

## ARTICLE 11 - LEAVES OF ABSENCE

### Section 1. General Provisions

- a. A leave of absence permits an employee to be absent from duty for a specified purpose and duration, and with specified pay and fringe benefit effects.
- b. Employees on fully paid leave status are treated the same as active employees with respect to salary and fringe benefits. Employees who work or are on paid status for a minimum of 75 percent of the annual work days shall advance on the salary schedule as if on continuous active service. Employees whose leaves of absence are divided between two (2) consecutive fiscal years, may be granted one salary increment if, during the two (2) half years of service, they work or are in paid status 75 percent of the days scheduled in the two semesters taught.
- c. Unless otherwise provided in this Article, an employee returning from paid leave shall be entitled to placement at the same work site that he or she left and, where the previous position remains intact (i.e., filled by a temporary or a substitute) and the employee returns in the same school year, he or she shall return to the same position. Otherwise the District shall attempt to assign an employee to an equivalent position at another work site.
- d. Any employee on an unpaid leave of absence may, at his or her option, continue health and welfare benefits of this Agreement providing he or she pays the District the necessary premium on a tenthly basis.
- e. An employee returning from an unpaid leave shall be entitled to return to the same work site that he or she left, if the previous position remains intact (i.e., filled by a temporary or a substitute). Otherwise the district shall attempt to assign the employee to an equivalent position at another work site.
- f. On or before April 1, or January 1, nearest and preceding the expiration of the leave of absence, the employee must submit a written notification to the Assistant Superintendent, Human Resources, stating his intention of returning to work, requesting an extension of the leave of absence, or terminating his employment from the District. Failure to give such notice by deadline shall be deemed abandonment of position and an implied resignation, provided, however, that the District has given the notice required below. The District shall, prior to a leave being taken by a unit member, inform the unit member by letter of said deadline. In addition, the District shall give the unit member notice of such deadline by certified letter (return receipt requested) to the employee's address of record. Such notice must be mailed by March 1 or December 1, whichever is appropriate. If the required written notice is not given by the District at the above date, it may be given later, but in such cases the individual employee's reply to the notice will be extended to a deadline specified in the letter, which date shall be not less than thirty (30) calendar days from the date of the letter. As the deadline approaches, if the District has not heard from the employee it shall attempt to contact the employee by telephone at the employee's telephone number of record.

- g. The term "shall," when used to describe the granting of a leave herein, indicates that the employee is entitled to the leave if he or she meets the requirements, and that no discretion remains with the District. The term "may" in that context indicates that the Board of Education retains discretion as to whether or not to grant the leave to an employee who otherwise meets the requirements.
- h. Leave of absence requests are to be submitted utilizing the forms provided by the District.
- i. The term "immediate family" as used throughout this Article means: father; father-in-law; mother; mother-in-law; step-parent; legal guardian; brother or sister; grandmother, grandfather or grandchild of the employee or of the spouse of the employee; spouse; son; daughter; step-child; son-in-law; daughter-in-law; aunt; uncle; or any relative living in the immediate household of the employee; legal ward; or any person cohabitating with the employee in the employee's immediate household.
- j. Employees who are on a District approved unpaid leave of absence shall be eligible to apply for the position of "substitute" during such time period.
- k. Requests for leaves must be received by the Assistant Superintendent, Human Resources on or before thirty (30) calendar days prior to the beginning of the requested leaves. Written notification from the person on leave of absence regarding his/her intention of returning to work, requesting an extension of the leave of absence, if appropriate, or terminating employment with the District, must be received by the Assistant Superintendent, Human Resources on or before thirty (30) calendar days preceding the expiration of the leaves of absence.

Section 2.      Sick Leave

- a. Full-time employees shall earn and accrue sick leave time at the rate of ten (10) full days for a full school year of service. Employees assigned to a full daily summer school session shall earn and accrue two-tenths day of sick leave for every one week worked. Full-time employees regularly assigned 205 or more days per year shall accrue sick leave at the rate of eleven (11) full days per year, and those regularly assigned 225 or more days per year shall accrue at the rate of twelve (12) full days per year.

Unused sick leave time shall be accumulated from year to year without limit. The District shall provide each employee annually with a written statement of absences and accumulated sick leave total. Such statements shall be prepared as soon as practical after June 30, and distributed via school mail.

Employees who work less than full-time shall be entitled to earn and accrue the appropriate percentage of sick leave time as it relates to the full-time schedule.

At the beginning of each year the annual ten (10) day accrual shall be posted to each employee's sick leave account, so that it can be used in advance of actual accrual. If an employee uses such leave in advance of accrual, and then

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terminates employment, the District shall recover any sick leave which was used in excess of accrual.

No more than one day of sick leave may be used in any summer school program. Any additional time off in that summer session shall be non-paid.

- b. Except as provided under personal necessity leave (Section 6), sick leave time is to be used solely for absence due to injury or illness, or when under quarantine by order of the Health Office of the City or County.
- c. An employee who has exhausted all accrued sick leave, but who is absent for additional days due to illness or injury, shall receive 50 percent of base salary for each such day, up to a maximum of 100 such additional days, per year for a maximum of two years per illness or injury.
- d. Written approval from the employee's attending physician is required to return to work after an absence of fifteen (15) consecutive working days or more due to illness, upon return from surgery or from an illness requiring hospitalization, and of employees using casts or orthopedic devices.

The physician's clearance must reach the Human Resources Office at the Administration Center one (1) working day prior to the employee's intended return. The physician's clearance must be submitted on the District form "Medical Clearance for Return to Work," or in letter format which must include the following: reason for absence, dates of care, and date of clearance to return to work. The clearance by the physician must also contain a statement that the employee is fully able to perform his/her regular job duties. The cost of the written approval of the physician shall be at the employee's expense. The physician may be contacted by the District to clarify the physical requirements and location of the employee's job, but the District shall first notify the employee of its intention to do so. Human Resources shall not disclose medical data to site administration or others except as reasonably necessary.

- e. The District shall not require an employee to go onto sick leave or remain on sick leave against the employee's wishes without first obtaining a medical evaluation. (See Article 22, Section 2). If the District doctor's opinion conflicts with that of the employee's doctor and the employee requests a review, the two doctors (or the employee and the District) shall mutually agree upon a third physician who shall make a binding determination. If they cannot agree, the County Medical Association shall appoint the third doctor. The cost of the third physician shall be shared equally between the District and employee. If the third doctor determines that the employee was in fact fit to work at the time of the District doctor's decision, then the employee's absence between the time of the District doctor's decision and the final medical decision will not be deducted from salary or charged to sick leave.

### Section 3. Health Leave

- a. For illnesses which are known in advance to be of an extended nature, a permanent or probationary employee may be granted health leave.

- b. The request for a health leave must be accompanied by a written statement by the attending physician recommending the leave for health reasons. The District may request periodic verification of the employee's continued disability and inability to return to duty.
- c. Upon request, employees granted health leaves will be entitled to receive sick leave pay limited by the provisions of Section 2 a. and c. of this Article, and will continue to receive full District-paid fringe benefits until all sick leave benefits are exhausted. At that time the health leave becomes an unpaid leave and the employee may continue fringe benefit coverage at his or her own expense.

Section 4. Pregnancy, Maternity Disability, Child Care, Adoption Leave

- a. **Optional Unpaid Pre-Childbirth Leave:** The District may, upon application and approval, grant an unpaid pre-childbirth leave of absence to an employee prior to the birth of the employee's child and prior to the employee's period of disability. If such absence would disqualify the employee from Health and Welfare benefits coverage, she may arrange with the District for continued coverage during the unpaid leave, at her own expense.
- b. **Pregnancy – Childbirth Disability Leave:** During that period of time during which the employee is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery therefrom, she shall be permitted to utilize her accrued sick leave pursuant to Section 2 of this Article. This leave may be taken either from active duty or from the above Optional Unpaid Pre-Childbirth Leave. While on paid status, the employee shall receive Health and Welfare benefits as provided in Article 15.

Note: This provision for the use of accrued paid sick leave, when taken during a time when the employee was already out on unpaid pre-childbirth leave, is the only exception to the general rule that paid leaves may only be taken from assigned active duty.

- c. **Physician Certifications:** A pregnant employee who elects not to apply for an unpaid pre-childbirth leave pursuant to Section 4 a. above shall be permitted to continue on active duty until such date as she and her physician determine that she must absent herself due to pregnancy disability, provided that she can and does continue to perform the full duties and responsibilities of her position. The employee must also supply to the District her physician's certification as to the beginning and ending dates of actual pregnancy-related disability for which sick leave is claimed, and her physician's release to return to active duty.
- d. **Child Care:** After the period of disability, or upon the placement (de facto custody) of an adopted child, the employee shall, upon written request, be placed on an unpaid status for purposes of child care for the remainder of that school year, semester (or trimester if applicable) or other return date mutually acceptable to the employee and the District. Such leave may in the discretion of the District be extended for up to an additional year.

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### Section 5. Industrial Accident or Injury Leave

An employee who is absent from duty because of a verified and reported industrial injury or illness qualifying under the provisions of the Workers' Compensation Insurance Law, shall be compensated for each illness or injury at the same rate he would have received had he worked, from the first day of absence to and including the last day of absence, not to exceed sixty (60) work days. Allowable leave under this section shall not be accumulative from year to year.

### Section 6. Personal Necessity

- a. A maximum of ten (10) full days of the employee's sick leave time may be used each school year for reasons of personal necessity, as specified below. There is no accumulation from year to year of unused personal necessity days. The employee using personal necessity leave shall notify the immediate supervisor as early as possible, and certify on the District form (to the immediate administrator) the circumstances necessitating such leave. Personal necessity leave shall be granted for the following purposes:
- (1) Death of a close friend, colleague or member of the immediate family, if not covered by Bereavement Leave under Section 8 of this Article;
  - (2) Accident, involving the person or property of the employee, or person or property of a member of the employee's immediate family. Such accident must be serious in nature, involve circumstances the employee cannot reasonably be expected to disregard, and require the attention of the employee during assigned hours of service;
  - (3) Appearance of the employee in court as a litigant;
  - (4) An appearance of the employee as a witness under an official governmental order for which salary is not allowed under this Article, provided that each date of necessary attendance under such order, other than the date specified in a subpoena, shall be certified to by the Clerk or other authorized office of a court or other governmental jurisdictions. In any case in which a witness' fee is payable, such fee shall be collected by the employee and remitted to the District Business Services Office;
  - (5) An illness of a member of the employee's immediate family serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during assigned hours of service;
  - (6) The birth of a child making it necessary for the employee who is the parent of the child to be absent during assigned hours of service;
  - (7) Imminent danger to the home of an employee, occasioned by a factor such as flood or fire, serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during assigned hours of service;

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(8) Any other significant event, of personal necessity to the employee, which cannot be handled outside of work time, the scheduling of which is not within the control of the employee, and which involves circumstances the employee cannot reasonably be expected to disregard. This leave shall not be available for vacation or leisure activities, during times of work stoppage, or on professional development days. Examples of the kinds of events which may qualify for personal necessity include but are not limited to the following, provided they meet the above criteria:

- Doctor or dental appointment not available outside of work time.
- Attendance at an observance required by the employee's religion, which could not be handled outside of work time.
- Car breakdown while driving to work.
- Attendance to employee's child's college move, child's graduation ceremonies, child's special award event, or conference with child's teacher which could not be scheduled after school.
- Travel (which could not be scheduled for non-work time) to family wedding or family reunion event, or to wedding in which employee is a member of the wedding party.
- To cover jury duty service which extends beyond the days provided by Section 13 a. of this Article; or

(9) Personal business – a maximum of three (3) of the 10 maximum annual personal necessity days may be used by an employee for matters of personal necessity which cannot be scheduled outside of working hours but which do not qualify under the above reasons, and may do so without providing reasons. However, such days shall not be usable to provide vacation or leisure; to engage in income-producing activities; to extend a holiday, break or other unassigned days; during a work stoppage; or on staff development days. Also, it is expected that usage of such personal business days will routinely involve notice to the site administrator well in advance of the day in question.

b. Granting or denial of personal necessity leave requests is initially made by site administration, but is subject to review by the Assistant Superintendent, Human Resources at the request of either the employee or the site administrator. However, if the requested leave has been unconditionally signed off by the site administrator, and the employee has acted to his or her detriment in reliance upon such approval (e.g., by purchasing non-refundable airline tickets, or by actually taking the time off without notice that the matter was under review) then the leave shall be deemed approved.

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### Section 7.      Employee(s) Exchange Days – (Employees on non workday with on duty employee)

Employees may participate in Employee(s) Exchange Days, if they so desire, under the following conditions:

- a. Exchanges shall be made only within the assigned credential(s) areas, unless the employee(s) have approval from both site principal(s).
- b. Proposed arrangements for exchanges shall be made between the two employees involved.
- c. The school principal shall be notified of the planned exchange on or before five (5) days prior to the exchange.
- d. The principal shall have final approval of all exchange days. If an exchange request is denied, the employees shall be provided with the specific reasons for denial, upon request. The denial shall not be made in an arbitrary or capricious manner.
- e. There shall be a maximum of five (5) days of exchange for each individual teacher between July 1 and June 30 of each year.
- f. Arrangement shall include completion of the appropriate form, to be signed by both teachers verifying that the exchange days shall be completed between July 1 and the following June 30. There shall be no administrative recourse in non-repayment of exchange days.
- g. If a teacher is unable to fulfill his/her designated obligation in the arranged exchange, he/she shall have the days of non-fulfillment charged as unpaid leave unless the reason for non-fulfillment qualifies for sick or personal necessity leave.
- h. All exchange day agreements are final, unless there is mutual agreement between the exchanging teachers to cancel such agreement.

### Section 8.      Bereavement Leave

Employees shall be allowed full pay for not more than three (3) working days when absent on account of the death of any member of the employee's immediate family. For purposes of this leave only, the employee's ex-spouse shall also be considered a member of the immediate family. When an employee has exhausted his/her personal necessity leave, the District shall grant two (2) additional days of bereavement leave, if so requested by the employee. Bereavement leave with full pay may be extended to a maximum of five (5) days when travel in excess of 300 miles (one-way) is necessary in connection with the bereavement.

Section 9. Home Responsibility Leave

An unpaid leave of absence for home responsibilities may be granted to permanent employees only, for the purpose of child care, adoption, and care of members of the immediate family for health reasons. This leave may be granted only for the remainder of the school year in which it is requested and may be renewed only for the following school year.

Section 10. Family and Medical Care Leave

- a. The District shall provide family and medical leave in compliance with the Family and Medical leave act and the parallel California leave of absence statute (Government Code §12945.2). In meeting such statutory obligations, the District will, to the maximum extent permitted by law, credit any paid or unpaid leave status (plus any health/welfare benefits coverage) otherwise granted by this Agreement toward said statutory obligations. Thus, the statutory leave will run concurrently with the leave(s) granted pursuant to the other sections of this Article. Such crediting toward the statutory obligation shall not require any notice to the employee, and may be determined and calculated "after the fact."
- b. Such statutory family and medical leave status includes up to 12 weeks per year (referring to the 12-month period beginning on the date any family and medical leave commences) as leave of absence, due to childbirth, or adoption, commencement of foster care, or infant care of the employee's child, or the serious illness or health condition of the employee, the employee's spouse, the employee's child or the employee's parents. Leave taken for any of these reasons will be counted against the employee's annual family and medical leave entitlements provided, that the State-required leave of absence due to employee disability caused by pregnancy, childbirth and related conditions, is not credited against the 12 weeks of leave.
- c. For purposes of this section (only), the references to "child" in b above includes a biological, adopted or foster child, stepchild, legal ward, or other person under 18, or an adult dependent child, for whom the employee has primary caregiving responsibility, and the reference to "parent" includes biological, foster or adoptive parent or any other person who had primary caregiving responsibility for the employee when the employee was a child.
- d. The employee must have been employed by the District at least one (1) full year (of at least 1,250 hours of service) immediately prior to such leave in order to qualify for the leave.
- e. The employee shall make a reasonable effort to schedule any such absence or related medical treatment so as to avoid disruption of District operations, and shall give the District at least 30 days' advance notice of such leave plans. However, if the need for such leave is not foreseeable, the employee shall give notice as soon as possible but not more than two (2) business days after learning of the need.
- f. The District may require written certification to be issued by the health care provider of the person with the serious health condition, including certification of the date on which the condition commenced, the probable duration of the

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condition, an estimate of the amount of time the employee is needed to care for the individual if the leave is due to the serious health condition of a child, spouse or parent, and a statement that the illness warrants the participation of the employee or renders the employee unable to perform his or her job functions. The District may also require medical certification of fitness to return to work. Failure to produce any required certification shall result in denial of family and medical leave. If the District doubts the validity of the certification, it may require that the employee or other disabled person obtain a second opinion of a health care provider selected by the District, at District expense. If the two opinions conflict, the District may require a third opinion from a health care provider mutually agreed upon by the District and the employee. The third opinion shall be final and binding on the District and the employee. To the extent that the statutory leave is being granted concurrently with another leave under this Article, the normal contract procedure shall prevail over the above special certification process.

- g. To the extent required by applicable laws, employees returning from a family and medical leave shall be returned to the same position, or to a position comparable to the position, they occupied prior to their leave.
- h. Subject to the above-mentioned "credit" provisions of paragraph b above, the employee during this leave shall be entitled to continued coverage under the health insurance plan to the same extent, and subject to the same conditions, as an active employee.
- i. If the employee fails to return upon expiration of the leave for a reason other than the continuation, recurrence, or onset of a serious health condition which would itself have met the qualifications for family and medical leave, then the District may recover health insurance premiums paid pursuant to the above leave provisions.

### Section 11. General Purpose Leave

- a. An unpaid general purpose leave may be granted to permanent employees only, for reasons other than those specified in the other Sections of this Article. An employee shall be eligible for a maximum of only two (2) semesters (or three (3) trimesters for elementary teachers) of such leave during his/her career in the District.
- b. Requests for general purpose leaves of absence must be received by the Assistant Superintendent, Human Resources at least thirty (30) calendar days prior to the commencement of the leave. Before consideration is given to such a requested leave, the District must have determined that a suitable certificated employee is available as a replacement.
- c. A leave for general purposes may be granted only for a minimum of one (1) semester (or one (1) trimester for elementary teachers) or a maximum of two (2) semesters (or three (3) trimesters for elementary teachers). No other types of leaves, except unpaid health or maternity, will be granted immediately subsequent to a general purpose leave.

Section 12. Opportunity Leave

- a. An unpaid opportunity leave may be granted to a permanent employee for the purpose of providing an opportunity for the employee to gain experience in another work setting which would enhance the employee's capabilities as a teacher upon return.
- b. Requests for opportunity leaves of absence must be received by the Assistant Superintendent, Human Resources at least thirty (30) calendar days prior to the commencement of the leave. Before consideration is given to such a requested leave, the District must have determined that a suitable certificated employee is available as a replacement.
- c. An opportunity leave may be granted only for a minimum of one (1) semester (or one (1) trimester for elementary teachers) or a maximum of two (2) consecutive semesters (or three (3) consecutive trimesters for elementary teachers).

Section 13. Jury Duty and Court Appearance Leave

- a. In the interest of continuity of instruction, an employee who receives a jury duty summons shall immediately apply to the court for a deferral to a time when the employee is not assigned to work. If such deferral is not granted, the employee shall immediately notify the Human Resources Office, and the District shall cooperate with the employee in obtaining such deferral from the courts. If the employee has compelling personal reasons for not seeking such deferral, he or she may request that the jury service not be deferred to unassigned time and if not satisfied with the site administrator's response, may also seek immediate review by the Assistant Superintendent, Human Resources. If non-deferral is approved, or if an employee's timely-requested deferral is ultimately denied by the court, the employee may utilize up to ten (10) paid jury service leave days.

As an incentive for employees to serve jury service during (or defer jury duty service to) summer recess or other non-assigned days, the District shall compensate such employees at the daily substitute rate for up to a maximum of ten (10) days of jury duty actually served during such periods. For the purpose of this section the daily substitute rate is defined as the rate paid to substitute teachers and not the "off-track" rate. For this purpose, "on-call" days are not compensated. A receipt of actual jury duty attendance must be submitted to the Financial Services Office by the employee to be eligible for the compensation provided by this section.

Paid jury duty leave shall be granted for a maximum of ten (10) working days in any year, non-cumulative, for employees whose regular annual assignment basis is 225 or more days a year.

- b. An employee shall receive full pay for absence caused by appearance as a subpoenaed witness in court (limited to the time necessary to testify) under the following conditions:

- (1) When the appearance is at the request of the District; or

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- (2) When the appearance arises out of the employee's performance of District duties and does not involve pursuit of the employee's own interests.

An employee whose required appearance meets the above criteria, but falls on a non-work day, shall be paid at the existing day-to-day substitute rate.

- c. Any fees paid the employee by the court, excluding any court paid mileage fee, shall be remitted to the District Financial Services Office.

### Section 14. Sabbatical Leave (if funded)

- a. Eligibility: A sabbatical leave may be granted, but only to permanent employees of the District with at least seven (7) consecutive years of full-time paid District service. The seven (7) year period must also be satisfied between any two sabbaticals. Sabbatical leave applications shall be evaluated on the following criteria:
  - (1) Potential of future service to the District;
  - (2) Relative merits of reasons for desiring leaves for study and/or travel;
  - (3) Appropriateness of itinerary or study to applicant's future service potential and potential benefit to the students of the District;
  - (4) History of previous leaves (priority of selection will be given applicants who have not had a sabbatical leave granted by the District); and
  - (5) Where the necessary qualifications of the employees involved are relatively equal, length of District service will be the determining factor.
- b. Determination of number of leaves to be granted, if any: The total number of sabbatical leaves that may be awarded for the school year shall not exceed one percent of the full-time employees covered by this Agreement.
- c. Procedural requirements: Requests for sabbatical leaves must be submitted on the appropriate form provided by the District. Request for leaves of absence to begin in September must be received by the Assistant Superintendent, Human Resources on or before March 1 of the preceding year, and for the second semester must be received on or before the preceding November 1.
- d. Length of leave: Sabbatical leaves of absence may be granted to eligible employees only for one (1) semester or two (2) consecutive semesters.
- e. Types of sabbatical leaves:
  - (1) Formal study - Each employee on sabbatical leave must complete a minimum of eight (8) semester hours, each semester in an accredited institution of high learning. The courses or independent research taken

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in such accredited institutions must relate directly to the present and prospective service of the employee.

- (2) Travel - An employee on sabbatical leave must engage in foreign or domestic travel for a least three (3) and one-half months during each semester of leave. The employee requesting travel leave shall submit a rationale for this request and a tentative travel itinerary, at the time of the request, to the Assistant Superintendent, Human Resources.

f. Reports:

- (1) Valid transcripts shall be filed verifying the university or college work taken during the period of the leave for study. All units earned during the sabbatical year that relate directly to the present and prospective service of the employee shall be credited without limitation toward advancement on the Salary Schedule - Appendix "B" of this Agreement during the subsequent year of service.
- (2) The employee on leave for travel shall prepare a visual report, such as slide or film, accompanied by a written or sound narration or both, upon his return. The cost of preparing this report shall be borne by the employee. This report shall be not less than thirty (30) minutes in length, a copy of which will become the property of the District, with appropriate credit given to the employee preparing the material. The report will be stored in the District IMC and be available for use by all employees in the District for appropriate instruction programs. The report shall be completed and presented to the District no later than three (3) months following the employee's return from leave.

g. Compensation:

- (1) An employee on sabbatical leave shall receive compensation equivalent to 50 percent of the basic salary specified in Salary Schedule, Appendix "B" of this Agreement (excluding extra compensation of any type) that he would have received had he been on duty.
- (2) The employee is required to complete two (2) full years of service in the District upon return from a sabbatical leave of absence. Therefore, the employee must furnish the District with a suitable bond.

h. Availability of Leaves:

If an employee is unable to fulfill the requirements of the sabbatical leave provisions due to illness or maternity, as provided in this section, the employee shall be eligible to terminate sabbatical leave status and make application for health or maternity leave. Upon the approval of the District of the change in leave status, all benefits provided by the sabbatical leave provisions of this section shall be discontinued and the provisions of the newly approved leave status shall become effective. Upon the change in leave status, the employee shall not be responsible for fulfilling the requirements of the sabbatical leave provisions provided in this section, with the exception that with the receipt of any

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District paid compensation, the employee must complete two (2) years of service in the District upon return from leave of absence under the specified bonding requirement.

### Section 15. Study Leave

- a. An unpaid leave of absence for formal study may be granted to permanent employees only. Each employee granted a leave of formal study must complete a minimum of eight (8) semester hours, each semester of upper division or graduate work in an accredited institution of higher learning. The study must be directly related to the employee's assignment in the District.
- b. Requests for study leaves of absence must be received by the Assistant Superintendent, Human Resources at least thirty (30) calendar days prior to the commencement of the leave. Before consideration is given to such a requested leave, the District must have determined that a suitable certificated employee is available as a replacement.
- c. A leave for formal study in residence may be granted for a minimum of one (1) semester (or one (1) trimester for elementary teachers) or a maximum of two (2) consecutive semesters (or three (3) consecutive trimesters for elementary teachers).

### Section 16. Travel for Educational Purposes Leave

- a. An unpaid leave of absence for travel for educational purposes may be granted to permanent employees only.
- b. Requests for travel for educational purposes leaves of absence must be received by the Assistant Superintendent, Human Resources at least thirty (30) calendar days prior to the commencement of the leave.
- c. A leave for travel for educational purposes may be granted only for a minimum of one (1) semester (or one (1) trimester for elementary teachers) or a maximum of two (2) consecutive semesters (or three (3) consecutive trimesters for elementary teachers).

### Section 17. Legislative Leaves

- a. An unpaid legislative leave shall be granted only to permanent employees who are elected to the Office of State Assemblyman, State Senator, U.S. Representative, or U.S. Senator.
- b. A legislative leave shall be granted for that period of time for which the permanent employee is elected to office plus six (6) months after expiration of the term of office.
- c. Upon return to duty in the District, the employee shall be entitled to the salary schedule placement to which he would have been entitled had he not absented himself from the service of the District.

Section 18. Conference Leave

The Board of Education may authorize an employee, with or without pay, to attend an educational conference which is directly related to the employee's assigned duties.

Section 19. Leave in Lieu of Layoff

Any permanent employee who has received notice of layoff shall upon request be granted an unpaid leave of absence in lieu of layoff, thus enabling the employee to continue health and welfare benefit coverage at the employee's expense.

Section 20. Catastrophic Sick Leave Bank - To be implemented commencing July 1, 1996:

Catastrophic sick leave may be granted, pursuant to the following provisions:

a. Applications

- (1) The unit member must have suffered a severe incapacitating illness or injury which is expected to be for an extended period of time, as certified by the attending physician, and which prevents the unit member from performing his/her District duties.
- (2) The time off work must create an extreme financial hardship for the applicant.
- (3) The applicant must have made a deposit of at least one (1) day to the bank. This requirement is subject to future revision contract negotiations. (See also paragraph b below).
- (4) The unit member must be in permanent status in order to be eligible for contribution and/or participation.
- (5) The unit member whose absence is a result of a worker's compensation injury/illness is ineligible to apply unless the workers' compensation claim has been finally adjudicated or settled.
- (6) Applicants must submit a form to the Human Resources Office stating the nature of the catastrophic event and the estimated number of days being requested. A copy of the attending physician's certification of the incapacitating illness or injury must be attached.

b. Contributions to the Leave Bank

- (1) Unit members may deposit sick leave in full day increments at a minimum of one (1) day and a maximum of two (2) days in any open window period(s) established by the Catastrophic Leave Committee. (See paragraph (d) below).
- (2) Deposits of sick leave into the catastrophic sick leave bank are irrevocable. Such deposits shall be coordinated by the Catastrophic Leave Committee on an as-needed basis. There will be no sick leave days awarded beyond the total collective balance of banked days.

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### c. Amount and Duration of Benefits

- (1) Any unit member who receives paid catastrophic sick leave shall first use any leave credits he or she continues to accrue on a monthly basis, prior to receiving paid catastrophic sick leave.
- (2) Catastrophic sick leave shall begin upon the exhaustion of the statutory period of extended sick leave benefits, and shall continue the 50% salary payment and the District fringe benefit contribution that the unit member received during said period.
- (3) The catastrophic leave bank will be charged one (1) day of donated leave for each day of paid status resulting from this leave.
- (4) In no event shall this leave (in conjunction with any workers' compensation cash benefit, if any) yield a higher rate of income/fringe benefit contributions than was received when on extended paid sick leave status.
- (5) Catastrophic sick leave may be granted only for the remainder of the school year in which extended sick leave or any other paid status is exhausted, plus the remainder of the following year after extended sick leave has been exhausted in said year, but in no event longer than twelve (12) consecutive calendar months following the start of the leave.

### d. Catastrophic Leave Committee and its Authority

- (1) A joint Association-District committee shall be designated, comprised of three (3) unit members appointed by the Association and three (3) administrative members appointed by the District.
- (2) Eligibility decisions and the duration of catastrophic leave benefits shall be determined by the committee in its sole discretion. Decisions made by this committee shall be made by consensus, are final, and shall be non-reviewable in any other forum including, but not limited to, the grievance procedure.
- (3) Committee proceedings and information obtained by the committee shall be confidential.

### e. Other District Employees

This catastrophic leave plan shall be made available to all certificated employees under the same terms and conditions set forth above.

Section 21.     Military Leave

- a.       An employee in probationary or permanent status who enters the active military service of the United States or the of State of California, including active full-time service in any uniformed auxiliary of any branch of such military service created or authorized as such auxiliary by law, or who enters the service of the United States Merchant Marine, or full-time paid service in the American Red Cross, during any period of national emergency declared by the President of the United States or during any war in which the United States is engaged shall be granted a leave of absence for the duration of such required service, and shall be treated and compensated according to the provisions of California Military and Veterans Code and the Federal Uniformed Services Employment and Reemployment Rights Act.