

## ARTICLE XV - LEAVES OF ABSENCE

### A. Sick Leave

1. Sick leave is earned time used to recover from an injury or illness or other reasons permitted by the Education Code.
2. Employees accrue one day sick leave with pay for each month of contract service and may be accumulated without limit.
3. Sick leave may be used for illness, quarantine, or medical appointments.
4. After all accumulated sick leave has been used, the Superintendent or his/her designee, upon the request of the employee, may recommend granting up to ten (10) additional days of sick leave with full pay. An additional ten (10) days may be granted by the Board, for a total not to exceed twenty (20) days.
5. Employees are expected to notify their supervisor when they are ill, as soon as possible on the first day of illness. Prior approval of medical appointment is required unless the medical appointment relates to an immediate illness.
6. Transfer of accumulated sick leave: Any employee new to the District having previous experience outside the District but within the State shall have transferred with him/her the accumulated sick leave earned in the previous district of employment.
7. Forms shall be provided by the District to the employee for the purposes of requesting the transfer of his/her accumulated sick leave from his/her employer. It is the responsibility of the employee to complete and return the form to the Human Resources Office within sixty (60) days of his/her employment.
8. Employees on leave of absence without pay do not accumulate sick leave.
9. District may require a physician's verification of illness/disability if an employee has been on sick leave for five (5) or more consecutive days.
10. Upon retirement, an employee's unused accrued sick leave, if any, shall be

applied as service credit according to State Teacher Retirement System regulations.

B. Sick Leave - Personal Necessity Provision

1. Personal necessity is defined as absence due to: Death in the immediate family; accident involving the person or property, or the person or property of a member of the immediate family; appearance in court as a litigant or appearance as a witness under an official order; or unforeseen emergency; or taking care of sick children. An unforeseen emergency is an emergency beyond the control of the employee that requires the employee's absence during duty hours and cannot be taken care of by someone else. Immediate family is defined as: Mother, mother-in-law, father, father-in-law, husband, wife, son, daughter, sister, brother, grandparent, grandchild, or any relative living in the immediate family of the employee. The District may approve extenuating circumstances, such as very close friends.
2. Employees are allowed seven (7) days per school year for personal necessity leave. Such leave when taken shall be deducted from the accrued sick leave and may not exceed the number of days available to the employee.
3. When applying for absence under personal necessity, the reason shall be stated on the absence form.
4. Advance permission shall be obtained for appearance in court as a litigant and appearance as a witness under official order.

C. Leave of Absence With/ Without Pay

An employee may request a personal leave of absence with or without pay.

1. With Pay. An employee may be granted a leave with up to full pay, including health and welfare benefit coverage, for educational purposes that are beneficial to both District and the employee.
2. Without Pay. An employee may request a personal leave of absence without pay. Leave for up to thirty (30) days without pay may be approved by the Superintendent. Leaves for more than thirty (30) days

and up to one year without pay may be granted by the Board of Education. Employees on leaves are to indicate in writing their intent to return to the District prior to March 1<sup>st</sup>. An employee who wishes to request a personal leave without pay may make the request in writing to the supervisor outlining the reasons for the leave and the duration. The planned date of return to duty shall be specified. The supervisor shall forward the request to the Assistant Superintendent of Human Resources, who shall present the request for approval to the Superintendent and/or the Board of Education. If leave is approved, the employee's medical insurance coverage may be continued at employee's expense. Other benefits, such as credit for column and step placement, accrual of sick leave, credit for career increment and credit toward seven-year (7) service for sabbatical eligibility, shall be discontinued for the duration of the absence.

A leave of absence is a personal privilege approved by the District which may be withdrawn by the District or canceled for cause. Once the leave has been granted, the District is free to secure a replacement for the period of the leave, and is under no obligation to return the person who requested the leave prior to the established date of return. In cases where the unit member is absent due to an extended illness under the provisions of Education Code Section 44977, the amount deducted from his/her paycheck shall not exceed the maximum long-term substitute rate for the District.

3. Any unit member on leave who fails without good cause to notify the District of intent to remain in the service of the District by March 1<sup>st</sup>, shall be deemed to have declined employment and his/her services as an employee of the District may be terminated on June 30<sup>th</sup> of that year, providing that a demand for such notification has been served on the unit member personally or by certified mail, return receipt requested, not later than the preceding February 15<sup>th</sup>.
4. Upon return to service, no employee other than the Federation President (see Article IV. A. 1) will be guaranteed a return to his/her original position, but will be given an assignment in accordance with staffing needs as determined by the District.

