whether subject to State Personnel Act or not).

(c) Employment with a University of North Carolina System institution, local mental health, public health, social services or emergency management agency in North Carolina if such employment was subject to the State Personnel Act. (Telephone the personnel office of the former employer to determine if a former employee was subject to the Act.)

(d) Authorized military leave as outlined in the military leave policies (see Sections 10.1, 10.2, 10.3, and 10.4), provided the employee is reinstated within the time limit as outlined in the military leave section.

(e) Employment with the General Assembly (except f or participants in the Legislative Intern Program and pages). All time, both permanent and temporary, will be counted; and the full legislative terms of members.

(f) Employment with the county agricultural extension service, if the position was subjects to State Personnel Act.

(g) Employment with other governmental units which are now state agencies (Examples: county highway maintenance forces, War Manpower Commission, judicial system).

(h) Employment with the community college system.

See Section 13.2 for examples of employers eligible for creditable state service.
See Section 13.3 for examples of employers not eligible for creditable state service.

13.1.4 Payment

(a) Longevity pay is automatic. Payment shall be made not later than the month following the monthly pay period in which the employee has satisfied all eligibility requirements.

(b) The amount of annual longevity pay is a percentage of the employee's annual rate of pay on the employee's anniversary date. The annual rate of pay does not include bonuses or pay for extra duties. The percentage is determined by the length of total state service as follows:

Years of State Service	Longevity Pay Rate*
10 but less than 15 years	1.50 percent
15 but less than 20 years	2.25 percent
20 but less than 25 years	3.25 percent
25 or more years	4.50 percent

* The only exception to the above is if the employee has a fraction of a year remaining toward the next higher percentage rate and is separating from a school unit, the payment would be based on the higher rate. For example, if a teacher separates from a school unit and has nineteen (19) years and four (4) months of service, the payment rate would be 3.25% rather than 2.25%. This exception applies only when the employee already has more than ten (10) years of service.

NC public school law does not address locally funded positions. The local board of education has the option of determining longevity policy for locally funded positions.

(c) Leave without pay:

Employees on short-term disability or military leave must be paid the eligible pro rata amount of longevity earned at the beginning of the leave.

NOTE: Leave without pay often causes a change in the employee's anniversary date.

(d) An employee separating from employment shall be paid the amount of longevity pay earned up to termination of employment

(e) Employees taking a leave of absence to work in a charter school will be paid their accumulated longevity at the time they leave the school system. Upon return from a leave of absence to work in a charter school, the school system will make any adjustments to the employee's anniversary date and to the longevity payment made on the anniversary date to reflect the salary on that date.

(f) Workers' Compensation & Longevity- See 9.2.VII.e

Legal Reference(s)

G.S. 115C-12
G.S. 115C-238.29(f)(4)
G.S. 115C-302.1

13.2 – Creditable Service

13.2.1 Creditable Service

Longevity credit may be granted to employees with permanent, probationary, provisional or trainee appointments from the creditable service list maintained by the Office of State Human Resources (OSHR). The creditable service list can be found at:
https://files.nc.gov/ncoshr/documents/files/List_of_Creditable_Service.pdf

Employees of organizations that are not included on OSHR's creditable service list (**including charter schools** regardless of their participation in the NC State Retirement System) are not eligible for longevity credit.

14.1 - Teacher Contracts

14.1.1 Overview

The summary in this section is intended as an overview of teacher contracts. It does not in any way alter the requirements of General Statute 115C-325 or relevant court decisions concerning teacher contracts.

A contract between the local board of education and a teacher who has been employed by the local board of education for less than three years shall be for a term of one school year. A contract or renewal of contract between the local board of education and a teacher who has been employed by the local board of education for three years or more shall be for a term of one, two, or four school years.

14.1.2 Dismissal During Contract Term

Teachers shall not be dismissed or demoted during the term of the contract except for the grounds and by the procedure set forth in G.S. 115C-325.4.

(a) Recommendation on Nonrenewal

If a superintendent decides not to recommend that the local board of education offer a renewed contract to a teacher, the superintendent (or his designee) shall give the teacher written notice of the decision no later than June 1.

14.1.3 Career Status (Tenure)

1. The summary in this section is intended as an overview of career status. It does not in any way alter the requirements of General Statues 115C-325 or 115C-287.1, or relevant court decisions concerning career status.

A career teacher or career school administrator shall not be subjected to the requirement of annual appointment nor shall they be dismissed, demoted or employed on a part-time basis except for the grounds for dismissal or demotion of a career employee as stated in G.S.115C-325(e) and procedures set out in G.S. 115C-325. G.S.

115C-325 states only a teacher as defined by G.S. 115C-325(a)(6) is eligible to obtain career status. (NOTE: Some Principals, Supervisors and Directors attained career status prior to the Administrator Term Contract Law. (See Sections 14.1.1, 14.1.2(c), and 14.2.4)

14.1.4 Losing Career Status

A career employee loses career status through one of the following:

a. When the teacher no longer performs the responsibilities of a teacher as defined in G.S. 115C-325(a)(6)2 (except as provided in Section 14.3.6),
b. Resignation,
c. A request by the employee to reduce employment to part-time,
d. A request by the employee to be employed in a non-career status position (this includes waiver of career status by a career administrator who wishes to be employed under contract as defined in G.S. 115C-287.1),
e. Due process outlined in G.S. 115C-325 for the reasons outlined in G.S. 115C- 325 or
f. If a teacher or administrator is convicted, pleads guilty, or pleads *nolo contendre* to a serious offense described in G.S. 115C-296(d).
g. If a career status employee leaves the LEA in which he/she had career status prior to July 1st, 2013.

A career employee who is involuntarily reassigned to a non-career status position does not lose career status.

14.1.5 Extracurricular Activities and Noninstructional Duties for Initially Licensed Teachers

Local boards of education must adopt rules and policies minimizing the noninstructional duties of teachers with initial certification. Teachers with initial certification are not to be assigned extracurricular activities unless they request the assignments in writing. A local board of education may temporarily suspend the rules and policies for individual schools for a compelling reason.

The local board shall determine what activities fall into the categories of extracurricular and noninstructional.

Extracurricular activities could include those duties performed by a teacher involving students that are outside the regular school day and not directly related to the instructional program.

Noninstructional duties could include those that are not directly involved with the instructional program or the implementation of the standard course of study.

Legal References

G.S. 115C-45(c)
G.S. 115C-287.1
G.S. 115C-307
G.S. 115C-325
G.S. 143-318.11(a)(6)
NCSL 2009-326, SB962
NCSL 2010-31, SB897

14.2 Administrator Term Contract Law

14.2.1 Definitions

(a) "School administrator" means a Supervisor or Director.
(b) "School-based administrator" means a Principal or Assistant Principal.

14.2.2 Career Status (Tenure)

Beginning July 1, 1995, anyone employed as a school administrator is not eligible for career status with the following exceptions:

(a) A principal or supervisor who, as of July 1, 1995 was serving as a principal or supervisor and who was eligible to achieve career status on or before June 30, 1997; or
(b) Assistant principals or directors who were granted career status in these positions by their school system prior to July 1, 1995.

14.2.3 Contracts

School administrators and school-based administrators who are ineligible for career status must be employed on contracts. All initial contracts with a local board of education must be for two to four years, ending on June 30th of the final 12 months of the contract. In the case of an initial contract between a school administrator and a local board of education, the first year of the contract may be for a period of less than 12 months provided the contract becomes effective on or before September 1st.

During the term of the contract, the school administrator cannot be dismissed or demoted except for the grounds and by the procedures which a career teacher may be dismissed or demoted in G.S. 115C-325.

14.2.4 Extending, Renewing, or Offer of a New Contract

The local board may, with the written consent of the school administrator, extend, renew, or offer a new school administrator's contract at any time after the first 12 months of the contract. However, the term of the new, renewed, or extended contract may not exceed four years. Rolling annual contract renewals are not allowed.

