

ARTICLE XI  
LEAVES

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

Unit members shall be granted the following leaves in conformance with the California State Education Code and supplemented by rules and regulations within the authority granted to the Board of Trustees, and as stated herein:

A. SICK AND PREGNANCY LEAVES

1. Accumulated Sick Leave: Every unit member employed full-time shall be entitled to eleven (11) days leave of absence for illness or injury for each school year of service, exclusive of days service is not required, and such leave shall be accumulative without limit. A unit member employed less than full-time shall receive sick leave in proportion to the length of his/her service year.

2. Leave of Absence for Illness or Accident: Unit members absent for illness or accident beyond the number of accumulated days of sick leave, and for a period of five (5) months or less, 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).

3. Pregnancy Leaves: Sick leave may be utilized by any unit member for illness from pregnancy, miscarriage, childbirth and recovery therefrom. A leave of absence shall be granted to any unit member required to be absent from duty because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence, and the date on which the member shall resume duties, shall be determined by the unit member and the member's physician.

4. Proof of Illness or Injury: A unit member may be required to present a medical doctor's affidavit verifying the personal illness or injury and/or a medical authorization to return to work. Such verification may also be required by the District for just cause.

5. Compensation Adjustments: Unit members receiving payments from the State Compensation Insurance Fund for time lost due to injury shall have deducted from their monthly salary an amount equal to the insurance compensation. Upon termination of the industrial accident or illness leave, the unit member may use his/her sick leave, or illness leave of absence, provided that if the member continues to receive temporary disability indemnity, he/she may only receive compensation which added to his/her disability indemnity, will result in payment to him/her of not more than his/her full salary.

6. Adoption Leave: Unit members may use up to ten consecutive sick leave days, commencing with the receipt of an adopted minor in a legal adoption process, for a home adjustment period.

1 B. INDUSTRIAL ACCIDENT OR ILLNESS LEAVE: Unit members may  
2utilize the industrial accident or illness leave pursuant to the following conditions and  
3limitations.

4

5 1. The industrial accident or illness must have arisen out of and in the  
6course of employment of the unit member, and must be accepted as such by the District's  
7carrier.

8

9 2. Allowable leave for each industrial accident or illness shall not exceed  
10sixty (60) service days.

11

12 3. Allowable leave for industrial accident or illness shall not be  
13accumulated from year to year.

14

15 4. The industrial accident or illness leave shall commence on the first day  
16of absence.

17

18 5. Industrial accident or illness leave shall be reduced by one (1) day for  
19each day of authorized absence regardless of a temporary disability indemnity award.

20

21 6. When an industrial accident or illness leave overlaps into the next  
22fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her  
23for the same illness or injury.

24

25 7. During any paid leave of absence, the unit member may endorse to the  
26District the temporary disability indemnity checks received on account of his/her industrial  
27accident or illness. The District, in turn, shall issue the unit member's salary and shall deduct  
28normal retirement and other authorized contributions. Should the unit member elect to retain  
29his/her indemnity check, the District shall reduce the appropriate salary warrant by the  
30amount of the indemnity check.

31

32 8. Any unit member receiving benefits as a result of these rules and  
33regulations, shall, during the period of injury or illness, remain within the State of California,  
34unless the Governing Board authorizes travel outside the State.

35

36 C. PERSONAL NECESSITY LEAVE: A unit member may elect to use seven  
37(7) days of his/her accumulated sick leave each service year in cases of personal necessity.  
38Conditions governing personal necessity are as follows:

39

40 1. Advance permission shall not be required when leaves are taken for  
41the following reasons:

42

43 a. Death or serious illness of a member of the unit member's  
44immediate family (immediate family is defined under Bereavement Leave).

45

1                   b. Accident, involving the unit member's person or property, or  
2the person or property of a member of his/her immediate family. NOTE: The District should  
3be notified when reasonably possible to permit arrangements for substitutes.

4  
5                   c. Inability to reach the work site because of natural disasters or  
6other circumstances clearly beyond the control of the unit member.

7  
8                   2. Advance notification to the District shall be required, whenever  
9possible, for personal necessity leave for any of the following reasons:

10  
11                   a. Appearance in court as a litigant, witness or accompanying a  
12minor of the immediate family under an official order. The unit member shall furnish  
13evidence of the court appearance to his/her immediate supervisor who shall attach it to the  
14unit member's absence report.

15  
16                   b. To attend meetings and court dates required by a legal adoption  
17process.

18  
19                   c. Doctor or dental appointment of the unit member or member of  
20the immediate family.

21  
22                   d. Illness of a member of the immediate family and/or necessary  
23care of a significant relative.

24  
25(Immediate family, as used in paragraphs 1b and 2a, b, c, and d in this subsection, is defined  
26as persons residing in the unit member's household.)

27  
28                   e. Religious holiday or observance of the unit member's faith  
29which cannot be conducted outside of regular working hours.

30  
31                   f. Attendance at a funeral service when such attendance causes  
32the unit member to be absent during the working day.

33  
34                   g. Under extraordinary circumstances, a unit member may request  
35additional Personal Necessity days, which may be approved at the discretion of the  
36Superintendent or designee. Additional Personal Necessity days will be deducted from  
37accumulated sick leave.

38  
39                   3. Leave in Case of Compelling Personal Importance: Compelling  
40Personal Importance (CPI) is when the unit member has no other choice except to take the  
41leave during the contracted day. The unit member is not required to provide the reason,  
42however, CPI days shall not be used for extending a holiday or vacation, recreational and/or  
43convenience purposes. Two days of personal necessity leave may be used each school year  
44for cases of Compelling Personal Importance. CPI days that are not used remain a part of the  
45unit member's accumulated sick days the following year. Note: The supervisor shall be  
46notified as early as possible in order to permit arrangements for substitutes.

1                   4.       Written or other proof of the reasons given for all personal necessity  
2leaves except cases of compelling personal importance, shall be presented to the District  
3when requested.

4

5           D.       BEREAVEMENT LEAVE: Unit members are entitled to a leave of absence,  
6not to exceed three (3) days, or five (5) days if out-of-state travel or more than 300 miles  
7one-way is required, on account of the death of any member of his/her immediate family.  
8This leave is in addition to all other leaves. Immediate family means: Spouse, mother, father,  
9son, daughter, son-in-law, daughter-in-law, brother, sister, mother-in-law, father-in-law,  
10grandparents of unit member or spouse, grandchild of unit member or spouse, brother-in-law,  
11sister-in-law, step-child, or any person who lives or has lived with the unit member for a  
12minimum of three (3) consecutive years.

13

14       E.       SABBATICAL LEAVE: The Board of Trustees may grant a unit member  
15a leave of absence for study or travel in accordance with the following rules:

16

17                   1.       A sabbatical leave may be granted to a tenured unit member for formal  
18study, independent study and educational travel. The unit member shall be required to  
19perform such services during the leave as the Board of Trustees and the member may agree  
20upon in writing.

21

22                   2.       Sabbatical leave may be granted for not less than one (1) nor more  
23than two (2) semesters.

24

25                   3.       Any unit member under the age of sixty (60) years who has completed  
26seven (7) consecutive years of service in the District, may apply for sabbatical leave.

27

28                   4.       Not more than two (2) unit members shall be on sabbatical leave at  
29any one time. Applications for leaves shall be considered in the order received. An  
30additional sabbatical leave may be granted following each additional seven (7) or more years  
31of continuous service in the District.

32

33                   5.       A unit member on sabbatical leave shall receive fifty percent (50%) of  
34the salary he/she would receive were he/she employed full time in the District. However, the  
35unit member may agree in writing with the Board of Trustees not to receive compensation  
36during the period of the leave.

37

38                   6.       Any unit member who is granted a paid sabbatical leave shall file a  
39bond with the District not later than September 1st which shall enable the District to reclaim  
40any remuneration granted the unit member while on leave, in the event the unit member does  
41not return to the District for the required period after the leave has been completed. Required  
42service after the leave shall be twice the length of the absence.

43

44                   7.       In the event of physical disability or death, whereby the unit member  
45is rendered unable to perform the required service, he/she will be exonerated from forfeiture  
46of bond.

1                   8.       A unit member returning from sabbatical leave shall receive the same  
2 progressive advancement on the salary schedule as he/she would have received had he/she  
3 remained in active service.

4

5                   9.       A period of sabbatical leave does not affect retirement status providing  
6 retirement contributions are made for the period of the leave.

7

8       F.       JURY DUTY:

9                   1.       Unit members called to jury duty shall submit a request for a substitute  
10 as early as possible.

11

12                   2.       Unit members on jury service shall submit a statement certified by the  
13 court clerk which indicates the date and time actually served.

14

15

16