

## **Emergency and Discretionary Leaves**

### **I. Emergency Leave**

- A. 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 irreparable harm or in immediate disaster to life or property unless some action is taken.
- B. Any leave used under terms of this policy shall be deducted from the staff member's accumulated sick leave, subject to existing negotiated agreements. In the event the staff member's sick leave has been exhausted, the employee may use personal or vacation leave, if any.
- C. A written application for emergency leave must be returned to the district office on the day of return to school.

### **II. 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**

- 1. 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**

1. 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 five (5) consecutive days.

## **C. Death in the Family**

1. The district will allow each full-time staff member a maximum of three 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.
2. 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.
3. 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.

## **D. Leaves of Absence**

1. 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.

2. 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.
3. 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.
4. 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.

#### **E. Leaves to Attend Meetings/Conferences**

1. 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.

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

Management Resources: 2011 - October Issue  
2009 - April Issue

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