D. Industrial Accident Leaves

1. An employee who is absent due to a work-connected illness or injury shall be allowed up to sixty (60) days leave in a fiscal year.
2. The sixty (60) days leave includes days during which the schools are required to be in session, or when the employee would have been performing work for the District.
3. Industrial accident leave does not accumulate from year to year.
4. Industrial accident leave commences on the first day of absence.
5. An employee on industrial accident leave shall be paid such portion of his/her regular monthly salary that, when added to any disability award from Workers Compensation, shall result in payment of no more than his/her regular monthly salary.
6. When an industrial accident leave overlaps into the next fiscal year, the employee shall be entitled to use only the amount of unused leave due for the same illness or injury.
7. Upon expiration of industrial leave, an employee may elect to use sick leave and may apply that portion of sick leave that, when added to any temporary disability award, shall result in payment of not more than the regular monthly salary.
8. During any paid leave of absence, the employee may endorse to the District the temporary disability award checks received; the District in turn shall issue the employee his/her normal salary, less authorized deductions. If this election is not exercised by the employee, the District shall deduct the temporary disability award actually paid to and retained by the employee.
9. Any employee receiving benefits as a result of industrial accident leave shall, during the period of injury or illness, remain in the State of California, unless the Board approves leaving the State.

E. Sabbatical Leave

1. Sabbatical leave is designed to permit study and travel that may benefit the pupils and/or staff of the District. Provisions and conditions for such

leave shall be in accordance with provisions of the Education Code.

2. A sabbatical leave shall not exceed one (1) year and may be granted by the Board of Education to an employee who has completed seven (7) consecutive years of teaching or other service requiring certification. An employee may apply for and receive only one (1) sabbatical leave each seven (7) years.
3. A person who desires a sabbatical leave shall submit a statement to the Sabbatical Committee outlining the nature of the leave and explaining the benefit to the teacher and/or students. Compensation is to be one-half (1/2) the base salary of the employee.
4. The Sabbatical Committee shall be composed of two (2) elementary and two (2) secondary teachers, and two (2) elementary and two (2) secondary administrators, selected by the Federation and the Superintendent, respectively. The committee will evaluate all sabbatical proposals, offer applicants oral interviews and submit recommendations to the Superintendent. The Superintendent will submit committee recommendations along with his/her own to the Board of Education.
5. The committee will consider the following criteria: tangible benefits to students and/or District, benefit to professional growth of employee, specific qualifications of the proposal, cost effectiveness of the proposal to the District, length of service in the District.
6. If the Board approves the leave request, the employee shall sign an agreement to return to service upon completion of the leave for a period equal to twice the period of leave and a written authorization to deduct from the employee's salary all amounts paid to or on behalf of the employee during his/her sabbatical leave should the employee fail to submit the agreed upon transcripts and/or reports upon completion of the sabbatical leave. Compensation shall be paid the employee as if the employee were teaching in the District upon presentation of a bond indemnifying the Board against loss in the event the employee fails to render the service following return from leave. The bond shall be void if failure to provide service is caused by death or physical or mental disability of the employee. The Board may waive the bond requirement and accept written agreement of assurance in lieu of the bond.

7. Unless otherwise mutually agreed, the employee shall be reinstated in the position or a similar position to the one held at the time the leave was granted.
8. Upon completion of the leave, and within sixty (60) days following return to duty, the employee is to submit one of the following to the Superintendent:
  - a. Transcripts of record, if in-residence only;
  - b. Written report of study on a special problem or research study. The employee is, when requested to do so by the Board or the Administration, to make such further reports (written or oral, as may be deemed desirable) for the benefit of the pupils, the District, or the community. Such reports shall be specified before the commencement of the sabbatical leave.
9. Limitations as to the number of employees on leave at one time: The number of certificated employees on sabbatical leave in the District at one time is to be at the discretion of the Board.
10. The District shall continue to pay all health and welfare insurance programs during the period of absence.
11. Application for sabbatical leave is to be made by March 15th of the year preceding the leave. The Board will announce sabbatical leaves granted by May 15th.

F. Jury Duty

Leaves of absence with full pay to serve on a jury shall be granted to employees. Pay received as a juror, not including mileage reimbursement, is payable to the District.

G. Bereavement Leave

A regular employee who is absent on account of death of an immediate member of the family (mother, mother-in-law, father, father-in-law, husband, wife, domestic partner, son, daughter, sister, brother, grandparent, grandchild, or any relative living in the immediate family of the employee) is entitled to three (3)

days of leave, or five (5) days if out-of-state travel is required, without loss of pay for each such bereavement. Extenuating circumstances, such as very close friends, or significant others may be approved by the District. Additional time without pay may be granted by the Board of Education upon the recommendation of the Superintendent.

H. Leave Due to Election to Public Office

Any permanent employee elected to the State Legislature, County Board of Supervisors, City Council, or to a full-time paid, elected position, such as County Treasurer, shall be granted a leave of absence for the elected term of office. Within six (6) months after expiration of the term of office, the employee shall notify the District of his/her intent to return.

I. Leave for Teacher Exchange

1. The District may enter into an agreement with the proper authorities of any foreign country, or of any state, territory or possession of the United States, or other district within the State, territory or possession or other district within this State. Any such exchange shall be made with the consent of the employee to be exchanged.
2. Consideration shall be given to the general qualifications and professional status of the exchange employee as compared to the general qualifications and professional status of the employee for whom exchanged. It is not a requirement that an exchange employee be a teacher of the same subject or grade, or both, as the employee for whom exchanged. If the service authorized is other than teaching, it shall not be a requirement that the service be at the same grade level or that the service be exactly the same as the employee for whom it was exchanged.
3. No person may be employed as an exchange employee by a school district in the State unless they hold the necessary valid credential or credentials authorizing service in the position in the mutual school districts.
4. An exchange agreement may be made for a period not to exceed three (3) years.
5. During the period of exchange leave, the employee shall retain all rights and benefits to the permanent classification held prior to the exchange.

6. At the end of the assignment period, the exchange, with the consent of all parties, may be made complete and permanent.
7. During the period of exchange leave, the employee may continue all medical, dental, vision, and life insurance programs by paying the full premium.

J. Military Leave of Absence

State and federal laws on granting of leaves of absence and re employment rights of personnel who have served in the U.S. Military Forces shall be observed.

K. Maternity Leave

1. Employees shall be entitled to utilize sick leave (followed by five-month (5) substitute deducted pay at the current per diem rate if needed) for the period of time that they are temporarily disabled resulting from the employee's pregnancy, miscarriage, childbirth, and recovery therefrom.
2. If it is known in advance of the leave that the employee will be absent for at least one (1) semester, the amount paid a temporary employee replacing such employee absent one semester or more shall be deducted from his/her salary.
3. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician. A letter verifying the length of the temporary disability shall be signed by the employee and the employee's physician and filed in the District Human Resources Office.
4. The employee shall notify the District of her pregnancy not less than sixty (60) days prior to the expected date of delivery.
5. The manner of reporting absence for a temporary disability resulting from pregnancy, miscarriage, childbirth, and recovery therefrom shall be the same as the manner of reporting sick leave, except as noted above.
6. Leaves of absence for purposes related to pregnancy (i.e., child care)

which are in addition to sick leave granted for the temporary disability may be granted in accordance with the Child Rearing Leave provision.

L. Leaves of Absence for Extended Illness or Accident

1. When an employee is absent from work on account of an illness or accident, she/he shall use all available sick leave. When sick leave is exhausted, the employee may request a leave of absence for medical reasons for up to one (1) year, which may be renewed upon application.
2. If the leave is for a period of five (5) months or less, the employee shall receive his regular monthly salary, less the cost of a substitute. If it is necessary for the employee to be absent beyond five (5) months, such additional leave, if granted, shall be without pay.

M. Professional Growth/Personal Absence

1. Each employee is authorized up to two (2) days personal absence leave per school year without loss of pay. Such leave is not cumulative.
2. This leave is intended for the personal and professional needs of the employee that make it necessary to be absent from his/her contractual responsibilities. Employees are encouraged to utilize this leave for meaningful in-service activities such as observations, meetings, workshops and conferences.
3. This leave may not be used for vacation, recreation and/or seeking employment.
4. Employees must notify their site administrator forty-eight (48) hours prior to taking this leave. Should an emergency arise the forty-eight (48) hour notification does not apply. An Absence Verification form shall be used to make this request.
5. This leave is granted upon request of the employee provided sufficient substitute coverage is available.

