

ARTICLE XII. LEAVES

~~Leaves authorized in this Article do not constitute a break in service for purposes of seniority, unless otherwise required by law.~~

A. Sick Leave.

1. Full-Time employees shall be entitled to sick leave with full pay at the rate of one (1) day for each school month of contracted employment, according to the following schedule:

Basic Work Year (184/178 for YRE Work Days): 10 days leave

193 to 215 work days: 11 days leave

216 work days, or more: 12 days leave

2. Sick leave shall be pro-rated on the basis of one (1) day per school month (or twenty [20] days of service.), ~~which is calculated by multiplying the number of days pursuant to A.1. times the employee's FTE. for contracted service less than the basic year.~~
3. Unused sick leave days shall be cumulative without limit. The full year's credit of current sick leave shall be available on the first day of contracted service, with accumulated sick leave added to it.
4. Sick leave accumulated in other California school districts shall be transferred in accordance with Education Code paragraph 44979.
5. Within twenty (20) working days of the first service in any school year, the District shall provide each employee with a written statement of accumulated sick leave and the current year's sick leave credit.
6. Upon retirement, the teacher's accrued sick leave, if any, may be applied towards service credit, in accordance with the State Teacher's Retirement System regulation.
7. When a teacher is absent due to illness for more than three (3) consecutive days, s/he shall inform the site administrator/immediate supervisor of the reason(s) for the absence no later than the end of school on the third consecutive day. If the administrator questions the validity of the absence, s/he may require a physician's verification for additional absence.
8. ~~1] Extended Sick Leave: When an employee is absent from his/her duties due to illness or injury for a period of five (5) school months or less whether or not the absence arises out of or in the course of the employment, beginning the first day following the utilization of after~~ current annual sick leave and all sick leave accrual has been ~~utilized~~used, the amount deducted from the salary due him/her shall not exceed the amount paid a substitute employee, employed to fill his/her position. If no substitute is employed, and all sick leave accrual has been ~~used~~utilized, the amount which would have been paid a substitute shall be deducted from the salary due him/her. Provided further, that in no case shall more than fifty percent (50%) ~~[2] of employee's salary be deducted during the first thirty (30) days of absence or until the employee is eligible for long-term disability benefits, whichever occurs first.~~ The employee may access Extended Sick Leave for 100 working days ~~following the exhaustion of sick leave of this differential pay.~~

9. Catastrophic Illness: In cases of catastrophic illness, the Superintendent may grant five (5) additional days and the Board may grant, upon request, additional paid sick leave up to thirty (30) days after the employee has exhausted all paid leave available.

~~10~~ ~~3~~ ~~4~~. Sick leave may be taken in the following increments: full day, half day, or quarter day (in the limited circumstances provided in this paragraph). A bargaining unit member, who is absent because of illness for more than three and one-half ($3\frac{1}{2}$) hours, not including lunchtime, uses one (1) full day of sick leave. A bargaining unit member, who is absent because of illness for more than one and three-quarters ($1\frac{3}{4}$) hours but not more than three and one-half ($3\frac{1}{2}$) hours, not including lunchtime, uses one-half ($\frac{1}{2}$) day of sick leave. Sick leave may be used in a one-quarter ($\frac{1}{4}$) day increments if a bargaining unit member is absent because of illness for a period not to exceed one and three-quarters ($1\frac{3}{4}$) hours and a substitute (defined here as an employee who is not a Temporary, Probationary or Permanent unit member) is not needed to cover for the absent teacher. If a teacher is absent for a quarter day or less and another unit member is paid to replace him/her, the absent teacher shall use only a quarter day of sick leave.

~~11. When taking a full day of sick leave, A a bargaining unit member who is working more than one Full Time Equivalent assignment shall be deducted only one full sick day. not be charged any additional sick leave above these defined increments nor shall any monies be deducted nor denied because of their absence for personal illness.~~

12. Sick leave shall be honored when an illness occurs during a leave without pay under the following circumstances:

- a. It is known in advance of the beginning of the leave without pay that a temporary disability, e.g., pregnancy-related or elective surgery, will occur during the leave and;
- b. A physician has verified in writing, in advance of the leave without pay, that a temporary disability will occur during the leave and;
- c. It is beneficial both to the employee and the District to begin a leave without pay at a specific time, e.g., the beginning of a semester, quarter, break period or grading period.

B. Personal Necessity Leave.

A bargaining unit member may use a maximum of ten (10) days of accumulated sick leave in any school year covered by this agreement for personal necessity for reasons of compelling personal need. Personal Necessity leave shall not be used for vacation or to extend a holiday.

