

1 **ARTICLE 13: LEAVE POLICIES**

2 **Section 13.1 - Definition.** The benefits which are expressly provided by this section, Article 13,  
3 are the sole benefits which are part of this collective Agreement, and it is agreed that other  
4 statutory or regulatory leave benefits are not incorporated, either directly or implicitly, into this  
5 Agreement.

6 **Section 13.2 - Sick Leave.**

7 a. **Annual Accrual** - Sick Leave shall be earned by the full time unit members based upon the  
8 number of days worked during the school year. The following shall apply:

9 Annual Accrued Hours:

<u>Days Worked</u>	<u>Sick Days</u>	<u>7.25 hr. day</u>	<u>8 hr. day</u>
185	12.3	89.18	98.4
190	12.6	91.35	100.8
194	12.8	92.10	102.6
197	12.9	93.53	103.2
208	13.5	97.88	108.0

16 Unit members who work less than a full time contract shall be entitled to that portion of sick leave  
17 as the number of hours per week or percentage of year of a full time unit member in a comparable  
18 position. Sick leave shall be accumulated without limit. This leave is transferable within the State  
19 according to the appropriate provisions of the California Education Code. Each unit member shall  
20 be notified of their accumulated leave by no later than September 20 of each fiscal year.

21 b. **Credit of Sick Leave** - Sick leave is credited to the unit member's account in advance of  
22 being earned at the beginning of each school year. The amount of sick leave an employee  
23 may use at any one time is the total amount credited to the unit member's account, whether  
24 or not it has actually been earned. An employee on a continuing long term absence will  
25 have the current year's sick leave credited to their account on the first day they return from  
26 long term leave. If they are unable to return from long-term leave, then they will be paid for  
27 that portion which is earned at the end of their long-term leave.

- 1 c. **Summer School** - Additional sick leave will be accumulated for teaching the full summer  
2 session and/or semester. Additional hours will be based on the total hours of summer  
3 school divided by a factor of twenty (20) equals the number of hours of additional sick  
4 leave. Such hours shall be added to the unit member's accumulated sick leave hours.
- 5 d. **Use of Sick Leave** - A unit member may use credited sick leave any time during the school  
6 year. Summer school teachers may utilize, during the summer, any sick leave accumulated  
7 during the prior school year. After a unit member has used all of his/her earned sick leave  
8 for the current years' service, they may use sick leave, which has been earned and unused  
9 in prior years.
- 10 e. **Long Term Illness or Accident Leave (Ed. Code 44977)** - After all earned sick leave has  
11 been used, based on a doctor's off-work order, an additional five (5) months or 100 days of  
12 difference pay, whichever is longer, for long term illness or accident leave shall be granted.  
13 Difference pay is the difference between the unit member's per diem contract salary and  
14 the District's daily or long-term substitute rate of pay.
- 15 f. **Sick Leave Without Pay** - When all available paid leaves have been exhausted and the  
16 unit member is not able to resume the duties of his/her position, the unit member shall  
17 request a leave of absence without pay, apply for retirement, or elect to resign. The District  
18 will notify the unit member of his/her options and when the paid status ends. Within thirty  
19 (30) days of notification, the unit member must request a leave of absence, resign, or retire,  
20 the District will place the unit member on an "other leave without pay" (Section 13.11).
- 21 g. **Overuse of Sick Leave** - A unit member must reimburse the District for any overuse of sick  
22 leave. Deductions will be made from the unit member's pay warrant.
- 23 h. **Proof of Illness** - The District shall require a physician's verification of illness if any unit  
24 member has been on sick leave for more than five (5) consecutive days. The District  
25 reserves the right, for good cause, to require proof of illness for absences of five (5) days or  
26 less.
- 27 i. **Notification of Absence** - Except in emergencies, a classroom teacher shall contact the

1 District's substitute placement office, not less than two (2) hours prior to the start of the  
2 workday to permit the District time to secure a substitute. Other unit members should  
3 contact their immediate supervisor or designee as soon as the need to be absent is known.  
4 If the actions of the unit member, creates a situation where a substitute reports to the  
5 workplace when not needed and cannot be reassigned, the unit member shall pay the cost  
6 of the substitute through the use of leave, if available, or by payroll deduction.

