

8.17.1.3 Unit members shall contact the IEP chairperson if that member cannot attend a scheduled IEP.

8.17.1.4 Unit members shall not be required to attend IEP meetings on their days off.

8.18 Elementary Supervision Time

8.18.1 Elementary supervision is based on the number of K-6 regular classroom teachers at each school site times sixteen (16) minutes per teacher. Daily hour allocation will be calculated and provided to school sites prior to the start of each school year. Kindergarten teachers shall be entitled to one (1) daily relief period of not less than 15 minutes.

8.19 Overnight Field Trips/Extended Workday

8.19.1 Teacher participation in overnight field trips shall be voluntary. It shall not be a requirement of a teaching assignment, and lack of participation shall not result in teacher reassignment.

8.19.1.1 In the event that a unit member elects to not attend an overnight field trip, the site administrator shall seek a site member to volunteer for replacement. If the administrator is unable to find a volunteer, the district shall attempt to find a suitable volunteer to attend the trip.

8.19.1.2 In the event that adequate supervision is not obtained, the field trip will be cancelled.

8.19.2 Principals and teachers shall work collaboratively to plan overnight field trips.

8.19.3 A staff member who accompanies students on an overnight field trip and is responsible for students beyond the regular instructional day will be released fifteen (15) minutes after the students return to school and leave for home. If that school day has ended, however, the staff member will be released when all students are safely off campus.

**ARTICLE 9 - LEAVES OF ABSENCE**

9.1 General Provisions Applicable to All Leaves

9.1.2 For the life of this Agreement, the District will maintain the following leave provisions.

Definitions: The following definitions apply only to this Article (9).

9.1.2.1 Member of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or grandchild of the employee or the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, any relative living in the immediate household of the employee, or a domestic partner.

9.1.2.2 Domestic Partnership: Domestic partners are two persons, each aged eighteen (18) or older, who have chosen to live together in a committed relationship and who have agreed to be jointly responsible for living expenses incurred during the domestic partnership.

9.1.2.2.1 “Live together” means that two people share the same living quarters. Each partner must have the legal right, documented in writing, to possess the living quarters.

9.1.2.2.2 “Responsible for living expenses” means that the partners are jointly responsible for the common welfare and financial obligations of each other which are incurred during the domestic partnership.

- 9.1.2.2.3 Neither shall have been a member of another domestic partnership within the previous six (6) months, unless that domestic partnership terminated by death.
  - 9.1.3 Upon recommendation of the Superintendent or designee, the Board of Education may approve leaves of absence for employees, with or without pay, as prescribed in the provisions of this Agreement.
  - 9.1.4 In the event of a suspected or actual work stoppage, strike, slowdown or other concerted activity, the District may require prior approval and/or verification as to the reasons for any absence.
  - 9.1.5 Prior to February 1, of each year, the Personnel Department shall send a letter to all persons currently on leave asking their intention to renew their contract for the coming year.
  - 9.1.6 All persons who are on leaves of absence must notify the Personnel Department by March 1, on their leave of absence year of their intention to renew their contract for the next school year.
  - 9.1.7 The Associate Superintendent, Human Resources, or designee, will determine the start and termination dates of leaves by considering the needs of the educational programs of the school site and the needs of the employee.
  - 9.1.8 Employees who desire an extension of a leave shall make application to the Associate Superintendent, Human Resources or designee at least eight (8) weeks prior to the expiration date of the original leave. Upon such request, the Associate Superintendent, Human Resources or designee may recommend that the Board of Education approve an extension of the leave for a period not to exceed one (1) year.
  - 9.1.9 While an employee is on leave of absence, a position within the District is encumbered.
- 9.2 Unpaid Leaves
- 9.2.1 Applies to All Unpaid Leaves
    - 9.2.1.1 Certificated employees on an unpaid leave of absence may continue to participate in the District's employee health and welfare benefit programs by paying the full premiums, when applicable, subject to the restrictions imposed by the District's insurance carrier or by law.
    - 9.2.1.2 Any employee on an unpaid leave of absence for one (1) year or less shall return to his/her previous work site if he/she so desires. If the employee has indicated a desire to return to his/her previous work site, then the site administrator will contact that employee and give him/her the same consideration as if the employee were an active and current member on site when establishing specific assignments for the up-coming year. See Article 11.5.6 for specific guidelines.
  - 9.2.2 Health Leave
    - 9.2.2.1 The Board of Education may grant a leave of absence without pay to regular certificated employees for health reasons upon verification of need by a physician and recommendation of the Superintendent or designee. Such leave shall last not less than the duration of the current semester/trimester or more than one (1) year. The termination date of the leave will, whenever possible, coincide with the start of a new semester/trimester.
    - 9.2.2.2 Prior to re-employment a certificate of health clearance from the attending physician shall be submitted to the Associate Superintendent, Human Resources or designee.

