

### 3.8—LICENSED PERSONNEL SICK LEAVE

#### DEFINITIONS

**Employee** is a full-time employee of the District.

**Sick Leave** is absence from work due to illness, whether by the employee or a member of the employee's immediate family.

**Excessive Sick Leave** is absence from work, whether paid or unpaid, that exceeds twelve (12) days in a contract year for an employee and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the American's With Disabilities Act; or due to a compensable Workers' Compensation claim.

**Grossly Excessive Sick Leave** is absence from work, whether paid or unpaid, that exceeds ten percent (10%) of the employee's contract length and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the American's With Disabilities Act; or due to a compensable Workers' Compensation claim.

**Current Sick Leave** means those days of sick leave for the current contract year, which leave is granted at the rate of one (1) day of sick leave per contracted month, or major part thereof.

**Accumulated Sick Leave** is the total of unused sick leave accrued from previous contracts, but not used. Accumulated sick leave also includes the sick leave transferred from an employee's previous public school employment.

**Immediate family** means an employee's spouse, children, grandchildren, parents or legal guardian, spouse's parents or legal guardian or other relatives living in employee's house.

All District certified employees are allowed sick leave for personal illness according to the provisions and schedule listed below:

#### **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 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' Experience</u>	<u>Leave</u>
0 - 5 Years	30 days
5 - 10 Years	60 days
10 & 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 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:**

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

**H. RETIREMENT:**

If after three or more years' service to the District 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 (120) 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.

**I. DEATH:**

If a certified employee dies while employed in the 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 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. IMMEDIATE FAMILY ILLNESS:**

Employees may take sick leave under Sections A and/or B for absence due to illness of the employee's Immediate Family.

**L. FAMILY ILLNESS OUTSIDE THE IMMEDIATE FAMILY:**

The cost of substitute will be deducted from the employee's pay for absences for family illnesses outside of Immediate Family up to a maximum of fifteen (15) days per school year.

**M. EXCESSIVE ABSENTEEISM**

If the employee's absences are excessive or grossly excessive as defined by this policy, disciplinary action may be taken against the employee, which could include termination or nonrenewal of the contract of employment. The superintendent shall have the authority when making his/her determination to consider the totality of circumstances surrounding the absences and their impact on district operations or student services.

Legal References:           A.C.A. §§ 6-17-1201 et seq.  
                                  29 U.S.C. §§ 2601 et seq.  
                                  29 C.F.R. part 825

Additional Reference: ASBA Model Policies

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