- 7 j. **Partial Day Absence** - For illness, family illness, or personal necessity, when a unit  
8 member is absent during any part of the duty day, the payroll office will be instructed to  
9 charge accrued leave against the absent unit member in quarter hour increments whether  
10 or not another unit member or substitute is employed to substitute for the absent unit  
11 member.

12 **Section 13.3 - Personal Necessity Leave.**

- 13 a. **Entitlement** - Unit members shall be entitled to use no more than ten (10) days of accrued  
14 sick leave during the school year in cases of personal necessity. The time used shall be  
15 deducted from and shall not exceed the number of full days of sick leave to which the unit  
16 member is entitled.
- 17 b. **Use of Personal Necessity Leave** - Unit members may use all or part of the ten (10)  
18 annual personal necessity days for personal emergencies. In such cases, the unit member  
19 shall not be required to provide advance notice for personal necessity leave. Personal  
20 necessity leave for emergencies shall include any of the following:
- 21 1. The death of a member of the employee's immediate family when the number of  
22 days of absence exceeds the limit provided in the Bereavement Leave Section of  
23 this Article.
  - 24 2. An unforeseen crisis involving the employee's property or the person or property of  
25 a member of the employee's immediate family. Such unforeseen crises must (a) be  
26 serious in nature, (b) involve circumstances the employee cannot disregard, and (c)  
27 require the attention of the unit member during such unit member's assigned hours

1 of service.

2 3. An illness, including pregnancy of a unit member's spouse, or a member of the unit  
3 member's immediate family, serious in nature, which, under the circumstances, the  
4 unit member cannot disregard and which requires the attention of the unit member  
5 during such unit member's assigned hours of service.

6 4. Imminent danger to the home of a unit member, occasioned by a factor such as  
7 flood or fire, serious in nature, and which requires the attention of the unit member  
8 during such unit member's assigned hours of service.

9 c. **Personal Business** - Unit members may not use more than six (6) of the ten (10) annual  
10 personal necessity days for personal business school year. Determination of what  
11 constitutes personal business for a given unit member shall be the responsibility of the unit  
12 member. Such leave shall not be used for any of the following purposes:

13 1. Recreation.

14 2. Engaging in other employment, including self-employment, either directly or  
15 indirectly.

16 3. Any illegal activity.

17 d. **Advance Notice of Personal Necessity Leave** - A request for personal necessity leave  
18 for personal business must be made to the on-site administrator twenty-four (24) hours in  
19 advance of the request leave date. No less than one (1) unit member or more than five  
20 percent (5%) of the unit members, whichever is greater, at a work site may use personal  
21 necessity leave for personal business on the same day. If possible, the leave should not  
22 be used the first or last five days of the semester/trimester or the day before or after a  
23 scheduled holiday.

24 **Section 13.4 - Bereavement Leave.**

25 A unit member shall be entitled to a maximum of three (3) days leave of absence, or five (5)  
26 days leave of absence if 400 miles (one way) of travel is required, without loss of salary, on  
27 account of death of any member of his/her immediate family.

1 **Section 13.5 - Immediate Family Defined** - For purposes of Article 13, immediate family member  
2 shall be limited to mother, father, grandparent, brother, sister, spouse, son, daughter, son-in-law,  
3 daughter-in-law, mother-in-law, father-in-law, niece, nephew, or grandchild of the unit member. For  
4 any relative or person who is living in the immediate household of the unit member, proof of  
5 residency may be required.

6 **Section 13.6 - Leave for Pregnancy Disability.**

7 a. **Entitlement to Use Sick Leave** - Unit members are entitled to use sick leave as set forth in  
8 Section 13.2, for disabilities caused or contributed to by pregnancy, miscarriage, childbirth,  
9 and recovery on the same terms and conditions governing leaves of absence for other  
10 illness or medical disability. The length of such disability leave, including the date on which  
11 the leave shall commence and the date on which the duties are to be resumed, shall be  
12 determined by the unit member and the unit member's physician.

13 b. **Entitlement to Use Unpaid Leave** - Unit members are entitled to leave without pay or  
14 other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery,  
15 when all other available leaves of this Article have been exhausted. The date on which the  
16 employee shall resume duties, shall be determined by the unit member on leave and the  
17 unit member's physician. The unit member on leave for pregnancy disability shall be  
18 entitled to return to a position comparable to that held at the time of leave.