### 9.2.3 Education Leave

9.2.3.1 Regular certificated employees with tenure status may be granted a leave of absence without pay for the purpose of educational improvement upon the recommendation of the Superintendent or designee. The educational improvement shall be in conjunction with an accredited college or university. Such leave shall normally last not less than one semester/trimester or more than one (1) year. No teaching experience credit shall be given for this leave time.

9.2.3.2 Normally, a minimum of eight (8) semester units of upper division or graduate level work is required for a one (1) semester/trimester leave and sixteen (16) units are normally required for a two (2) semester/three (3) trimester (one [1]-year) leave.

### 9.2.4 Family and Medical Leave

9.2.4.1 The Board of Education may grant any employee an unpaid family and medical leave. This leave shall be unpaid, except as set forth below in 9.2.5. Health insurance shall continue to be paid by the District at the current levels for any period of differential leave taken pursuant to either the Family and Medical Leave Act (“FMLA”) or the California Family Rights Act (“CFRA”) and related federal and state statutes. This leave shall not exceed three (3) full semesters or four (4) full trimesters in length.

9.2.4.1.1 In order to be eligible to take leave under the FMLA-CFRA, an employee must have worked 1,250 hours during the twelve (12)-month period immediately preceding the start of leave and have worked for the employer for twelve (12) months.

9.2.4.2 An employee may be granted a family and medical leave for the purpose of bonding with a newborn child, when adopting a child, when a child is placed in the foster care of the employee, when caring for the employee's child or children, or when caring for the employee's spouse, domestic partner, and/or parent(s).

9.2.4.2.1 “Parent” includes biological, adoptive, step or foster father or mother, or any other individual who stood *in loco parentis* to the employee when the employee was a child. “Child” includes biological, adopted, or foster child, stepchild, legal ward, or child of a person standing *in loco parentis*, who is either under age eighteen (18), or age eighteen (18) or older and “incapable of self-care because of a mental or physical disability” at the time that FMLA-CFRA leave is to commence. “Spouse” means a husband or wife and includes individuals in a common law marriage or same-sex marriage.

9.2.4.3 Employees on parental leave may be permitted to perform per diem teaching services such as: substitute teaching, teaching adult education classes, and participating in workshops, when not otherwise being compensated by the District.

### 9.2.5 Maternity and Paternity Leave

9.2.5.1 For up to one year following the birth, adoption, or foster placement of a child, either parent may take up to twelve (12) weeks of leave for the

purpose of bonding with the child. Otherwise unpaid, either parent, is eligible for parental leave under CFRA, may apply sub differential to this bonding leave, pursuant to Education Code section 44977.5.

9.2.5.1.2 The twelve (12)-week period shall be reduced by any period of personal necessity leave taken during the maternity or paternity leave.

9.2.5.1.3 If both parents are employees of the district, the 12-week-period must be shared between them.

9.2.5.1.4 If a school year terminates before the twelve (12)-week period is exhausted, the employee(s) may take the balance of the twelve (12)-week period in the subsequent school year.

9.2.6 Personal Unpaid Leave

9.2.6.1 A maximum one (1) year personal unpaid leave may be applied for after five (5) consecutive years of District employment status.

9.2.6.2 An additional one (1) year unpaid leave may be applied for after every subsequent five (5) years of District service.

9.2.6.3 These unpaid leaves may not be accumulated.

9.2.6.4 Applications must be submitted to the Associate Superintendent, Human Resources or designee prior to March 1<sup>st</sup>, preceding the requested year of leave.

9.3 Paid or Partial Paid Leaves

9.3.1 Applies to All Paid or Partial Paid Leaves

9.3.1.1 Certificated employees on paid leaves of absence will receive credit for annual salary increments and may continue to participate in the District's employee health and welfare benefit programs on the same basis as regular employees, subject to restrictions imposed by the District's insurance carrier or by law.

9.3.2 Sick Leave

9.3.2.1 Any full-time certificated employee shall be entitled to an aggregate total of ten (10) days of leave for illness (physical or mental), injury, or medical appointments with full pay, for each year of service.

9.3.2.2 Certificated employees on extended year contracts will accrue sick leave on the following schedule:

DAYS OF REQUIRED SERVICE	SICK LEAVE SCHEDULE DAYS
175-189	10
190-199	10-1/2
200-209	11
210-219	11-1/2
220 or more	12

9.3.2.3 If the employee does not take the full amount of leave allowed in any school year, the amount not taken shall be accumulated from year-to-year.

9.3.2.4 The District shall notify in writing all certificated personnel of the number of accumulated days of sick leave on the monthly pay warrant.

9.3.2.5 An eligible retiring certificated employee who is also a member of the State Teachers' Retirement System, shall be credited at his/her retirement

for each day of accumulated and unused sick leave as computed by the State Teachers' Retirement System.

- 9.3.2.6 Less than full-time employees: A certificated employee employed for less than five (5) full days a week shall be entitled to that proportionate time for ten (10) days leave of absence for illness or injury as the number of hours and days employed bears to five (5) full days.
- 9.3.2.7 An employee initially employed is entitled at once to sick leave that the employee would be entitled to after one year of service.
- 9.3.2.8 Full use of the annual sick leave may be made at any time during the regular school year. If a first-year employee should leave the employ of the District before the end of the year, any monies drawn for sick leave in excess of the rate of one (1) day per month shall be refunded to the District.
- 9.2.3.9 Certificated employees transferring to another school district in this state shall have transferred with them any accumulated sick leave. A certificated employee coming to this District from another school district in this state shall be entitled to all sick leave accumulated in the former district. (Employees are responsible for initiating the transfer of sick leave.)

### 9.3.3 Personal Necessity Use of Sick Leave

- 9.3.3.1 During any school year, certificated employees may elect to use accumulated sick leave as set forth below for any of the reasons listed in 9.3.3.1.1, 9.3.3.1.2, 9.3.3.1.3 and 9.3.3.1.4 When possible, employees should notify their administrator in advance of their absence.
  - With 0-5 years of District service, not more than seven (7) days.
  - After five (5) years of District service, not more than eight (8) days.
  - After ten (10) years of District service, not more than nine (9) days.
- 9.3.3.1.1 Personal business that cannot be conducted outside of the work day.
- 9.3.3.1.2 Matters involving the employee's immediate family.
- 9.3.3.1.3 Emergency situations involving the employee or employee's property or the person or property of a member of the employee's immediate family, of such a nature that the immediate presence of the employee is required during the work day. An "emergency" shall be defined as a situation that can neither be planned nor anticipated. No more than two days per school year may be utilized for this purpose.
- 9.3.3.1.4 Certificated employees shall be required to secure advance permission from their unit administrator or the Associate Superintendent, Human Resources for leave taken for the following reasons:
  - 9.3.3.1.4.1 Professional improvement or training in the field of education.
  - 9.3.3.1.4.2 Certificated employees may elect to use up to ten (10) additional days of accumulated sick leave for life threatening illness, injury, or operation involving a member of his/her immediate family upon verification of a physician and approval of the Associate

Superintendent, Human Resources. It is the responsibility of the employee to notify the Associate Superintendent, Human Resources prior to the leave.

#### 9.3.4 Differential Leave

9.3.4.1 When a certificated employee is absent from duty because of a medically-verified disabling illness or injury, the employee shall be paid his/her regular salary less the sum paid to the substitute for a period up to five (5) months.

9.3.4.1.1 First, all available unused sick leave is used until exhausted. (*California Education Code, Sections 44964, 449779.3.4.2*)

9.3.4.1.2 Second, when sick leave has been exhausted, differential leave will begin. Sick leave and differential leave shall run consecutively. Differential leave shall not exceed five (5) school months. (*California Education Code, Section 44977[b][1]*)

9.3.4.1.3 An employee shall not be provided more than one five (5) school month period per illness or accident. However, if a school year terminates before the five (5) school month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (*California Education Code, Section 44977[2]*)

9.3.4.1.4 When all available leave has been exhausted and the employee is not medically able to resume the duties of his/her position, the employee shall be placed on a reemployment list for a period of twenty-four (24) months (if the employee is probationary) or thirty-nine (39) months (if the employee is permanent). When the employee is medically able, during the twenty-four (24)-month or thirty-nine (39)-month period, he/she shall be returned to employment in a position for which he/she is credentialed and qualified. The twenty-four (24)-month or thirty-nine (39)-month period shall commence at the expiration of the five (5)-month period. (*California Education Code, Section 44978.1*)

9.3.4.1.5 For the purpose of this leave only, the term five (5) school months shall mean 100 consecutive workdays commencing with the first (1<sup>st</sup>) day of absence after the exhaustion of all accrued sick leave. For a less than full-time employee, the days shall be counted the same as for a full-time employee at his/her work site.

9.3.4.1.6 The sum deducted from the employee's pay shall be the amount paid to the substitute in accordance with adopted District policy.

9.3.4.1.7 If the District has a tiered rate in effect, the deduction shall start commencing with day one (1) of the employee's absence at the lowest amount and get progressively larger.

9.3.4.1.7.1 This progression shall apply even if it is known at the outset that the leave will extend beyond the initial rate.

9.3.4.1.8 The Associate Superintendent, Human Resources or designee may require evidence during sick leave of absence, including doctor's statement of the employee's ability or inability to satisfactorily perform the functions of the employee's position. Approval of the Associate Superintendent, Human Resources or designee is required prior to a return to position status following an injury or illness absence which extends into differential status.

9.3.5 Critical or Terminal Illness Leave for Immediate Family Care

9.3.5.1 In the event the employee has expended the personal necessity leave provided by the provisions of this Agreement, an extended leave up to thirty (30) days may be granted by the Associate Superintendent, Human Resources or designee for critical or terminal illness of a member of the immediate family.

9.3.5.1.1 The employee will notify the Personnel Department at the earliest possible time in the event of critical or terminal illness of a member of the family.

9.3.5.1.2 The employee will be required to present evidence for need of such leave by a written statement of the attending physician.

9.3.5.1.3 Upon proper verification, only the cost of a substitute will be deducted from the employee's warrant.

9.3.5.1.4 Formal approval by the Board of Education is necessary for a leave of absence exceeding thirty (30) days.

9.3.6 Pregnancy Disability Leave

9.3.6.1 Paid pregnancy disability leave of absence shall be granted to an employee in relation to childbearing as follows:

9.3.6.1.1 An employee who is pregnant may continue in active employment as late into her pregnancy as her health permits and as certified by a physician. Disability, as certified by her attending physician, caused or contributed to by pregnancy, miscarriage, abortion, childbirth, a recovery there from is considered, for all job-related purposes, a temporary disability and shall be treated as such under the sick leave provisions of this Agreement.

9.3.6.1.2 The Associate Superintendent, Human Resources or designee shall require the employee to submit verification of ability or disability as certified by the attending physician to continue her classroom duties.

9.3.7 Bereavement Leave

9.3.7.1 A regular certificated employee will be granted a maximum of three (3) days leave, or five (5) days, if travel is out of state or one-way travel of 200 miles or more is required, at full pay, in the event of death of a member of his/her immediate family.

9.3.8 Industrial Accident and Illness

- 9.3.8.1 When an industrial accident or illness makes it necessary, the Board of Education shall grant a leave of absence not greater than sixty (60) working days. (*California Education Code, Section 44984*)
- 9.3.8.1.1 Allowable leave shall not be accumulative from year to year.
- 9.3.8.1.2 Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.
- 9.3.8.1.3 Industrial accident or illness leave will commence on the first day of absence.
- 9.3.8.1.4 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of the State, exceed the normal wage for the day.
- 9.3.8.1.5 Industrial accident leave will be reduced by one (1) day, for each day of authorized absence, regardless of a temporary disability indemnity award.
- 9.3.8.1.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount of unused leave due him/her for the same illness or injury.
- 9.3.8.1.7 Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in *California Education Code, Sections 44977, 44978, and 44983*. For the purposes of each of these sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity will result in a payment to him/her of not more than his/her full salary.
- 9.3.8.1.8 The Board of Education may provide for such additional leave of absence, paid or unpaid, as it deems appropriate. Following such leave the employee may return to the employee's position without suffering any loss of status or benefits.
- 9.3.8.1.9 During any paid leave of absence, the employee may endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, will deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.
- 9.3.8.1.10 In all cases, employee benefits are to be computed on the basis of the employee's regular wage or salary prior to the deduction of any amounts for temporary disability payments. However, in no case shall an employee receive more than regular salary. (*California Education Code, Sections 44043 and 44044*)

- 9.3.8.1.11 When all available leaves of absence have been exhausted and an employee is still unable to resume the duties and responsibilities of the position, the employee's active employment status shall be terminated; and the employee shall be placed on a re-employment list for a period of thirty-nine (39) months.
- 9.3.8.1.12 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the governing board authorizes travel outside the State.
- 9.3.8.1.13 Any employee who has been placed on a re-employment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

9.3.9 Jury Duty Leave

- 9.3.9.1 Employees necessarily absent because of service on a jury shall receive full pay during such service, provided that jury duty proof of attendance is collected by the employee and remitted to the District.
- 9.3.9.2 A unit member who postpones jury duty from contracted workdays to non-contracted workdays, shall receive the "Folsom certificated substitute rate" for each day of jury service on a non-contracted workday.
  - 9.3.9.2.1 To be compensated, the certificated employee must submit the following documents to the site administrative assistant:
    - A Timesheet
    - The original Jury Summons showing the contractual workday (Paper/electronic)
    - The original Jury Summons showing the postponed workday (Paper/electronic)
    - The Jury Receipt certifying the date(s) served were non-contracted workday(s)

9.3.10 Litigation Leave

- 9.3.10.1 Employees who serve as a witness (under an official order) in criminal cases, where they are not the defendant, or who officially represent the District in any litigation or official hearing, shall receive no reduction in pay or benefits.

9.3.11 Military Leave

- 9.3.11.1 Any full-time employee who may enlist or be conscripted into the defense forces of the United States for service or training, shall be granted military leave. He/she shall be reinstated to a position in this school system with full credit including increment(s) under the salary schedule, upon written request supported by competent proof that the applicant is fully qualified to perform the duties of said position. The application for reinstatement shall be made within reasonable time after discharge or release from military service, and not later than ninety (90) days from the date of release or discharge.
- 9.3.11.2 Personnel called by the armed forces for military screening or military physical examination shall suffer no loss of pay for the period required for such activity.
- 9.3.11.3 Employees who are members of any reserve corps of the Armed Forces

of the United States or of the National Guard, or who are inducted, enlisted, or otherwise ordered into active duty, shall be granted such leave as provided in the Military and Veterans Code.

9.3.11.4 Any employee who is a member of a reserve component of the United States or of the California National Guard is entitled to temporary military leave not to exceed 180 calendar days during any period of ordered duty for active military training. (The 180-day period authorized for military leave is intended to cover the normal two weeks of training during the summer months or the attendance at a service school.) Employees on ordered military leave for active training shall be granted and shall be entitled to all rights and privileges they would receive in their public employment if they were not absent for such training.

9.3.11.5 Any employee who is on temporary military leave of absence and who has been in the service of the public agency from which the leave is taken for a period of not less than one (1) year immediately prior to the day on which the absence begins shall be entitled to receive his/her salary or compensation as such employee for the first thirty (30) calendar days of any such absence. Pay for such purposes shall not exceed this section in determining the one (1) year of public agency service. All services of said public employee in the recognized military service shall be counted as public agency service.

9.3.12 Study and Travel Leave

9.3.12.1 The Board of Education may approve study and travel leaves not to exceed one (1) year for certificated employees who have served the District for seven (7) consecutive years. The number of employees granted study and travel leaves in any one semester shall not exceed one percent (1%) of those employees in the unit.

9.3.12.2 Study and travel leaves may be granted by the Board of Education from the District rather than from any given position, for the purpose of advanced study, travel study programs, and research. Normally, a minimum of twelve (12) semester units of upper division or graduate level work is required for one (1) semester/trimester leave, and twenty-four (24) units are normally required in the case of two (2) semester/three (3) trimester (one-year) leaves. Such leaves are granted not as a reward for professional services, but rather as an opportunity to prepare for improved service which will benefit the schools and the pupils of the District.

9.3.12.3 The study and travel leave programs shall operate according to the established provisions of this Agreement.

9.3.12.4 Applications for this leave will be reviewed by a study and travel leave committee for making recommendations and establishing priority to the Superintendent or designee. The Superintendent or designee will submit recommendations to the Board of Education.

9.3.12.5 The establishment of these provisions does not void the option of the Superintendent or designee to make recommendations or the Board of Education to grant special study and travel leaves in the best interest of the District.

9.3.12.6 Compensation during a study and travel leave shall be computed at fifty percent (50%) of the pay the employee would have received had the

- employee remained in the employee's regular position, including any factor dependent upon special credentials, but not including any payment for special assignment or extracurricular activities.
- 9.3.12.7 Time spent on study and travel leave shall be credited as regular District service in the determination of years of service for sick leave, seniority, and eligibility for fringe benefits, provided the requirements established for the study and travel leave have been satisfactorily met.
- 9.3.12.8 Applications for study and travel leave will be made in accordance with the following provisions:
- 9.3.12.8.1 The application for study and travel leave shall be made on the prescribed District form and submitted to the Associate Superintendent, Human Resources or designee, who shall call a meeting of the Study and Travel Leave Committee, as necessary and present applications and/or applicants for review.
- 9.3.12.8.2 The deadline for submitting application for study and travel leave for the fall semester is February 1, and the spring semester, October 1.
- 9.3.12.9 The Study and Travel Leave Committee shall be composed of three (3) members of the Association, selected by the Association; and three (3) members of the administration, selected by the Superintendent or designee.
- 9.3.12.10 A majority of the Study and Travel Leave Committee must approve a study and travel leave request for recommendations to the Superintendent or designee. Should there be more than one (1) approved request, the applications shall be ranked in priority order by the Study and Travel Leave Committee and presented to the Superintendent or designee for recommendation to the Board of Education.
- 9.3.12.11 The following criteria shall be utilized in establishing priority order for study and travel leave recommendation:
- 9.3.12.11.1 Contribution to the needs of the pupils and schools of the District.
- 9.3.12.11.2 Likelihood of continued service beyond the minimum service required at completion of leave.
- 9.3.12.11.3 Record of contribution to the District.
- 9.3.12.12 Following the granting of a study and travel leave by the Board of Education, a contract of agreement shall be completed including the following: Effective dates, salary and method of payment, number of collegiate units to be earned, and other purposes to be fulfilled. The signing of such a contract, including the agreement to refund study and travel leave salary as prescribed by these provisions, shall be in lieu of furnishing a bond.
- 9.3.12.13 Upon return from study and travel leave, the employee shall file with the Superintendent or designee a detailed report within twenty (20) days after returning, giving evidence that the provision of the leave has been met. It shall also include a personal appraisal of the experience and activities involved that will be useful to the District.
- 9.3.12.14 Persons returning from study and travel leave shall serve the District for

a period not less than twice the length of the leave.

- 9.3.12.15 If an employee does not serve the District after return for a period which is equal to twice the period of the leave, the employee shall refund to the District an amount which bears the same proportion to total compensation received while on leave as the amount of time which was not served bears to the total amount of time agreed upon.
- 9.3.12.16 In the event that the program of study agreed upon in the study and travel leave contract with the District is interrupted by serious accident or illness during the leave and properly verified by a qualifying physician, such interruption shall not constitute a violation of the contract or prejudice the employee against receiving the rights and benefits provided under the terms of the study and travel leave. Such an interruption shall not extend over such a period of time that would cause the purpose of study and travel leave to be abandoned.
- 9.3.12.17 Should the disability extend to the point that the program has to be abandoned, the study and travel leave may be terminated; and either sick leave or regular long-term health leave may be substituted by mutual agreement.
- 9.3.12.18 In all cases of serious accident or illness of a prolonged nature, the Personnel Department shall be properly notified by registered letter within ten (10) days after the occurrence or medical diagnosis.
- 9.3.12.19 If death prevents the employee from fulfilling the agreement to return to service in the District, no repayment of salary will be required from the employee's estate.

#### 9.3.13 Association Leave

- 9.3.13.1 The District shall provide to the Association, a maximum of thirty (30) days leave of absence per year. Such leave may be taken by the Association president and/or other members of the Association subject to the limitations listed, to perform leadership duties and/or assist in the processing of employee grievances.
  - 9.3.13.1.1 Reasonable notice to the Superintendent or designee shall be given by any employee taking Association Leave pursuant to these provisions.
  - 9.3.13.1.2 Any one member of the Association may be given a maximum of fifteen (15) days of Association Leave per year. (In no case shall the total number of days exceed thirty [30] per year.)
  - 9.3.13.1.3 The Association shall reimburse the District for the cost of the substitute employed to render service in place of the employee taking Association Leave. The sum deducted from the employee's pay shall be the amount paid to the substitute in accordance with adopted District policy.
  - 9.3.13.1.4 This leave is in addition to release time for negotiations.
- 9.3.13.2 The FCEA shall be granted release time for Association duties. Release time will be granted at the ratio of .5 FTE/200-unit employees. The FCEA will be granted a choice of full or part-time release for each FTE.
  - 9.3.13.2.1 The FCEA will provide to the Associate Superintendent, Human Resources prior to July 1 of each year (when

possible) the names of each member to be released for the following school year.

9.3.13.2.2 FCEA and Associate Superintendent, Human Resources, will enter into an agreement specifying the duties and responsibilities for the part-time, back-fill teachers.

9.3.13.2.3 The teacher(s) sharing the classroom duties with the released member will be agreed upon by the Associate Superintendent, Human Resources, and the released member.

9.3.13.2.4 If the replacement teacher is working in a full-time capacity, teacher selection will be at the discretion of the Associate Superintendent, Human Resources.

9.3.13.2.5 Salary and Benefits.

Depending upon the choice of full or part-time leave, the FCEA agrees to reimburse the District fifty percent (50%) of the sum of the annual cost of the released member's salary and benefits and the replacement teacher's (class 2, step 1) salary and benefits. For purposes of this contract provision, salary does not include stipends or additional compensation for District responsibilities in the areas of coaching, club sponsor, department chair, or mentor. Fringe benefits package includes: health, vision, dental, and life insurance. The District will continue to pay all non-voluntary benefits.

(This reimbursement will be made on a semi-annual or annual basis upon receipt of invoice from the District.) The above calculation will be prepared by the District on or before October 1st annually and agreed upon by the District and FCEA. The calculation may periodically be adjusted during the year if necessary. The above calculation will cover the cost of providing full-time sick leave accrual to the released employee. The released employee shall be entitled to utilize his/her sick leave based on the percentage of his/her District assignment.

9.3.13.2.6 During this leave, the FCEA President (and designee) will continue to be compensated by the District and will retain all rights and benefits.

9.3.13.2.7 Return to Service.

Upon completion of a leave of absence, the FCEA president (and designee) shall return to his/her previous work site and assignment(s) if he/she so desires. Upon return to duty, the FCEA President (and designee) shall not suffer reprisals for his/her Association activities.

