

The Federation may act as a grievant for probationary grievants on all Articles except for Article IX - Evaluation Procedures.

**13. Form:**

Grievances shall be submitted on the adopted form in Appendix K. For Level I grievances, the top portion of the form and the bottom signature box shall be the only parts used for the purpose of establishing the grievance timeline.

**ARTICLE IV - LEAVES**

**A. General Provisions:**

1. Except where otherwise stated, leaves are available and open to all bargaining unit members.
2. Bargaining unit members classified as temporary shall not be entitled to leaves without pay.
3. Each bargaining unit member on non-paid leave may elect to pay for the continuance of health and welfare benefits offered by the District, subject to carrier approval. Bargaining unit members 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. Bargaining unit members are required to report all absences using the District's automated management system. When reporting an absence, employees must indicate the reason for the absence. For personal necessity leave, the specific reason must be identified, with the exception of specified "No Tell" days. Any absence that requires pre-approval must be submitted using the District's cause of absence form.
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 bargaining unit members 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.

6. The District shall provide bargaining unit members access to an online platform updated monthly which displays the remaining balances of sick, personal necessity, and in-lieu (comp time) leaves by categories.

**B. Sick Leave:**

1. Each bargaining unit member employed for the regular school year term is entitled to ten (10) days of sick leave each year, cumulative as long as they remain an employee of the District. Bargaining unit members 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.
2. A full year's entitlement of sick leave (10, 11, or 12 days) shall be credited to the bargaining unit member at the start of each school year and shall be reported on each bargaining unit member's monthly pay warrants. Proof of illness or injury shall be the bargaining unit member's submission of an absence on the district's automated absence management system or signature on a completed cause of absence form.

**However, the District may require:**

- a. Based upon reasonable grounds, a physician's verification of illness or injury stating that the bargaining unit member was not able to perform or cannot perform the bargaining unit member's normal duties for a specified period, or
- b. A written statement by the bargaining unit member 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 permanent certificated (bargaining unit members as well as administrators plus the Chief Business Officer) and full time ROP bargaining unit members 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 bargaining unit member or a member of the bargaining unit member's immediate family, defined to include spouse or domestic partner, child, or parent of the bargaining unit member, for an extended period of time, requires the bargaining unit member to take time off from work for an extended period of time, and taking extended time off work creates a financial hardship for the bargaining unit member 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 bargaining unit members shall be the primary caregiver.

#### **1. Eligibility**

- a.** "Eligible leave credits" shall mean earned and accumulated sick leave and vacation.
- b.** Eligible leave credits may be donated for a catastrophic illness or injury if all the following requirements are met:
  - i.** The bargaining unit member or member of the bargaining unit member'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 designee. When the bargaining unit member is the primary caregiver for a member of the bargaining unit member's immediate family, the District may require verification that the bargaining

unit member is the family member's primary caregiver.

- ii.** The bargaining unit member 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.
- iii.** Leave credits will be granted to applicants in increments of up to twenty (20) days.
- iv.** An bargaining unit member who receives paid leave pursuant to this subsection shall use any leave credits that they continue to accrue on a monthly basis prior to receiving paid leave pursuant to this subsection.
- v.** Catastrophic leave credits shall not be used for illness or disability that qualifies the participant for Worker's Compensation Benefits.
- vi.** 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. Catastrophic Sick Leave Bank**

A Catastrophic Sick Leave Bank shall be established and maintained to provide additional sick leave to eligible bargaining 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 bargaining unit members who have donated at least one (1) full time 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. Bargaining unit members 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. Bargaining unit members shall be given a choice on whether future requests for donations shall be automatically taken by the District.
- c.** Donations shall be made in writing on the form provided by the Human Resources Office.
- d.** The Federation will assist in enrolling bargaining unit members who wish to contribute to the Catastrophic Sick Leave Bank.
- e.** Any bargaining unit member eligible to participate under Article IV.C. may choose to participate in the Catastrophic Sick Leave Bank after becoming a permanent bargaining unit member. Eligible bargaining unit members 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 subsection shall be one hundred eighty-four (184) days.
- h.** The District Human Resources Office shall maintain on file the Catastrophic Sick 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 Sick Leave Bank for bargaining unit members.
- i.** Up to a maximum of one hundred twenty-five (125) days per year in the Catastrophic Sick Leave Bank may be donated to the Catastrophic Sick Leave Bank for full time bargaining 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 Federation Site Representative.

- k.** Days in the Catastrophic Sick Leave Bank shall accumulate from year to year. When the number of banked sick leave days in the Bank falls to or below seventy-five (75) days, the District and the Federation shall work together to distribute a request for donations to all bargaining unit members. Bargaining 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 bargaining 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 bargaining unit member shall contribute at least one (1) day at the first opportunity to do so in the next school year.