If a superintendent intends to recommend to the local board of education that a school administrator be offered a new, renewed, or extended contract, the superintendent shall submit the recommendation to the local board for action. The local board may approve the recommendation or decide not to offer the school administrator a new, renewed, or extended school administrator's contract. Effective on or after July 1, 2003, all subsequent contracts between school-based administrators (principals or assistant principals) and local boards of education shall be for four years.

If a superintendent decides not to recommend that the local board of education offer a new, renewed, or extended school administrator's contract to the school administrator, the superintendent shall give the school administrator written notice of his or her decision and the reasons for his or her decision no later than May 1st of the final year of the contract. The superintendent's reasons may not be arbitrary, capricious, discriminatory,

personal, or political. No action by the local board or further notice to the school administrator shall be necessary unless the school administrator files with the superintendent a written request within 10 days of receipt of the superintendent's decision, for a hearing before the local board. Failure by the school administrator to file a timely request for a hearing results in a waiver of the right to appeal the superintendent's decision. If the school administrator files a timely request, the local board shall conduct a hearing pursuant to the provisions of G.S. 115C-45(c) and make a decision as to whether to offer the school administrator a new, renewed, or extended school administrator's contract.

If the local board decides not to offer the school administrator a new, renewed, or extended school administrator's contract, the local board shall notify the school administrator of its decision by June 1st of the final year of the contract. A decision not to offer the school administrator a new, renewed, or extended contract may be for any cause that is not arbitrary, capricious, discriminatory, personal, or political. The local board's decision not to offer the school administrator a new, renewed, or extended school administrator's contract is subject to judicial review in accordance with Article 4 of Chapter 150B of the General Statutes.

14.2.5 Failure to Notify School Administrator in the Final Year of Contract

If the superintendent or the local board of education fails to notify a school administrator by June 1st of the final year of the contract that the school administrator will not be offered a new school administrator's contract, the school administrator shall be entitled to 30 days of additional employment or severance pay beyond the date the school administrator receives written notice that a new contract will not be offered.

14.2.6 Retention of Teacher Career Status by School Administrators

If, prior to appointment as a school administrator, the school administrator held career status as a teacher in the local school administrative unit in which he or she is employed as a school administrator, a school administrator shall retain career status as a teacher if the school administrator is not offered a new, renewed, or extended contract by the local board of education, unless the school administrator voluntarily relinquished that right or is dismissed or demoted pursuant to G.S. 115C-325.

Legal Reference(s)

G.S. 115C-287.1
G.S. 115C-325
NCGA 2003, SB 955

14.4 - Contracts

14.4.1 Statutes Governing Contracts

Teachers are employed under contracts as defined by General Statute (G.S.) 115C-325.

Principals, assistant principals, supervisors, and directors are employed pursuant to G.S. 115C-287.1.

Associate superintendents and assistant superintendents are employed under contracts governed by G.S. 115C-278.

Superintendents' contracts are governed by G.S. 115C-271.

Legal Reference(s)

G.S. 115C-271
G.S. 115C-278
G.S. 115C-287.1
G.S. 115C-325

14.5 - At-Will Employment

14.5.1 Definition

Employees who are not required to be employed under contracts by the statutes referenced in Section 14.4 or who are not offered contracts by local board prerogative are at-will employees.

Example of at-will employees include most non-certified personnel such as custodians, bus drivers, teacher assistants, clerical staff, maintenance supervisors, and transportation coordinators. Administrators not required by statute to be employed under contract are also at-will employees (unless the local board has chosen to offer contracts).

14.5.2 Demotion or Dismissal

At-will employees serve at the pleasure of the local board of education. General Statute 115C-45 gives employees the right of appeal of all decisions made by school personnel to the local board of education.

At-will employees cannot be dismissed or demoted for illegal reasons. An at-will employee is entitled to all the rights afforded by the United States Constitution (e.g. freedom of speech and religion) and by federal laws such as Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act.

At the time of dismissal or demotion, at-will employees have the right to an appeal to the local board of education. Also, at-will employees may request, in writing, a notice outlining the reason(s) for dismissal, demotion, or suspension without pay.

Legal Reference(s)

G.S. 115C-45

15.1–School Calendar

School calendar policies are maintained by the Office of School Business. Please consult the School Attendance and Student Accounting manual (Chapter 7) for school calendar policies.

16.1 – Employment of Retirees

16.1.1 Overview

The summary in this section is intended as an overview of employing retirees. It does not in any way alter the requirements of General Statutes relevant to public school employees or other legislation, rules and policies of the Teachers' and State Employees' Retirement System.

NOTE: The provisions for employing retired teachers exempt from the earnings cap expired September 30, 2009.

16.1.2 Eligibility

"Retirement" means the termination of employment and the complete separation from active service with no intent or agreement, express or implied, to return to service. In order for a member's retirement to become effective in any month, the member must render no service, including part-time, temporary, substitute, or contractor service, at any time during the six months immediately following the effective date of retirement.

Anyone who is retired through the Teachers' and State Employees' Retirement System and completes the 6 month break in service described above, is eligible to be reemployed subject to an earnings cap, as described below.

Service as a member of a school board or as an unpaid bona fide volunteer in an LEA shall not be considered service. (See Definitions 1.1.9 Volunteer).

16.1.3 Earnings Cap

It is the responsibility of the retiree to contact the Teachers' and State Employees' Retirement System to determine their earnings cap. The Teachers' and State Employees' Retirement System determines the earnings cap by the following methods. The method that results in the highest dollar amount becomes the earnings cap.

(a) 50% of your gross pre-retirement salary (excluding termination payments)
or
(b) Current salary cap as reported by the NC Retirement System:

https://www.myncretirement.com/retirees/benefits/return-work-laws#violating-earnings-limitation;-benefit-stopped

The retirement system's earnings cap applies to the 12-month period immediately following the effective date of retirement. At the end of the initial 12-month period following retirement, the cap applies to the calendar year (January 1-December 31).

16.1.4 Consequences of Exceeding the Earnings Cap

If the earnings cap is exceeded, the retiree forfeits all retirement benefits for the remainder of the retirement year. The retirement year is January 1st through December 31st. Exceeding the earnings cap during the month of December will not result in forfeiture of retirement benefits.

If you exceed your earnings limitations, your retirement benefit will be suspended the first day of the month following the month in which you exceed the limit for the remainder of the calendar year. Your retirement payment will start again on January 1 of the year after your benefit is stopped. If your earnings exceed the allowable amount in the month of December, your benefit will not be suspended.

16.1.5 Benefits

Retirees employed in permanent part-time status (working 20 hours per week but less than 30 hours per week) earn pro-rata part-time benefits from the school system and can continue to receive retirement benefits, subject to the earnings cap.

Retirees employed in temporary status are not eligible for LEA employee benefits. When employed in a temporary status, the retiree can continue to receive retirement income and the health plan* from the Retirement System as long as he or she does not exceed the retirement earnings cap (Section 16.1.3).

Retirees employed less than 20 hours per week are temporary employees and receive no benefits from the LEA.

* Retirees who are Medicare eligible must be enrolled in the State Health Plan if they are employed for 30 or more hours per week so that the State Health Plan rather than Medicare is the primary payer. The employing LEA must notify the Teachers' and State Employees' Retirement System BOTH when it enrolls a Medicare eligible retiree in the State Health Plan AND when the LEA stops paying because the retiree is no longer employed 30 or more hours per week.

16.1.6 Employer Reporting of Return-to Work

Employers are required to report to the Teachers' and State Employees' Retirement System each month each reemployed beneficiary, including the terms of the reemployment, the date of the reemployment, and the amount of the monthly compensation. If a report is not received within 90 days, the employer is subject to a penalty of ten percent (10%) of the compensation of the unreported reemployed beneficiaries during the months for which the employer did not report the information.

