A. **Sick Leave**

1. **General Provisions**
   
i. At the beginning of each school year, each nurse will be allocated one day of sick leave per 18 days of employment. Unused days will be accumulative. Sick leave may be used for injury or sickness of the nurse, the immediate family or household as defined as spouse, son, daughter, mother, father, brother, sister, step-parent, step-child, mother-in-law, father-in-law, grandparents, grandchild, legal guardian or someone whose relationship with the employee is similar.

   ii. Sick leave may be used to extend bereavement leave.

   iii. Sick leave may be used for other general leave purposes up to the limits in (B) (8) below.

   iv. When on leave of absence, sick leave accrued will neither be lost nor accumulated. Upon return to duty, an employee will begin with that total accumulated at the time the leave commenced.

   v. If a nurse is absent from school on a nurse-pupil contact day for reasons falling under the provisions of this policy, every effort will be made to hire a qualified substitute nurse.

   vi. The Sick Leave Bank procedure as contained within Administrative Procedure 4151.2 (see Teacher Policy) may allow a nurse to request and be granted days of sick leave for extended illness or disability in excess of the approved number of days allowed in paragraph #1 above.

2. **Payment for Accumulated Sick Leave**

   i. **Eligibility Criteria:**
      
      A nurse becomes eligible when the following criteria have been met, or when otherwise approved by the Board of Education.

      1. Has been employed by the District as a nurse for no less than ten (10) continuous years.

      2. Has submitted a written resignation, from employment in the District, to the Board of Education. This resignation shall be effective prior to receiving cash under this policy.

      3. Has completed an accumulated sick leave compensation application (Administrative Procedure 4751.3), and has submitted it to the Board of Education.
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ii. Payment for Accumulated Sick Leave

Compensation for accumulated sick leave days shall be at the rate of one-half ($\frac{1}{2}$) the employee’s highest per-diem rate during the last five (5) years of employment as determined by the nurse’s salary schedule. (See Administrative Procedure 4751.3, Payment for Accumulated Sick Leave.)

iii. Death Provisions

Upon the death of a nurse on active status or on board approved leave, the District will pay the nurse’s designated beneficiary for the nurse’s accumulated sick leave.

3. Jury Duty and Court Subpoena Leave

i. Leave will be given to nurses for appearance in court as a witness, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the teacher.

ii. Nurses should notify their immediate supervisor or principal and the Office of Human Resources of the as soon as possible prior to the date service must be rendered.

iii. Such leaves of absence will be granted with pay provided the teacher surrenders to the District any payment received for jury or witness fees, not including reimbursement for transportation expenses or meals.

4. Adoption and Childbirth Leave

i. Nurses will be granted up to thirty (30) days of accrued sick/general leave associated with the process of adoption. (e.g.: travel, medical examinations, and/or the requirements of the adoption agency and/or local, state, national, and international adoption regulations or other requirements that are of a similar nature, including the care of the adopted child or children.)

ii. A father may use up to fifteen (15) days of accrued sick/general leave per school year within the first six (6) weeks following the birth of his child.

B. General Leave

Each nurse will be permitted a total of three (3) days (180 to 217 contracted days) or four (4) days (218 or more contracted days) per academic year for the purpose of the following general leaves (1-7). Necessary travel time to accomplish the purpose of the general leave (1-7) also qualifies for use of general leave. At the end of the academic school year, unused general leave will be converted to sick leave and added to the nurse’s sick leave on a one-to-one basis.

Every effort will be made by the nurse to notify the building principal at least 24 hours in
advance of such leave. Each nurse will be paid the normal rate of pay for the approved general leaves. The nurse’s signature on the general leave form shall attest that the leave is being used in accordance with this policy. The total number of days shall be chargeable to any or all of the following situations:

1. **Personal Leave**

   Personal leave shall be defined as required attendance for business of a personal nature, which cannot be accomplished except during the contract time.

2. **Bereavement, Graduation, and Wedding Leave**

   Leave shall be granted to a nurse to attend a funeral, graduation or wedding of a member of the immediate family of the nurse as herein defined, or for someone whose relationship with the nurse is similar:

   Spouse  | Sister  | Brother
   Son     | Mother-in-Law | Grandparent
   Daughter| Father-in-Law | Guardian
   Mother  | Father       | Step-Child
   Dependent Child | Grandchild | Step-Parent

3. **Births**

   Leave shall be granted to the nurse who gives birth or to the nurse whose wife gives birth.

4. **Attendance in Court, Weddings and Religious Holidays**

   i.  A nurse may be absent, with pay, on a day identified by a religious body as a religious holiday, provided the religious body has established that in order to properly observe such religious holiday no work should be performed on such day and provided the employee is an active member of such religious body. Notification for such absence shall be made to the principal, at least ten (10) school days prior to the religious holiday. Such absence shall not exceed three (3) days during the school year.

   ii. Nurses who identify leave days as being for religious purposes under the provisions of this section shall be allowed to use sick leave for other general leave purposes up to the number of days used for religious leave (not to exceed three (3) days).

   iii. Nurses who fail to identify leave days as being for religious purposes under the provisions of this section will not be allowed to use sick leave for other general purposes in these cases, the employee is not required to state the reason for the general leave.
5. **Emergencies**
   
   i. Leave shall be granted for household emergencies, auto mishaps, severe weather or road conditions and other unforeseen and unavoidable emergencies.
   
   ii. In cases of extreme emergency, additional days (those from sick leave) may be granted with the approval of the principal and the superintendent or his designee.

