

## ARTICLE 15 – LEAVES

### 15.1 Definition:

15.1.1 Immediate Family: "Immediate Family" means the father, mother, brother, sister, spouse, registered domestic partner, son or daughter, grandchild, grandparent, or any step or in-law relationships as defined above of the Bargaining Unit Member, or any relative or person living in the immediate household of the Bargaining Unit Member.

15.1.2 Differential Pay: The amount paid to a Bargaining Unit Member once sick leave has been exhausted. The Bargaining Unit Member shall have deducted from their salaries either the amount paid to substitute teachers, or the amount which would have been paid a substitute teacher if employed. The amount deducted will not exceed 50% of Bargaining Unit Member's pay.

15.1.3 Differential Leave: For a period of five (5) months per illness or injury, the Bargaining Unit Member shall have deducted from their salaries either the amount paid to substitute teacher, or the amount which would have been paid a substitute teacher if employed.

### 15.2 Personal Illness or Injury (Sick) Leave

Full time Bargaining Unit Members shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury of the Bargaining Unit Member or his or her immediate family. Such leave shall be accumulative without limit. Such leave shall include doctor, hospital, or clinic visits associated with the illness or injury. A Bargaining Unit Member may utilize sick leave in the following increments: ¼ day (1.75 Hours); ½ day (3.5 hours); full day – (7 hours). When time requested does not fall into one of the above time frames the amount deducted from the sick leave will be rounded to the higher increment. Bargaining Unit Members who work less than full time shall be entitled to that portion of the ten (10) day's leave as the number of hours per week of schedule duty relates to the number of hours for a full time Bargaining Unit Member in a comparable position.

15.2.3 Unused sick leave shall accrue from school year to school year.

### 15.3 Extended Personal Illness or Injury Leave (Sick Leave)

15.3.1 Bargaining Unit Members absent for illness or injury beyond the number of accumulated days of sick leave, shall be placed on differential leave. For a period not to exceed five (5) school months, per illness or injury, the Bargaining Unit Member shall have deducted from their salaries either the amount paid to substitute teachers, or the amount which would have been paid a substitute teacher if employed. (Education Code Section 44977).

15.3.2 Differential Pay: The amount deducted for leave purposes from the Bargaining Unit Member's salary shall be the amount actually paid a substitute teacher employed to fill the position during the leave or, if no substitute is employed, the amount which would have been paid to a substitute. The Bargaining Unit Member shall be guaranteed during the absence, a minimum payment of not less than the difference between one hundred thirty dollars (\$130) dollars per day and his or her regular daily salary.

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- 15.3.3 For the purposes of Parental Leave including Maternity, Paternity, Adoption, and Foster Care, Education Code 44977.5 will be followed by the District in accordance with Assembly Bill 375.
- 15.3.4 Disability Retirement: A Bargaining Unit Member who applies for disability retirement may elect to utilize accrued sick leave. When accrued sick leave is exhausted, he or she will then be placed on five (5) months differential pay. The five (5) month period for the purpose of differential pay is for any one fiscal year.
- 15.3.5 The District may require a Bargaining Unit Member to visit a medical doctor at District expense or to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work. If the report concludes that the illness is not sufficiently severe to warrant continued absence, then the Superintendent or designee after notice to the Bargaining Unit Member, may refuse to grant such leave.
- 15.3.6 If requested by the Superintendent, a Bargaining Unit Member shall not return to work until he or she submits a medical doctor's authorization to return to work. When a Bargaining Unit Member is on extended illness leave, he or she shall not be gainfully or self-employed other than with the District.
- 15.3.7 A Bargaining Unit Member must follow written district procedures for obtaining a substitute as soon as the need to be absent is known, but in no event less than one (1) hour prior to the start of the work day. Failure to provide adequate notice shall be grounds for denial of leave with pay, unless the Bargaining Unit Member can demonstrate circumstances justifying the failure to provide adequate notice.
- 15.3.8 A Bargaining Unit Member on leave must contact the site administrator prior to the end of the student's day to inform the site administrator of the status of the leave. If no contact is made, it will be assumed that the Bargaining Unit Member will not be reporting for work on the next day and a substitute will be secured. If a substitute is secured, the Bargaining Unit Member will not be allowed to work on that day unless the Bargaining Unit Member follows District procedure and makes contact prior to 6:00 a.m. of the day the substitute is secured, in which event, the substitute will be released and the Bargaining Unit Member will return to work.
- 15.3.9 Each Bargaining Unit Member shall be notified of accumulated sick leave by October 15 of each year.
- 15.4 Family and Medical Leave :
- 15.4.1 Under the Federal Family and Medical Leave Act, Bargaining Unit Members may be granted up to twelve (12) weeks (60 days) per year of unpaid family and medical leave for the following reasons:
- a) The birth, adoption or placement in foster care of a child;

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- b) The care of a spouse, son/daughter or parent, who has a serious health condition;
- c) The Bargaining Unit Member's own serious illness.

15.4.2 To be eligible, a Bargaining Unit Member must have been employed for at least twelve (12) months and have been employed for at least 1250 hours of service within the past twelve (12) months (approximately 25 hours per week) (See Appendix D).

15.4.3 A Bargaining Unit Member may use his or her accumulated sick leave concurrently with the Family and Medical Leave Act.

### 15.5 Family School Partnership Leave:

Family School Partnership Leave shall be granted in accordance with the terms of the Family School Partnership Act.

### 15.6 Industrial Accident and Illness Leave :

Industrial accident and illness leave shall be granted in accordance with the terms of Education Code 44984.

### 15.7 Personal Necessity Leave :

A Bargaining Unit Member may elect to use not more than seven (7) days of accrued sick leave during each fiscal year (July 1 to June 30) in cases of personal necessity. The time used shall be deducted from and shall not exceed the number of full paid days of sick leave to which the Bargaining Unit Member is entitled.

Personal necessity includes the following reasons:

- (a) Death of a member of the immediate family when additional leave is required beyond that provided in Section 15.9 of Article 15 - Leaves.
- (b) An accident involving the Bargaining Unit Member's person or property or an accident or illness of a member of his or her immediate family.
- (c) Appearance in any court or before an administrative tribunal as a litigant, party or witness under subpoena, or any order made with jurisdiction.
- (d) Inability to reach the work site because of natural disasters.
- (e) Such other reasons as may be approved by the District.

Except for reasons (a), (b), or (d) above, a Bargaining Unit Member must secure advance permission from the Superintendent or designee before taking personal necessity leave. In addition, the District reserves the right to require verification of necessity before approving such leave for any of the reasons listed above.

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### 15.8 Bereavement Leave :

A Bargaining Unit Member shall be entitled to five (5) days of paid leave of absence on account of death of any member of his or her immediate family. This leave shall not be deducted from sick leave.

### 15.9 Jury Leave :

A Bargaining Unit Member is required to submit to the District proof of his or her selection and time served as a juror, signed by the court clerk. The Bargaining Unit Member will report as directed from the court without reporting to school site prior to jury duty. Bargaining Unit Member will report after the jury duty is completed on the following work day. A Bargaining Unit Member who is summoned for regularly called jury duty, shall be paid up to the amount of the difference between the Bargaining Unit Member's regular earnings and any amount he or she receives as juror's fees.

### 15.10 Inservice Leave :

A Bargaining Unit Member may request in writing, a paid leave for the purpose of improving his or her performance. Such request is subject to approval of the Board of Trustees. The decision of the Board to grant or deny an inservice leave shall be final and binding.

### 15.11 Personal Business Leave :

15.11.1 In addition to other paid leaves, each Bargaining Unit Member shall be entitled to two (2) days of personal business leave each year. Unused personal business leave shall be credited to the Bargaining Unit Member's sick leave account on June 30 of each year. Such leave cannot be utilized for the following purposes:

- (a) To participate in concerted activities intended to disrupt the normal operations of the district.
- (b) The extension of a holiday or vacation.
- (c) For recreational activities.
- (d) For attainment of or preparation for, alternate or supplementary income.
- (e) For matters that can be dealt with during non-work hours.

15.11.2 A request for personal business leave must be submitted in writing to the immediate supervisor at least 48 hours in advance and must verify that the leave shall not be utilized for any of the purposes listed in 15.12.1 above. If it is found that the leave has been wrongfully taken, the bargaining unit member's pay for the period taken off, shall be withheld.

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### 15.12 Military Leave:

15.12.1 In addition to the benefits provided pursuant to Sections 395.01 and 395.02 of the Military and Veterans Code, any employee of a school district who, as a member of the California National Guard or a United States Military Reserve organization, is called into active military duty, may receive, on approval of the governing board of the school district, the benefits provided for in subdivision (b).

15.12.2 Any employee to which subdivision (a) applies, while on active duty, may receive from the school employer, for a period not to exceed 180 calendar days, as part of his or her compensation, all of the following:

- a. The difference between the amount of his or her military pay and allowances and the amount the employee would have received as an employee, including any merit raises that would otherwise have been granted during the time the individual was on active duty.
- b. All benefits that he or she would have received had he or she not been called to active military duty unless the benefits are prohibited or limited by vendor contracts.

15.12.3 The credential of a certificated employee may not become invalid for failure to renew while the employee, as a member of the California National Guard or a United States Military Reserve organization, is on active military duty. A certificated employee shall have a period of 120 days after the end of his or her active duty to renew the credential. (CA Ed. Code Section 44018).

### 15.13 Association Leave :

The Association President or designee shall have a maximum of eight (8) school days of leave during the year to be utilized for Association workshops and Association conferences provided three (3) days notice is given to the Superintendent prior to said leave. An additional three (3) days may be used for Association business if approved by the Superintendent or designee in advance. Days granted the Association under this section are not accruable from year to year.

### 15.14 Sabbatical Leave :

A sabbatical leave may be granted to a Bargaining Unit Member for the purpose of enabling him or her to improve himself/herself professionally and to enable him or her to make a positive contribution to the total education program of the District.

Approval or disapproval of all sabbatical leave requests are at the sole discretion of the Board of Trustees and may not be grieved.

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### 15.14.1 Types of Sabbatical Leaves:

- (a) Study or Research: Bargaining Unit Members on sabbatical leave for advanced study shall undertake a training program for an advanced degree. Evidence of this work shall be verified by official transcripts.
- (b) Travel: Applicants shall submit a proposed itinerary to specify how the trip will contribute to the improvement of his/her service to the District.

Upon completion of the trip, he or she shall submit a written report to the Superintendent.

- (c) Independent Study: Applicants shall pursue a program of study or research related to his or her service to the District. Upon completion of such study, a written report shall be submitted to the Superintendent to reflect the equivalent effort and content required in a formal study program.

### 15.14.2 Eligibility:

Any Bargaining Unit Member who has been in the employ of the District for seven (7) consecutive years of service is eligible to apply for sabbatical leave.

### 15.14.3 Application for Leave:

Applicants for sabbatical leave shall submit a letter of application to the Superintendent prior to March 1 preceding the school year of the sabbatical leave.

- 15.14.4 Any Bargaining Unit Member on sabbatical leave shall receive compensation in accordance with current statutory provisions as follows: one half of the salary said Bargaining Unit Member would have received had the Bargaining Unit Member not been on leave.

### 15.14.5 Determination of Nominees:

If requests for sabbatical leave exceed the allowable number, a committee shall be formed consisting of the Superintendent or his or her representative, an administrator and three (3) Bargaining Unit Members selected by the Association to select nominees for the sabbatical leave. Nominees shall be recommended to the Board on or before April 1 preceding the school year of leave.

#### 15.14.5.1 Conditions for Determining Nominees:

- (a) Reasonable distribution of applicants by school and grade level.
- (b) Relative merits of reasons for desiring leave.
- (c) Seniority of employment.

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- (d) History of previous leaves.
- (e) Benefit to the students of the District.
- (f) Number of years left in teaching after return to District.

### 15.14.6 Length of Service:

Sabbatical leave shall be for one school year. The District may, under special circumstances, grant sabbatical leave for the semester.

### 15.14.7 Liability:

The District shall not be liable for payment of any compensation or damages arising from the death or injury of any Bargaining Unit Member while on sabbatical leave.

### 15.14.8 Retirement:

Time on sabbatical leave shall count toward State Retirement (subject to State approval).

### 15.14.9 Schedule:

Upon his or her return from sabbatical leave, he or she shall advance on the salary schedule as if he or she had remained in regular service of the District.

### 15.14.10 Return to Position:

At the expiration of the leave, he or she shall be assigned according to credential and prior service. There is no guarantee that the Bargaining Unit Member will be given the same assignment as formerly held.

### 15.14.11 Fringe Benefits:

Bargaining Unit Member shall be able to maintain fringe benefits through the District at group rate at his or her expense.

## 15.15 Leaves Without Pay :

15.15.1 Health: The Board may grant a Bargaining Unit Member, upon request, an unpaid leave for health reasons. Such leave shall be for a minimum of one (1) semester and a maximum of one school year. A Bargaining Unit Member who is unable to return on the designated return date, shall be placed on a reemployment list.

15.15.2 Legislative Leave: A permanent Bargaining Unit Member who is elected to the State Legislature shall be considered on an unpaid leave of absence for the length of his term or terms in office.

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- (a) The Bargaining Unit Member on such leave shall notify the Board of this intended return within a reasonable time prior to the return and, whenever possible, at least one semester in advance.
  - (b) The Bargaining Unit Member on such leave shall be entitled to return to employment at the end of the leave.
- 15.16 Miscellaneous : Unless otherwise provided in Article 15 - Leaves, a Bargaining Unit Member on a paid or unpaid leave of absence, shall be entitled to return to the comparable position available which he or she held immediately before commencement of the leave.
- 15.16.1 The Board may approve an extension of Bargaining Unit Member's health or sabbatical leave for a maximum of one (1) year provided, however, that at the end of the extension, such Bargaining Unit Member shall not be entitled to return to the same position and shall not receive credit for a second annual salary increment.
  - 15.16.2 Any Bargaining Unit Member who seeks an extension of health or sabbatical leave shall make application no later than four (4) weeks preceding the expiration of the original leave.
- 15.17 Catastrophic Illness or Injury
- 15.17.1 In the occurrence of a catastrophic illness, injury, or event to a Bargaining Unit Member or his or her immediate family, the Association and the District shall meet and determine what can be done to assist in the situation, within (5) five working days of notification of the catastrophic illness, injury, or event.