The Retirement System has developed Form ESRR (Certifying Employee Status under Retirement Reemployment Laws), to assist employers in determining who is a rehired

retiree. This form is located on the Employer Section of the Retirement System's Web site: www.myncretirement.com. The report is made through the Retirement System's ORBIT system.

15.2 Rehire High-Need Teachers

Employers who wish to rehire retired teachers in high need schools, should consult with the Retirement System to understand the implications of re-employing retired teachers.

15.3 Rehire of Retirees – COVID-19 Provisions

NC Session Law 2020-3, Section 4.23.(a) provides an exception from the six-month waiting period for eligible retirees from the Teachers' and State Employees' Retirement System (TSERS). Public schools who wish to avail themselves of this exception must contact the NC Retirement System to verify eligibility of the employee under the provisions of this statute.

Legal References

G.S. 128-24(5)c
G.S. 135-3(8)c
S.L. 2005-276, Section 29.28
S.L. 2007-236, HB 956 (Retired Teacher Provisions expired September 30.2009)
S.L. 2009-11, HB 94
S.L. 2019-110
S.L. 2019-212
S.L. 2020-3, Section 4.23.(a)

17.1 – Job-Sharing for School Employees

17.1.1 Overview

The purpose of the policy is to promote job sharing among public school employees and becomes effective January 1, 2004. The State Board of Education policy requires that if the local board wishes to employ job-sharing staff, it designates one or more positions as job-sharing positions. (Before January 2004, job sharing is only permitted for classroom teachers paid on the teacher salary schedule who spend at least 70% of their work time in classroom instruction.)

17.1.2 Eligibility

An employee in a job-sharing position is a person who:

(1) Is employed by a local board of education less than full-time, and

(2) Is sharing a position with one other employee of the same job classification.

These job-sharing provisions apply to both certified personnel and non-certified personnel.

17.1.3 Reemployed Retirees

Because the benefits for staff employed in job-sharing positions include retirement, retirees can only be employed in temporary job-sharing positions. Retirees employed in temporary job-sharing positions do not earn leave benefits. (See Section 1.1.1)

17.1.4 Salary

Employees in job sharing positions will be paid pro-rata based on the salary schedule for the position. Experience for certified personnel will be credited at the rate prescribed in Licensure Policy. For non-certified employees, experience credited for salary purposes will follow local policy.

Note: The legislation states, “Service rendered by a school employee in a job-sharing position shall be credited at the rate of one-half year for each regular school year of employment.”

17.1.5 Benefits

An employee in a permanent job-sharing position who works at least 20 hours per week shall receive paid legal holidays, annual vacation leave, sick leave, and personal leave on a pro-rata basis. Such an employee also receives service credit under the Teachers' and State Employees' Retirement System as provided in G.S. 135-4(b) and insurance benefits as provided in G.S. 135-40.2. Retirement is earned at a rate of one-half year of retirement credit for each regular school year of employment. Participation in the State Health Plan is an optional benefit. If the employee elects to participate in the State

Health Plan the employing school unit pays 50% of the Plan's total non-contributory premiums and the employee pays the balance.

Legal Reference(s)

G.S. 115C-302.1
G.S. 115C-316
G.S. 135-
4(b) G.S.
153-40.2
NCGA 2003, S.B. 701

In compliance with federal law, NC Public Schools administers all state-operated educational programs, employment activities and admissions without discrimination because of race, religion, national or ethnic origin, color, age, military service, disability, or gender, except where exemption is appropriate and allowed by law.

Inquiries or complaints regarding discrimination issues should be directed to: Office of Innovation and School Transformation
6301 Mail Service Center
Raleigh, NC 27699-6301
919.807.3200 (phone)
919.807.4065 (fax)

Benefits and Employment Policy Manual

Index

A

Administrator Term Contract Law 14.3
- Career status (Tenure) 14.3.2
- Contracts, failure to notify of nonrenewal 14.3.5
- Contracts, extension of 14.3.4
- Contracts, offer of a 14.3.4
- Contracts, length of 14.3.3
- Contracts, nonrenewal 14.3.4
- Contracts, renewal of 14.3.4
- Employing school administrators without career status 14.3.3
- School administrator, definition 14.3.1
- School administrator, rights during contract period 14.3.3
- School-based administrator, definition 14.3.1
- Teacher career status, school administrators' retention of 14.3.6

Adoption (see Annual Vacation Leave for New Parents) 3.3
- Annual vacation leave, use for 3.3.1
- FMLA, spouses working for same LEA 8.2.5
- FMLA, use for 8.2.1, 7
- Leave without Pay, use for 3.3.1
- Parental Leave without Pay, use for 8.1.1
- Sick leave, use for 3.3.1

Adverse Weather (see Inclement Weather) 15.1.5

Annual Vacation Leave 3.1
- Accounting procedures for ..... 3.1.7 (e)
- Accumulation, disposition at retirement 3.1.4
- Accumulation of during summer employment ..... 3.1.3 (i)
- Accumulation of 3.1.4
- Adoption, use for 3.3.1
- Advancement of 3.1.5
- Adverse weather use by teacher for (see Inclement weather) ..... 15.1.5 (b)
- Approval of ..... 3.1.3 (b)
- Bus drivers, eligibility for 3.1.2
- Bus drivers, restrictions on use ..... 3.1.3 (d)
- Catastrophic illness, use for 3.2.1

Contagious disease, use for 9.4.1
Conversion to sick leave 3.1.4
Death, claims on behalf of deceased ..... 3.1.7(d)
Deficit balance (see also, Leave deficit) ..... 3.1.3(k)
Elected official, use for 7.4.1
Eligibility for full-time employee 3.1.2
Eligibility for part-time employee 3.1.2
Episode of violence, use for 9.3.2
Extended military active duty, use for 10.2.3
Foster childcare, use for 3.3.1
Holidays, earning leave during 3.1.2
Instructional personnel, restrictions on use for ..... 3.1.3 (d)
Interim employee, restrictions on use for ..... 3.1.3 (h)
Leave records for 3.1.8
Lump sum payment, eligibility for ..... 3.1.7 (a)
Media coordinators, restrictions for ..... 3.1.3 (d)
Military active duty training, use for 10.2.2
Military leave, short-term, earning while on 10.1.5
Military service schools, use for 10.2.2
Newborn child, use for care of 3.3.1
Officers of professional organizations, use of 6.2.4
Parental involvement in schools, use for 8.3.1
Parental leave without pay, use with 8.1.2
Part-time employees, eligibility and earning 3.1.2
Permanent employee, eligibility and earning 3.1.2
Probationary teacher, effect on career status 14.1.3
Rate of earning 3.1.2
Required workdays, payment for forfeiting ..... 15.1.2 (d)
Required workdays, restrictions on use of ..... 15.1.3 (b)
School calendar, scheduling of ..... 3.1.3 (a) (j)
Separation from employment 3.1.7
Separation from employment, disposition of accumulated leave and 3.1.4
Short-term disability, use during waiting period ..... 3.1.3 (g)
Summer employment, use and earning during ..... 3.1.3 (i)
Teacher assistants, restrictions for ..... 3.1.3 (d)
Teacher, disposition upon separation from employment 3.1.4
Temporary employee, restrictions for ..... 3.1.3 (h)
Ten-month employees, scheduling of first 10 days of ..... 3.1.3(a)
Transfer of between state agencies ..... 3.1.6 (b)
Transfer of to another LEA ..... 3.1.6 (a)
Units of ..... 3.1.3 (c)
Use, eligibility and restrictions 3.1.3

Use, in lieu of sick. ..... 3.1.3 (e)
Vacation days scheduled in calendar ..... 15.1.2 (b) (3)
Voluntary shared leave, donation of ..... 4.3.4 (a)
Voluntary shared leave, eligibility for..... 4.3.2
Voluntary shared leave, earning rates while on ..... 4.3.6 (a)
Voluntary shared leave, restrictions on..... 4.3.4 (a)
Workdays, use on..... 3.1.3 (j)
Workers' compensation, earning while on..... 9.2.5
Workers' compensation, use during waiting period..... 9.2.2
Workers' compensation, use of to supplement income 9.2.4

Assistant Principal (see Administrator Term Contract Law)..... 14.3
See also ***Career Status (Tenure)***

At-Will Employee..... 14.5
Appeal rights of 14.5.2
Definition of..... 14.5.1
Demotion of..... 14.5.2
Dismissal of..... 14.5.2
Examples of..... 14.5.1

B

Board of Governors of the Governors' Schools (see Professional Leave without Deduction

Bonus Leave 3.4

Bus Drivers..... 3.1.2
Annual vacation leave, eligibility for 3.1.2
Annual vacation leave, restrictions on ..... 3.1.3 (d)
Annual vacation leave, termination or resignation and..... 3.1.2
Catastrophic illness, eligibility for..... 3.2.2
Catastrophic illness, use of annual vacation leave for 3.2.1

C

Career Status (Tenure)..... 14.2
Authority to designate eligible positions for..... 14.2.5
Definition of 14.2.2
Employing teachers with previous career status ..... 14.1.2(c)
Extracurricular activities for teachers with 27+ years' experience..... 14.1.5
Failure to vote, consequences of ..... 14.1.2 (c)
Leave of absence, effect on career status of..... 14.2.6

Losing career status 14.2.7
Non-instructional duties, minimizing 14.2.8
Notification, vote on 14.1.3
Parental leave without pay, effect on career status 8.1.3
Positions eligible 14.2.3
Positions not eligible 14.2.5
Positions with questionable eligibility 14.2.4
Procedures for awarding and voting 14.1.3
School administrators, eligibility for 16.1.2
School administrators, retention of career status 14.3.6
Year, definition for tenure purposes 14.1.3

Case Manager Hearing Attendance (see Professional Leave) 6.2.3

Catastrophic Illness 3.2
Annual vacation leave, use for 3.2.1
Eligibility for 3.2.2
Sick leave, use for 3.2.1

Charter School, definition 1.1.13

Childbirth
Sick leave, use for ..... 4.1.2 (a)

Civil Air Patrol 10.3

Civil Responsibility Leave (see Community Responsibility)

Community Responsibility 7.1.1

Compensatory Leave 9.1
Eligible employees 9.1.1
Employment agreements to provide 9.1.3
In lieu of cash compensation 9.1.3
Maximum accumulation 9.1.2
Rate of earning 9.1.2
Requirements for 9.1.1
Termination, payment upon 9.1.4

Contagious Disease 9.4

Contracts 14.4
Assistant superintendent, statutes on 14.4.1
Associate superintendent, statutes on 14.4.1

Probationary teacher, nonrenewal ..... 14.1.2 (b)
School administrator, extension, renewal, or new contract 14.3.4
School administrator, length of contract 14.3.3
School administrator, statutes on 14.4.1
Superintendent, statutes on 14.4.1
Teacher contract, statues on 14.4.1

Court Attendance 7.3
Attendance, duty or subpoena ..... 7.3.1 (a)
Attendance, personal reasons ..... 7.3.1 (b)
Substitute, employed for ..... 7.3.1 (a)
Witness to a crime, attendance as ..... 7.3.1 (b)

D

Death
Annual vacation leave claims on behalf of deceased ..... 3.1.7 (d)
Annual vacation leave, lump sum payment for ..... 3.1.7 (a)

Demotion (see Suspension with Pay) 9.5

Director (see Career Status (Tenure) ..... 14.2.4 (b)

Disability
Annual vacation leave, use during waiting period ..... 3.1.3 (g)
Annual vacation leave, use in lieu of ..... 3.1.3 (g)
Voluntary shared leave, eligibility to receive 4.3.2

Disability Income Plan 4.5
Long-term disability benefits 4.5.3
Plan administration 4.5.1
Short-term disability benefits 4.5.2

Dismissal
Annual vacation leave, disposition of 3.1.4
Annual vacation leave, lump sum payment ..... 3.1.7 (a)
Donation of voluntary shared leave, remuneration for ..... 4.3.4 (h)
Suspension with pay 9.5.1

E

Educational Leave 6.1
Eligibility for 6.1.1
In-service school projects, use for 6.1.2

North Carolina Center for advancement of Teaching, use for 6.1.4
Other uses 6.1.5
State-sponsored staff development, use for 6.1.3

Elected Official 7.4
Annual vacation leave, use for 7.4.1

Employee Classification Definitions 1.1

Episode of Violence 9.3
Available leave, use of 9.3.2
Benefit 9.3.2
Eligibility for 9.3.1
Replacement employee 9.3.2
Workers' compensation, restrictions on 9.3.2

Extended Military Active Duty 10.2
Definition 10.2.3

Extended Sick Leave 4.2
Deduction for 4.2.3
Eligibility for 4.2.1
Eligibility, newly hired employee ..... 4.2.2 (a)
Medical verification for ..... 4.2.2 (b)
Rate of earning 4.2.1
Unused balance ..... 4.2.2 (d)
Use of 4.2.2

Extracurricular Activities (see Probationary Teachers) 14.1
Beginning teachers, restrictions on 14.1.4
Teachers with 27+ years' experience, restrictions on 14.2.8

F

Fair Labor Standards Act (see Compensatory Leave) 9.1

Family Medical Leave Act
Active duty or call to active duty 8.2.2
Annual vacation leave, use for 8.2.12
Child 8.2.2
Covered service member for exigency leave 8.2.2
Covered service member for military caregiver leave 8.2.2
Definition 8.2.1
During last 5 weeks of academic term 8.2.8 (2)

During last three weeks of academic term 8.2.8
(3) Eligibility for 8.2.3
Employee, fitness for duty certification 8.2.22
Employee notice requirements, unforeseeable leave 8.2.14
Employee, intent to return to work 8.2.21
Employee responsibility 8.2.14
Employer, reinstatement responsibility 8.2.23
Employer, responsibility for designation of leave as FMLA 8.2.11
Fitness for duty, certification 8.2.17
Five weeks or more prior to end of academic term 8.2.8 (1)
Health benefits, conditions for recovery of premium 8.2.25
Health benefits, continuance 8.2.25
Health care provider 8.2.2
Holidays, effect on 8.2.6
Instructional personnel, reduced or intermittent leave 8.2.7
Intermittent leave 8.2.7
Intermittent work schedule 8.2.2
Medical certificate 8.2.15
Medical certificate, failure to provide 8.2.17
Medical certificate, recertification 8.2.18
Medical certificate, second opinion 8.2.17
Medical certificate, third opinion 8.2.17
Medical certificate, validity of 8.2.17
Outpatient status of covered service member 8.2.2
Overview of FMLA 8.2.1
Parent 8.2.2
Posting requirements 8.2.29
Qualifying exigency 8.2.2
Reduced or intermittent leave 8.2.7
Reduced work schedule 8.2.2
Reinstatement of employee, circumstances for refusal 8.2.23
Reinstatement of employee, equivalent position 8.2.23
Restrictions on 12-week leave 8.2.5
Serious health condition 8.2.2
Service member's next of kin 8.2.2
Sick leave, substitution of paid 8.2.6
Spouse 8.2.2
Spouses, employed by same LEA 8.2.5
Substitute, reduced or intermittent work schedule 8.2.7
Summer vacation, benefits during 8.2.6
Twelve-month period 8.2.2
Workers' compensation, concurrent with 8.2.6
Workweek 8.2.2

