

1 **Bainville K-12 Schools**

2
3 **PERSONNEL**

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5 Leaves of Absence

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7 Sick Leave

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9 Certified employees will be granted sick leave according to terms of their collective bargaining
10 agreement.

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12 Classified employees will be granted sick leave benefits in accordance with § 2-18-618, MCA.
13 For classified staff, “sick leave” is defined as a leave of absence, with pay, for a sickness
14 suffered by an employee or an employee’s immediate family. Sick leave may be used by an
15 employee when they are unable to perform job duties because of:

- 16 • A physical or mental illness, injury, or disability;
17 • Maternity or pregnancy-related disability or treatment, including a prenatal care, birth, or
18 medical care for the employee or the employee’s child;
19 • Parental leave for a permanent employee as provided in § 2-18-606, MCA;
20 • Quarantine resulting from exposure to a contagious disease;
21 • Examination or treatment by a licensed health care provider;
22 • Short-term attendance, in an agency’s discretion to care for a person (who is not the
23 employee or a member of the employee’s immediate family) until other care can
24 reasonably be obtained;
25 • Necessary care for a spouse, child or parent with a serious health condition, as defined in
26 the Family and Medical Leave Act of 1993; or
27 • Death or funeral attendance of an immediate family member or, at an agency’s discretion,
28 another person.

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30 Nothing in this policy guarantees approval of the granting of such leave in any instance. The
31 District will judge each request in accordance with this policy and governing collective
32 bargaining agreements.

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34 It is understood that seniority will accumulate while a teacher or employee is utilizing sick leave
35 credits. Seniority will not accumulate, unless an employee is in a paid status. Abuse of sick leave
36 is cause for disciplinary action up to and including termination.

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38 Annual Leave

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40 Teachers will be granted annual leave according to terms of the current collective bargaining
41 agreement.

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43 Emergency Leave

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45 Each classified employee will be provided with three (3) emergency leave days per year based
46 upon the employees regular hours worked per day. These days do not accumulate. Emergency

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4 leave will be used for funerals involving a family member or good friend, the birth of a child or
5 grandchild, or a family emergency involving sickness, and accident, or surgery.
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7 Civic Duty Leave
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9 Leaves for service on either a jury or in the Legislature will be granted in accordance with state
10 and federal law. A certified staff member hired to replace one serving in the Legislature does not
11 acquire tenure.
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13 An employee who is summoned to jury duty or subpoenaed to serve as a witness may elect to
14 receive regular salary or to take annual leave during jury time. An employee who elects not to
15 take annual leave, however, must remit to the District all juror and witness fees and allowances
16 (except for expenses and mileage). The District may request the court to excuse an employee
17 from jury duty, when an employee is needed for proper operation of the school.
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21 Legal Reference:	42 USC 2000e	Equal Employment Opportunities
	§ 2-18-601(10), MCA	Definitions
	§ 2-18-618, MCA	Sick leave
	§ 49-2-310, MCA	Maternity leave – unlawful acts of employers
	§ 49-2-311, MCA	Reinstatement to job following pregnancy- related leave of absence

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29 Policy History:

30 Adopted on: 2/25/08

31 Reviewed on:

32 Revised on: