

8.5—RESERVED

8.5.1—CLASSIFIED EMPLOYEES SICK LEAVE – EDUCATIONAL OFFICE ADMINISTRATIVE ASSISTANTS (OAA) AND OTHER OFFICE PERSONNEL

Educational OAAs and other office personnel are allowed sick leave for personal illness according to the provisions and schedule listed below:

A. SICK LEAVE ACCUMULATION:

Each employee will receive a minimum of one day per month or major portion thereof sick leave per year at full pay. Sick leave that is unused by an employee during any school year will be accumulated for such employee’s sick leave account at a rate of one day per month or major portion thereof with unlimited accumulated sick leave. An employee who qualifies for sick leave may use any amount up to his or her total number of accumulated days. Employees coming into the District will be credited with accumulated leave as per state law.

B. EXTENDED LEAVE:

In the event an employee in the District exhausts his or her sick leave under Section A of this Policy, he or she will be allowed an additional one hundred fifteen (115) days to be used over a lifetime with only the cost of the substitute salary being deducted. Extended Leave that is unused by an employee during any school year will be accumulated for use in subsequent school years while the employee is employed by the District. This provision will be administered annually as needed using the following guidelines:

| <u>Years’ Experience</u> | <u>Leave</u> |
|--------------------------|--------------|
| 0-1 Year | 10 days |
| 2-20 Years | 5 days |

Sick leave benefits provided in Sections A and/or B of this Policy may be claimed beginning the first day of the contract.

C. CATASTROPHIC AND DREAD DISEASE LEAVE:

An employee who becomes unable to perform his or her duties due to an injury or disease certified by the treating physician will be granted up to thirty days leave at full pay in one year or seventy-five days leave with full pay during the total employment tenure of the individual. Additional leave with only the cost of the substitute’s salary being deducted will be granted annually as needed at the following rate:

| | |
|-----------------------------|----------|
| Up to 5 years’ service | 30 days |
| Five to 10 years’ service | 60 days |
| More than 10 years’ service | 150 days |

Benefits under this Section are payable for time of illness or incapacitation during the dates of service in the contract. The employee must exhaust sick leave under Section A before using leave under Section C.

Eligibility under this Section may be established any time on or after the date of signing a contract. Once eligibility has been established, benefits may be claimed more than once in a school year for the initial injury, disease, or complication. Additional eligibility must be established each year or for any unrelated injury or disease.

Physician statements verifying that the employee is unable to work must be provided to the District as requested. The District may request a confirming statement about the status of an employee's incapacitation from a physician of its choice.

D. EXHAUSTION OF SICK LEAVE:

If an employee should take sick leave after exhausting all leave under Sections A, B, and C of this Policy, it will result in an immediate deduction of salary at his or her daily rate of pay for each day taken. Upon resignation prior to the end of an employee's contract, any sick leave that has been used but not earned will be deducted from the final payment at the employee's daily rate of pay.

E. PHYSICIAN'S STATEMENT:

The treating physician's statement may be requested by the principal or Superintendent from any employee who is absent due to personal illness. The District may request a confirming statement about the status of an employee's illness from a physician of its choice.

F. WORKERS COMPENSATION:

An employee eligible for worker's compensation benefits should make application for those benefits. The District will use the employee's accumulated sick leave until exhausted so that when combined with workers' compensation he or she will receive payment equivalent to his or her regular weekly salary. Sick leave time used in conjunction with workers' compensation will be computed on the same basis as regular sick leave. Payments made to an employee under any District plan or Policy shall be considered advance payment of compensation under the Arkansas Workers' Compensation Act; the District shall be entitled to a dollar for dollar credit toward the total amount of indemnity benefits due.

G. SEVERANCE AND RETIREMENT:

If after ten or more years of service to the District an employee leaves the District, that employee, upon separation, will receive payment of his or her unused portion of sick leave to a maximum of one hundred twenty days at the base rate of current applicable substitute pay. Payment will be made only for unused earned sick leave that is accumulated under Section A of this Policy.

H. Reserved

I. DEATH:

If an employee dies while employed in the District, that employee's beneficiary will receive payment at the base rate of current applicable substitute clerical pay of the unused portion of the employee's sick leave to a maximum of one hundred twenty days which had accumulated while the deceased was employed in the District. Payment will be made only for unused earned sick leave that was accumulated under Section A of this Policy.

