

Personal Illness and Injury Leave

Sick leave entitlement for personal illness or injury will accrue at the rate of 10 days each year as provided by Oregon Revised Statutes. Twelve-month employees will accrue one day per month or 12 days each year.

In accordance with state law, this leave will accumulate without limit.

The district reserves the right, after an absence of more than five consecutive days, to require proof of personal illness or injury from all employees, including a medical examination by a physician chosen and paid for by the district. Any employee refusing to submit to such an examination or to provide other evidence as required by the district shall be subject to appropriate disciplinary action, up to and including dismissal.

All medical information will be kept confidential, in a separate file from personnel records, and released only in accordance with the requirements of the Americans with Disabilities Act.

Sickness or other unavoidable circumstances which prevent a teacher from teaching 20 school days immediately following exhaustion of sick leave accumulated under Oregon law will result in the teacher being placed on unpaid leave for the remainder of the school year or until the teacher's disability is removed and he/she is able to return to work. If the teacher is unable to return to work the following August 1 the Board may terminate the teacher's employment, subject to state and federal laws regarding family illness leave.

With the exception of circumstances covered by ADA and/or FMLA, employees are expected to be absent no more than an average of one day per month. Excessive absences that exceed this average could lead to disciplinary action, up to and including dismissal and/or placement on a Program of Assistance for Improvement.

For absences beyond accumulated sick leave, the employee will be charged one day of salary for each day so missed; and the deduction will be made by the district clerk from the employee's salary in the next regular pay period.

The Board reserves the right to waive the deductions in cases involving terminal illness, debilitating illness or injury. It is the practice of the Board to grant no more than 50 days of waivers at any one time. Waivers will only be available in those cases where employees voluntarily transfer unused sick leave days to a sick leave bank for the benefit of a fellow employee, who has requested donations, and has been granted permission by the Board to participate in a sick leave bank established solely for the employee's benefit. Only employees with 12 or more unused sick leave days may contribute to a sick leave bank. No employee may contribute more than 2 days to any single 50 days or less sick leave bank. The Board may, at its sole discretion, terminate a sick leave bank at any time if deemed in the best interest of the public.

The district reserves the right after three consecutive days of absence, to require proof of personal illness or injury from all employees, including a medical examination by a physician chosen and paid for by the district. Any employee refusing to submit to such an examination or to provide other evidence as required by the district, shall be subject to appropriate disciplinary action, up to and including dismissal.

All medical information will be kept confidential, in a separate file from personnel records, and released only in accordance with the requirements of the Americans with Disabilities Act or other applicable law.

Sickness or other unavoidable circumstances that prevent a teacher from teaching 20 school days immediately following exhaustion of sick leave accumulated under Oregon law will result in the teacher being placed on unpaid leave for the remainder of the school year or until the teacher's disability is removed and he/she is able to return to work. If the teacher is still unable to return to work the following August 1 the Board may terminate the teacher's employment, subject to state and federal laws regarding family illness leave.

All district-paid employee benefits, such as health and dental insurance, will cease on the last day of the month in which employment is terminated, or the staff member is placed on unpaid leave, unless the unpaid leave is in conjunction with state or federal family medical leave. The staff member will be informed of his/her rights to remain a part of the district benefit plan at personal expense.

Any worker who has sustained a compensable personal injury or illness and is disabled and is unable to perform his/her essential job function will be reemployed at such time as a physician issues a certificate stating the type of work that is appropriate for reassignment, assuming such work is both suitable and available. Such rights of reemployment are subject to seniority rights and other restrictions of the collective bargaining agreement between the employer and employee bargaining unit.

END OF POLICY

Legal Reference(s):

[ORS 332.507](#)

[ORS 342.545](#)

[ORS 342.610](#)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2006); 28 C.F.R. Part 35 (2006).
Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601-2654 (2006); Family and Medical Leave Act of 1993, 29 C.F.R. Part 825 (2006).

Americans with Disabilities Act Amendments Act of 2008.