19 **Section 13.7 – Parental Leave**

20 a. Parental Leave under the California Family Rights Act – Pursuant to Education Codes  
21 section 44977.5, as amended by Assembly Bill 2393, when a unit member takes parental  
22 leave, he or she may use any or all current or accumulated full-paid sick leave, not to  
23 exceed twelve (12) workweeks.

- 24 1. When a unit member has exhausted all sick leave, including accumulated sick leave,  
25 and continues to be absent for parental leave under the California Family Rights Act  
26 (CFRA; Government Code section 12945.2), he or she may use up to twelve (12)  
27 workweeks of substitute differential pay leave concurrently with the unpaid CFRA

1 Leave entitlement. The twelve (12) workweeks shall be reduced by any period of  
2 parental leave pursuant to CFRA (Governmental Code Section 12945.2).

- 3 2. For this leave only, all sick leave shall be utilized and exhausted before differential pay  
4 shall be in effect.
- 5 3. In order to be entitled to the substitute differential paid leave, the unit member must be  
6 eligible for CFRA child bonding leave, except that effective January 1, 2017, he or she  
7 need not have worked 1,250 hours in the twelve (12) months prior to commencing the  
8 Leave. Paid leave used under this section shall run concurrently with unpaid CFRA  
9 child bonding leave.
- 10 4. A unit member shall not be provided more than one – twelve (12) week period of  
11 parental leave during any twelve (12) month period.
- 12 5. For purposes of this section, “parental leave” means leave taken for the reason of the  
13 birth of a child of the unit member, or placement of a child with the unit member in  
14 connection with the adoption or foster care of the child by the unit member, as provided  
15 in the CFRA. Such leave must be taken within twelve (12) months of the birth of the  
16 child or placement of the child for adoption or foster care. Non-birthing parents are  
17 required to submit proof of birth, adoption, or foster care placement as soon as possible  
18 after the birth or placement.
- 19 6. Leave taken under this section shall be in addition to leave taken by the unit member  
20 due to her disability caused by pregnancy, childbirth, or related medical condition as  
21 described in 13.6a.
- 22 7. The right to this paid child bonding leave shall apply to leaves commencing or  
23 continuing on or after July 1, 2016. It shall not be retroactive and if a unit member has  
24 already used part or all of his or her entitlement to child bonding leave under CFRA, the  
25 unit member shall be entitled to this paid leave on for CFRA child bonding leave taken  
26 after July 1, 2016.

27 **b. Unpaid Leave** – At any time during the eight (8) months prior to becoming a parent or

1 within thirty (30) days thereafter, a unit member who is not eligible for or does not wish to  
2 use sick leave for pregnancy may be granted an unpaid leave of absence under this  
3 section. The unit member's request shall be made in writing at least thirty (30) school days  
4 prior to the anticipated starting date of the leave. A leave under this section shall normally  
5 be granted for not less than a full semester or for the remainder of the semester in which  
6 the request is filed. The District may grant a shorter leave when requested by the unit  
7 member.

8 If a unit member is granted leave under this section and, after the leave is granted, the unit  
9 member desires to return to work prior to the end of the leave, the unit member may  
10 request immediate reinstatement to a position of like status and benefits. The District shall  
11 grant such a request when there is vacancy for which the unit member is deemed qualified  
12 by the District. At the time the leave would normally have ended, the unit member shall be  
13 entitled to return to a position comparable to that held at the time of the leave.

- 14 **c. Adopting Parents Leave** – The unit member may use up to five (5) days of personal  
15 necessity leave to be engaged in the procedures of legally adopting a child. These  
16 procedures include possible necessary travel, receipt of child, and legal responsibilities  
17 associated with the adoption.

18 **Section 13.8 - Industrial Accident Leave.**

- 19 **a. Entitlement** - Unit members will be entitled to industrial accident leave according to the  
20 provision in the California Education Code for personal injury, which has qualified for  
21 Worker's Compensation.

22 1. Such leave shall not exceed sixty (60) days during which the schools of the District  
23 are required to be in session or when the employee would otherwise have been  
24 performing work for the District for the same industrial accident.

25 2. The District has the right to have the unit member examined by a physician  
26 designated by the District to assist in determining the length of time during which  
27 the unit member will be temporarily unable to perform assigned duties and the

1 degree to which a disability is attributable to the injury involved.

- 2 3. For any days of absence from duty as a result of the same industrial accident, the  
3 unit member shall endorse to the District any wage loss benefit check issued by the  
4 District through the insurance carrier or agent which would make the total  
5 compensation from both sources exceed 100 percent of the amount the unit  
6 member would have received as salary had there been no industrial accident or  
7 illness.
- 8 4. If the unit member fails to endorse to the District any wage loss disability indemnity  
9 check received on account of the industrial accident or illness as provided above,  
10 the District shall deduct, from the unit member's salary warrant, the amount of such  
11 disability indemnity actually paid to and retained by the unit member.
- 12 5. A unit member receiving benefits as a result of this section during periods of injury  
13 or illness, shall remain within the State of California unless the Board of Education  
14 authorizes travel outside the State or unless so directed in writing by a physician.
- 15 6. When entitlement for industrial accident or illness leave has been exhausted, the  
16 District will coordinate the temporary disability with the employee's other available  
17 paid leave, to keep the employee in a full paid status as long as possible.
- 18 7. Industrial accident and illness leave will be reduced by one day for each day of  
19 authorized absence regardless of a compensation award made under Worker's  
20 Compensation.
- 21 8. When all available paid leaves have been exhausted and the unit member is not  
22 able to resume the duties of the unit member's position, he/she shall, within thirty  
23 (30) days request a leave of absence without pay, apply for retirement, or elect to  
24 resign. Should the unit member fail to choose one of these options, the District will  
25 place the unit member on an unpaid leave of absence to the end of the school year.  
26 The District shall notify the unit member in writing of such action. Failure of the unit  
27 member to resign or apply for retirement by the end of the school year shall



1                   constitute a voluntary resignation.

2    **Section 13.9 - Judicial Leave.**

- 3    a.     Unit members will be provided leave for regularly called jury duty and to appear as a  
4           witness in court, other than as a litigant, for reasons not brought about through the  
5           connivance or misconduct of the unit member. The unit member shall submit a written  
6           request for an approved absence no less than ten (10) days, if possible, prior to the  
7           beginning date of the leave as a witness.
- 8    b.     The unit member shall pay to the District the jury service or witness fee exclusive of  
9           mileage.
- 10   c.     Unit members on jury duty shall return to the District the court form indicating their  
11          presence for jury service.
- 12   d.     Unit members are required to return to work during any day or portion thereof within a  
13          reasonable time after being released from jury duty or witness services (one (1) hour plus  
14          travel time is considered reasonable).

15   **Section 13.10 - Military Leave.**

- 16   a.     A leave of absence will be granted to unit members for the duration of required military  
17          service. Unit members may return to work being subject only to being physically and  
18          mentally fit to serve the District.
- 19   b.     Unit members who are members of the Armed Forces Reserve are expected to perform  
20          any annual mandatory training duty during days schools are not in session. Exceptions will  
21          be considered when there is written evidence from Armed Services that appropriate training  
22          for a particular individual is not available during the days schools are not in session.
- 23   c.     Such absence shall not affect adversely in any way the status, classification, or position of  
24          the unit member. In the case of probationary unit members, the period of such absence  
25          shall not count as part of the service required as a condition precedent to the classifying of  
26          such unit member as a permanent employee of the District, but such absence shall not be  
27          construed as a break in the continuity of the service of such an employee. If the unit

1 member chooses within twelve (12) months of returning to make-up his/her defined  
2 retirement contributions missed while on military leave, the District shall make the  
3 appropriate matching contribution, as per STRS/PERS and IRS rules and regulations.

4 d. Within six months after the honorable discharge of the unit member from the Armed Forces  
5 of the United States, the unit member shall be entitled to return to a similar position held at  
6 the time of entrance into such military service, at the salary to which the unit member would  
7 have been entitled had the unit member continued in the service of the school district. The  
8 District shall make a reasonable effort to accommodate a veteran who returns with a  
9 service connected disability.

10 e. Unit members who are members of any Reserve Corps of the Armed Forces of the United  
11 States, or the National Guard, or who are inducted, or who volunteer, or are otherwise  
12 ordered to active military service, shall be granted one (1) month's military leave pay, or  
13 1/10th of a classroom teacher's salary as is provided in the Military and Veteran's Code.  
14 Unit members and/or their dependents shall be granted a COBRA like health benefit for a  
15 period of up to eighteen (18) months at their expense.

