

3.35—LICENSED PERSONNEL BENEFITS

FRINGE BENEFITS

1. The District contributes to the premiums of group policies to provide for health, vision, dental, and life insurance. The District contribution and benefits provided by these policies are subject to annual review. Benefits at District expense may be added from time-to-time as the need arises. Subject to terms of the policies, participants in these programs will have the option of electing a family policy when available with the extra cost of a family policy being withheld from the teacher's salary.
2. Participation in the District flexible benefits plan exempts the participant from paying federal or state income tax or social security tax on all money that has been committed to the plan. All applicable regulations which govern Section 125 of the IRS Code will be in effect for the District program.
3. District contributions to these benefits for a teacher resigning during the school year or who begins service during the year will be proportional to the length of service they have rendered during the year.
4. Employees who resign will be extended an opportunity to participate in the government sponsored COBRA Health Insurance Program.
5. The District will pay premiums for persons on sick leave or sabbatical leave. Persons on leave without pay may remain in the group by transferring to the COBRA plan for a maximum of eighteen months by paying full premiums.
6. Individuals will be afforded the opportunity to participate in a 403(b) TSA program through payroll deduction.

LEAVE OF ABSENCE

The Board grants leaves upon recommendation of the Superintendent. To obtain a leave of absence, which may be taken for a semester or a year, an employee must make his or her request in writing to the Superintendent. In the letter requesting a leave, he or she should state the reason for the leave, the semester or year for which the leave is requested, and any other information required for the particular type of leave desired. Specified acceptable reasons for leaves of absence which are not covered by other leave policies include personal illness, bodily injury, illness in the immediate family, maternity, professional study, full-time officer of state or national educational association, or an assignment with the state or national government. Leave under this Policy may also be granted for the purpose of campaigning for elective office or serving in an elected or appointed public office. The following conditions apply to a leave of absence under this Policy:

- A. The employee will receive no compensation or benefits for the duration of the leave, nor will the employee accrue salary credit or seniority during the leave of absence;

- B. Upon expiration of the leave, the employee will be placed in an equivalent job position and salary schedule placement as that held when going on leave;
- C. All benefits, including seniority and accrued sick leave to which the employee was entitled at the time the leave of absence began, will be restored upon his or her return to active duty with the District; and
- D. The employee will notify the District prior to 30 days before the end of the first semester or 60 days before the end of the second semester as to the employee's intention to return to work, extend the leave, or resign.

Only persons with three or more years of service in the District will be eligible for leave of absence under the provisions of this Policy. Leaves may be granted for no more than one year at a time. Persons on leave may request an extension of leave on the same basis as if they were under contract. A maximum of three cumulative years leave of absence may be granted to any one person (excluding any personnel granted a leave of absence for leave time prior to July 1, 2005).

Granting a leave by the Board signifies its intention to re-employ the person upon termination of his or her leave. Acceptance of other employment by the employee during the term of the leave will constitute a resignation from District employment.

Emergency situations which impact on the individual's leave status to cause an acceptance of other employment may be presented or appealed to the Board on a case-by-case basis.

SABBATICAL LEAVE

Certified teachers may be granted a one year leave for the purpose of obtaining a specialist degree or a doctorate. A teacher approved for such leave will receive one-half of his or her salary for the year just preceding the year leave. Such leave may be extended for one additional year with no pay by agreement with both parties. Conditions for granting such leave will include the following:

- A. The teacher must have completed six years District service;
- B. The teacher will make written application to the Superintendent of schools at least six months prior to the beginning of the leave. The applicant should state tentative study plans, how such studies will contribute to service to the District, and other pertinent information as may be requested by the District;
- C. The teacher agrees to work in the District at least three years immediately following the leave of absence;
- D. The teacher will sign a promissory note to the District for the total amount of salary and benefits received from the District during their period of leave. This note will be discounted at the rate of thirty-three and one-third percent for each year's acceptable service immediately following the leave;
- E. During the sabbatical leave the certified teacher will be entitled to full insurance benefits and retirement credit based upon the salary they will receive. Payment of their one-half salary will be on the same salary schedule as other teachers;
- F. The District will reemploy the teacher after the leave at a salary based upon the teacher's position on the District certified salary schedule. The teacher will receive the same experience

credit they had at the time of leave and academic credit for work completed by November 1 of the year they return to work. Upon returning to full-time service, the teacher will retain all benefits as provided in District policies that they had at the beginning of the leave. Failure on the part of the District to reemploy the teacher will nullify the teacher's obligations to the District, and

G. The District may allow a maximum of three leaves per year.

FUNERAL LEAVE

A maximum of four (4) days leave with full pay for one bereavement is allowed employees who have death in the immediate family. Immediate family will be defined to include the husband, wife, child, mother (or legal guardian), father (or legal guardian), father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandchild, daughter-in-law, son-in-law, or other members of the family residing in the same household. Also included are the brothers-in-law, sisters-in-law, aunts, uncles, nephews, nieces, and grandparents of the employee or his or her spouse. Not more than eight days for total leaves under this policy may be granted in one year.

When a death in the immediate family is imminent, an employee may apply in writing to the Superintendent or designee for leave to be charged to the four-day maximum bereavement allocation described in paragraph one.

For funerals outside the immediate family, only the cost of the substitute will be deducted from the employee's salary or Personal Business Leave may be taken as per Policy 3.11.

For funerals of current students or current staff members, reasonable efforts will be made to enable teachers at the affected school to attend without deduction.

ACCESS TO BUILDINGS

Duly-authorized representatives of all Professional Organizations will be permitted to transact official Association business on school property with individual faculty members during the following times:

- Prior to 8:00 a.m.;
- After 3:30 p.m.; and/or
- During the individual teacher's planning or lunch period with the teacher's consent.

Visits to any individual school by a representative who is not an employee of the District should be limited to no more than two visits per faculty member per month. Additional meetings may be granted upon notification to the Superintendent or his/her designee. Representatives will sign in at the principal's office on each visit.

Legal Reference: A.C.A. § 6-17-201

Additional Reference: ASBA Model Policies

Date Adopted: 2/24/2020

Last Revised: