

**GBRIBA**      **Disability Leave**

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The board may grant leave of absence for disability with or without pay. Disability is a temporary suspension of duties subject to the board's policies/rules generally. (See GBH, GBN-R, GBRI, GBRI-R)

Approved:      05-12-03

**GBRIBA-R**      **Disability Leave**

**GBRIBA-R**

Any teacher who becomes disabled due to illness or injury or anticipates becoming disabled for reasons including, but not limited to, surgery, hospital confinement, medical treatment, confinement at home by order of the teacher's physician or pregnancy may become eligible for a leave of absence based upon said disability upon compliance with the rules hereinafter set forth.

**Anticipating Disability**

Any teacher who reasonably anticipates becoming disabled because of any of the reasons set forth above shall give written notice to the superintendent of the condition expected to result in disability as soon as the condition is known to the teacher. In addition, such notice shall contain a statement from the teacher specifying the date on which the teacher wishes to commence disability leave and the expected date on which the teacher wishes to resume duty following recovery from said disability along with a statement from the teacher's physician concerning the teacher's present general health and physical capacity to work.

**GBRIBA-R Disability Leave**

**GBRIBA-R-2**

When a teacher desires to continue in the performance of duty during the period of time from the date of giving notice to the superintendent, as set forth above, to the date of disability, the teacher shall be permitted to do so only when the teacher's physician statement indicates that said teacher is capable of continuing to perform assigned duties. Such statement shall establish the time period, in the opinion of said physician, during which the teacher is expected to be capable of performing said duties.

After consultation with the teacher, the teacher's immediate supervisor, if any, and principal, the superintendent shall determine whether or not the teacher is capable of performing assigned duties up to the date requested by the teacher.

In no event shall the board be obligated to permit a teacher anticipating a state of disability to continue in the performance of duty where the performance of said teacher has substantially declined from that performance shown by the teacher prior to consultation with the superintendent provided in the paragraph immediately preceding.

The statement of the teacher's physician concerning the teacher's general health and physical capacity to work shall be submitted for board consideration together with the recommendation of the superintendent concerning the teacher's continued performance of assigned duties. The board will consider both the recommendation of the superintendent and the physician's statement when acting to allow said teacher's continued performance of assigned duties after notification of the anticipated disability. The board reserves the right to have the teacher examined by a physician of the board's choice at district expense.

Failure or refusal of the teacher to furnish a physician's report or to be examined by the board's physician shall preclude the teacher from receiving any sick leave benefits for any disability and effect a waiver of said eligibility to resume assigned duties.

If the teacher does not agree to the findings of the superintendent, the teacher may request a hearing before the board to state reasons for continuance of assigned duties. The hearing must be requested by the teacher in writing within a reasonable period of time prior to the regular board meeting when said teacher's future employment status will be determined. Said request will be delivered to the superintendent or the clerk of the board.

The board will make its decision within a reasonable period of time after hearing all of the evidence presented by the teacher, the superintendent and the teacher's physician. Said decision will be based on the evidence presented at the hearing.

Whenever, in the opinion of the board, the dates for the commencement of an anticipated disability leave and/or the dates for the resumption of duties would substantially interfere with the administration of the school or with the education of students, the requested dates may be changed by the board. The teacher shall resume assigned duties no later than the first day of the school year following the date that the teacher was declared eligible for resumption of duties. Failure to appear for resumption of duties shall be deemed a resignation by the teacher.

When it is mutually agreed to between the teacher and the board that the teacher will not resume contracted duties for the school year in which the teacher would be eligible to resume duty, the teacher shall be separated from employment as provided by law (See GBN and GBN-R). The board will have discharged its responsibility after offering to allow the teacher to resume duty in the first vacancy for which the teacher is certified that occurs after the teacher has been declared eligible for resumption of duty.

Returning to Duty

The teacher who submits a written physician's report that the teacher is fit for a full-time employment may be declared eligible for resumption of duties.

If the superintendent or the teacher's immediate supervisor has a good faith doubt that the teacher is capable of resuming regular classroom duties, the superintendent shall conduct an inquiry to determine whether the teacher is capable of resuming regular classroom duties. The findings and conclusions of the superintendent's inquiry will be given to the teacher in writing at the conclusion of the investigation. If the findings and conclusions are contrary to the opinion of the teacher and the teacher's physician, the teacher may request a hearing before the board to resolve the matter. The request for said hearing shall be given to the clerk of the board in writing within a reasonable period of time after receipt of the superintendent's report. The board will hold the hearing at its next regularly scheduled board meeting.

If the board has a good faith doubt that an employee, not returning to duty after a disability, is unable to resume contracted duties, the board may request that the employee be examined by a physician of the board's choice at district expense. If the physician's report is that the employee is able to resume work, the board may require the employee to do so or to be placed on unpaid leave and possible suspension. The employee may request a hearing to resolve the matter before the board as herein provided previously.

Extensions or Reductions of Leave

Where disability leaves have been approved, the beginning or ending dates thereof may be further extended or reduced for medical reasons upon application by the teacher to the board. Such extensions or reductions may be granted by the board for additional reasonable periods of time provided, however, that the board may alter the requested dates upon a finding that such extension or reduction would substantially interfere with the administration of the school and/or with the education of the students and provided further that such change by the board is supported by reasonable evidence.

**GBRIBA-R Disability Leave**

**GBRIBA-R-5**

The provision of this regulation shall not be deemed to impose on the board any obligations to grant or extend a leave of absence to any non-tenured teacher beyond the end of the contract school year in which the leave is obtained.

Leave Benefits

All personnel benefits accrued by the teacher at the date the disability leave begins will be retained during disability leave unless the person concerned shall have severed the employment relationship by resignation.

No additional personnel benefits will accrue during the period of disability leave except as expressly provided by law.

The provisions of this policy and regulation shall not be applicable and shall be of no force nor effect during any period of time not covered by a contract of employment with the teacher.

A leave of absence due to a disability may be chargeable to the sick leave of the teacher. (See GBRI & GBRI-R)

District disability or sick leave benefits shall be reduced by any duplicating monetary benefit received by the employee under any plan, including a plan established by law, toward which the board contributes or for which the board pays. The board will retroactively adjust the district benefits provided by the board under one plan when granted prior to the notice that the employee has elected to file for benefits under another plan provided in full or in part by the board, e.g., an employee's utilizing paid sick leave for a disability and filing for benefits under workmen's compensation which would be paid, duplicate all or part of the benefit provided earlier and increase the employer's contribution rate because of the loss-experience record.

Such retroactive adjustment may involve a prorata deduction in wages to compensate for duplication of benefits or an endorsing all or part of the benefit over to the district. In either case, a pro-ration of sick leave taken earlier will be reinstated to the employee's accrued accumulated sick leave. The adjustment will be conducted as group insurance companies coordinate benefits so that the employee receives the best adjustment of his full claim, but never more than the full amount of his claim. Such an adjustment shall not affect any personal insurance coverage carried by the employee in which the board is not a contributor.

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