N. Child Rearing Leave

1. An employee who is a natural or adopting parent may be granted a leave

of absence for the purpose of rearing her/his infant. Such leave shall be without pay and shall not exceed one (1) year in duration and may include that period of time prior to being temporarily disabled from pregnancy.

2. Extensions of such leave may be granted by the Board of Education.
3. Upon return to service, no employee will be guaranteed a return to her/his original position, but will be given an assignment in accordance with staffing needs as determined by the District.

O. Federation Leave (Release Time)

1. The District shall grant to the Federation President or his/her designee upon request to the Superintendent ten (10) days release time for the purpose of organizational business. The Superintendent may approve up to ten (10) additional days release time for the purpose of organizational business upon request of the Federation President.
2. Cost of substitutes, if any, are to be paid by the Federation.
3. The President of the Federation shall be released from his/her duties to attend special or regular meetings of the Board of Education, which are scheduled during his/her regular work day upon request by the employee and approval of the Superintendent. No cost of loss of leave time shall be charged to the employee.
4. Employees shall notify their supervisor of their intent to be absent prior to the absence and shall complete the necessary forms.

P. Family and Medical Leave Act

The Federal Family and Medical Leave Act of 1993 and the State Family Rights Act shall establish minimum entitlements. Eligible employees can request an unpaid leave of absence up to twelve (12) work weeks annually (July 1st - June 30th) under this policy. This leave can be used for an employee's child birth and child care; for adoption or placement of a foster child with an employee; for serving as a care giver to a child, spouse for parent due to a serious health condition; or for the employee's own serious health condition which prevents him/her from doing essential job functions; twelve (12) months prior

employment is necessary as a pre-condition to this leave. Employees should consult with the Human Resources Department as to their eligibility for continued health benefits, if applicable.

Q. Catastrophic Leave Bank

In accordance with EC 44043.5, the Santa Cruz City Schools District has established a catastrophic leave program for certificated employees who suffer from a catastrophic illness or injury.

Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, requires the employee to take time off from work for an extended period of time, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave, leave provided under the Family and Medical Leave Act, and other paid time off.

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

1. The employee must be a certificated unit member.
2. The employee requests that eligible leave credits be donated and provides verification of catastrophic injury or illness as required by the Catastrophic Leave Committee. Participants shall be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work.
3. The employee has exhausted all his/her paid leave credits.
4. No employee may donate sick leave credits unless they have a minimum of twenty-five (25) days of accumulated leave and may donate only in excess of twenty (20) days up to a maximum of five (5) days. Donated sick leave credits not utilized shall remain in the Bank.
5. The maximum amount of donated leave credit that may be used by an individual employee under this section shall be ninety-two (92) days in any school year. An employee may reapply for additional leave credit not to exceed a career maximum of one hundred and eighty-four (184) days.

6. Catastrophic leave credits shall not be used for illness or disability, which qualify the participant for worker's compensation benefits.
7. Credits shall not be considered available leave for purposes of qualifying for STRS Disability.
8. Participants who have exhausted regular accrued sick leave, and are absent due to an extended illness under the provisions of Education Code Section 44977 (differential pay), shall be eligible for the Catastrophic Leave Program credits. The District shall pay the participant full pay, and the credits shall be charged at one-half (1/2) day of sick leave for each day of service.
9. It is the intent of this provision that sick leave credits would be used on consecutive days; however, the Catastrophic Leave Committee can grant on a case by case basis use of credits for intermittent or part days
10. The Human Resources Division shall maintain on file the Catastrophic Leave Bank of Credits. Credits donated and distributed shall be authorized by the Catastrophic Leave Committee before transfers are made into and out of the credit bank. No more than two hundred and fifty (250) days per school year can be withdrawn from the Bank.
11. The Catastrophic Leave Committee shall consist of two (2) members appointed by the Federation and two (2) members appointed by the District. This committee shall be responsible for authorization of all withdrawals from the Catastrophic Leave Bank. The decisions related to this provision are not subject to grievance.