16 **Section 13.11 - Other Leaves Without Pay.**

17 a. Upon recommendation of the Superintendent, and approval by the Board of Education, or  
18 by placement in accordance with this Article, a unit member shall be granted leave without  
19 compensation, increment, seniority, or tenure credit, for a period not to exceed one (1)  
20 school year.

21 b. The application for such leave shall be in writing. In addition, a unit member on such leave  
22 shall notify the District Human Resources Office thirty (30) days prior to the end of the  
23 leave period as to an intent to return to employment in the District at the beginning of the  
24 coming school year, trimester, or semester. Failure to so notify will be considered a  
25 voluntary resignation.

26 c. The unit member on an unpaid leave of absence shall have the option of continuing health  
27 and dental insurance benefits at their own expense during the period of unpaid leave.

1 Leaves of absence extending more than ninety (90) days will be placed under the  
2 Consolidated Omnibus Budget Reconciliation Act (COBRA) plan for up to 18 months.

- 3 d. An unpaid leave of absence of up to one (1) year shall be granted to a unit member for the  
4 purpose of raising his/her natural or adopted child.

5 **Section 13.12 – FMLA/CFRA (Family Medical Leave Act of 1994/California Family Rights**

6 **Act)** FMLA/CFRA leave provides twelve (12) weeks of unpaid leave for unit members who  
7 completed a full year of service during the previous twelve (12) month period. Leave under this  
8 article shall entitle the unit member to all benefits of employment, except for salary, on the same  
9 basis as if the unit member were not on leave. If the unit member fails to return from leave, for a  
10 reason other than the continuation, recurrence, or onset of a serious health condition, then the unit  
11 member shall reimburse the District for premiums paid to maintain group health benefits. As per  
12 §825.213(3)(c) of the Family Medical Leave Act of 1993, an employee who returns to work for at  
13 least 30 calendar days is considered to have “returned” to work. For purposes of this article, the 30  
14 calendar days will begin on the employee’s first day of return to regularly scheduled work.

15 There will be no more than twelve (12) weeks of FMLA leave granted for any one qualifying event,  
16 this includes both spouses. Leave may be taken in multiple segments of time if used for medical  
17 necessity as certified on the FMLA leave application. Except in case of emergency, FMLA leave  
18 should be arranged thirty (30) days in advance.

19 **a. Leave Qualifiers**

- 20 1. Personal Illness - Personal illness requires a physician's off work order and runs  
21 concurrent with one-hundred (100) day long term illness leave.
- 22 2. Family Illness - Family as defined in section 13.5. Family illness requires medical  
23 certification on the District's family illness request form. All available paid leaves  
24 such as personal necessity and family illness leave must be used as part of the  
25 twelve (12) weeks of family leave.
- 26 3. New dependent care (birth, adoption, or placement of a foster child) - Dependent  
27 care leave requires certification of new dependent on the District's leave request

1 form. This leave must be taken within one (1) year of new dependent's arrival. If  
2 not taken immediately following the qualifying event, the leave must be arranged in  
3 advance with the supervisor's approval to cause the least interruption the  
4 educational process. The unit member may take the leave in two (2) segments.

5 4. Under AB2357 FMLA will be available for victims of domestic violence.

6 a. This leave will be granted for:

- 7 1. Medical attention
- 8 2. Legal Assistance
- 9 3. Services from a shelter, program, or rape crises center
- 10 4. Psychological counseling
- 11 5. Safety planning, including temporary or permanent relocation.

12 b. If a unit member wishes to take time off under AB2357, he or she must give  
13 reasonable notice to the District for one of the above listed activities unless  
14 advance notice is not feasible. District may require verification that the absence  
15 was due to domestic violence. Type of verification may include:

- 16 1. Police Reports
- 17 2. Court orders (or other evidence the employee appeared in court)
- 18 3. Other documentation from a:
  - 19 a. Medical professional
  - 20 b. Domestic Violence Advocate
  - 21 c. Health Care Provider
  - 22 d. Counselor

23 c. A unit member shall be allowed time off due to domestic violence under AB2357  
24 if he or she has not exhausted the maximum leave under FMLA.

25 d. The District shall maintain confidentiality if time off is requested under this law.

26 **Section 13.13 - Sick Leave Bank.**

27 e. **Intent of Bank** - The District and the Association agree to establishment of a Sick Leave

1 Bank. The intent of this bank is to provide additional financial protection to those unit  
2 members who incur a period of prolonged non-industrial serious illness or hospitalization.

3 f. **Participation** - All permanent full-time certificated unit members and probationary unit  
4 members with more than twenty (20) days of accumulated sick leave may participate in the  
5 bank. (Those unit members participating in a full-time shared contract shall be considered  
6 full-time for this purpose.) The Bank shall not be available to any unit member during a  
7 leave of absence.

8 g. **Donation of Days** - A unit member may elect to participate in the Sick Leave Bank by  
9 donating eight (8) hours of his/her accumulated sick leave to the Bank. The unit member  
10 shall make this donation by filing a "Certificated Sick Leave Bank Deposit" form with the  
11 Association during the open enrollment. This donation shall be irrevocable. A donation to  
12 the Sick Leave Bank must be made from the unit member's prior years' accumulated sick  
13 leave, and shall not be designated to a specific unit member for his/her exclusive use.

14 h. **Additional Donations** - An additional eight (8) hours of contribution will be assessed of  
15 each participant if the number of hours in the Bank falls below eight hundred (800) hours.  
16 Unit members who are drawing from the Bank at the time of the assessment will not be  
17 required to contribute in order to remain eligible to receive benefits from the Bank. A unit  
18 member may elect to donate additional hours to the Bank. Such additional hours must be  
19 donated during the open enrollment period. Such additional donations must be approved  
20 by the Sick Leave Bank Administration Committee.

21 i. **Enrollment Procedures** - The District shall establish an open enrollment period each year  
22 for unit members to participate in the Sick Leave Bank. Such enrollment period shall be  
23 May 1 through June 15. Unit members who donate during this open enrollment period shall  
24 be considered Bank participants effective July 1 of the next school year. (Once a unit  
25 member becomes a participant in the Bank, the unit member shall not be required to re-  
26 enroll each year.)

27 j. **Procedures to Use/Withdraw Sick Leave - Conditions and Restrictions**

- 1 1. In order to be eligible to withdraw sick leave from the Bank, the unit member must  
2 be a participant (donor) and have exhausted all of his/her accumulated sick leave.
- 3 2. A unit member electing to use this Sick Leave Bank shall complete a Certificated  
4 Sick Leave Bank Request for Withdrawal Form. The unit member must submit this  
5 form to the Association of Colton Educators Office for processing. In the request,  
6 the unit member shall clearly state the details of his/her injury/illness and the  
7 number of days of sick leave the unit member is requesting from the Bank.  
8 Appropriate written verification of the illness or injury, including but not limited to an  
9 off work order signed by the unit member's physician, must be included with the  
10 request. The unit member should be prepared to provide additional documentation  
11 on the nature and severity of the illness or injury if requested by the Sick Leave  
12 Bank Administration Committee. The final decision of a unit member's request shall  
13 be made by the Sick Leave Bank Administration Committee.

14 k. **Allowable Duty Days** - The maximum number of duty days allowed to be utilized by one  
15 unit member for a single injury/illness shall not normally exceed twenty-five (25) duty days.  
16 A unit member may request a specific number of days on one (1) Certificated Sick Leave  
17 Bank Withdrawal Form. The unit member may request additional days up to the twenty-five  
18 (25) days by filing an additional request for consideration by the Committee.

19 In situations of extreme hardship, a unit member may submit a request to the Sick Leave  
20 Bank Administration Committee for days beyond the twenty-five (25) duty days. Additional  
21 days may be granted to the unit member by the Committee based on the particular  
22 evidence of need presented in each situation.

23 Any days approved by the Committee but unused by the unit member shall be returned to  
24 the Sick Leave Bank.

25 l. **Method of Payment** - When a unit member uses a day from the Sick Leave Bank, pay for  
26 that day shall be at the same rate the unit member would have received had the unit  
27 member worked that day. No distinction shall be made as to the differing pay rates of the

1 donor or the recipients.