Foster Child Care (see Annual Vacation Leave for New Parents) 3.3
Annual vacation leave, use for 3.3.1
FMLA eligibility for 8.2.3
FMLA, reduced or intermittent leave for 8.2.7
FMLA, use by spouses employed by same LEA 8.2.5
Leave with pay, use for 3.3.1
Personal leave, use for 3.3.1

Full-time Employee
Annual vacation leave, change to temporary status ..... 3.1.7 (a)
Annual vacation leave, deficit balance ..... 3.1.7 (b)
Annual vacation leave, eligibility and rate of earning 3.1.2
Annual vacation leave, restriction on use of 3.1.3
Annual vacation leave, use of 3.1.3
Community responsibility leave, use of 7.1.1
Court attendance 7.3.1
Definition of 1.14
Educational leave, eligibility for 6.1.1
Episode of violence, benefit for 9.3.2
Episode of violence, eligibility for 9.3.1
Extended sick leave, deduction from salary for 4.2.3
Extended sick leave, eligibility for and rate of earning 4.2.1
Extended sick leave, use of 4.2.2
Holidays, legal paid 2.1.1
Holidays, observation of 2.1.1
Holidays, religious 2.2.1
Jury duty 7.2.1
Longevity 3.1.1
Military leave, short-term eligibility for 0.1.1
Military leave with pay 10.2.1
Parental involvement in schools 8.3
Parental leave without pay 8.1.1
Part-time employee working in two or more positions 1.1.4
Personal leave, eligibility for and rate of earning 5.1.1
Professional leave, use of 6.2.1
Sick leave, balance retention 4.1.8
(d) Sick leave, eligibility for and rate of earning 4.1.1
Sick leave, use of and rate of earning during summer employment 4.1.4
Voluntary shared leave, eligibility for 4.3.2

Health Benefits 8.2.25
FMLA, conditions for recovery of premium 8.2.25
FMLA, continuance of 8.2.25
FMLA, use of near the end of an academic term 8.2.8
Interim employee, eligibility of 12.1.3
Leave of absence, coverage during 9.6.3
Long-term disability, coverage of 4.5.3
Military leave, short-term, retention of 10.1.5
Short-term disability, coverage 4.5.2

Holidays, Legal 2.1
Annual vacation leave, rate of earning during 3.1.2
Eligibility for pay during 2.1.1
FMLA, effect on 8.2.4
Local board, determination by 2.1.1
Officers of professional organizations, eligibility for 6.2.4
Paid legal 2.1.1
Religious, bona fide 2.2.1
School calendar, scheduling for ..... 15.1.2. (b) (4)
Sick leave, eligibility for and rate of earning during 4.1.1
Sick leave, restrictions on during 4.1.5
Summer employment, eligibility during 2.1.1
Teacher substitute, employing during 11.1.1
Voluntary shared leave, holiday pay while using ..... 4.3.6 (a)

I

Immediate Family
Definition 1.1.12
FMLA, family eligible for (see Overview) 8.2.1
Sick leave, use for ..... 4.1.2 (c)
Voluntary shared leave, donation of annual ..... 4.3.4 (a)
Voluntary shared leave, use of 4.3.3

Inclement Weather 15.1.5
Annual vacation leave, use for 3.1.3
Instructional hours, counting towards ..... 15.1.5 (d)
Makeup days, designation of ..... 14.1.5 (e)

In-Service School Projects (see Educational Leave)
Instructional Days (see School Calendar)
Instructional Hours (see School Calendar)

Instructional Personnel 1.1.7

Interim Assignment ..... 1.1.2 (b)

Interim Employee 1.1.6
Annual vacation leave, restriction of use ..... 3.1.3 (h)
Benefits for 1.1.4
Definition 1.1.6
Difference between substitute and interim employee 12.1.1
Employment of, eligibility for 12.1.1
Military leave without pay, eligibility for 10.2.1
Permanent employee, assigned to 1.1.2
See also ***Interim Employment*** 12.1.3
Salary rate for 12.1.2
Sick leave, restrictions on use 4.1.6
Voluntary shared leave, restrictions on eligibility 4.3

J

Job Sharing for School Employees 17.1
Benefits 17.1.5
Definition 1.1.2
Eligibility for 17.1.2
Purpose of 17.1.1
Retirees, eligibility for 17.1.3
Salary 17.1.4

Jury Duty 7.2

K

L

LEA (Local Education Agency)
Definition 1.1.13

Leave Deficit
Annual vacation ..... 3.1.3 (k)
Annual vacation, upon separation ..... 3.1.7 (b)

Leave of Absence 9.6.1
Career status, effect on 9.6.2
Health benefits, continuance of 9.6.3
Interim employee, eligibility for 12.1.3

Longevity, payment of....13.1.4 (d)
Parental leave without pay....8.1.1

Leave Records.... 3.1.8
Annual vacation leave, requirements for retention of 3.1.8
Sick leave, requirements for retention of 4.1.12

Leave Units .... 3.1.3 (c
Annual vacation, use of .... 3.1.3 (c)
Personal leave, use of.... 5.1.4
Recording 1.1.11
Sick leave, use of .... 4.1.1 (c)

Leave Without Pay
Adoption, use for.... 3.3.1
Adverse weather plan (see Inclement Weather) .... 15.1.5 (a)
Career status, failure to notify probationary teacher of eligibility .... 14.1.2 (c)
Career status, positions eligible for.... 14.2.3
Educational leave, other, local policy 6.1.5
Extracurricular activities, policy for beginning teachers 14.1.4
Extracurricular activities, policy for teachers with 27+ years' experience 14.1.5
Foster childcare, use for....3.3.1
Holidays, designation of.... 2.1.1
Leave of absence, policy 9.6.1
Legal holidays (see Holidays, Legal) 2.1
Longevity, payment during .... 13.1.4 (c)
Makeup days for inclement weather, policy....15.1.5
Newborn child, use for 3.3.1
Noninstructional duties, policy for beginning teachers 14.1.4
Noninstructional duties, policy for teachers with 27+ years' experience 14.1.5
Parental leave, policy....8.1.2
Probationary teacher, effect on career status .... 14.1.2 (c)
School administrators, consequences of failure to notify of renewal 14.3.5
Sick leave, restrictions on use during.... 4.1.5
Teacher assistants as substitutes, policy 11.1.2
Voluntary shared leave, policy 4.3.2
Workdays, noninstructional, designation in school calendar .... 15.1.3 (b)

Longevity.... 13.1
Charter school, payment upon separation .... 13.1.4 (e)
Creditable service, eligibility for 13.1.1
Creditable service employment....13.1.3
Creditable service, list of participating agencies 13.2.1

Creditable service, rate of earning 13.1.2
Extended military active duty, earning creditable service during ……10.2.3 (e)
Leave of absence, payment during……..……... 13.1.4 (c)
Longevity rates..... 13.1. 4
Maximum earning rate during a year ……. 13.1.2 (c)
Non-creditable service list 13.3.1
Payment of …… 13.1.4 (a)
Separation from employment, payment at ……. 13.1.4 (d)
Workers' compensation, payment under 9.2.6

Long-term Disability
Annual vacation leave, payout of at beginning …… 3.1.7(a)
Employment status of eligible individual 4.5.3
Health benefits, eligibility for 4.5.3
Sick leave, lump sum payment 4.5.3
Sick leave, payout of..... 4.1.11

Lump Sum Payment
Annual vacation leave, deduction for retirement ……3.1.7 (c)
Annual vacation leave, eligible circumstances …… 3.1.7 (a)
Annual vacation leave, transfer between LEAs ……... 3.1.6 (a)
Annual vacation leave, transfer to/from state agencies …….. 3.1.6 (b)
Bonus leave.....3.4
Extended military active duty ……. 10.2.3 (e)
Required workdays, payment of ……. 15.1.3 (e)
Sick leave, payment 4.1.11
Sick leave, transfer between LEAs ……. 4.1.9 (a)
Sick leave, transfer to/from state agencies ……. 4.1.9 (b)

