

**SICK LEAVE:
SUPPORT PERSONNEL**

The Hugo Board of Education shall provide sick leave benefits to all support personnel in order to promote a sense of security and permit an ease of mind that is essential to the satisfactory performance of professional services. The board sets forth the following provisions for administering this policy:

1. The Superintendent or his/her designee shall administer this plan.
2. For the purposes of this policy, support employee is defined as a full-time employee of the school district as determined by the standard period of labor which is customarily understood to constitute full-time employment for the type of services performed by the employee who is employed a minimum of 154 days and who provides those services which are not performed by certified teachers, principals, superintendents or administrators and which are necessary for the efficient and satisfactory functioning of a school district.
3. A support employee may be absent from duty due to a personal accidental injury, illness, or pregnancy, or accidental injury or illness in the immediate family without loss of salary. Sick leave may also be used for routine dental or medical appointments. Benefits shall include paid sick leave of one day per month of employment. The right to such leave shall be vested at the beginning of the school year. Support employees who have a ten-month contract shall receive ten sick days per year. Support employees who have an eleven-month contract shall receive eleven sick leave days per year, and those who have a twelve-month contract shall receive twelve sick leave days per year.
4. Unused sick leave shall be cumulative to a total of 60 days.
5. Any employee who attempts to take unfair advantage of sick leave benefits shall be subject to dismissal or other disciplinary action as provided by contract and/or state law. Any employee may be required to submit appropriate evidence concerning the cause of his/her absence in order to qualify for sick leave benefits as follows:
 - A. Physician's statement endorsed by the employee.
 - B. Employee statement endorsed by the principal or immediate supervisor.
 - C. Other information as may be indicated by the circumstances.
6. Appropriate evidence will be submitted when requested by the principal, immediate supervisor, or the Superintendent as follows:
 - A. Sick leave claim on days of unusual or inclement weather.
 - B. Sick leave claim during the last four weeks of employment.
 - C. Sick leave claim on days immediately preceding or immediately following holidays or non-work days other than weekends.
 - D. Reasonable cause exists to believe that sick leave benefits are being abused.

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7. The sick leave granted to support employees under this policy shall be vested at the time of accrual, that is, upon the completion of the first month's employment, the employee shall have accrued one sick leave day.
8. Accumulated sick leave may be transferred to another school district where a support employee is employed the next succeeding school year in accordance with that district's policies.
9. Support personnel who are employed for the first time in this district and who were employed at another Oklahoma public school district during the year immediately preceding their employment with this district may transfer a maximum of 60 sick leave days. The number of days to be transferred into the district must be certified in writing by the sending school district.
10. Sick leave benefits may not be paid in addition to workers' compensation benefits.
11. Employees will be paid \$50 for each unused sick leave day granted in a school year upon continued employment by the district through November 30th of the subsequent school year. This payment will be added to employees' December pay as a bonus. The bonus is subject to IRS rules as taxable income. **This bonus payment is limited only to the unused sick leave accrued in the previous year.** Sick leave days will not be deleted due to this payment and will continue to accrue as required by law and policy.

REFERENCE: 70 O.S. §6-101.40
70 O.S. §6-104
Atty. Gen. Op. No. 84-12