

### 3.8—SICK LEAVE

#### Definitions

1. “Employee” is a full-time employee of the District.
2. “Sick Leave” is absence from work due to illness or hospitalization, whether by the employee or a member of the employee’s immediate family, or due to a death in the immediate family. **When an employee is absent for four (4) or more consecutive days, a physician statement documenting the illness is required. Sick leave will not be paid until the documentation is received. This requirement applies to all absences, those subject to FMLA leave and those that are not.**
3. “Bereavement Leave” is the absence of work due to a death outside of the employee’s immediate family.
4. “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.
5. “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.
6. “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.
7. “Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of ninety (90) days accrued from previous contracts, but not used. Accumulated sick leave also includes the sick leave transferred from an employee’s previous public school employment.<sup>1</sup>
8. “Immediate family” means an employee’s spouse, child, parent, parent-in-law, grandparent, sibling, grandchild, or any other relative provided the other relative lives in the same household as the teacher.
9. “Natural Disaster” is a fire, flood, tornado, hurricane, earthquake or other event as approved by the superintendent (or designee).
10. “Military Spouse/Child/Parent Deployment Leave” is leave that may be taken by the spouse, parent (legal guardian), or child of an active duty Armed Forces service member when said member travels to, or returns from, a military assigned deployment that meets or exceeds one-hundred twenty (120) days.

## **Bereavement Leave**

All licensed employees may take two (2) bereavement days per contract year. These days are not additional leave days and will be deducted from the employee's accumulated sick leave. Death in the immediate family qualifies for use of sick leave and should be reported as sick leave rather than bereavement leave. The Superintendent (or designee) maintains the right to provide extended Bereavement Leave under extenuating circumstances.

## **Natural Disaster Leave**

If an employee or a member of the employee's immediate family is a victim of a natural disaster, the employee may take leave necessary to recover. These days are not additional leave days and will be deducted from the employee's accumulated sick leave. The Superintendent (or designee) will approve all natural disaster leave.

## **Military Spouse/Child/Parent Deployment Leave**

All licensed employees may take two (2) days of Military Spouse/Child/Parent Deployment Leave when the spouse/child/parent travels to, or returns from, military assigned deployment (not to exceed four (4) days in a contract year). These days are not additional leave days and will be deducted from the employee's accumulated sick leave.

## **Sick Leave**

Employees who are adopting or seeking to adopt a minor child or minor children may use up to fifteen (15) sick leave days in any school year for absences relating to the adoption, including time needed for travel, time needed for home visits, time needed for document translation, submission or preparation, time spent with legal or adoption agency representatives, time spent in court, and bonding time. See also, 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE, which also applies. Except for bonding time, documentation shall be provided by the employee upon request.

Pay for sick leave shall be at the employee's daily rate of pay, which is that employee's total contracted salary, divided by the number of days employed as reflected in the contract. Absences for illness in excess of the employee's accumulated and current sick leave shall result in a deduction from the employee's pay at the daily rate as defined above.

If FMLA is applicable, subject to the certification or recertification provisions contained in policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE the District may require a written statement from the employee's physician documenting the employee's illness. Failure to provide such documentation of illness may result in sick leave not being paid, or in discipline up to and including termination.

Should a teacher be absent frequently during a school year, and said absences are not subject to FMLA leave, and if such a pattern of absences continues, or is reasonably expected to continue, the Superintendent may relieve the teacher of his/her assignment (with Board approval) and assign the teacher substitute duty at the teacher's daily rate of pay. Should the teacher fail, or otherwise be unable, to report for substitute duty when called, the teacher will be charged a day of sick leave, if available or if unavailable, the teacher will lose a day's wages at his/her daily rate of pay.

Temporary reassignment may also be offered or required in certain circumstances as provided in 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

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.

### **Sick Leave and Family Medical Leave Act (FMLA) Leave**

When an employee takes sick leave, the District shall determine if the employee is eligible for FMLA leave and if the leave qualifies for FMLA leave. The District may request additional information from the employee to help make the applicability determination. If the employee is eligible for FMLA leave and if the leave qualifies under the FMLA, the District will notify the employee in writing, of the decision within five (5) workdays. If the circumstances for the leave as defined in policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE don't change, the District is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave within any applicable twelve (12) month period. To the extent the employee has accumulated sick leave, any sick leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave including, once an employee exhausts his/her accumulated sick leave, vacation or personal leave. See 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

### **Sick Leave and Outside Employment**

Sick leave related absence from work (e.g. sick leave for personal or family illness or accident, Workers Comp, and FMLA) inherently means the employee is also incapable of working at any source of outside employment. Except as provided in policy 3.44, if an employee who works a non-district job while taking district sick leave for personal or family illness or accident, Workers Comp, or FMLA shall be subject to discipline up to and including termination.

### **Payment for Unused Sick Leave**

At the end of each contract year, licensed employees will be paid for accumulated sick leave in excess of ninety (90) days at the rate of \$60 per day.

### **Payment for Unused Sick Leave and Retirement**

Licensed personnel who have been employed in the Van Buren School District for at least ten (10) years will be compensated upon retirement (separating from the District and immediately entering the Arkansas Teacher Retirement System) for all accumulated sick leave at the current rate of certified substitute pay.

Verification of retirement will be required prior to payment for any accumulated sick leave under the requirements listed above.

Reference: ACA 6-17-(1201-1208)

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