

NUMBER:	SP 931
EFFECTIVE:	
REVISION:	02/13/2008
PAGES:	2

Statement of.....

Policy and Responsibility

SUBJECT: SPECIAL PROVISIONS: UNPAID LEAVE OF ABSENCE

- 8-1. A teacher with a minimum of three years' experience in Murray School District may be granted an unpaid leave of absence for up to one year when approved by the Board. An exception to the three year experience requirement may be granted by the Board.
- 8-1-1. The request for such leave must be submitted in writing to the Superintendent by the Teacher at least 45 days prior to the last day of work before the commencement of such leave. In cases involving unusual factors which make the above notice requirement impracticable, the Superintendent may recommend waiver of the notice to the Board.
- 8-1-2. When an unpaid leave is approved by the Board, the Teacher will return to his teaching duties in the District for at least one year after the expiration of the leave, unless, in the opinion of the Board, circumstances warrant otherwise.
- 8-1-3. A Teacher returning to the District from an unpaid leave, approved by the Board, will be assured of employment with the District. In the event it is not practicable for the District to assign the Teacher to the same school or teaching area where he previously served, reasonable effort will be made to place the Teacher in an area or position in which the Teacher is qualified.
- 8-1-4. Premiums for group insurance coverage will not be paid by the District for Teachers on unpaid leave. However, the Teacher may retain the group insurance coverage during the unpaid leave period by paying the monthly premiums thereon through the District.
- 8-1-5. A Teacher returning to the District from unpaid leave shall retain the same sick leave benefits as he had accrued at the time of entering upon such leave.
- 8-2. Upon return to the District employment from such special leave of absence, the Teacher shall be placed at the same step position on the salary schedule he occupied when entering upon such leave.
- 8-3. Subject to approval by the Board, leave of absence without pay of up to one year may be granted to a Teacher to enable him to participate in exchange teaching programs in other states, territories, countries, or military teaching programs. Upon return from such leave, a Teacher shall be placed at the same step position on the salary schedule as he would have been had he taught in the District during such period.

8-4. Subject to approval by the Board, leave of absence without pay of one year may be granted to a Teacher to enable him to engage in study reasonably related to his professional responsibilities at an accredited college or university. Upon application, this leave may be extended for an additional consecutive year if approved by the Board. However, upon return of the Teacher to the District from such leave, advancement on the Salary schedule shall be allowed for the first year only of such leave.

8-5. **Military Leave**

8-5-1. A military leave of absence without pay shall be granted, according to law, to any Teacher who shall be inducted into or enlist for active military service. Upon return to the District from such leave, a Teacher shall be placed at the same step position on the salary schedule as he would have been had he taught in the District during such period. The District will comply with current Federal and State law.

8-5-2. A Teacher who is a member of an organized United States Army, Navy, Air Force, or Marine Reserve shall be allowed leave of absence to attend annual encampment or other duties in connection with reserve training requirements under the following conditions:

- a. If the unit(s) require such training to be taken during the Teacher's normal work year.
- b. No Teacher will receive less than his pro-rated salary amount during such leave. If the military salary is equal to or greater than his District salary, the Teacher will receive no remuneration from the District. If the military salary is less, then the District will make up the difference so that the Teacher does not suffer a salary loss while on military leave.
- c. The Principal will direct the Teacher regarding his responsibilities to the substitute so that a smooth transition will take place during the absence of the Teacher of military leave.
- d. Military leave will be granted only on the basis of official military orders which must be filed with the Director of Personnel.

8-6. Any Teacher elected to the position of President of the Utah Education Association will be granted a leave of absence without pay for two years. Upon return to the District from such leave, the Teacher shall be placed in the same step position on the salary schedule he occupied at the time he entered upon such leave.

8-7. In the absence of legal reason to the contrary, a Teacher shall have the right to become a candidate for public office and to serve in such office. Only Teachers elected to public office will be granted a leave of absence without pay in order to serve in public office if such duty would interfere with their teaching assignment. Upon return to the District from such leave, a Teacher shall be placed at the same step position on the salary schedule he occupied at the time he entered upon such leave. Teachers elected to full time public office shall be granted unpaid leave for four years or one term in office whichever is longer.

8.8. Subject to approval of the Board, leave of absence without pay of up to one year may be granted to a Teacher for reasons of extended illness. Upon return to the District from such leave, a Teacher shall be placed at the same step position on the salary schedule he occupied at the time he entered upon such leave.