

## 8.5—SICK LEAVE

### Definitions

1. “Employee” is an employee of the District working 20 or more hours per week who is not required to have a teaching license as a condition of his employment.
2. “Sick Leave” is absence from work due to illness, whether by the employee or a member of the employee’s immediate family, or due to a death in the immediate family. **A physician statement documenting the illness is required for employees after the fourth (4<sup>th</sup>) consecutive day of absence. 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 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 day of sick leave per month worked, 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.
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 employee.
9. “Natural Disaster” is a fire, flood, tornado, hurricane, earthquake or other event as approved by the superintendent (or designee).
10. “Military Spouse/Child Deployment Leave” is leave that may be taken by the spouse or parent (legal guardian) 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 employees make 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 Deployment Leave**

All employees may take two (2) days of Military Spouse/Child Deployment Leave when the spouse/child 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.

## **Bus Drivers**

Bus drivers will be allowed to take two (2) days per contract year for personal business. These days are not additional leave days and will be deducted from the driver'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, 8.23—CLASSIFIED 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 hourly rate of pay times the number of hours normally worked per day. 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 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE, the District will 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.

If the employee's absences are excessive or grossly excessive as defined by this 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 8.23—CLASSIFIED 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 8.23—CLASSIFIED 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 8.36, 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, classified employees will be paid for accumulated sick leave in excess of ninety (90) days at the rate of \$40 per day.

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

Classified personnel who have been employed in the Van Buren School District for at least ten (10) years will be compensated upon retirement for all accumulated sick leave at the rate of \$60 per day.

Classified personnel who have been employed by the Van Buren School District for at least ten (10) years and completed at least 25 years in the Arkansas Teacher Retirement System are eligible for one of the following options:

1. Receive payment for accumulated sick leave (\$60 per day) to be distributed in three (3) installments over a three (3) year period immediately preceding retirement or entering the T-Drop phase (sick leave continues to be accrued during the 3 year pay-out period).
2. Continue to accumulate sick leave while employed with the district and be compensated upon retirement (\$60 per day) for all accumulated sick leave.

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

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