

EMERGENCY AND DISCRETIONARY LEAVES

Emergency leave may be granted and may be taken in the case of emergencies as defined in the following:

An emergency arises out of unforeseen and unexpected circumstances which create an air of crisis or extreme need. The circumstances must present a grave and clear danger that imminently threatens physical or mental health or would result in irremediable harm or in immediate disaster to life or property unless some action is taken.

A written application for emergency leave must be returned to the district office on the day of return to school.

Family Emergency Leaves

The board recognizes that the demands of the workplace and of families need to be balanced to promote family stability and economic security for school district employees. Conditions for the authorized use of accumulated leave for family leaves are to be fairly construed in a manner consistent with this policy, and other relevant district policies.

Unless otherwise stated, any leave used under terms of this policy will be deducted from the staff member's accumulated sick leave. In the event the staff member's sick leave has been exhausted, the leave will be granted without pay.

Unless a situation is governed by an applicable collective bargaining agreement, the following apply:

A. Domestic Violence Leave

The district will allow victims of domestic violence, sexual assault, or stalking and family members of victims to take reasonable leave from work, intermittent leave or leave on a reduced leave schedule. The leave may be sick leave, other accrued leave or leave without pay. Family member includes a child, spouse, parent, parent in-law, grandparent or an individual with whom the victim has a dating relationship. The employee will provide advance notice of their intent to take leave. If advance notice is not possible, due to an emergency, notice should be provided no later than the end of the first day that the employee takes the leave.

B. Family Illness

District staff members may use accrued sick leave or other accrued leave, at the employee's choice, to care for a child of the employee with a health condition that requires treatment or supervision. Staff members may use accrued sick leave or other accrued leave, at the employee's choice, to care for a spouse, parent, parent-in-law or grandparent of the employee who has a serious health condition or an emergency condition. The district may require a signed statement from a licensed medical practitioner to verify the need for treatment, care or supervision for any absence that

exceeds three (3) consecutive days.

C. Death in the Family

The district will allow each full-time staff member a maximum of 5 days leave upon the death of an employee's spouse, mother, father, son, daughter, sister, brother, mother-in-law, or father-in-law. Leave also will be allowed upon the death of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, granddaughter or grandson. The deaths of more than one family member resulting from a common occurrence will be treated as a single death with respect to the length of leave granted.

An extended unpaid leave of absence for a period up to the beginning of the next school term or school year may be approved at the discretion of the superintendent based upon consideration of educational program needs and the desires of the staff member, together with any recommendation of professionals such as medical practitioners or counselors regarding the leave request.

Nothing in this section will preclude the use of accumulated sick leave to care for a child with a health condition that requires treatment or supervision, as provided in the 'Family Illness' section of this policy.

Sabbatical Leaves

Certificated staff will be eligible for sabbatical leave for study or research. The district may grant sabbatical leaves of absence for study and/or research upon application by certificated staff, the recommendation of the superintendent, and approval by the board, provided such a leave will serve the best interest of the district and is within the fiscal parameters of the district. The district will declare its intention by February 1.

Certificated employees who have served seven (7) or more years in the district are eligible for consideration for Sabbatical Leave in accordance with the following:

- A. **Limit on Number:** Sabbatical leaves may be granted for not less than one (1) full semester or not more than (1) full year. Sabbatical leave for less than one (1) year would not be approved unless a satisfactory short-term replacement is available.
- B. Sabbatical Leave may be granted to not more than three (3) teachers in any one year, and two (2) in the next, or one per cent (1%) of certificated Employees, whichever is greater. Seniority, distribution, amount of other finances available and value to the District of the projected plan may be considered in the approval of the applications.
- C. Final applications must be submitted on the appropriate form by March 1 prior to the school year for which leave is requested, no earlier than March of the seventh (7th) year.
- D. All applications for such leave shall be screened at one session by a committee consisting of the Superintendent, one (1) principal appointed by the Superintendent, plus two (2) teaching members of the TEPS Committee of the Association. No member of the committee shall be an applicant for Sabbatical Leave. This committee shall submit its

findings and recommendations to the Board for its consideration not later than final board meeting in March.

- E. Sabbatical Leave may be granted for study, retraining, or preparation for reassignment at a college or university, or for educational research connected with a college or university that will be of service to the schools and pupils of the District upon return.

Approval will be contingent on:

- 1) Benefit to current District programs or
- 2) Benefit to planned District programs or
- 3) Programs related to advancement on the salary schedule
- 4) Current satisfactory evaluation

The Sabbatical Leave Committee may make recommendations to deviate from the above in unique situations when there will be a direct and lasting benefit in the Employee's current assignment.

- F. Once Sabbatical Leave has been granted, any change in plans must be approved by the Superintendent in advance of the change.
- G. Personnel taking such leave will be required to sign a non-interest bearing promissory note for the amount of compensation to be received while on leave. Upon completion of one (1) year service following the leave, the face value of the note will be reduced by one-third (1/3); after two (2) years of service following the leave, the face value of the note will be reduced by two-thirds (2/3); after three (3) years of service following the leave, the note will be cancelled. The promissory note will also be cancelled in case of death or of disability so severe the recipient is unable to follow the teaching profession, or termination of the recipient's employment by the District.
- H. Employees accepted for Sabbatical Leave shall accrue experience for salary placement and seniority and retain retirement, accumulated sick leave, and any other benefits offered by the District. Any additional benefits granted to regular faculty members will apply to any members on Sabbatical Leave.
- I. The Sabbatical Leave recipient shall file a written report with the Superintendent covering the substance of the program of activities completed during the leave within thirty (30) days after returning to the District. The final installment of the stipend shall be withheld until said report is filed.
- J. Staff members on Sabbatical Leave may not reapply until seven (7) contracted years of service have elapsed. Initial applicants will receive priority consideration over applicants who have been granted a Sabbatical Leave previously, provided both applications meet all requirements as stated herein.
- K. A staff member returning from Sabbatical Leave will be given the same consideration for returning to the position of his/her last assignment as if he/she had been on active duty. It

will be assumed that the staff member wishes to return to the position of his/her last assignment unless he/she notifies the Superintendent by March 18 prior to the expiration of his/her leave. Any reassignment necessary shall be done in accordance with State Law and applicable collective bargaining agreement.

- L. Persons granted Sabbatical Leave shall receive one-half (1/2) of the regular salary they would receive if they had remained on active duty, in twelve (12) equal monthly installments, less legal deductions; or Leap Schedule BA+90, whichever is less.

Leaves of Absence

The district may grant leaves of absence for specific periods of time for up to one school year upon application by a staff member, the recommendation of the superintendent and the approval of the board. Such leaves will be without pay or fringe benefits and, with the approval of the board, and may be extended for one additional school year. During the leave, the staff member may pay the district's share of any insurance benefits program in order to maintain those benefits. The needs of students and the district program warrant primary consideration. Leaves of absence will be granted only when they will not have an undesirable impact upon the educational program or business operations.

A staff member will be entitled to return to a position in the district at the end of the leave of absence subject to the availability of a position for which the staff member is qualified. The staff member granted a leave of absence will inform the board by April 1 as to his/her intentions to assume a position in the district for the ensuing school year. If said notification is not received, the individual's employment rights with the district will be terminated.

Staff on leave of absence will not earn any salary schedule experience credit or any sick leave credit or benefits during the leave of absence.

Leaves to Attend Meetings/Conferences

The district may grant leaves, subject to the recommendation of the superintendent and approval by the board, to staff for the purpose of attending meetings or conferences that are likely to be of value to the staff member's performance. Meetings and conferences wherein bargaining unit activities are conducted are excluded. Such leaves may be granted without pay and with or without travel expense reimbursement.

The cost of substitutes necessary for the conduct of union business shall be the responsibility of the union. These costs will be billed by the district no more often than monthly.

Cross References:	5021	Conflicts Between Policy and Bargaining Agreements
Legal References:	RCW 28A.400.300	Hiring and discharging employees — Written leave policies — Seniority and leave benefits of employees transferring between school districts

	and other educational employers
RCW 49.12.270	Sick leave, time off — Care of family members
Chapter 49.76 RCW	Domestic violence leave

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