

<b>SICK LEAVE</b>
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**G. SEVERANCE:**

If after ten or more years service to the Fort Smith Public Schools 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 substitutes' pay. Payment will be made only for unused sick leave that is accumulated under section A of this policy. ~~Application for payment must be made at the time of severance. This policy will become effective for the 1995-96 school year.~~

**H. RETIREMENT:**

If after five or more years service to the Fort Smith Public Schools an employee retires, 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 substitutes' pay. Payment will be made only for unused sick leave that is accumulated under section A of this policy. ~~Application for payment must be made at the time of retirement.~~ In the event an employee with three or four years of service to the Fort Smith Public Schools retires, that employee, upon separation, will receive payment of his or her unused portion of sick leave which he or she has accumulated while employed in the Fort Smith School District at the base rate of current substitute's pay. ~~Application for payment must be made at the time of retirement. This policy will become effective for the 2005-06 school year.~~

<b>SICK LEAVE</b>
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All Fort Smith Public School certified employees are allowed sick leave for personal illness according to the provisions and schedule listed below (also see *Family Illness*):

**A. SICK LEAVE ACCUMULATION:**

In accordance with Arkansas state law, 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 a certified employee in the Fort Smith School 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:

<u>Years of Service</u>	<u>Leave</u>
0-5 years	30 days
5-10 years	60 days
10 and above	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 School 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.

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Payment will be made only for unused sick leave that is accumulated under section A of this policy.

**H. RETIREMENT:**

If after five or more years service to the Fort Smith Public Schools an employee retires, 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 substitutes' pay. Payment will be made only for unused sick leave that is accumulated under section A of this policy. In the event an employee with three or four years of service to the Fort Smith Public Schools retires, that employee upon separation will receive payment of his or her unused portion of sick leave which he or she has accumulated while employed in the Fort Smith School District at the base rate of current substitute's pay.

**I. DEATH:**

If a certified employee dies while employed in the Fort Smith School District, that employee's beneficiary will receive payment at the base rate of current substitute's 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 Fort Smith School District. Payment will be made only for unused sick leave that was accumulated under section A of this policy.

Any accrued sick leave which is used to establish additional retirement credit is not eligible for payment under 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 substitutes' 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 taught in the District during such period.

**K. FAMILY AND MEDICAL LEAVE:**

Pursuant to the *Family and Medical Leave Act of 1993*, the Fort Smith School District will grant unpaid leave which when combined with other paid leave should not exceed a maximum of sixty days (twelve weeks) during any one rolling-year period (a "rolling" twelve-month period is measured backward from the date an employee uses FMLA leave).

All eligible employees may be granted leave under this provision for one or more of the following reasons:

1. The birth of a child of the employee and in order to care for such child.
2. The placement of a child with the employee for adoption or foster care.
3. To care for the spouse, child, or parent of the employee in the case of a serious health condition.
4. A serious health condition that makes the employee unable to perform the function of the position of such employee.

In addition to the provisions of the previous paragraph, employees may be eligible for leave related to military service:

1. Eligible employees may be granted up to 12 weeks of leave because of “any qualifying exigency” (as defined by federal regulation) arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty status, in support of a contingency operation.
2. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty may be granted up to 26 weeks of leave in a single 12-month period to care for the service member. This military caregiver leave is available during “a single 12-month period” during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave.

For purposes of leave taken under this section, a serious health condition means an illness, injury, impairment, or physical or mental condition that includes:

1. In-patient care in a hospital, hospice, or residential medical care facility, or
2. Continuing treatment by a healthcare provider.

Eligibility under this section requires that an employee has been employed by the District for at least one fiscal year and has worked 1250 hours over the previous twelve months.

The request for family/medical leave under this provision should be made in writing to the Assistant Superintendent for Human Resources thirty days prior to the beginning of the leave.

Medical certification from a licensed, practicing healthcare provider must be provided with the application for FMLA. The certification must verify the need for the leave and the estimated length of the leave. The certification must include a statement that the employee is unable to perform the required functions of his or her position when applicable.

Second Reading  
June 25, 2018

**GCBDBA (5)**

Leave granted under this provision will be in conjunction with (not in addition to) other paid or partially-paid sick leave provided by the District. Other paid or partially-paid leave which qualifies as a family/medical leave will be substituted for days provided under this section.

