

DISABILITY LEAVE

Any permanent employee* of the Board shall be entitled to Disability Leave**.

The amount of Disability Leave available to employees shall be as follows:

1. Instructional personnel and administrators - Ten (10) days during any school fiscal year.
2. Noninstructional personnel - Ten (10) days during any school fiscal year; unless at the time of the occurrence of the accident, the employee has been employed for less than ten (10) consecutive months, in which case, the Disability Leave applicable shall be one (1) day for each month of completed employment.
3. Additional days may be added at the discretion of the Board under circumstances which the Board deems to be warranted.

An employee absent from duty (on Disability Leave), shall reimburse the Board to the extent of Workers' Compensation payments applicable to the equivalent number of days during such absence for which the employee shall have received full pay from the Board as result of the application of Disability Leave.

NOTE: For example, for one (1) week of full pay to the injured employee, the Board shall be entitled to one (1) week of Workers' Compensation Benefits.

4. Disability Leave shall be precedent to any other leave to which the employee may become entitled.
5. Paid holidays , occurring during a period of absence from duty, shall not be included in the computation of the number of days with respect to which Disability Leave is applicable.
6. In the event of absence from duty (as outlined in the Policy statement), earned leave to which the employee is entitled shall be applied first to Disability Leave and then in the following sequence:
 - a. If the absence from duty extends beyond the number of days of Disability Leave to which the employee is entitled at the beginning of such absence, the employee may authorize, at his/her option, application of Sick Leave then available to him/her at a charge of 2.67 hours of Sick Leave for each day of Workers' Compensation..

*NOTE: A permanent employee shall be one employed under written contract , or with the understanding that the employment shall be permanent, subject to a probationary period of service.

When there shall be mutual agreement and understanding, at the time of hiring, that the employment shall be for a limited period of days, weeks, or months, the individuals hired shall be "temporary" employees.

**NOTE: Leave incurred as a result of a provable accident - and/or illness from certain contagious or infection diseases which reasonably can be proven to have been contracted on the job, this substantiated by a statement from the physician and by a corroborating statement from the principal , shall be referred to as Disability Leave.

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