- i.** Bargaining unit 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.ii below.

- ii.** If the Catastrophic Sick Leave Bank falls below seventy-five (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 bargaining unit member's request for a withdrawal is denied. No action may be taken against the Federation if a bargaining unit member's request for a withdrawal is denied.
- m.** The District shall provide the SVFT President with a quarterly accounting of the number of days currently in the Catastrophic

Sick Leave Bank and an annual accounting of the number of members.

**ORDER OF CERTIFICATED LEAVE RIGHTS**

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

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

1. When a bargaining unit member 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 bargaining unit member, 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 bargaining unit member employed to fill the bargaining unit member's position during the bargaining unit member's absence or, if no substitute bargaining unit member was employed, the amount which would have been paid to the substitute bargaining unit member had the bargaining unit member been employed.

This amount deducted would be the day-to-day substitute rate for days 1-10 and, at day 11 and over, the long-term substitute rate for absences. Deductions shall be prorated if a part-time substitute bargaining unit member is employed. The District shall make every reasonable effort to secure the services of a substitute bargaining unit member.

However, during this period, the District shall continue paying the ongoing costs of all health and welfare benefits currently in effect on behalf of the bargaining unit member.

2. Five (5) school months is defined as one hundred (100) bargaining unit member 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 bargaining unit member 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 bargaining unit member still has accumulated sick leave to which the bargaining unit member is entitled, the bargaining unit member 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 period has been reached. In the event that District-paid health and welfare benefits are to be terminated for the bargaining unit member, the bargaining unit member shall be so notified at least five (5) working days prior to termination.

**E. Bereavement Leave:**

1. Bargaining unit members 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 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 bargaining unit member 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 bargaining unit member.
5. Bereavement leave shall not be deducted from sick leave.

**F. Personal Necessity Leave:**

1. Each bargaining unit member 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 bargaining unit member (limited to one (1) day).
  - c. Accident, involving the bargaining unit member'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 bargaining unit member'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 or in-law who is sick and where in an emergency other arrangements cannot be made.
  - f. Unforeseen natural disaster that prevents a bargaining unit member from getting to work.
2. No more than ten (10) days of "sick leave" may be used for personal necessity in any school year. Three (3) of the ten (10) 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. Bargaining unit members 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 bargaining unit member shall resume their duties, shall be determined by the bargaining unit member and the bargaining unit member's physician and submitted to the District in writing.
- 2. All bargaining unit members shall have the right to utilize sick leave benefits for absences necessitated by disability due to pregnancy, miscarriage, childbirth, and recovery therefrom.
- 3. Each bargaining unit member who submits a claim for sick leave compensation under the provisions of this regulation shall obtain appropriate certification from their 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 bargaining unit member'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:**

1. A bargaining unit member 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. Nothing shall preclude bargaining unit members who meet the statutory requirements from using pre-approved twelve (12) weeks family medical leave where the bargaining unit member shall have the cost of their substitute bargaining unit member and/or the use of unpaid leave.

**I. Child Rearing Leave:**

1. A bargaining unit member may be granted a leave without pay not to exceed one (1) year for the purpose of rearing preschool-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:**

1. Military leave shall be granted in accordance with federal and state laws subject to the following conditions: The bargaining unit member shall notify the District and present to the District a copy of the orders received by the bargaining unit member, which stipulate the date of reporting and the date of cessation of such military leave.

**K. Court Duty:**

1. 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 bargaining unit member reimburses to the District the fee received, exclusive of mileage allowance and reimbursable expenses.

**L. Jury Duty:**

1. Bargaining unit members shall be released for jury duty without loss in pay subject to the following conditions:
  - a. The bargaining unit member, 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 administrator of the dates, location, and estimated time that the bargaining unit member will serve on jury duty.
  - b. Upon completion of jury duty, the bargaining unit member shall provide from the Jury Commissioner's Office a statement certifying the dates that the bargaining unit member 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 bargaining unit member were no longer required by the Jury Commissioner. Bargaining unit members 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:**

Bargaining unit members 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 bargaining unit member 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 bargaining unit member is on industrial accident or illness leave shall, when added to a temporary disability indemnity payment granted to the bargaining unit member 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 bargaining unit member 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 bargaining unit member 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 bargaining unit member 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 bargaining unit member 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 bargaining unit member 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 bargaining unit member 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 bargaining unit member 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 bargaining unit member 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 bargaining unit member is still disabled and unable to work.

**11.** Bargaining unit members requesting or planning leaves of absence for industrial accident or illness are required to provide a doctor's certification that the bargaining unit member is medically unfit to work. Payment shall not be made unless such certification is on file with the District.

**12.** Upon submission of a written request to the site's administrator or designee for industrial illness leave, the site administrator shall not charge to sick leave any absence of two (2) hours or less. Absences exceeding two (2) hours shall have the excess over the two (2) hours charged to sick leave (Personal Necessity).

**N. Administratively Approved Leave:**

**1.** The Superintendent or designee may grant leaves of absence subject to the conditions set forth in this Section.

**2.** Up to three (3) full days for any bargaining unit member at full pay when the purpose of the leave is for the benefit of the District and the students thereof.

3. Up to three (3) full days for any bargaining unit member, upon condition that the bargaining unit member pays the cost of a substitute bargaining unit member whether or not a substitute is employed when the purpose of the leave is for the benefit of the bargaining unit member and the District.
4. 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 bargaining unit member. 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:**

1. The Superintendent or designee shall annually release the Federation President and/or representative(s) from their bargaining unit work assignment(s) in order to serve the Federation's membership and bargaining unit. All-associated costs (including salary and benefits) for bargaining unit members released to serve the Federation shall be reimbursed to the District with the exception of substitute bargaining unit member costs. All requests for annual Federation leaves shall be made no later than the last workday of each preceding work year. The District shall return bargaining unit members who finish their Federation leaves to positions within the bargaining unit that are appropriate for their actively maintained certificated credential(s).

**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 bargaining unit member 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 bargaining unit member 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 bargaining unit member signs their request in writing as revised in accordance with this Agreement.
  - b. Agreement by the bargaining unit member 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 bargaining unit member who has failed to meet notification requirements specified by the District.
  - a. The District shall make a reasonable effort to return a bargaining unit member returning from the bargaining unit member's leave of not more than one (1) year in duration to the school the bargaining unit member was assigned to prior to the leave.



- b. If the bargaining unit member 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.

**5. 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.

- 6. A bargaining unit member 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:**

- 1. Bargaining unit members 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:

- a. sick leave (including five (5) school month provision)
- b. Industrial Accident and Illness leave
- c. Jury Duty leave
- d. Bereavement leave
- e. Personal Necessity leave
- f. Pregnancy Disability leave
- g. Paternity/Maternity leave
- h. Military leave
- i. Court Duty leave
- j. Administratively Approved leave
- k. Federation leave

- 2. The foregoing leaves need to be requested in writing, signed, dated, and submitted to the District's Human Resources 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 bargaining unit members on the leaves

referred to in this subsection in accordance with the transfer procedures contained in this Agreement.

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

1. A permanent bargaining unit member elected or appointed to a full-time State, Federal, or Local Office requiring a leave of absence shall be granted a non-paid leave of absence for the term of office. If the bargaining unit member 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 bargaining unit member 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. 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 (15th) 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 bargaining unit member 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 bargaining unit member 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. Bargaining unit members on sabbatical leave shall be paid at fifty percent (50%) of full salary rate. Upon return from sabbatical leave, the bargaining unit member shall be placed on the appropriate step on the salary schedule as though such bargaining unit member 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. Bargaining unit members on sabbatical leave shall receive the same health and welfare benefit coverage provided to full-time bargaining unit members 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 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 bargaining unit member must file with the Board a suitable bond indemnifying the District for any salary paid the bargaining unit member during the period of sabbatical leave in the event said bargaining unit member 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 bargaining unit member fails to carry out the conditions contained in the bargaining unit member's application and proposal.
- k.** Failure of a bargaining unit member 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 bargaining unit member 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 bargaining unit member 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 bargaining unit member 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 bargaining unit member 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 bargaining unit member shall be collected.
- m. The bargaining unit member 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 bargaining unit member 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 bargaining unit member 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 bargaining unit members 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) bargaining unit members 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 bargaining unit members may be granted such leave requests from a commonly shared certificated employment assignment.

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

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

**U. Climate-Related/Environmental Emergency Leave:**

1. In cases where the bargaining unit member is physically prevented from getting to the worksite due to climate or environmental emergencies and severe weather events including, but not limited to: floods, fire, wind damage, earthquake, etc. as ordered by emergency services, up to one (1) day of paid leave per academic year shall be provided if all other leave is exhausted. Any bargaining unit member requiring this partial or full day leave shall provide evidence of the emergency order.
  - a. Bargaining unit members shall inform their principal or designee as soon as safely possible that they are physically unable to get to their worksite. During a time of crisis, failure to communicate with their worksite within five (5) calendar days due to unforeseen circumstances shall not constitute an abandonment of a bargaining unit member's position.