This section will be administered in compliance with the *Family and Medical Leave Act of 1993*.

Revised May 2018  
Approved 5-20-13  
Supersedes GCBDBA dated 5-23-11  
Supersedes GCBDBA dated 6-22-09  
Supersedes GCBDBA 4-28-08  
Supersedes GCBDBA 6-25-07  
Supersedes GCBDBA dated 5-23-

<b>VACATION</b>
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The vacation policy which will pertain to all certified twelve-month employees applies as follows:

Vacation entitlement is earned from July 1 to June 30. This vacation may be taken beginning June 1 of the year earned and should be taken not later than June 30 of the following fiscal year. Unused vacation leave ~~up to twenty days~~ will be carried over to a new fiscal year, provided that ~~Effective July 1, 2006~~, the maximum accumulation of vacation days, including the final year of service with the Fort Smith School District, will be thirty-five days.

- A. Employees who work fewer than twenty contract days will have earned no vacation.
- B. Employees will earn vacation at the rate listed on the table listed below. An employee must work the full calendar month from the first available contract day of that month to the last available contract day of that month to earn a vacation day (as listed below) for the month:

<u>Years of Fort Smith “Experience Credit”</u>	<u>Rate Vacation is Earned</u>	<u>Maximum Vacation Days Earned per Year</u>
<u>0 to 9</u>	<u>1.00 day per month</u>	<u>10 days</u>
<u>10 to 19</u>	<u>1.25 days per month</u>	<u>15 days</u>
<u>20 and above</u>	<u>1.50 days per month</u>	<u>18 days</u>

- C. Experience credit for out-of-district service may be granted upon application to the Superintendent of Schools.
- D. Vacation must be taken in ½ day or full day increments only.
- E. Upon separation, an employee will be paid for any vacation earned up to thirty-five days in accordance with the table above.

Second Reading  
June 25, 2018

- B. ~~Employees will earn vacation at the rate of one day per month up to a maximum of ten days per year (excluding longevity employees who earn fifteen or eighteen days per year). *Exception*—Employees must work from date of employment to next June 1 in order to be eligible for any earned vacation.~~
- C. ~~After an individual has been credited with twenty years Fort Smith experience, he or she will have earned eighteen days of vacation.~~
- D. ~~After an individual has been credited with ten years Fort Smith experience, he or she will~~
- E. ~~From one through nine years of service, an individual has a ten-day vacation entitlement per year.~~
- F. ~~Experience credit for out-of-district service may be granted upon application to the Superintendent of Schools.~~

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- C. Experience credit for out-of-district service may be granted upon application to the Superintendent of Schools.
- D. Vacation must be taken in one-half day or full day increments only.
- E. Upon separation an employee will be paid for any vacation earned up to thirty-five days in accordance with the table above.

Revised May, 2018

Approved 6-22-09

Supersedes GCBE dated 4-28-08

Supersedes GCBE dated 5-23-05

Supersedes GCBE dated 6-26-95

<b>DISRUPTIVE STUDENT BEHAVIOR</b>
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~~Any classroom teacher may temporarily exclude a student from the classroom when the employee judges the student=s behavior to be disruptive of the instructional program.~~

~~The teacher must confer as soon as possible with the school administrator(s) and/or parent of the student about the reasons for temporary exclusion.~~

~~Before returning to the classroom, there must be a conference which will include at least the principal or assistant principal and the teacher. The parent will be notified by phone or requested to attend the conference.~~

~~The Fort Smith School District administration will maintain a student conduct and discipline handbook which contains discipline penalties, including suspension and expulsion. This discipline handbook will be made available to staff members and to parents.~~

The Fort Smith School District is committed to fostering a classroom environment conducive to academic success and personal growth. The district will follow all laws, district policies, and controlling regulations regarding student discipline.

Any case of assault upon a ~~member of the teaching staff~~ certified employee will be promptly reported to the administration. Time lost by a teacher in connection with any school-related physical assault incident will not be charged against the teacher.

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Any case of assault upon a certified employee will be promptly reported to the administration. Time lost by a teacher in connection with any school-related physical assault incident will not be charged against the teacher.

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Approved 7-26-93  
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