6. **Professional Consulting Leave**

   Leave shall be granted for the purpose of serving as a consultant outside of the District.

7. **Professional Development Leave**

   Leave shall be granted for the purpose of preparing for and completing exams, written and/or oral, for the Degrees of Baccalaureate, Masters, Specialist, and Doctorate.

8. Beginning in the second year of employment, nurses may use up to four (4) days of accrued sick leave annually for any of the identified general leave purposes except category 6, Professional Consulting Leave above.

C. **Public Office Leave**

   Nurses who are elected public officials may be granted leave as necessary to fulfill the duties of that office. If pay accompanies the released time, the nurse will turn in the pay, as in the policy for jury service.

D. **Physical and/or Mental Examination Leave**

   Leave with pay will be granted for physical and/or mental examinations required by the Superintendent when the time specifications of that requirement necessitate school time to comply.

E. **Emergency Leave**

   When any event or circumstance at work the site, such as a natural disaster or medical quarantine, restricts an employee from reporting to work at his/her assigned building, the District will provide options to prevent loss of pay or paid leave such as:

   1. The District will assign the employee(s) an alternative site(s) and/or position(s) until the employee(s) is (are) able to return to his/her (their) assigned building.
   
   2. The District will provide an opportunity for the employee to make up the day(s) on non-contracted days.
   
   3. The District may assign the employee to work as a substitute until the employee is able to return to his/her assigned building.
The options listed above do not preclude an employee’s appropriate use of the temporary leaves in this policy.

F. **Assault and/or Battery Leave**

A nurse who is unable to perform his/her duties resulting from an assault and/or battery arising out of an incurred within the scope and course of, and in connection with, the performance of his/her assigned duties, and not as a result of his/her own negligence or disobedience of Board policies or reasonable rules and regulations, shall be eligible to receive his/her full salary for the time he/she is temporarily absent from work as a result of the injury.

For the purposes of this policy, the following definitions shall apply:

“Assault” means any willful attempt or threat to inflict injury upon another person when coupled with an apparent present ability to do so, and any intentional display or force which would give a person reason to fear or expect immediate bodily harm.

“Battery” means the intentional and wrongful physical contact with a person, which may include an object, without his/her consent, which entails some bodily injury or offensive touching.

The following conditions must be met before a nurse’s full salary will be paid for assault and battery leave:

1. The nurse’s conduct was within the bounds of general standards or professional behavior, the nurse was acting within the scope and course of his/her employment, and the nurse was not negligent.

2. The nurse must notify the building administrator or other appropriate administrator/supervisor as soon as possible of the occurrence and must complete a workers’ compensation report of injury.

3. The reporting of such an injury must be in accordance with the required reporting, time lines and forms to be used for the reporting and handling of workers’ compensation accidents stated in Policy 4012 and Administrative Procedure 4012.1.

4. The nurse must use a District designated workers’ compensation physician, who will determine the necessity of the absence from work.

5. The amount of workers’ compensation payments for salary or such award made for temporary disability due to the injury from the assault and battery will be paid to the District for as long as such nurse is eligible for temporary disability payments under the Workers’ Compensation Act. The payment of such monies to the District shall constitute payment of compensation benefits to the employee in accordance with C.R.S. 8-42-124(2) of the Act.
In the event the foregoing conditions are satisfied, none of the days of absence resulting from such occurrence shall be deducted from the nurse’s accumulated sick leave, general leave, or other similar benefit in accordance with C.R.S. 8-42-124(2) of the Act.

The District’s obligation to pay a nurse’s full salary under this policy for assault and/or battery leave shall terminate once the nurse has either been released to return to work or reaches maximum medical improvement as determined by the designated treating physician.

However, if the Nurse has been released to return to work or reaches maximum medical improvement but still requires medical treatment for injuries caused by the assault and/or battery, the employee will continue to receive normal salary for hours and/or days missed for such treatment until the treating physician has concluded that the injury caused by the assault and/or battery has terminated or up to six (6) calendar months from the date of the employee’s return to work or reaches maximum medical improvement, whichever is less. The Superintendent, or designee, may extend this time for receiving normal salary for treatment based on the teacher’s written request for such extension. If the Superintendent, or designee, does not offer such an extension, the written denial will include an explanation of the basis for the decision.

The termination of the District’s obligation does not limit the right of the nurse to full payment of any permanent disability award granted to the nurse under the Workers’ Compensation Act.

Legal Ref.:  C.R.S. 8-40-101 et. Seq. (Workers’ Compensation Act of Colorado)
Cross Ref.:  Board Policy 4012 (Workers’ Compensation) and
Board Administrative Procedure 4012.1 (Workers’ Compensation Claims Procedure)

G. **Professional Leave**

1. Professional leave, upon the approval of the Executive Director of Student Achievement Services or designee and the building principal, shall be granted to the nurse for the purpose of attending professional conferences or other professional activities.

2. Each nurse will be paid the normal rate of pay for these days.

3. Requests for professional leave must be in advance and prior to the nurse’s attendance at the activity.

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