J. CARE OF A CHILD FOLLOWING BIRTH OR ADOPTION:

Upon request each employee may be granted a maximum of thirty days paid leave with only the reduction for the current base rate of substitute pay for the purpose of caring for a child following birth or adoption. The employee is entitled to one leave per child and agrees to not take an additional paying job during the leave of absence. Upon return from such leave the employee will be placed at the position on the salary schedule the employee would have attained had he or she worked in the District during such period.

K. FAMILY ILLNESS:

Leave under this Policy will be charged against the employee's sick leave entitlement in Sections A and/or B of the District's sick leave Policy. Illness must be in the immediate family which is defined in this Policy to include the employee's spouse, children, grandchildren, and parents or the spouse's parents (or legal guardians). Other relatives living in the same house with the employee are included as members of the immediate family. Sick leave for personal illness and/or illness in the immediate family will be treated as one entitlement and cannot be duplicated.

For illness in the family but outside the immediate family, only the cost of the substitute will be deducted from the employee's pay to a maximum of fifteen days per school year.

Legal References: A.C.A. §§ 6-17-1301 et seq.
 29 U.S.C. §§ 2601 et seq.
 29 C.F.R. §§ 825.100 et seq.

Additional Reference: ASBA Model Policies

Date Adopted: June 22, 2020
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8.5.2—CLASSIFIED EMPLOYEES SICK LEAVE – SECURITY AND FACILITIES

Security and facilities employees are allowed sick leave according to the provisions listed below:

A. SICK LEAVE ACCUMULATION:

Each employee will receive a minimum of one day per month or major portion thereof sick leave per year at full pay. Sick leave that is unused by an employee during any school year will be accumulated for such employee’s sick leave account at a rate of one day per month or major portion thereof with unlimited accumulated sick leave. An employee who qualifies for sick leave may use any amount up to his or her total number of accumulated days. Employees coming into the District will be credited with accumulated leave as per state law.

Sick leave benefits provided in Section A of this Policy may be claimed beginning the first day of the contract.

B. Reserved

C. CATASTROPHIC AND DREAD DISEASE LEAVE:

An employee who becomes unable to perform his or her duties due to an injury or disease certified by the treating physician will be granted up to thirty days leave at full pay in one year or seventy-five days leave with full pay during the total employment tenure of the individual. Additional leave with only the cost of the substitute salary being deducted will be granted annually as needed at the following rate:

| | |
|-----------------------------|----------|
| Up to 5 years’ service | 30 days |
| Five to 10 years’ service | 60 days |
| More than 10 years’ service | 150 days |

Benefits under this Section are payable for time of illness or incapacitation during the dates of service in the contract. The employee must exhaust sick leave under Section A before using leave under Section C.

Eligibility under this Section may be established any time on or after the date of signing a contract. Once eligibility has been established, benefits may be claimed more than once in a school year for the initial injury, disease, or complication. Additional eligibility must be established each year or for any unrelated injury or disease.

Physician statements verifying that the employee is unable to work must be provided to the District as requested. The District may request a confirming statement about the status of an employee’s incapacitation from a physician of its choice.

D. EXHAUSTION OF SICK LEAVE:

If an employee should take sick leave after exhausting all leave under Sections A, B, and C of this Policy, it will result in an immediate deduction of salary at his or her daily rate of pay for each day taken. Upon resignation prior to the end of an employee's contract any sick leave that has been used but not earned will be deducted from the final payment at the employee's daily rate of pay.

E. PHYSICIAN'S STATEMENT:

The treating physician's statement may be requested by the principal or Superintendent from any employee who is absent due to personal illness. The District may request a confirming statement about the status of an employee's illness from a physician of its choice.

F. WORKERS COMPENSATION:

An employee eligible for worker's compensation benefits should make application for those benefits. The District will use the employee's accumulated sick leave until exhausted so that when combined with workers' compensation he or she will receive payment equivalent to his or her regular weekly salary. Sick leave time used in conjunction with workers' compensation will be computed on the same basis as regular sick leave.

Payments made to an employee under any District plan or Policy shall be considered advance payment of compensation under the Arkansas Workers' Compensation Act; the District shall be entitled to a dollar for dollar credit toward the total amount of indemnity benefits due.

G. SEVERANCE AND RETIREMENT:

If after ten or more years of service to the District an employee leaves the District, that employee, upon separation, will receive payment of his or her unused portion of sick leave to a maximum of one hundred twenty days at the base rate of current applicable substitute pay.

