

1 **Bainville K-12 Schools**

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3 **PERSONNEL**

4  
5 Vacations

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7 All classified employees, except those in a temporary status, serving more than six (6) months,  
8 are eligible to earn vacation leave credits retroactive to the date of employment. Leave credits  
9 may not be advanced nor may leave be taken retroactively. A seasonal employee's accrued  
10 vacation leave credits may be carried over to the next season, if management has a continuing  
11 need for the employee, or paid out as a lump-sum payment to the employee when the season  
12 ends (generally in June). The employee may request a lump-sum payment at the end of each  
13 season.

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15 Vacation is earned according to the following schedule:

16  
17 RATE-EARNED SCHEDULE

| 18 | 19                | 20                     | 21                 |
|----|-------------------|------------------------|--------------------|
|    | <u>Years of</u>   | <u>Working Days</u>    | <u>Calculation</u> |
|    | <u>Employment</u> | <u>Credit per Year</u> |                    |
| 22 | 1 day - 10 years  | 15                     | .058 x no. hours   |
| 23 | 10 - 15 years     | 18                     | .069 x no. hours   |
| 24 | 15 - 20 years     | 21                     | .081 x no. hours   |
| 25 | 20 years on       | 24                     | .092 x no. hours   |

26 Time as an elected state, county, or city official, as a school teacher, or as an independent  
27 contractor, does not count toward the rate earned. For purposes of this paragraph, an employee of  
28 a district or the university system is eligible to have school district or university employment  
29 time count toward the rate-earned schedule, if that employee was eligible for annual leave in the  
30 position held with the school district or university system.

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32 Maximum Accrual of Vacation Leave

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34 All full-time and part-time employees serving in permanent and seasonal positions may  
35 accumulate two (2) times the total number of annual leave credits they are eligible to earn per  
36 year, according to the rate-earned schedule.

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38 Annual Pay-Out

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40 The District may, in its sole discretion and/or subject to the terms of a collective bargaining  
41 agreement, provide cash compensation in January of each year for unused vacation leave in lieu  
42 of the accumulation of vacation leave.

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44 Lump-Sum Payment Upon Termination

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46 An employee who terminates employment for reasons not reflecting discredit on the employee

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4 shall be entitled, upon the date of such termination, to cash compensation for unused vacation  
5 leave, assuming that the employee has worked the qualifying periods set forth in § 2-18-611,  
6 MCA. The District shall not pay accumulated leaves to employees who have not worked the  
7 qualifying period. Vacation leave contributed to the sick leave bank is nonrefundable and is not  
8 eligible for cash compensation upon termination.  
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12 Legal Reference:       § 2-18-611 - § 2-18-618, MCA       Leave Time  
13

14 Procedure History:

15 Promulgated on:       2/25/08

16 Reviewed on:

17 Revised on: