

ARTICLE IV - LEAVES

A. General Provisions:

1. Except where otherwise stated, leaves are available and open to all employees.
2. Employees classified as temporary shall not be entitled to leaves without pay.
3. Each employee on non-paid leave may elect to pay for the continuance of health and welfare benefits offered by the District subject to carrier approval. Employees who continue on non-paid leave for a second year and who elect to pay for the continuance of health and welfare benefits are only guaranteed coverage up to the stop loss limit of the carrier.
4. Cause of absence forms when required should be filed with the appropriate manager prior to leaving the work site upon the first day of return to duties, but shall be filed no later than the end of the second workday after return to duties.
5. Under the terms of the stop-loss coverage through the Municipalities, Colleges, Schools Insurance Group, hereinafter referred to as "M.C.S.I.G.," eligible employees who request and are granted a second year of leave, will not have stop loss coverage. Benefits will be limited to the maximum coverage through M.C.S.I.G.

B. Sick Leave:

Each employee employed for the regular school year term is entitled to ten (10) days of sick leave each year, cumulative as long as s/he remains an employee of the District. Employees employed to serve on an eleven (11) month (191 to 212 workdays) basis or twelve (12) month (213 or more workdays) basis are entitled to eleven (11) or twelve (12) days of sick leave respectively each year, cumulative as long as they remain employees of the District.

A full year's entitlement of sick leave (10, 11, or 12 days) shall be credited to the employee at the start of each school year. The normal manner of proof of illness or injury shall be the employee's signature on a completed cause of absence form.

However, the District may require:

6. Based upon reasonable grounds, a physician's verification of illness or injury stating that the employee was not able to perform or cannot perform the bargaining unit member's normal duties for a specified period, or
7. A written statement by the employee stating that the bargaining unit member is a member of a religious sect, denomination, or organization, and that the bargaining unit member was ill or injured and that the bargaining unit member was treated by the practice of the bargaining unit member's religion.

C. Catastrophic Leave (Sick Leave Bank):

In accordance with Section 44043.5 of the Education Code, the District hereby establishes a Catastrophic Leave program for all tenured certificated (bargaining unit as well as administrators plus the Chief Business Officer) and full time ROP teachers who have served the school district for two (2) complete consecutive school years and who are working in grades 7-12 who suffer from a catastrophic illness or injury.

"Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee or a member of the bargaining unit member's immediate family, defined to include spouse or domestic partner, child or parent of the employee, for an extended period of time, requires the employee to take time off from work for an extended period of time, and taking extended time off work creates a financial hardship for the employee because the bargaining unit member has exhausted all of the bargaining unit member's sick leave and other paid time off. In the case of a member of the immediate family, the employee shall be the primary caregiver.

8. Eligibility

"Eligible leave credits" shall mean earned and accumulated sick leave and vacation.

Eligible leave credits may be donated for a catastrophic illness or injury if all the following requirements are met:

- a. The employee or member of the employee's immediate family as defined above is suffering from a catastrophic illness or

injury requests in writing that the eligible leave credits be donated and provides verification of the catastrophic injury or illness as required by the District. If the applicant is unable to make a written application a family member may submit the documents to the Assistant Superintendent of Human Resources or his or her designee. When the employee is the primary caregiver for a member of the bargaining unit member's immediate family, the District may require verification that the employee is the family member's primary caregiver.

- b. The employee has exhausted all accrued paid leave credits except leave entitlement under Education Code section 44977 and has donated at least one (1) day into the bank at the most recent opportunity.
- c. Leave credits will be granted to applicants in increments of up to twenty (20) days.
- d. An employee who receives paid leave pursuant to this Section shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this Section.
- e. Catastrophic leave credits shall not be used for illness or disability that qualifies the participant for Worker's Compensation Benefits.
- f. Credits shall not be considered available leave for purposes of qualifying for State Teachers Retirement System, hereinafter referred to as "S.T.R.S." Disability.

2. Sick Leave Bank

A sick leave bank shall be established and maintained to provide additional sick leave to eligible unit members who have a catastrophic illness or injury under the following conditions:

- a. Participation in this program is voluntary and limited to only those unit members who have donated at least one (1) day into the

bank at the most recent opportunity and who have provided the District at least two (2) years of service as a certificated employee. Employees with less than two (2) years service to the District who are in need of sick leave days may make a written request to participate to the Assistant Superintendent for Human Resources.

- b. Donations may be made during an open enrollment period at the beginning of the school year. Unit members shall be given a choice on whether future requests for donations shall be automatically taken by the District.
- c. Donations will be made in writing on the form provided by the Human Resources Office.
- d. The Federation will assist in enrolling unit members who wish to contribute to the Sick Leave Bank.
- e. Any employee eligible to participate under Article IV.C. may choose to participate in the sick leave bank after becoming a permanent employee. Eligible employees may enroll during the open enrollment period at the beginning of each school year.
- f. All donations of sick leave credit are irrevocable. Unused donations shall be retained in a bank and used for the next request.
- g. The career maximum amount of donated leave credit that may be used under this Section shall be one hundred eighty-four (184) days.
- h. The District Human Resources Office shall maintain on file the Catastrophic Leave Bank of Credits. Credits donated and distributed shall be made on Human Resources Office forms and shall be authorized by the Assistant Superintendent of Human Resources before transfers are made into and out of the catastrophic leave bank for employees.

- i. Up to a maximum of 125 days per year in the sick leave bank may be donated to the sick leave bank for full time unit members in the Adult Education Program
- j. Prior to the denial of any request to access the catastrophic leave bank, the Assistant Superintendent for Human resources shall consult with the Federation President. If there is no agreement reached between the Assistant Superintendent and the Federation President, a committee to review the requests shall be convened to determine the outcome of the request. The committee shall be composed of the Assistant Superintendent of Human Resources, the site supervisor, the Federation President and a site Federation Building Representative.
- k. Days in the Sick Leave Bank shall accumulate from year to year. When the number of banked sick leave days in the Bank falls to at or below seventy-five (75) days, the District and the Federation shall work together to distribute a request for donations to all unit members working in grades 7-12. Unit members who choose not to donate shall become ineligible to receive sick leave donations from the Bank even though they have previously contributed. No donation of sick leave shall be returned. However, a unit member who has previously contributed to the bank but who does not have the minimum amount of days required for donation will be allowed to continue as a member for the remainder of the school year. In order to continue eligibility in the following school year, the unit member shall contribute at least one day at the first opportunity to do so in the next school year.
 - i Members who joined during the open enrollment period in a given school year will not be required to donate a second day during the same school year, with the exception under subsection C.2.k.2 below.

- ii If the sick leave bank falls below 75 days more than once in the same school year, same year enrollees, as identified in subsection C.2.k.1 above will be required to donate under the guidelines in subsection C.2.k.

- l. No grievance may be filed against the District if a unit members' request for a withdrawal is denied. No action may be taken against the Federation if a unit member's request for a withdrawal is denied.

- m. The District shall provide the SVFT President with an annual accounting of the number of days currently in the Sick Leave Bank and the number

ORDER OF CERTIFICATED LEAVE RIGHTS

		<u>Max. 184 Days Catastrophic Leave</u>	<u>Max. 5 School Months - Runs continuously and includes holidays</u>	<u>24 Month - Prob</u> <u>39 Month - Perm</u>
10 Days				
Current Sick Leave	Accumulated Sick Leave	Sick Leave Bank	Differential Pay- Deduct Cost of Sub	Reemployment List

D. Illness or Accident Leave - Five (5) School Months or Less:

- 1. When an employee is absent from the bargaining unit member's duties on account of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due the bargaining unit member for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill the bargaining unit member's position during the bargaining unit member's absence or, if no substitute employee was employed, the amount which would have been paid to the substitute had the bargaining unit member been employed.

This amount deducted would be the day-to-day substitute rate (1-10 days and 11-45 days) for absences up to forty five (45) days; for absences of more than forty-five (45) days, the per diem rate at Step Four (4), Column Three (III), of the salary schedule applied to the entire period of absence. Deductions shall be prorated if a part-time substitute is employed. The District shall make every reasonable effort to secure the services of a substitute employee.

However, during this period, the District will continue paying the ongoing costs of all health and welfare benefits then in force on behalf of the employee.

2. Five (5) school months is defined as one hundred (100) employee workdays between the beginning and end of the work year, excluding recess days.
3. For the first ten (10) working days of absence in a given school year, current sick leave is used; no deduction is made from salary. These ten (10) days are not part of the one hundred (100) days nor are recess days part of the ten (10) days.
4. After the ten (10) days of current sick leave have been used, the one hundred (100) day period commences. There is no deduction wherein accumulated sick leave is available to be used.
5. For any remaining balance of the one hundred (100) days of sick leave in a given school year, after current and accumulated leave have been used, the employee is entitled to the bargaining unit member's regular salary, less the cost of the substitute's pay.
6. After the one hundred (100) day period has been completed, unless the employee still has accumulated sick leave to which the bargaining unit member is entitled, the employee shall not earn salary of any kind until the bargaining unit member returns to duty. Notification shall be made to the Board when the one hundred (100) day point has been reached. In the event that District-paid health and welfare benefits are to be terminated for the employee, the bargaining unit member shall be so notified, at least five (5) working days prior to termination.

E. **Bereavement Leave:**

1. Employees are entitled to five (5) days absence without loss of pay for the critical illness or the death of any member of the immediate family. Immediate family is defined as a member's spouse, domestic partner, parents, grandparents, in-laws, children, grandchildren, siblings and their spouses, and any person related by blood or marriage. In cases when the death is of an individual in a familial relationship with the bargaining unit member, other than listed in this subsection, approval shall only be by mutual agreement between SVFT and the Assistant Superintendent of Human Resources or his/her designee.
2. If bereavement leave is granted for the critical illness of a member of the immediate family, subsequent bereavement leave for critical illness or death of the same person shall not be granted in the same fiscal year if the employee uses the maximum days allowed during the time of critical illness.
3. Additional leave may be used under Personal Necessity leave for death of a member of the immediate family.
4. See Personal Necessity leave for the death of a close personal friend or the death of a person other than a member of the immediate family living in the immediate household of the employee.
5. Bereavement leave shall not be deducted from sick leave.

F. **Personal Necessity Leave:**

1. Each employee may elect, in case of personal necessity, to use available personal illness or injury "sick leave" for personal necessity, including:
 - a. Death of a member of the bargaining unit member's immediate family as defined under Bereavement leave (in addition to Bereavement leave).

- b. Death of a close personal friend or the death of a person other than a member of the immediate family living in the immediate household of the employee (limited to one (1) day).
 - c. Accident, involving the employee's person or property, or the person or property of a member of the bargaining unit member's immediate family, as described in subsection E.1 of this Article. As used in this Article, personal necessity shall mean that the employee's presence is urgently required elsewhere and not for the convenience of the bargaining unit member or the bargaining unit member's relatives wherein the matter could be taken care of on weekends or in after workday hours.
 - d. Appearance in court as a litigant.
 - e. Illness of a member of the immediate family, brother-in-law, or sister-in-law who is sick and where in an emergency other arrangement cannot be made.
 - f. Unforeseen natural disaster that prevents an employee from getting to work.
2. No more than seven (7) days of "sick leave" may be used for personal necessity in any school year. Three (3) of the seven (7) days of personal necessity may be taken for any reason other than concerted labor activity against the District. These days may not be taken consecutively or before or after a district break or holiday without the prior written consent of the appropriate director, site principal or designee.

G. **Pregnancy Disability Leave:**

- 1. Employees who request leave because of disability due to pregnancy, miscarriage, childbirth, and recovery therefrom shall be granted such leave, the length of which, including the date on which the leave shall commence and the date on which the employee shall resume her duties, shall be determined by the employee and the employee's physician and submitted to the District in writing.

2. All employees shall have the right to utilize sick leave benefits for absences necessitated by disability due to pregnancy, miscarriage, childbirth, and recovery therefrom.
 3. Each employee who submits a claim for sick leave compensation under the provisions of this regulation shall obtain appropriate certification from her physician as to the required absence necessitated by disability due to pregnancy, miscarriage, childbirth, and recovery therefrom.
 4. No sick leave compensation shall be granted without such certification from the employee's physician.
 5. Nothing in these regulations shall prohibit the Board from granting additional days of non-paid leave prior or subsequent to the leave necessitated by the disability due to pregnancy, and recovery therefrom.
- H. **Paternity/Maternity Leave:** An employee is allowed time off with no loss in pay up to a total of one (1) day's absence when the bargaining unit member's child is born or arrives. Such time off may be taken during birth or at the time the child is brought home.
- I. **Child Rearing Leave:**
1. An employee may be granted a leave without pay not to exceed one (1) year for the purpose of rearing pre-school age children.
 2. A request for such leave shall be filed with the Human Resources Office in accordance with the provisions of Section P. of this Article.
 3. An extension of such leave without pay, not to exceed one (1) year, may be granted upon written request in accordance with the provisions of Section P. of this Article.
- J. **Military Leave:** Military leave shall be granted in accordance with federal and state laws subject to the following conditions: The employee shall notify the District and present to the District a copy of the orders received by the employee which stipulate the date of reporting and the date of cessation of such military leave.

K. **Court Duty:** Leaves of absence to appear as a witness in court other than as a litigant shall be granted with no loss in pay provided the employee gives to the District the fee received, exclusive of mileage allowance and reimbursable expenses.

L. **Jury Duty:** Employees shall be released for jury duty without loss in pay subject to the following conditions:

1. The employee, upon notification of assignment to jury duty shall, as soon as possible, but no later than two (2) workdays prior to the commencement of jury duty, notify the bargaining unit member's immediate manager of the dates, location, and estimated time that the bargaining unit member will serve on jury duty.
2. Upon completion of jury duty, the employee shall provide from the Jury Commissioner's Office a statement certifying the dates that the employee was engaged in the performance of the bargaining unit member's duties as a prospective juror and/or as a member of a jury. Such statement shall include the date upon which the services of the employee were no longer required by the Jury Commissioner. Employees serving, as jurors shall turn over jury fees received, exclusive of mileage and reimbursable expenses, to the District. Such time shall not be deducted from sick leave.

M. **Industrial Accident and Illness Leaves:**

Employees shall be entitled to Industrial Accident or Illness leaves of absence under the following provisions:

1. Allowable leaves for any industrial accident or illness shall be for a maximum of sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing for the District in any one (1) fiscal year for the same accident.
2. Allowable leaves shall not accumulate from year to year.

3. Allowable leaves shall commence on the first day of absence.
4. Payment for monthly salary lost while the employee is on industrial accident or illness leave shall, when added to a temporary disability indemnity payment granted to the employee under Workers' Compensation laws, equal, but not exceed, the regular monthly salary.
5. Industrial Accident or Illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a compensation temporary disability payment made under Workers' Compensation.
6. When an industrial accident or illness occurs at a time when the full sixty (60) days shall overlap into the next fiscal year, July 1, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the illness or injury occurs, for the same illness or injury.
7. After the sixty (60) day leave of absence is exhausted and if the employee is not medically able to return to work, the bargaining unit member shall in addition be entitled to the provisions of Sections 44977., 44978., and 44983., of the Education Code. If the employee continues to receive temporary disability indemnity, the bargaining unit member may elect to take as much of the bargaining unit member's accumulated sick leave, which when added to the bargaining unit member's temporary disability indemnity shall result in a payment to the bargaining unit member of not more than the bargaining unit member's full salary.
8. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of the bargaining unit member's industrial accident or illness.
9. Any employee receiving benefits for industrial accident or illness may travel outside the State of California for a period not to exceed thirty (30) days if approved by the Superintendent or the bargaining unit member's designee. The employee shall file the bargaining unit member's request to

travel with the Assistant Superintendent of Human Resources stating the bargaining unit member's reason for travel, departure date, location, mailing address and return date.

10. Travel outside the state in excess of thirty (30) days may be approved by the Superintendent or designee if:
 - a. The employee files with the Human Resources Office a verification from a physician that travel outside the state in excess of thirty (30) days is necessary for medical care or treatment, or
 - b. The employee verifies that care can be provided more reasonably in the home of a friend or relative. In such a case, the District may require periodic verification by a physician that the employee is still disabled and unable to work.
11. Employees requesting or planning leaves of absence for industrial accident or illness are required to provide a doctor's certification that the employee is medically unfit to work. Payment shall not be made unless such certification is on file with the District.

N. **Administratively Approved Leave:**

1. The Superintendent or designee may grant leaves of absence subject to the conditions set forth in this Section.
 - a. Up to three (3) full days for any employee at full pay when the purpose of the leave is for the benefit of the District and the students thereof.
 - b. Up to three (3) full days for any employee, upon condition that the employee pays the cost of a substitute teacher whether or not a substitute is employed when the purpose of the leave is for the benefit of the employee and the District.
 - c. Up to thirty (30) working days of non-paid leave of absence within a school year, when

the purpose of the leave is for the benefit of the employee. A full daily rate deduction of pay shall be made for each day of such leave inclusive of a daily rate deduction for health and dental insurance premiums.

O. **Federation Leave:**

The Superintendent or designee shall grant the Federation President or representative up to fifteen (15) days per school year for the purpose of either attending the statewide annual Federation conference or conducting Federation business. The cost of a substitute teacher shall be borne by the Federation. All requests for Federation leaves shall be made no later than two (2) workdays preceding the planned commencement of said leave.

P. **Other Non-Paid Leaves:**

The Board may grant other non-paid leaves of absence.

1. Non-paid leaves of absence scheduled to commence after the end of a school year for the ensuing school year or a portion thereof, shall be requested by submission of a letter to the Human Resources Office no later than April 15 of each school year. Requests for non-paid leaves of absence as described herein shall not be considered beyond April 15 or any school year unless they are for extraordinary and unusual reasons.
2. Leaves to commence during a school year for a period in excess of thirty (30) days shall be requested in writing no later than thirty (30) days prior to the commencement of said leave and shall not be considered thereafter, unless for extraordinary and unusual reasons. The District upon receipt of a request for a non-paid leave to commence during a school year for a period in excess of thirty (30) days shall act expeditiously to obtain a suitable replacement for the employee, but may delay commencement of the leave until a suitable replacement is obtained.
3. **Conditions:** Non-paid leaves of absence as described herein, inclusive of child rearing leave, shall be subject to prior approval of the District and shall be requested in writing and are subject to the following conditions:

- a. Agreement by the employee to notify the District in writing of the bargaining unit member's intentions to return or not return to the employment of the District by a date specified by the District at the time the employee signs their request in writing as revised in accordance with this Agreement.
 - b. Agreement by the employee that failure to meet such notification requirement shall be deemed a voluntary resignation.
4. Upon request, the Federation shall receive a copy of each approved leave request. Failure to provide such copy, except willful and deliberate refusal by the District, shall not be the basis of a grievance nor the grounds for a lawsuit by an individual employee who has failed to meet notification requirements specified by the District.
5. a. The District shall make a reasonable effort to return an employee returning from the bargaining unit member's leave of not more than a year in duration to the school the bargaining unit member was assigned to prior to the leave.
- b. If the employee is not returned to the bargaining unit member's previous school, the bargaining unit member may transfer or be transferred in accordance with the applicable provisions of the transfer provision of this Agreement.
6. Extensions: Requests for extensions of non-paid leaves must be filed in writing at least ten (10) days prior to the agreed upon notification date referred to in Sub-section 3.a.
7. An employee who receives an extension shall agree that the post-leave assignment may be at any school of the District, notwithstanding the transfer/reassignment procedures in this Agreement.

Q. Leaves - Statutory and/or Short-Term:

Employees on statutory and/or short-term leaves listed herein shall under normal circumstances be returned to

the work site and assignment they held at the commencement of such leaves:

1. Sick leave (Including five (5) school month provision)
2. Industrial Accident and Illness leave
3. Jury Duty leave
4. Bereavement leave
5. Personal Necessity leave
6. Pregnancy Disability leave
7. Paternity/Maternity leave
8. Military leave
9. Court Duty leave
10. Administratively Approved leave
11. Federation leave

The foregoing leaves need to be requested in writing, signed, dated, and submitted to the District's HR Office, and shall not be subject to the conditions therein. However, nothing contained in this Agreement shall preclude the right of the District to effect a transfer or reassignment of employees on the leaves referred to in this Section in accordance with the transfer procedures contained in this Agreement.

R. **Election or Appointment to a State or Federal Office:**

An employee elected or appointed to a State or Federal Office shall be granted a non-paid leave of absence for the term of office. If the employee on such non-paid leave of absence notifies the District within six (6) months after the term of office has ceased of the bargaining unit member's intent to return to the District, the bargaining unit member shall be entitled to return to the District. If the duration of the leave is for more than one (1) year, such employee may be assigned to any school in the District upon the bargaining unit member's return to paid status, notwithstanding the provisions of the transfer/reassignment procedures contained in this Agreement.

S. **Sabbatical Leaves:**

1. Five-tenths of one percent (.5%) of the bargaining unit may be granted sabbatical leaves of absence by the Board during any one (1) school year upon recommendation of the Superintendent, subject to the following conditions:

- a. A sabbatical leave as defined herein shall be no more than one (1) year in duration.
- b. Requests for sabbatical leaves of absence will be received by the Superintendent in writing in such form as may be required beginning October 1 of the school year preceding the year for which the sabbatical leave is requested. Applications for sabbatical leave shall be received by the Office of the Assistant Superintendent of Instructional Services from October 1 through December 1 of each school year. The Board shall receive recommendations from the Superintendent and take action upon sabbatical leave applications on or before the fifteenth of January of the ensuing calendar year.
- c. An applicant for a sabbatical leave must have completed at least seven (7) consecutive full school years in active service as a regularly appointed certificated employee in the District by the time such a leave should begin in order to be eligible for sabbatical. Layoff within the applicable statutory period for reemployment shall not constitute a break in service for sabbatical leave purposes. A year spent on layoff within the foregoing statutory period shall count as part of the seven (7) years required if the employee works seventy-five percent (75%) of the days or hours of the school year. Any paid leave or non-paid leave of absence granted by the Board shall not be considered a year of service for the purpose of determining eligibility for sabbatical leave.
- d. Employees on sabbatical leave shall be paid at fifty (50%) percent of full salary rate. Upon return from sabbatical leave, the employee shall be placed on the appropriate step on the salary schedule as though such employee had not been on leave of absence.
- e. An applicant for sabbatical leave will submit a written proposal together with an application letter within the application

period to the Assistant Superintendent of Instructional Services.

- f. Employees on sabbatical leave shall receive the same health and welfare benefit coverage provided to full-time employees in accordance with Article XII of this Agreement.
- g. The Asst. Superintendent of Instructional Services shall evaluate the applications and proposals for sabbatical leaves, and make recommendations regarding the applications and proposals to the superintendent no later than the December 31 of any school year. These recommendations shall be based on guidelines formulated by the Sabbatical Leave Committee consisting of two (2) members selected by the Federation and two (2) members selected by the administration.
- h. If necessary, and if appropriate arrangements can be made, a sabbatical leave may be taken in two (2) separate semesters provided that the leave is commenced and completed within a three (3) year period.
- i. A sabbatical leave of absence may be extended as a non-paid leave of absence without pay, benefits or salary increment for one (1) additional year, subject to the provisions of Section P. of this Article.
- j. The employee must file with the Board a suitable bond indemnifying the District for any salary paid the employee during the period of sabbatical leave in the event said employee fails to return and to render the necessary years of service in this District following the termination of the sabbatical leave, or in the event said employee fails to carry out the conditions contained in the bargaining unit member's application and proposal.
- k. Failure of an employee to return and render service or to complete the scheduled program of study or travel shall not result in a forfeiture of the bond when such failure is due to death or physical or mental disability certified by a licensed physician. If the employee during the period of sabbatical

leave requests termination of the sabbatical leave for reasons of physical or mental disability certified by a physician, the leave shall be terminated and the employee shall be entitled to utilize the bargaining unit member's full sick leave benefits, including the five (5) month provision. If all sick leave benefits, including the five (5) month provision, are exhausted within the school year, the employee shall be considered to be on non-paid leave of absence for the remainder of the school year. There shall be no forfeiture of the indemnity bond, and the employee shall be released from the bargaining unit member's obligation to complete the requirements contained in the sabbatical leave proposal.

1. Sabbatical leave shall count toward retirement, and all retirement contributions of the employee shall be collected.
- m. The employee shall agree to return to employment with the District for one (1) full year in the event of a one-half (1/2) year sabbatical leave of absence, or two (2) full years in the event of a full year sabbatical leave of absence. The employee shall agree to notify the Office of the Superintendent for approval of any projected change in the bargaining unit member's proposal for professional improvement.
- n. The employee returning from a sabbatical leave of absence shall submit to the Superintendent a report containing transcripts of all college and university studies while on leave and/or a description of travel and all of the items of information pertinent to an evaluation of the bargaining unit member's sabbatical leave activities. A report shall be made to the Board.
- o. The District shall make a reasonable effort to assign employees returning from sabbatical leaves of absence to the school to which the bargaining unit member was assigned prior to the leave.

- p. An applicant who is not selected for a sabbatical leave shall, upon request, be given a conference with the person(s) at the level where the leave is not recommended. If the Board does not approve the recommendation, the conference, if requested, shall be with the Superintendent or the bargaining unit member's designee.

T. **Shared Leave:**

In the event that two (2) employees wish to request an unpaid leave of absence for either one (1) semester or for half (1/2) days for an entire school year, such employees may be granted such leave requests from a commonly shared teaching assignment.

Shared leave may be set up in either of two (2) ways:

1. Two (2) employees may share a single assignment on the basis that Employee "A" may occupy a full-time assignment during one (1) semester while Employee "B" is on leave, with the situation being reversed during the second semester.
2. Two (2) employees may share a common assignment with each employee teaching throughout the year on a halftime (1/2) basis, with Employee "A" receiving the preparation period for one-half (1/2) the year and Employee "B" receiving the preparation period for the second half (1/2) of the year.

Shared leave may be granted upon application to the Board, and such leave is subject to the provisions governing unpaid leaves listed herein.