Payment will be made only for unused earned sick leave that is accumulated under Section A of this Policy.

H. Reserved

I. DEATH:

If an employee dies while employed in the District, that employee's beneficiary will receive payment at the base rate of current applicable substitute pay of the unused earned portion of the employee's sick leave to a maximum of one hundred twenty days which had accumulated while the deceased was employed in the District. Payment will be made only for unused earned sick leave that was accumulated under Section A of this Policy.

J. CARE OF A CHILD FOLLOWING BIRTH OR ADOPTION:

Upon request each employee may be granted a maximum of thirty days paid leave with only the reduction for the current base rate of substitute pay for the purpose of caring for a child following birth or adoption. The employee is entitled to one leave per child and agrees to not take an additional paying job during the leave of absence. Upon return from such leave the employee will be placed at the position on the salary schedule the employee would have attained had he or she worked in the District during such period.

K. FAMILY ILLNESS:

Leave under this Policy will be charged against the employee's sick leave entitlement in Sections A and/or B of the District's sick leave Policy. Illness must be in the immediate family which is defined in this Policy to include the employee's spouse, children, grandchildren, and parents or the spouse's parents (or legal guardians). Other relatives living in the same house with the employee are included as members of the immediate family. Sick leave for personal illness and/or illness in the immediate family will be treated as one entitlement and cannot be duplicated.

For illness in the family but outside the immediate family, only the cost of the substitute will be deducted from the employee's pay to a maximum of fifteen days per school year.

Legal References: A.C.A. §§ 6-17-1301 et seq.
 29 U.S.C. §§ 2601 et seq.
 29 C.F.R. §§ 825.100 et seq.

Reference: ASBA Model Policies

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8.5.3—CLASSIFIED EMPLOYEES SICK LEAVE – CHILD NUTRITION

Child Nutrition employees are allowed sick leave according to the provisions listed below:

A. SICK LEAVE ACCUMULATION:

Each employee will receive a minimum of one day per month or major portion thereof sick leave per year at full pay. Sick leave that is unused by an employee during any school year will be accumulated for such employee's sick leave account at a rate of one day per month or major portion thereof with unlimited accumulated sick leave. An employee who qualifies for sick leave may use any amount up to his or her total number of accumulated days. Employees coming into the District will be credited with accumulated leave as per state law.

Sick leave benefits provided in Section A of this Policy may be claimed beginning the first day of the contract.

B. Reserved

C. CATASTROPHIC AND DREAD DISEASE LEAVE:

An employee who becomes unable to perform his or her duties due to an injury or disease certified by the treating physician will be granted up to thirty days leave at full pay in one year or seventy-five days leave with full pay during the total employment tenure of the individual. Additional leave with only the cost of the substitute salary being deducted will be granted annually as needed at the following rate:

| | |
|-----------------------------|----------|
| Up to 5 years' service | 30 days |
| Five to 10 years' service | 60 days |
| More than 10 years' service | 150 days |

Benefits under this Section are payable for time of illness or incapacitation during the dates of service in the contract. The employee must exhaust sick leave under Section A before using leave under Section C.

Eligibility under this Section may be established any time on or after the date of signing a contract. Once eligibility has been established, benefits may be claimed more than once in a school year for the initial injury, disease, or complication. Additional eligibility must be established each year or for any unrelated injury or disease.

Physician statements verifying that the employee is unable to work must be provided to the District as requested. The District may request a confirming statement about the status of an employee's incapacitation from a physician of its choice.

D. EXHAUSTION OF SICK LEAVE:

If an employee should take sick leave after exhausting all leave under Sections A, B, and C of this Policy, it will result in an immediate deduction of salary at his or her daily rate of pay for each day taken. Upon resignation prior to the end of an employee's contract any sick leave that has been used but not earned will be deducted from the final payment at the employee's daily rate of pay.

E. PHYSICIAN'S STATEMENT:

The treating physician's statement may be requested by the principal or Superintendent from any employee who is absent due to personal illness. The District may request a confirming statement about the status of an employee's illness from a physician of its choice.

F. WORKERS COMPENSATION:

An employee eligible for worker's compensation benefits should make application for those benefits. The District will use the employee's accumulated sick leave until exhausted so that when combined with workers' compensation he or she will receive payment equivalent to his or her regular weekly salary. Sick leave time used in conjunction with workers' compensation will be computed on the same basis as regular sick leave.

