

The Board of Trustees of Minidoka County Joint School District No. 331 shall grant each full time employee sick leave with full pay of one (1) day, as projected for the employment year for each month of service in which they work a majority portion of that month. Such leave shall be consistent with Idaho Code 33-1216 (a), which indicates that the days of sick leave may be calculated and awarded "as projected" consistent with the District's contracts as developed.

Definitions for this Policy:

1. "Full Time Employee" in this policy refers to:
 - a. **Certificated:** Any certified employee who works half time or more per week for the District.
 - b. **Non-Certified:** Any classified employee who regularly works twenty (20) or more hours per week for the District.
2. **Sick Leave:**
 - ~~a. **Certificated:** Sick leave for certified employees will be calculated by the day, or percentage thereof, as defined in the individual employee's contract.~~
 - ~~b. **Non-Certified, Full Time Employees:** Non-certified, full-time employees who are scheduled to work forty (40) hours per week, twelve (12) months per year, will be credited sick leave at the rate of one (1) eight-hour day per month of service. Non-certified twelve (12) month employees who work less than full-time, but more than twenty (20) hours per week, will be credited sick leave at the rate calculated proportionate to the average hours worked per day.~~
 - ~~c. **Non-Certificated, School-Year Employees:** Non-certificated employees who work less than full-time will be credited sick leave at a rate calculated proportionate to the average hours worked per school day per work schedule.~~
 - a. **Classified employees who regularly work 20 hours or more per week and certificated employees who work half time or more per week shall be granted sick leave and other leaves in accordance with State law. Each such employee shall be granted sick leave with full pay of one day as projected for the employment year for each month of service in which he or she works a majority portion of that month. Sick leave for classified employees shall be calculated proportionate to the average hours worked per day.**
 - b. **Sick leave for certificated employees shall be calculated by the day, or percentage thereof, as defined in his or her individual employment contract. The District, may in its discretion, require proof of illness when deemed appropriate, including but not limited to suspicion of abuse of sick leave or false claims of illness. Compensation shall not be provided for unused sick leave.**
3. ~~"Day of Sick Leave" - The day of sick leave granted will be consistent with the length of the employee's regular work day whether it is for eight (8) hours or less per day.~~

4. "Sick Leave" is defined as personal illness. Sick leave may be taken to assist in the recovery of the husband, wife, significant other, or the mother, father, son, daughter, brother, sister, grandfather, grandmother or grandchildren of either the employee or his/her spouse or significant other.
5. Employees have the right beyond this to apply for Family Medical Leave in accordance with FMLA guidelines.

Accumulation of Sick Leave

Unused sick leave will be accumulated from year to year, as long as an employee remains continually in the service of this district.

If a new employee has been employed by another district or state educational agency during the year immediately preceding, that individual's accumulated sick leave, up to the maximum number of days allowed to accumulate in this district will be secured for, and credited, to that new employee.

In no event will the Board compensate an employee for unused sick leave.

Provisions:

The following provisions are to assist in the administration of this policy:

1. Each employee shall be awarded the number of sick leave days generated by the contract.
2. An awarded day of sick leave shall be for only the equivalent length of time as shown by the contract.
3. An employee employed for a portion of the year will have the number of days adjusted to the time worked.
4. While an employee may be awarded the projected days of sick leave, should he/she terminate employment prior to the anticipated time shown on the contract, the number of days actually provided to the employee will be only those for which he/she qualifies.
5. There shall be no limit on the number of days of sick leave accumulated. The accumulated sick leave shall be reportable under Idaho Code 33-1228 for an employee retiring after July 1, 1988.
6. Returning retired PERSI employees may accumulate leave beyond the school year for use in subsequent consecutive school years with the District. No sick leave accrued for returning retired employees shall qualify for the unused sick leave benefits nor be reimbursed.
7. For a new employee to be entitled to sick leave for the current year, the employee has to perform service under his/her present contract. In the event an employee is ill in excess of the accumulated sick leave, a deduction of one contract day in salary will be made for each day of illness in excess of that allowance.
8. Approval by the principal or supervisor is required.
9. The employee may be required to provide proof of illness after three consecutive days of illness. Abuse of this policy by an employee may be cause for dismissal.

10. Employees are permitted to donate their own sick leave days to a specific employee in need by filling out a Designation Form, designation the number of days the employee would like to donate to the employee (just like donating to the sick leave bank). The day(s) will be donated to the receiving employee from the donating employee and not placed in a pool. Any sick day(s) donated must be taken and posted during the current and same pay period in which the days will be used. All PERSI regulations will apply.

LEGAL REFERENCE: Idaho Code 33-1228, 33-1216(a)

ADOPTED: October 17, 1988

AMENDED/REVISED: February 27, 1996; October 2, 1996; July 1, 1997; June 3, 1998; July 15, 2002; May 17, 2010; July 18, 2011; June 20, 2016; November 21, 2016; June 19, 2017; April 15, 2019; July 22, 2024