### 434. SICK LEAVE

<table>
<thead>
<tr>
<th>1. Purpose</th>
<th>SC 1154</th>
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<td>There shall be a sick leave policy for professional employees that ensures that such employees will receive no less than the minimum sick leave provided under law. Such policy shall be in accordance with the following guidelines.</td>
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<th>2. Guidelines</th>
<th>SC 1154</th>
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<td>The district will provide up to ten days annually for sick leave (must be ten minimum) of which all shall be cumulative and is intended for non-work-related use only.</td>
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<tr>
<td>The Board reserves the right to require of any employee claiming sick leave pay sufficient proof, including a physician's certification, of the employee’s illness or disability. The Board shall consider the application of any eligible employee for an extension of sick leave, pursuant to law where applicable, when the employee’s own accumulated sick leave is exhausted.</td>
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#### Sick Leave Bank

Within thirty (30) days of any September 1 included in the term of the collective bargaining agreement, any member of the bargaining unit who has not already done so may contribute one (1) day of sick leave entitlement to the common bank to be administered by the Spring-Ford Area Education Association. When the balance of the bank is below 150 days, members may contribute an additional day. A member of the bank may apply during each year of the collective bargaining agreement, after all other sick leave provisions are exhausted, for a maximum of sixty (60) days at 65% of the employee’s per diem salary.

The administration of the bank is subject to the following regulations as the Association may adopt, subject to concurrence by the school district.

1. Donations to the bank are to be authorized and substantiated by a properly executed form of assignment approved by the school district.
2. The bank is to be administered according to rules which are to be applied in a uniform fashion in relation to each member of the bargaining unit who contributed to this bank.

The following conditions shall be part of this policy.

A. Eligibility

A sick leave shall commence when the employee or agent, if the employee is sufficiently disabled reports the absence. A sick leave day, once commenced, may be reinstated as a working day only with the approval of the Superintendent or designee.

Whatever the claims of disability, no day of absence shall be considered to be a sick leave day on which the employee has engaged in or prepared for other gainful employment, or has engaged in any activity which would raise doubts regarding the validity of the sick leave request.

B. Proof Of Disability

Any employee absent on sick leave may be required to submit a physician's written statement certifying his/her disability.

Such statements, in and of themselves conclusively, may not be presumed to establish the employee's disability.

C. Duration Of Leave

Upon the expiration of all then currently earned and accumulated sick leave, upon request of the employee, the Board may grant unpaid leave for the remainder of the school year.

Should leave be required beyond the end of the school year, an employee may request that the Board grant a one year extension. If granted, the Board may provide a position of like responsibility upon the employee’s return.

D. Records

Attendance records shall be maintained electronically and shall be available to the employee to access.
Benefit for Unused Sick Leave

Professional employees who retire from service within the Spring-Ford Area School District shall receive a non-elective contribution to one or more annuity contracts described in Code Section 403(b) the dollar amount derived from the application of the following schedule payable on the 10th day of the month following the month of retirement.

Accumulated sick leave will be compensated at a rate of 50% of the maximum per diem substitute rate per day.

The Collective Bargaining Agreement with the Spring-Ford Education Association provides for procedures that may differ from this policy. In the event that such a condition exists, the procedures must be adapted to the Collective Bargaining Agreement for the bargaining unit personnel.