Payments made to an employee under any District plan or Policy shall be considered advance payment of compensation under the Arkansas Workers' Compensation Act; the District shall be entitled to a dollar for dollar credit toward the total amount of indemnity benefits due.

G. SEVERANCE AND RETIREMENT:

If after ten or more years of service to the District an employee leaves the District, that employee, upon separation, will receive payment of his or her unused portion of sick leave to a maximum of one hundred twenty days at the base rate of current applicable substitute pay.

Payment will be made only for unused earned sick leave that is accumulated under Section A of this Policy.

H. Reserved

I. DEATH:

If an employee dies while employed in the District, that employee's beneficiary will receive payment at the base rate of current applicable substitute pay of the unused earned portion of the employee's sick leave to a maximum of one hundred twenty days which had accumulated while the deceased was employed in the District. Payment will be made only for unused earned sick leave that was accumulated under Section A of this Policy.

J. CARE OF A CHILD FOLLOWING BIRTH OR ADOPTION:

Upon request each employee may be granted a maximum of thirty days paid leave with only the reduction for the current base rate of substitute pay for the purpose of caring for a child following birth or adoption. The employee is entitled to one leave per child and agrees to not take an additional paying job during the leave of absence. Upon return from such leave the employee will be placed at the position on the salary schedule the employee would have attained had he or she worked in the District during such period.

K. FAMILY ILLNESS:

Leave under this Policy will be charged against the employee's sick leave entitlement in Sections A and/or B of the District's sick leave Policy. Illness must be in the immediate family which is defined in this Policy to include the employee's spouse, children, grandchildren, and parents or the spouse's parents (or legal guardians). Other relatives living in the same house with the employee are included as members of the immediate family. Sick leave for personal illness and/or illness in the immediate family will be treated as one entitlement and cannot be duplicated.

For illness in the family but outside the immediate family, only the cost of the substitute will be deducted from the employee's pay to a maximum of fifteen days per school year.

Legal References: A.C.A. §§ 6-17-1301 et seq.
 29 U.S.C. §§ 2601 et seq.
 29 C.F.R. §§ 825.100 et seq.

Reference: ASBA Model Policies

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8.5.4—CLASSIFIED EMPLOYEES SICK LEAVE – PARAPROFESSIONALS

Paraprofessional employees are allowed sick leave according to the provisions listed below:

A. SICK LEAVE ACCUMULATION:

Each employee will receive a minimum of one day per month or major portion thereof sick leave per year at full pay. Sick leave that is unused by an employee during any school year will be accumulated for such employee's sick leave account at a rate of one day per month or major portion thereof with unlimited accumulated sick leave. An employee who qualifies for sick leave may use any amount up to his or her total number of accumulated days. Employees coming into the District will be credited with accumulated leave as per state law.

Sick leave benefits provided in Section A of this Policy may be claimed beginning the first day of the contract.

B. Reserved

C. CATASTROPHIC AND DREAD DISEASE LEAVE:

An employee who becomes unable to perform his or her duties due to an injury or disease certified by the treating physician will be granted up to thirty days leave at full pay in one year or seventy-five days leave with full pay during the total employment tenure of the individual. Additional leave with only the cost of the substitute's salary being deducted will be granted annually as needed at the following rate:

| | |
|-----------------------------|----------|
| Up to 5 years' service | 30 days |
| Five to 10 years' service | 60 days |
| More than 10 years' service | 150 days |

Benefits under this Section are payable for time of illness or incapacitation during the dates of service in the contract. The employee must exhaust sick leave under Section A before using leave under Section C.

Eligibility under this Section may be established any time on or after the date of signing a contract. Once eligibility has been established benefits may be claimed more than once in a school year for the initial injury, disease, or complication. Additional eligibility must be established each year or for any unrelated injury or disease.

Physician statements verifying that the employee is unable to work must be provided to the District as requested. The District may request a confirming statement about the status of an employee's incapacitation from a physician of its choice.

D. EXHAUSTION OF SICK LEAVE:

If an employee should take sick leave after exhausting all leave under Sections A, B, and C ~~A and B~~ of this Policy, it will result in an immediate deduction of salary at his or her daily rate of pay for each day taken. Upon resignation prior to the end of an employee's contract any sick leave that has been used but not earned will be deducted from the final payment at the employee's daily rate of pay.

E. PHYSICIAN'S STATEMENT:

The treating physician's statement may be requested by the principal or Superintendent from any employee who is absent due to personal illness. The District may request a confirming statement about the status of an employee's illness from a physician of its choice.

F. WORKERS COMPENSATION:

An employee eligible for worker's compensation benefits should make application for those benefits. The District will use the employee's accumulated sick leave until exhausted so that when combined with workers' compensation he or she will receive payment equivalent to his or her regular weekly salary. Sick leave time used in conjunction with workers' compensation will be computed on the same basis as regular sick leave.

Payments made to an employee under any District plan or Policy shall be considered advance payment of compensation under the Arkansas Workers' Compensation Act; the District shall be entitled to a dollar for dollar credit toward the total amount of indemnity benefits due.

G. SEVERANCE AND RETIREMENT:

If after ten or more years of service to the District an employee leaves the District, that employee, upon separation, will receive payment of his or her unused portion of sick leave to a maximum of one hundred twenty days at the base rate of current applicable substitute pay.

Payment will be made only for unused earned sick leave that is accumulated under Section A of this Policy.

H. Reserved

I. DEATH:

If an employee dies while employed in the District, that employee's beneficiary will receive payment at the base rate of current applicable substitute pay of the unused earned portion of the employee's sick leave to a maximum of one hundred twenty days which had accumulated while the deceased was employed in the District. Payment will be made only for unused earned sick leave that was accumulated under Section A of this Policy.

J. CARE OF A CHILD FOLLOWING BIRTH OR ADOPTION:

Upon request each employee may be granted a maximum of thirty days paid leave with only the reduction for the current base rate of substitute pay for the purpose of caring for a child following birth or adoption. The employee is entitled to one leave per child and agrees to not take an additional paying job during the leave of absence. Upon return from such leave the employee will be placed at the position on the salary schedule the employee would have attained had he or she worked in the District during such period.

K. FAMILY ILLNESS:

Leave under this Policy will be charged against the employee's sick leave entitlement in Sections A and/or B of the District's sick leave Policy. Illness must be in the immediate family which is defined in this Policy to include the employee's spouse, children, grandchildren, and parents or the spouse's parents (or legal guardians). Other relatives living in the same house with the employee are included as members of the immediate family. Sick leave for personal illness and/or illness in the immediate family will be treated as one entitlement and cannot be duplicated.

For illness in the family but outside the immediate family, only the cost of the substitute will be deducted from the employee's pay to a maximum of fifteen days per school year.

Legal References: A.C.A. §§ 6-17-1301 et seq.
 29 U.S.C. §§ 2601 et seq.
 29 C.F.R. §§ 825.100 et seq.

Reference: ASBA Model Policies

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8.5.5—CLASSIFIED EMPLOYEES SICK LEAVE – TRANSPORTATION

Transportation employees are allowed sick leave according to the provisions listed below:

Each employee will receive a minimum of one day per month or major portion thereof sick leave per year at full pay. This leave may be used for personal illness or illness in the immediate family. Sick leave that is unused during any one school year will be accumulated for the employee's sick leave account at a rate of one day per month or major portion thereof until thirty days have been accumulated. This Policy becomes effective July 1, 2004.

The treating physician's statement may be required. The District may also require a confirming statement about the status of the employee's illness from a physician of its choice.

Payments made to an employee under any District plan or Policy shall be considered advance payment of compensation under the Arkansas Workers' Compensation Act; the District shall be entitled to a dollar for dollar credit toward the total amount of indemnity benefits due.

A physician's certificate may be requested at any time by the immediate supervisor from any employee who is absent due to illness.

Family illness will be charged against the staff member's sick leave entitlement. Illness must be in the immediate family which is defined in this Policy to include the employee's spouse, children, grandchildren and parents or the spouse's parents (or legal guardians). Other relatives living in the same house as the employee are included as members of the immediate family. Sick leave for personal illness and/or illness in the immediate family will be treated as one entitlement and cannot be duplicated. For illness in the family but outside the immediate family, only the cost of the substitute will be deducted from the employee's pay to a maximum of fifteen days per school year.

Legal References: A.C.A. §§ 6-17-1301 et seq.
 29 U.S.C. §§ 2601 et seq.
 29 C.F.R. §§ 825.100 et seq.

Additional Reference: ASBA Model Policies

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