#### 9.4 Catastrophic Leave Bank

##### 9.4.1 Creation and Purpose

9.4.1.1 The Association and the District agree to create a Catastrophic Leave Bank ("Bank") effective July 1, 2007.

- 9.4.1.2 Catastrophic Leave will permit credentialed employees of the District to donate days to a Bank that will administer those days according to the terms of this section.
- 9.4.1.3 “Catastrophic illness or injury” is defined as an illness or injury that is expected to incapacitate the employee for an extended period of time or that incapacitates a member of the employee’s immediate family whose incapacity requires the employee to take time off from work for an extended period of time to care for that family member and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all his/her sick leave, excluding differential leave. A doctor’s verification is required.
- 9.4.1.4 The “immediate family”, for the purpose of catastrophic leave, shall be defined as spouse, domestic partner, child, step-child, parent, and any relative currently living in the immediate household of the employee.
- 9.4.1.5 Days in the Bank shall accumulate in the Bank from year to year.
- 9.4.1.6 The Catastrophic Leave Bank shall be administered by a joint committee comprised of two (2) members appointed by the Association and two (2) members appointed by the District. Appointments shall be made on a bi-annual basis.
- 9.4.2 Eligibility and Contributions
  - 9.4.2.1 All credentialed employees of the District covered by this agreement (excluding substitutes) with one (1) year of service within the District are eligible to contribute to the Bank.
  - 9.4.2.2 All contributions to the Bank will be in the form of personal necessity days.
  - 9.4.2.3 Participation is voluntary but requires contributions to the Bank. Only contributors will be permitted to withdraw from the Bank.
  - 9.4.2.4 Employees who elect not to join the Bank must wait until the beginning of the next school year to join the Bank or may join during the period in which an additional day contribution is required of the Bank.
  - 9.4.2.5 The contribution, on the appropriate form, must be authorized by the unit member.
  - 9.4.2.6 Members wishing to cancel must notify the Human Resources Department in writing within the first thirty (30) calendar days of the school year. Sick leave contributed to the Bank shall not be returned.
  - 9.4.2.7 If the number of days in the Bank drops below twenty-five percent (25%) of the amount equivalent to the number of members in the Bank, an additional day contribution shall be required of each member. The member may, within thirty (30) calendar days, either contribute or cancel. Sick leave contributed to the Bank shall not be returned. If a mid-year contribution is required and a current member does not have any personal necessity days remaining, the member may contribute a sick day.
  - 9.4.2.8 Employees returning from extended leave will be permitted to contribute within thirty (30) calendar days of beginning of work. The District shall supply enrollment forms for the Bank to all employees.
  - 9.4.2.9 Full and part-time employees wishing to participate in the Bank shall make an initial contribution of one personal necessity day the first year of participation.

9.4.3 Application for Withdrawal from the Bank

- 9.4.3.1 Application shall be made when it becomes apparent that Catastrophic Leave may be needed.
- 9.4.3.2 Participants must use all accrued sick leave available to them before becoming eligible to withdraw from the Bank.
- 9.4.3.3 A minimum of ten workdays of illness or injury must be covered by the participant's own sick leave, differential leave, or leave without pay the first time the participant qualifies for a withdrawal from the Bank. If the same illness/injury recurs within twelve months of the beginning of the leave, the ten-day requirement will be waived.
- 9.4.3.4 Family members may apply for catastrophic leave on behalf of the unit member.
- 9.4.3.5 Leave is granted for up to thirty (30) work days at a time to a maximum of ninety (90) work days. The ninety (90) work day limit may be waived by a unanimous vote of the Catastrophic Leave Committee.
- 9.4.3.6 The first ten (10) duty days of catastrophic illness or disability must be covered by the participant's own sick leave, differential leave, or leave without pay.
- 9.4.3.7 If the unit member is eligible to receive Worker's Compensation or Disability Insurance, no leave will be granted until compensation is exhausted.
- 9.4.3.8 If no leave days are available in the Bank, the District has no obligation to provide leave.

9.4.4 Administration of the Bank

- 9.4.4.1 The Committee maintains records of employees participating, receives requests, verifies validity, approves, and communicates actions to members and to the District.
- 9.4.4.2 Decisions will be final and made in writing to the applicant within ten (10) working days of the application to the Committee.
- 9.4.4.3 All requests and actions by the Committee will be confidential.
- 9.4.4.4 The District will keep records and notify the committee monthly of the new members and days remaining in the Bank.
- 9.4.4.5 If this provision is rescinded, the Committee will continue to administer Catastrophic Leave days until the days in the Bank are exhausted.
- 9.4.4.6 If the number of days accumulated is maintained at or above twenty-five percent (25%) of the amount equivalent to the number of members in the Bank, no contributions will be assessed for that year except for new members wishing to join the Bank.

**ARTICLE 10 - CLASS SIZE**

For the purposes of class size, schools shall be staffed according to the provisions of this Article for schools utilizing either a four (4) or six (6)-period student day. Should a school site utilize alternative scheduling, this article will be negotiated to address staffing ratios.

10.1 High Schools and Middle Schools

- 10.1.1 Secondary teachers with a six (6)-period day shall have a maximum of 175 daily student contacts, with the exception of music, and physical education teachers whose maximum daily contacts will not exceed 200, and the exception of teachers of District-authorized remedial classes whose maximum daily contacts will not exceed 100. Secondary teachers with a four (4)-period day shall have a maximum