2 m. **Cancellation of Participation** - Cancellation of the unit member's membership in the Bank  
3 occurs automatically whenever the unit member fails to make an assessed contribution.  
4 The unit member shall not be eligible to draw from the Bank as of the effective date of  
5 cancellation. Sick leave previously authorized for contribution to the Bank shall not be  
6 returned to the unit member's account of accumulated sick leave.

7 n. **Accounting** - By September 20th of each year, the Payroll Office shall provide the  
8 Association with a statement detailing the number of hours withdrawn from the Bank during  
9 the past year and the number of hours available in the Bank as of the first of July of the  
10 current year. Should a unit member utilize sick leave bank benefits while on differential pay  
11 status, the District shall deduct from the Sick leave Bank only four (4) hours for each day  
12 for all days covered by the unit member's sick leave bank withdrawal. While on differential  
13 pay status, combined with the four (4) hours from the bank, the unit member would receive  
14 full pay.

15 o. **Termination of Sick Leave Bank** - If the Sick Leave Bank is terminated for any reason,  
16 the hours remaining in the Bank shall be equally distributed to the current members of the  
17 Bank.

18 p. **Administration of Bank** - The District and the Association shall administer the Sick Leave  
19 Bank. By committee, the District shall appoint two (2) and the Association shall appoint  
20 three (3) people to serve as members of the Sick Leave Bank committee. The committee  
21 shall choose a chairperson. The Sick Leave Bank committee shall be responsible for  
22 approving Sick Leave Bank deposits and withdrawals from the Sick Leave Bank.

23 q. **Hold Harmless** - The Association agrees that it will not file, on its own behalf, or on behalf  
24 of any unit member, any grievance, claim or lawsuit of any kind related to any attempt by a  
25 unit member to retrieve donated sick leave used by another unit member pursuant to this  
26 provision. The Association also agrees that it will not file, on its own behalf or on behalf of  
27 any unit member, any grievance, claim or lawsuit of any kind which attempts to challenge in

1 any way the legality of enforcement of this provision.

2 The Association agrees to defend, indemnify, and hold harmless the District from any loss of  
3 damages arising from the implementation of this provision. In the event of any grievance, claim or  
4 lawsuit challenging the legality or enforcement of this provision, the District may terminate this  
5 provision upon written notice to the Association.

6 **Section 13.14 - Short Term Leave.** Unit members may be granted a short-term leave of absence  
7 without pay for reasons satisfactory to the District. If granted, the leave shall not exceed five (5)  
8 consecutive workdays during any one (1) school year. Such leave shall not have any benefit  
9 adjustment.

10 **Section 13.15 - Unqualified Leave.** Any unit member who is absent from duty without  
11 explanation will be considered on an unqualified leave. All unqualified leaves shall be considered  
12 an unpaid leave. If the unqualified leave exceeds five (5) days, the unit member shall be placed on  
13 an Other Leave Without Pay until the end of the term.

14 **Section 13.16 - Public Office Leave.** Any unit member covered by this Agreement is entitled to a  
15 leave of absence when elected to public office. Such absence shall be without pay or benefits.  
16 Within six (6) months after the expiration of the term of office to which elected, the unit member  
17 shall return to a comparable position held at the time of beginning public office leave.

18 **Section 13.17 - Sabbatical Leave.** The Board may grant sabbatical leaves. Each school year,  
19 permanent unit members shall have the right to apply for a sabbatical leave. To be qualified, a unit  
20 member must: 1) Be a permanent unit member with at least seven (7) years of continuous service  
21 to the District; and 2) The unit member must agree to return to the District for two (2) years of  
22 service upon completing the sabbatical. The selection committee is to be composed of two  
23 members chosen by the District and two members chosen by the Association and shall select unit  
24 members from a list of applicants. Applications, specifying the sabbatical program, must be  
25 received by the first of January and selection completed or rejected by the first of February.

- 26 a. Sabbatical leave shall be for one full year with one-half ( $\frac{1}{2}$ ) year's salary, or one-half ( $\frac{1}{2}$ )  
27 year with one-fourth ( $\frac{1}{4}$ ) year salary and full fringe benefits for the chosen unit member.



1        b. A subversion of this section, by the selected unit member, can lead to penalty imposed by  
2                the District, not to exceed the value of the sabbatical pay.

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