

The continuous presence of employees promotes excellence in the district's instructional program by ensuring the uninterrupted continuity of education, greater teacher-student contact, appropriate role model emulation and reduced costs. Therefore, the board of trustees expects employees to come to work every day. The board recognizes, however, that certain absences are unavoidable. In those situations, employees should take leave in accordance with district policy and procedures. The purpose of this policy is to address leaves of absence not provided by the Master Agreement or other district policy.

### **EXTENDED LEAVES OF ABSENCE/SABBATICALS**

Leaves of absence for extended periods of time may be granted from time to time to accommodate special conditions or needs of district certificated and classified staff. Each case will be considered on its own merits and will be subject the conditions set forth in this policy. For certificated personnel, leaves of absence shall be governed by the applicable Master Agreement, unless such Master Agreement is silent on the issue.

#### **Certificated Personnel**

1. Requests for leave of absence must be made by application to the board of trustees. Leaves of absence shall not exceed one (1) school year. Extensions, if desired, must be sought by reapplication for leave.
2. The employee must use the leave for the purpose stated in the application for leave. Requests for leave of absence to take the same, or very similar, position, with another school district will generally not be approved.
3. Leaves of absence are granted with the understanding and agreement by the employee that, notwithstanding any other contractual provisions, reinstatement at the conclusion of the leave of absence will depend upon the availability of funds and a teaching assignment for which he/she is qualified, and that is/her qualifications for the assignment are at least equal to or better than the qualifications of any other applicant for the position being sought.
4. The employee must notify the superintendent of his/her intent to return or not return to the district by March 1 or by a date mutually agreed to by the superintendent and employee. Failure of the employee to meet the notification of intent deadline will release the district from any obligation to continued employment of the employee.
5. Leaves of absence are without pay.
6. All rights of renewable contract status, retirement, accrued sick leave, salary schedule placement and other benefits as may be provided by the Master Agreement or district policy shall be preserved and available to certificated employees upon his/her return to the district.

#### **Classified Personnel**

Discretion in granting leaves pursuant to this policy is vested exclusively in the board of trustees. The board is not bound by any prior decisions under this policy and may review each request received under this policy upon its own merits.

**Duration and Conditions of Leave**

Subject to the supervisor’s recommendation for approval by the board, classified full-time employees may be granted a maximum one year leave of absence from the district with a position guaranteed on return to the district. A leave of absence always anticipates that an employee will return to service upon termination of the leave. The leave of absence is subject to the following terms and conditions:

1. The guarantee of a position on return to the district does not guarantee the same position previously held, but an equivalent position.
2. The employee must have worked [insert # of years/months] complete years as a full-time benefit eligible employee for the district.
3. The employee must submit a written application for leave to the superintendent [or designate other administrator] by April 1 of the school year prior to the requested leave year for those requests seeking a one-year leave. For shorter term leaves during the school year, the employee must submit a written application to the superintendent at least [select # of days, e.g., 45, 60]. All requests must be accompanied by a supervisor’s written recommendation.
4. The reason to request a leave of absence shall not include accepting another position. If, after the Board approves a leave, an employee accepts another position, the leave will be voided and deemed a voluntary resignation of the employee.
5. Each request shall be judged individually, in the sole discretion of the board of trustees. No previous decision(s) of the board shall be binding.
6. The district shall not pay for, nor shall the employee be entitled to, any salary or benefits, including insurance, during the leave of absence period except those rights provided by COBRA.
7. Upon return to the district, placement on the salary schedule in terms of experience will be the next step from where the employee was under his/her last position.
8. Accrued sick, personal and vacation leave (if applicable) will be carried forward upon the employee’s return and reemployment, if within the time constraints set forth herein.
9. The employee will accept the responsibility of notifying the superintendent [or designate other administrator] by March 1 of the leave year of his/her intent to return to the district, for those employees on a one-year leave. For all other leaves, the superintendent and employee shall agree in writing upon a notification date, but in all instances the notification date must be at least [insert

# of days] prior to the intended return date. Failure to notify the superintendent or designee as required herein shall be deemed a voluntary resignation of the employee.

**EMERGENCY LEAVE**

The superintendent or designee may grant emergency leave to employees in situations where the employee has used all other types of available leave (e.g., sick leave or FMLA leave) at the time the leave is requested. Such leave, if granted, is subject to the following conditions:

1. Leave will be without pay unless otherwise stated in writing.
2. Leave will only be granted in units of half or full days.
3. Notice of at least one week must be provided to the employee’s supervisor with the reasons for the requested leave, the amount of leave requested, and the employee’s expected return date.
4. Employees will be permitted 2 days emergency leave per school year. Additional requests for emergency leave may only be approved by the superintendent.

**VACATION LEAVE**

Certificated employees will be granted vacation leave in accordance with the negotiated agreement. Full-time classified employees of the district receive no annual leave, except approved holidays, during the first twelve (12) months of employment. Full-time classified employees are those who are scheduled to work an average of 20 hours per week or more for twelve (12) months per year. Annual leave for longevity of service will then be granted as follows:

1. Vacation pay shall be based on a maximum eight (8) hour day.
2. 2<sup>nd</sup> and 3<sup>rd</sup> years of service: 10 days paid vacation per year.
3. 4<sup>th</sup>-10<sup>th</sup> years of service: 12 days paid vacation per year.
4. Over 10 years of service: 15 days paid vacation per year.

If the employee qualifies for vacation leave but works less than full-time, but more than 20 hours per week, the vacation leave will be granted as follows:

1. 1<sup>st</sup> and 2<sup>nd</sup> years of service: No annual leave will be granted.
2. 3<sup>rd</sup>-10<sup>th</sup> years of service: 5 days paid vacation per year.
3. Over 10 years of service: 10 days paid vacation per year.

Part-time classified employees, scheduled to work less than an average of 20 hours per week, will not receive paid vacation leave. Vacation leave will not accrue from year to year.

The superintendent or designee will establish a vacation leave schedule for all non-certificated employees of the district. Requests for vacation leave will be granted and scheduled to minimize any disruption to the operation of the district.

**BEREAVEMENT LEAVE**

An employee who has a death in the immediate family shall be eligible for bereavement leave. Such leave for certificated employees will be as specified in Master Agreement and Policy 478.

**JURY DUTY AND OTHER LEGAL ABSENCE**

Any employee called for jury duty or subpoenaed to testify at a trial or other legal proceeding in their capacity as a district employee will be granted paid leave. Employees must submit a copy of their jury summons or subpoena to their supervisor. If the absence would pose a significant hardship for the district, the employee may be asked to request a postponement of jury duty from the court. Whenever an employee called as a prospective juror or witness is dismissed before the end of the work day, the employee shall return to work. Employees must submit all compensation paid by the court to the district to be eligible for paid jury duty leave

**DENIAL OF LEAVE REQUESTS**

In the event that a request for leave of absence is denied, the employee is expected to report to work as usual or, alternatively, the employee may resign his/her position.

**GROUND FOR DISCIPLINARY ACTION**

Unauthorized leave of absence shall be considered a breach of contract or neglect of duty and may be sufficient grounds for disciplinary action, up to and including termination.

**LEAVE OF ABSENCE AS REASONABLE ACCOMMODATION**

Employees requesting a leave of absence as a reasonable accommodation to address a disability should follow the procedures set forth in Board Policy 401 and accompanying procedures.



**LEGAL REFERENCE:**

Idaho Code Sections

33-506(3)(a) – Organization and Government of Board of Trustees

33-513 – Professional Personnel

33-517 – Noncertificated Personnel

**CROSS-REFERENCE:**

401 – Reasonable Workplace Accommodation to Individuals with Disabilities

**ADOPTED: February 10, 2025**

**AMENDED: April 14, 2025; July 14, 2025**