M

Media Coordinators
Personal leave, eligibility for 5.1.1

Medical Appointments
Annual vacation leave, use for in lieu of sick…… 3.1.3 (e)
Personal leave, use for …… 5.1.2 (d)
Sick leave, employee use for self …… 4.1.2 (c)
Sick leave, use for immediate family illness ……... 4.1.2 (d), (e)

Military Active Duty Training.....10.2
Annual vacation leave, use for.....10.2.2
Short-term military leave, use of ……. 10.2.2 (b)
Unpaid leave (see **Military Leave Without Pay**)..... 10.2

Military Leave, Short-Term Paid 10.1
Active duty training, use for 10.2.2
Advance notice of absence, employee responsibility 10.1.3
Application for reemployment, employee responsibility 10.1.3
Benefits, retention during 10.1.5
Eligibility for 10.1.1
Extended active duty, restrictions on use 10.2.3
Leave with pay, types of 10.1.2
Longevity payment during ..... 13.1.4 (c)
Periods ineligible for leave ..... 10.1.2 (e)
Reserve components of US Armed Forces, definition 10.1.2
Reserve training, use for 10.2.2
Schedule conflicts, resolution of 10.1.4
Service schools attendance, use for 10.2.2
Verification of leave, employer responsibility 10.1.3

Military Leave Without Pay
Annual duty training 10.2.2
Benefits, retention and continuance ..... 10.2.3 (e)
Eligibility for 10.2.1
Extended active duty, definition ..... 10.2.3 (a)
Extended active duty, earning leave during ..... 10.2.3 (e)
Extended active duty, eligibility for 10.2.3
Extended active duty, employee responsibility ..... 10.2.3 (c)
Extended active duty, employer responsibility ..... 10.2.3 (d)
Extended active duty, creditable service for longevity during ..... 10.2.3 (e)
Extended active duty, payout of annual vacation leave ..... 10.2.3 (e)
Extended active duty, resignation and reinstatement ..... 10.2.3 (f)
Extended active duty, use of available leave ..... 10.2.3 (e)
Reinstatement from leave with pay ..... 10.2.3 (f)
Service schools attendance, use for 10.2.2

Military Service Schools 10.2.2
Annual vacation leave, use for 10.2.2
Short-term military leave, use for 10.2.2
Unpaid leave, use for (see Military Leave Without Pay) 10.2.3

Miscarriage (see Sick leave, use for) ..... 4.1.2 (a)

N

National Teacher of the Year
Professional leave, use for 6.2.2

Newborn Child
Annual vacation leave, use by new parents for ……. 3.3.1
FMLA, eligibility for use (see Overview) ……. 8.2.3
FMLA, reduced or intermittent leave for …… 8.2.7
FMLA, spouses employed by same LEA …… 8.2.5
Leave with pay, use for …… 3.3.1
Parental leave without pay, use for……... 8.1

Noninstructional Duties
Probationary teachers, limitations for 14.1.4
Teachers with 27+ years' experience, limitations for.....14.2.5

North Carolina Center for the Advancement of Teaching
Educational leave for attending teacher 6.1.4
Substitute for attending teacher 6.1.4

O

Occupational Disease …… 9.2.2

Officers of Professional Organizations …… 6.2.4
Professional leave, use for ……. 6.2.1

P

Parental Involvement in Schools Leave ……. 8.3
Annual vacation leave, use for …… 8.3.1
Eligibility for ……... 8.3.1
Employee, notice requirement ……. 8.3.2
Employer, verification of leave ……... 8.3.2
Payment requirement, policy ……... 8.3.1
Personal leave, use for ……. 8.3.1
Rate of earning (4 hours per year) ……... 8.3.1
School, definition of …… 8.3.3

Parental Leave Without Pay …… 8.1
Annual vacation leave, use for …… 8.1.2
Eligibility for ……... 8.1.1
Effect on career status ……. 8.1.3
Length of leave allowed ……. 8.1.2
Local board, policy for …… 8.1.2
Sick leave, use during ……. 8.1.2
Spouses employed by same LEA …… 8.1.2
Tenured teachers, effect on career status ……. 8.1.3

Part-time Employee
Annual vacation leave, eligibility and rate of earning 3.1.2
Annual vacation leave, uses of..... 3.1.3
Annual vacation leave, deficit balance 3.1.7
(b) Community responsibility leave..... 7.1.1
Court attendance 7.3.1
Definition 1.1.3
Educational leave, eligibility for 6.1.1
Extended sick leave, eligibility for..... 4.2.1
Holidays, eligibility for.....2.2.1
Jury duty, eligibility for 7.2.1
Longevity, eligibility for..... 13.1.1
Military leave without pay 10.2.1
Military leave, short-term, eligibility 10.1.1
Parental involvement in schools leave, eligibility for..... 8.3.1
Parental leave with pay, eligibility for 8.1.1
Personal leave, eligibility for 5.1.1
Professional leave, eligibility for 6.2.1
Retired employees exempt from income cap, see Note..... 16.1.1
Sick leave, balance retention ……..... 4.1.8 (d)
Sick leave, eligibility for ……. 4.1.1 (b)
Sick leave, use and rate of earning during summer employment 4.1.4
Temporary status, change to …… 3.1.7 (a)
Voluntary shared leave, eligibility for 4.3.2
Working two or more part-time positions.....1.1.4

Permanent Employee
Annual vacation leave, eligibility and rate of earning 3.1.2
Annual vacation leave, deficit balance..... 3.1.7
(b) Community responsibility leave..... 7.1.1
Court attendance 7.3.1
Definition 1.1.2
Educational leave, eligibility for 6.1.1
Episode of violence.....9.3.
Extended sick leave, eligibility for 4.2.1
Holidays, eligibility for.....2.1.1
Interim assignment for 1.1.6
Jury duty 7.2.1
Longevity, eligibility for..... 13.1.1
Military leave with pay, eligibility for 10.2.1
Military leave, short-term eligibility 10.1.1
Parental involvement in schools..... 8.3.1
Parental leave without pay, eligibility for 8.1.1

Personal leave, eligibility for 5.1.1
Professional leave, eligibility for 6.2.1
Retirement system, eligibility for 1.1.3
Sick leave, eligibility for ..... 4.1.1 (b)
Sick leave, rate of earning ..... 4.1.1 (c)
Temporary assignment 1.1.1
Temporary status, change to ..... 3.1.7 (a)
Voluntary shared leave, eligibility for 4.3.2

Personal Illness
Extended sick leave, eligibility and rate of earning 4.2.1
Sick leave, uses for ..... 4.1.2 (a)

Personal Injury
Extended sick leave, uses for 4.2.2
Sick leave, uses for ..... 4.1.2 (a)
Workers' compensation and 9.2.2

Personal Leave 5.1
Contagious disease, use for 9.4.1
Deduction for substitute, circumstances requiring 5.1.5
Elected official, use by 7.4.1
Eligibility for 5.1.1
Episode of violence, use for 9.3.2
FMLA, use in lieu of 8.2.10
Interim employee, eligibility for 12.1.3
Officers of professional organizations, use by 6.2.4
Parental involvement in schools, use for 8.3.1
Probationary teachers, effect on career status of 14.1.3
Rate of earning 5.1.1
Reinstatement of leave balance 5.1.7
Resignation, disposition of balance upon ..... 5.1.3 (d)
Retired employees subject to income cap, eligibility for 16.1.2
Separation from employment, disposition of leave balance ..... 5.1.3 (d)
Short-term military leave with pay, use in lieu of 10.1.5
Summer employment, use during ..... 5.1.3 (b)
Transfer between LEAs 5.1.6
Units of 5.1.4
Unused balance 5.1.1
Uses of 5.1.2
Use, restrictions on 5.1.2
Workers' compensation, earning leave while on 9.2.5
Workers' compensation, use during waiting period 9.2.2

