

# 3.8WF—LICENSED PERSONNEL SICK LEAVE

## Definitions

1. “Employee” is a full-time employee of the District.
  1. “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 family. The principal shall determine whether sick leave will be approved on the basis of a death outside the immediate family of the employee.
  2. “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 contracted month, or major part thereof. The number of sick days allowed will be as follows:
    - 190-209 contract days - 10 sick leave days
    - 210-230 contract days - 11 sick leave days
    - Over 230 contract days - 12 sick leave days
  3. “Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of ninety (90) days accrued from the previous contract, but not used. Accumulated sick leave also includes the sick leave transferred from an employee’s previous public school employment.
  4. “Immediate family” means an employee’s spouse, child, parent, mother- and father-in-law, sibling, grandparent, grandchild or any other relative provided the other relative lives in the same household as the employee. The principal has the discretion to approve sick leave for an employee for a person not considered immediate family.

## Sick Leave

The principal has the discretion to approve sick leave for an employee to attend the funeral of a person who is not related to the employee, under circumstances deemed appropriate by the principal.

Employees who are adopting or seeking to adopt a minor child or minor children may use accumulated sick leave, personal leave, or vacation days under the provisions of FMLA in any school year for absences relating to the adoption, including the time needed for travel, the time needed for home visits, the 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.

At the discretion of the Superintendent, and, 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.

Whenever a school employee employed by a school district in this state shall leave the school district and accept employment in another school district, the employee shall be granted credit by the new school district for up to ninety (90) days of unused sick leave accumulated by the employee in the former district.

The accumulated and unused sick leave shall be credited to the employee by the district upon receipt of written proof from the school district in which the employee was formerly employed.

An employee shall be credited with one (1) day of sick leave in the event the employee used one (1) day of sick leave on a mandatory professional development (PD) day so long as the employee makes up the missed mandatory PD day on a noncontract day. Costs and expenses associated with the make-up PD shall be the responsibility of the employee unless agreed to in writing by the superintendent or the superintendent's designee for the expenses to be covered by the District.

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 teacher's 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 the teacher's 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 not subject to the FMLA or are in excess of what is protected under the FMLA, excessive absenteeism, to the extent that the employee is not carrying out the employee's assigned duties to an extent that the education of students is substantially adversely affected (at the determination of the principal or Superintendent) may result in termination.

### **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.

### **Reimbursement of Unused Sick Leave**

A payment equal to the existing base substitute teacher pay per day for all sick days accumulated above 90 will be payable at the end of the school year as compensation for licensed personnel.

### **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.

### **Retirement From West Fork School District**

A payment equal to the existing base substitute teacher pay for all unused sick leave will be paid upon an employee's retirement. The last five years of employment must have been continuous in the district. "Retirement" as defined for this purpose shall conform to the definition provided by the Arkansas Teacher Retirement System and the Arkansas Public Employees Retirement System.

Cross References: 3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT  
3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE  
3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

Legal References: A.C.A. § 6-17-1201 et seq.  
29 USC §§ 2601 et seq.  
29 CFR part 825.

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