



Book	Policy Manual
Section	3000 Instructional Staff
Title	ILLNESS OR INJURY IN-LINE-OF-DUTY LEAVE
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Legal	F.S. 440.01 et seq. F.S. 1001.41 F.S. 1001.43 F.S. 1012.22(2) F.S. 1012.61 F.S. 1012.63
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3430.05 - **ILLNESS OR INJURY IN-LINE-OF-DUTY LEAVE**

Instructional staff members shall be entitled to illness- or injury-in-line-of-duty leave when they have to be absent from work because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted while in discharge of duty, provided the employee has not failed to follow established policy and procedures. A District authorized worker's compensation physician shall certify the illness or injury received in the performance of duties.

Such leave shall be authorized for a total of not to exceed ten (10) work days during any school year per claim. However, in the case of sickness or injury occurring under such circumstances that in the opinion of the School Board warrants it, additional emergency sick leave may be granted out of local funds for such term and under such conditions as the School Board deems proper.

This leave shall not be deducted from accumulated sick or annual leave.

Any instructional staff member who has any claim for compensation while absent because of illness contracted or injury incurred as prescribed shall file a claim in the manner prescribed in F.S. 1012.61(2)(b) within five (5) working days following the staff member's return from such absence. The School Board shall approve the claims and authorize the payment if the School Board is satisfied that the claim correctly states the facts and that the claim is entitled to payment in accordance with the provisions of F.S. 1012.61.

Bargaining unit members should refer to the collective bargaining agreement for more information pertaining to illness or injury-in-the-line-of-duty leave. In the event of any irreconcilable conflict between the terms of the collective bargaining agreement and this policy, the terms of the collective bargaining agreement shall control.

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