Workers' compensation, use to supplement weekly compensation …… 9.2.4
Workers' compensation, waiting period 9.2.3

Postnatal Recovery
Sick leave, use for …… 4.1.2 (a)

Pregnancy
Sick leave, use for …… 4.1.2 (a)
Principal (see Administrator Term Contract Law)
Probationary Employee
Military leave without pay, eligibility for 10.2.1

Probationary Teacher 14.1
Career status, failure of board to notify ……... 14.1.2 (c)
Career status, obtaining..... 14.1.1
Definition 14.1.1
Extracurricular activities, policy on restrictions on 14.1.4
Leave of absence, effect on career status 9.6.2
Noninstructional duties, policy on restrictions on 14.1.4
Nonrenewal of contract, notification date ……14.1.2 (b)
Nonrenewal of contract, procedures at end of years 1-3 ……. 14.1.2 (b)
Nonrenewal of contract, right of appeal ……. 14.1.2 (b)
Nonrenewal of contract, unacceptable reasons …… 14.1.2 (b)
Parental leave without pay, effect on earning career status 8.1.3
Rights during contract period ……. 14.1.2 (a)
Teacher, definition 14.1.1
Year, definition for career status ……. 14.1.2 (c)

Professional Leave ……. 6.2
Board of the Governor's Schools, eligibility for……. 6.2.3
Case manager hearing attendance, eligibility for……. 6.2.3
Eligibility for …… 6.2.1
Officers of Professional Organizations, use for ……... 6.2.4
State Board of Education member, use by ……... 6.2.3
State Textbook Commission meetings, use for …… 6.2.3
With deduction for substitute ……. 6.2.2

R

Recording Leave 1.1.11

Records (see **Leave Records)**

Reduction in Force
Annual vacation leave, disposition of accumulated..... 3.1.7 (a)
Annual vacation leave, lump sum payment ..... 3.1.7 (a)

Reinstatement of Leave Balances
Sick leave, from state agencies ..... 4.1.10 (b)
Sick leave, within or between LEAs ..... 4.1.10 (a)

Religious Holidays 2.2

Required Workdays
Annual vacation leave, use for ..... 3.1.3 (j)
Scheduled by local board ..... 15.1.3 (b)
Scheduled by principal ..... 15.1.3 (c)
Scheduling in calendar ..... 15.1.3 (d)

Reserve Components of the US Armed Forces
Definition 10.1.2

Resignation
Annual vacation leave, disposition of upon 3.1.4
Annual vacation leave, lump sum payment of ..... 3.1.7 (a)
Bus drivers, disposition of annual vacation leave upon.....3.1.2
Compensatory leave, disposition of upon 9.1.4
Military leave without pay, reinstatement of employee following ..... 10.2.3 (f)
Personal leave, disposition of balance upon ..... 5.1.3 (d)
Sick leave, balance retention ..... 4.1.8 (d)

Retired Teachers Exempt from Income Cap (expired September 30, 2009**)**
Retirement..... 16.1
Annual vacation leave, disposition of upon 3.1.4
Annual vacation leave, lump sum payment of ..... 3.1.7 (a)
Compensatory leave, disposition of upon.....9.1.4
Sick leave, balance retention upon ..... 4.1.8 (d)
Sick converted from annual, disposition of ..... 4.1.8 (c)

Retirement System
Disability income plan, administered by.....4.5.1
Interim employee, eligibility for 12.1.3
Permanent employee, eligibility for.....1.1.3
Retired teachers subject to income cap, eligibility for..... 16.1.3
Temporary employee, eligibility for 1.1.4

S

School
Definition for parental involvement leave 8.3.3

School Administrator 14.3.1 (1)

School-Based Administrator 14.3.1 (2)

School Calendar ..... 15.1 Adverse
weather (see Inclement Weather) ..... 15.1.5 Annual
vacation leave, balance deficit ..... 3.1.3 (k) Annual
vacation leave, scheduling ..... 3.1.3 (a)
Composition of 15.1.2
Holidays, observed 2.1.1
Holidays, scheduling ..... 15.1.2 (a) (4)
Inclement weather, effect on instructional hours ..... 15.1.5 (d)
Inclement weather, makeup days ..... 15.1.5 (e)
Inclement weather, plan for ..... 15.1.5 (a)
Instructional days, composition of 15.1.4
Instructional days, minimum required ..... 15.1.2 (b) (1)
Instructional hours, effect during inclement weather ..... 15.1.5 (d)
Instructional hours, minimum required ..... 15.1.2 (b) (1)
Noninstructional days, as designated by local board ..... 15.1.3 (b)
Noninstructional days, as designed by principal ..... 15.1.3 (c)
Noninstructional days, number required ..... 15.1.3 (a)
Noninstructional days, scheduling ..... 15.1.3 (a)
Noninstructional days, required workdays designated as ..... 15.1.3 (b)
Required workdays, scheduling of ..... 15.1.3 (a)
Sick leave, limitations on 4.1.5
Teachers, days not required to work ..... 15.1.2 (c)
Teacher substitutes, employing on annual vacation leave days 11.1.1
Vacation days, scheduling ..... 15.1.2 (b) (3)
Workdays, scheduling ..... 15.1.3 (a)

Separation from Employment
Annual vacation leave, deficit balance 3.1.7
(b) Annual vacation leave, disposition of 3.1.7
Annual vacation leave, lump sum payment upon ..... 3.1.7 (a)
Compensatory leave, payment of 9.1.4
Interim employee, employment of upon 12.1.1
Longevity, payment upon ..... 13.1.4 (d)
Personal leave, lump sum payment upon ..... 5.1.3 (d)
Shared leave (see Voluntary Shared Leave)

Short-Term Disability
Annual vacation leave, use for ..... 3.1.3 (g)
Benefits during 4.5.2
Eligibility for 4.5.2
Health benefits, coverage during 4.5.2
Interim employee, eligibility for 12.1.3
Length of coverage 4.5.2
Longevity, payment during ..... 13.1.4 (a)
Sick leave, use during waiting period ..... 4.1.2 (a)
Sick leave, use in lieu of ..... 4.1.2 (a)
Short-Term Military Leave (see Military Leave, Short-Term)
Sick Leave
Accumulation of ..... 4.1.1 (d)
Advancement of 4.1.6
Annual vacation leave, conversion to 3.1.4
Annual vacation leave, use in lieu of ..... 3.1.3 (e)
Childbirth, use for ..... 4.1.2 (a)
Contagious disease, charging absence for 9.4.1
Death in immediate family, use for ..... 4.1.2 (d)
Elected official, use as 7.4.1
Eligibility for 4.1.1
Employee, advance notice by ..... 4.1.2(g)
Episode of violence, use for 9.3.2
Extended military active duty, retention of benefits during ..... 10.2.3 (e)
FMLA, use while on 8.2.12
Immediate family, eligible use concerning ..... 4.1.2 (d) (e)
Immediate family, length of leave for ..... 4.1.2 (f)
Interim employee, eligibility for 12.1.3
Interim employee, use by 4.1.5
Leave balance, retention of ..... 4.1.8 (d)
Leave with pay, use while on 4.1.5
Limitations on use of 4.1.5
Long-term disability, payment of 4.1.11
Lump sum payment of 4.5.3
Medical appointment use for 4.1.2
(c) Military leave, short-term, earning while on 10.1.5
Miscarriage and abortion, use for ..... 4.1.2 (a)
Officers of professional organizations, use by 6.2.4
Parental leave with pay, use while on 8.1.2
Postnatal recovery use for ..... 4.1.2 (a)
Probationary teacher, effect on career status 14.1.3
Pregnancy, use for ..... 4.1.2 (a)

