**STAFF LEAVES AND ABSENCES POLICY**

 Consistent contact with students and staff is important to the learning environment and school operations and therefore is an essential function of a staff member’s position. Hawthorn will allow staff members to be absent from their duties for the reasons and lengths of time specified in Board policy or an employee’s contract, if applicable, as long as the absences are not excessive or otherwise protected by law.

**SECTION 1. Paid Time Off Leave Eligibility**

**Section 1.1** Unless otherwise provided in an employment contract, full-time employees who work ten months will receive seven (7) Paid Time Off (PTO) days per year, and full-time employees who work twelve months will receive fifteen (15) Paid Time Off days per year. An employee may not use PTO days during the employee’s initial thirty (30) days of employment with Hawthorn, except with prior written permission from the Head of School.

**Section 1.2** Employees who work part-time will receive Paid Time Off days on a prorated basis per year.

**Section 1.3** Ten month employees may carry over to the following school year a maximum of three (3) unused PTO days per year, not to exceed a maximum of fifteen (15) days of Paid Time Off. Twelve month employees may carry over to the following school year a maximum of five (5) unused PTO days per year, not to exceed a maximum of twenty (20) days of Paid Time Off.

**Section 1.4.** Employees will not receive payment for any unused PTO days upon resignation or termination of employment, nor will employees receive any payment for unused PTO days accumulated beyond the maximum allowed under this policy.

**SECTION 2.** **Use of Paid Time Off**

**Section 2.1** *Sick Leave.* PTO days may be used for sick leave, defined as follows:

1. Illness, injury or incapacity of the employee. The Head of School reserves the right to require a healthcare provider’s certification attesting to the illness or incapacity of the employee and/or inclusive dates of the employee’s incapacitation.
2. Illness, injury or incapacity of member of the employee’s immediate family and for which it is necessary for the employee to be with the family member during the incapacity.
3. Illness, injury or incapacity of other relatives with permission granted by the Head of School or designee.

**Section 2.2** *Court Appearances.* PTO days may be used for required court appearances other than jury duty or appearances required by subpoena or other court order arising out of the employee’s duties as an employee of the school.

**Section 2.3** *Religious Observance.* PTO days may be used for mandatory religious observance.

**Section 2.4** *Bereavement Leave.* Employees may use PTO days to extend bereavement leave beyond the three days provided in Section 3 of this policy.

**Section 2.5** *Pregnancy, Childbirth and Adoption Leave*. PTO days may be used for the birth, first year-care, adoption or foster care of a child. An employee must exhaust all accumulated PTO days, up to 15 days for ten month employees or 20 days for twelve month employees, prior to any unpaid leave as provided in Section 4. The employee shall provide notice of the need for use of maternity/paternity leave as soon as is reasonably possible, but at least thirty days prior to the commencement of the anticipated leave.

**Section 2.6** *Vacation.* Twelve month employees are permitted to use PTO days for vacation. An employee must submit a written request for vacation to the Head of School and receive written authorization before taking vacation days.

**Section 2.7** *Personal Leave.* PTO days may be used for personal leave under the following conditions:

1. The Head of School or designee shall be given five days prior notification when feasible.
2. No more than two instructional employees may use personal leave on any one day.
3. Personal leave may not be used the day before or the day after holidays or breaks.
4. Any exceptions to these requirements must be approved by the Head of School.

**SECTION 3. Bereavement Leave**

**Section 3.1.** Employees may use three (3) days of bereavement leave for bereavement of family members. Employees may use PTO days for bereavement leave exceeding three days.

**SECTION 4. Jury Duty and Court Subpoena Leave**

**Section 4.1** All School employees shall be allowed a leave of absence without loss of pay for the purpose of attending jury duty or a judicial proceeding in response to a subpoena or other court order or process arising out of the employee's duties as an employee of the school.

**Section 4.2** Employees who qualify for this leave are required to assign any jury duty pay vouchers to Hawthorn before payment is made for days of jury duty. An employee will not be terminated, disciplined, threatened or otherwise subjected to adverse action because of the employee’s receipt of or response to a jury summons.

**Section 4.3** Employees who receive a summons for jury duty or a subpoena for a court appearance must provide a copy to the Head of School or designee as soon as soon as practicable.

**SECTION 5. Voting Leave**

**Section 5.1** Hawthorn believes that every employee should have the opportunity to vote in any state or federal election, general primary or special primary. Any employee whose work schedule does not provide him or her four consecutive hours to vote while polls are open will be granted up to two paid hours off in order to vote. Any additional time off will be without pay or deducted from an employee’s PTO days. Hawthorn reserves the right to select the hours the employee is excused to vote.

**Section 5.2** An employee must notify the Head of School or designee of the need for voting leave at least five days before the election. When the employee returns from voting leave, the employee must present a voter’s receipt to the Head of School or designee as soon as possible.

**SECTION 6. Parent Volunteer Leave**

**Section 6.1** Hawthorn extends to any employee who is a parent, guardian or person in loco parentis up to ten paid hours per fiscal year to attend or otherwise be involved at his or her child’s school.

**Section 6.2** The leave shall be at a mutually agreed upon time between Hawthorn and the employee. The employee will receive a form for his or her child’s school to sign off on stating the employee was in attendance and/or volunteered at the child’s school.

**SECTION 7. Military Leave**

**Section 7.1** All employees will be granted military leave in accordance with state and federal law.

**SECTION 8. Pregnancy, Childbirth and Adoption Leave**

**Section 8.1** This section creates no rights extending beyond any contracted period of employment, if a contract exists. FMLA procedures, including certification and recertification procedures, apply to FMLA-eligible employees, if any.

**Section 8.2** Employees eligible for FMLA leave for the birth, first-year care, adoption or foster care of a child will have such leave applied in accordance with the FMLA. Hawthorn shall only apply accrued paid leave up to the maximum allotted PTO days under this policy.

**Section 8.3** Employees who are ineligible for FMLA leave may take up to twelve weeks of leave for the birth, first-year care, adoption or foster care of a child. The twelve weeks may consist of a combination of accrued PTO days, up to the maximum allotted under this policy, and unpaid leave. PTO runs concurrently with the maternity/paternity leave, and does not extend the length of such leave. Should the employee's leave overlap or coincide with known school holidays (i.e. spring, winter or summer break), then those holidays are included in the employee’s allotted leave. The employee shall provide notice of the need for use maternity/paternity leave as soon as is reasonably possible, but at least thirty days prior to the commencement of the anticipated leave. In circumstances where employees are requesting leave prior to the birth of a child or for longer than twelve weeks, Hawthorn may require that a request for leave be supported by certification issued by the appropriate health care provider.

**SECTION 9. Unauthorized Absences**

**Section 9.1** Hawthorn considers three (3) days of unauthorized absences without notice to be a voluntary resignation.