Rate of earning.....4.1.1
Reinstatement of employee following leave 4.1.10
Reinstatement of leave balance, from state agencies ..... 4.1.10 (b)
Reinstatement of leave balance, within or between LEAs ..... 4.1.10 (a)
Reporting and accounting of.....4.1.12
Restrictions on..... 4.1.5
Retirement, conversion to creditable state service for ..... 4.1.8 (c)
Separation from employment, upon.....4.1.8
Short-term disability use during waiting period ..... 4.1.2 (a)
Short-term disability, use in lieu of ..... 4.1.2 (a)
Summer employment, use and accumulation during 4.1.4
Temporary disability use for ..... 4.1.2 (a)
Transfer between LEAs ..... 4.1.10 (a)
Transfer to/from state agencies ..... 4.1.10 (a)
Units of ..... 4.1.1 (c)
Unused days, payment of ..... 4.1.8 (b)
Use of.....4.1.2
Verification of need, approval of.....4.1.3
Voluntary shared leave, donation of ..... 4.3.4 (b)
Voluntary shared leave, earning while using ..... 4.3.6 (a)
Voluntary shared leave, restrictions on use of.....4.3.2
Voluntary shared leave, restrictions on donation of ..... 4.3.4(b)
Voluntary shared leave, participating state agencies 1.1.10
Voluntary shared sick leave bank 4.4
Workdays, use on 4.1.5
Workers' compensation, earning while on.....9.2.5
Workers' compensation, restoration of balance 9.2.5
Workers' compensation, use of while on. 9.2.2
Workers' compensation, use to supplement weekly benefits 9.2.4

State Board of Education Member (see Professional Leave)

State Defense Militia.....10.4

State-Sponsored Staff Development 6.1.3

State Textbook Commission 6.2.3

Substitute Employee
Community responsibility, employment of 7.1.1
Contagious disease, employment during 9.4.1
Court attendance, employment during 7.3.1
Definition 1.1.8
Episode of violence, replacement of employee for 9.3.2

Extended sick leave, deduction required for 4.2.3
Holidays, religious, employment during 2.2.1
In-service school projects, employment during 6.1.2
Interim employee, difference between substitute and 12.1.1
Jury duty, employment during 7.2.1
Noninstructional personnel, employment for 11.2.1
North Carolina Center for the Advancement of Teaching, employment for 6.1.4
Principal, employment for 11.2.2
State-sponsored staff development, employment for 6.1.3
Suspension with pay, employment for 9.5.1
Teacher, deduction for substitute 11.1.5
Teacher assistants, employed as substitutes 11.1.2
Teacher substitute, acceptable circumstances for hiring 11.1.1
Teacher substitute, full-time employment as 11.1.4
Teacher substitute, source of funds for 11.1.6
Teacher substitute, unit of employment of 11.1.3
Teacher substitute salary, rate for licensed individuals ..... 11.1.4 (a)
Teacher substitute salary, rate for non-licensed individuals ..... 11.1.4 (b)

Summer Employment
Annual vacation leave, use and accumulation for ..... 3.1.3 (i)
Holidays 2.1.1
Interim employment during 4.1.4
Personal leave, use of during ..... 5.1.3(b)
Sick leave, use of during 4.1.4
Temporary employment during 4.1.4

Supervisor (see Administrator Term Contract Law)

Suspension with Pay 9.5
Causes resulting in 9.5.1
Maximum suspension period 9.5.1
Notice to DPI by LEA 9.5.1
Replacing employee during 9.5.1

T

Teacher
Career ..... 14.1.2 (c) (2)
Probationary ..... 14.1.2 (c) (1)

Teacher Assistant
Annual vacation leave, restrictions on use of..... 3.1.3 (d)
Extended sick leave, eligibility for 4.2.1
Teacher Substitute (see Substitute Employee)
Temporary Assignment
Permanent employee in 1.1.2
Temporary Disability (see Sick Leave)
Temporary Employee
Annual vacation leave, use of ..... 3.1.3 (h)
Benefits 1.1.5
Definition 1.1.5
Military leave with pay, eligibility for 10.2.1
Parental involvement in schools, eligibility for 8.3.1
Retired employees exempt from income cap, eligibility for.....16.1.5
Sick leave, balance retention of ..... 4.1.8 (d)
Sick leave, eligibility for.....4.1.5
Sick leave, use during summer employment 4.1.4
Voluntary shared leave, eligibility for 4.3.2

Transfer of Leave
Annual vacation leave, between LEAs ..... 3.1.6 (a)
Annual vacation leave, to/from state agencies ..... 3.1.6 (b)
Personal leave 5.1.6
Sick leave, between LEAs ..... 4.1.9 (a)
Sick leave, to/from state agencies ..... 4.1.9 (b)

U

Units of Leave (see Leave Units)

V

Voluntary Shared Leave 4.3
Annual vacation leave, donating to another LEA ..... 4.3.4 (a)
Annual vacation leave, donating within same LEA ..... 4.3.4 (a)
Annual vacation leave, donating/receiving to/from state agency ..... …4.3.4 (a)
Annual vacation leave, donating to immediate family ..... 4.3.4 (a)
Annual vacation leave, earning during ..... 4.3.6 (a)
Application requirements for 4.3.3
Approval of.....4.3.2

Banks, donating to. .....4.3.4(d)
Bonus leave, donating (see Bonus Leave) 3.4
Designated employee, donating to ……...4.3.4(d)
Determining length of ……..4.3.5(a)
Documentation ……4.3.4(e)
Eligibility for..... 4.3.2
Holiday pay during voluntary shared leave …… 4.3.6 (a)
Immediate family, use for 4.3.3
Maximum donation allowed recipient ……4.3.5 (b)
Minimum donation a …… 4.3.4 (g)
Purpose of 4.3.1
Local board, policy for remuneration of donated leave …… .4.3.4 (h)
Remuneration for donation, consequences …… 4.3.4 (h)
Requirements for donor of sick leave ……..... 4.3.4 (e) (b)
Restrictions on earning leave during …… 4.3.6 (e) Sick leave, donating/receiving to/from state agency ……... 4.3.4 (b) Sick leave, donating to immediate family …… 4.3.4 (b) Sick leave, earning during …… 4.3.6 (a) State disability plan, restrictions on receipt of leave 4.3.2
Unused leave 4.3.7
Workers' compensation, use during waiting period …… 4.3.6 (b)

Voluntary Sick Leave Banks.....4.4

Volunteer
Definition 1.1.9

W Workdays .....

15.1
Annual vacation leave, scheduling ..... 3.1.3 (j)
Employing teacher substitutes on 11.1.1
Inclement weather procedures and ……. 15.1.5 (b)
Noninstructional days, composition..... 15.1.3
Noninstructional days, number required ……. 15.1.3 (a)

Workers' Compensation ……... 9.2
Benefits during waiting period …… 9.2.2
Benefits provided …… 9.2.3
Compensation benefit ……. 9.2.2
Eligibility for ……... 9.2.1
Episode of violence, continuation of benefits during ……. 9.3.2
Experience credit, for teachers during ……. 9.2.6
FMLA compensation, concurrent with ……... 8.2.6

Interim employee, employment of during 12.1.1
LEA, responsibility for coordination of benefits 9.2.1
Leave, earning while receiving 9.2.5
Leave, restoration of balances 9.2.5
Longevity, earning while receiving 9.2.6
Longevity, payment while receiving ..... 13.1.4 (c)
State responsibility 9.2.1
Use of available leave 9.2.2
Voluntary shared leave, use during waiting period ..... 4.3.6 (b)
Waiting period 9.2.3
Weekly compensation, use to supplement weekly benefits 9.2.4