C. ~~Maternity~~ Pregnancy Disability Leave.

1. Sick leave (including ~~extended~~ Extended sick Sick leave Leave in paragraph 8 of Sick Leave) may be used for the period of temporary disability resulting from pregnancy and childbirth, as follows:
 - a. The employee and the employee's physician health care provider shall determine the length of temporary disability.
 - b. The employee shall provide the District with a letter signed by the employee and the employee's physician health care provider which shall certify the length, including the beginning and ending dates, of the temporary disability.
 - c. If additional leave for pregnancy disability is needed ~~beyond the utilization~~ after all of accumulated sick leave and ~~Extended Sick Leave (five months' differential~~ see Section A.8.) ~~is exhausted~~, the employee may request an additional twelve (12) weeks of leave without pay under the ~~Family Care and Medical Leave Act~~ California Family Rights Act (CFRA). During this additional twelve (12) weeks of unpaid leave, the employee shall be provided health and welfare benefits as provided to the employees on duty.
 - d. The employee shall notify the District of her intent to use Maternity Pregnancy Disability Leave days no later than thirty (30) days prior to the expected date of delivery, provided however that early delivery or other unforeseen circumstances ~~use of maternity benefits~~ shall not be a basis for the denial of the benefit.
 - e. ~~At the termination of Maternity (disability) Leave, upon employee request, additional leave (unpaid) may be granted under the Child Care Leave provisions of this Agreement. When the employee is no longer disabled by pregnancy or childbirth, upon employee request and subject to eligibility, additional leave may be granted under Parental Leave (Section D.) and/or Child Care Leave (Section Q) in this Article. When the employee is no longer disabled by pregnancy or childbirth, upon employee request and subject to eligibility, additional leave may be granted under Parental Leave (Section D.) and/or Child Care Leave (Section Q) in this Article.~~
2. ~~Sick leave shall be honored when an illness occurs during a leave without pay under the following circumstances:~~
 - a. ~~It is known in advance of the beginning of the leave without pay that a temporary disability, e.g., pregnancy-related or elective surgery, will occur during the leave and;~~
 - b. ~~A physician has verified in writing, in advance of the leave without pay, that a temporary disability will occur during the leave and;~~
 - c. ~~It is beneficial both to the employee and the District to begin a leave without pay at a specific time, e.g., the beginning of a semester, quarter, break period or grading period.~~

D. ~~Paternity and Adoption~~ Parental Leave.

1. The intent of this section is to implement ~~the~~ the provisions of Education Code section 44977.5 and the "child bonding" provisions of the CFRA.

2. An eligible employee may take up to twelve (12) work weeks of leave for the birth of a child of the employee or, for the placement of a child with the employee in connection with ~~the~~ adoption or foster care ~~of the child by the employee.~~
3. Parental ~~L~~leave must be taken within twelve (12) months of the birth, adoption, or fostering of the child.
4. ~~An~~^[5] employee may use his or her accumulated sick leave for purposes of Parental Leave. Once all accumulated sick leave is exhausted, the employee will receive differential pay for the remaining portion of the Parental Leave for which the employee is eligible, if any.
5. An employee shall not be provided more than one 12-week period for ~~p~~Parental ~~L~~Leave during any 12-month period.
6. If parents are both employees of the District, ~~one (1) twelve (12) week period may be shared by the two parents~~they are entitled to one twelve (12) week period, which may be shared by the two parents.
7. Parental ~~L~~leave taken pursuant to this section shall run concurrently with ~~P~~parental ~~L~~leave taken pursuant to the CFRA. The aggregate amount of ~~P~~parental ~~L~~leave taken pursuant to this section and the CFRA shall not exceed 12 work weeks in a 12-month period.
8. Notwithstanding subdivision (a) of Section 12945.2 of the CFRA, a **full-time teacher** is not required to have 1,250 hours of service with the employer during the previous 12-month period in order to take ~~P~~parental ~~L~~leave pursuant to this section. ~~An employee is eligible for Parental Leave after their one year anniversary of their Date of Hire.~~
9. Parental ~~L~~leave shall be taken in a minimum of two week increments, except that on two occasions leave may be taken in increments of less than two weeks.
10. After exhaustion of Parental Leave, the employee may request additional unpaid leave pursuant to Section Q of this Article.
11. ~~A **partner-non-birthing parent** who is an employee shall be allowed one day of absence with full pay for childbirth purposes, and such leave shall not be deducted from sick leave.~~
12. ~~A father and/or mother shall be allowed one day of absence for adoption purposes with full pay, and such leave shall not be deducted from sick leave.~~
13. ~~Where additional time is needed for paternity, additional days may be granted under the Personal Necessity Leave provision.~~
- 13.4. ~~Following childbirth, upon employee request, additional leave (unpaid) may be granted under the Child Care Leave provisions of this Agreement. During Parental Leave, the employee(s) shall be provided health and welfare benefits as provided to employees not on leave.~~

E. Bereavement Leave.

1. Up to five (5) days of leave shall be granted upon request in the event of the death of the spouse/significant other (as defined in Article II., F.) of an employee. The District requires a ~~Declaration~~ form to be completed ~~(notarized and signed by both parties)~~ which identifies the significant other. The form may be obtained at the District Personnel Office or PVFT Office.
2. In the event of the death of a member of the immediate family as defined in this Article II., G, bereavement leave shall be as follows:
 - a. Within a 250-mile radius from the District Office, three (3) days shall be granted;
 - b. 250-mile radius or beyond from the District Office, two (2) additional days shall be granted.
3. No deduction shall be made in salary or from sick leave credits in granting leaves under this provision.
4. Additional days of bereavement leave, beyond the provisions of this section, may be obtained under the Personal Necessity Leave section. In cases where there is no accumulated sick leave available, the District shall grant one (1) additional day.

F. Military Leave.

1. Every employee who enters the military of the United States or the State of California is entitled to a military leave. Such absence does not affect classification and does not constitute a "break in service". However, this absence does not count as part of the probationary period required as a condition precedent to classification as a permanent employee.
2. Within six (6) months after an employee leaves the service, s/he is entitled to his/her former position at a salary s/he would have received had s/he not been on military leave.
3. Any employee who is on temporary military leave of absence, and who has been an employee for a period of not less than one year immediately prior to the day absence begins, shall be entitled to salary for the first thirty (30) calendar days of such absence. Pay for such purposes shall not exceed thirty (30) days in any one fiscal year.

G. School Business & Educational Conferences.

With prior District approval, absences on school days may be permitted for school business and/or educational conference trips which directly relate to the employee's duties and responsibilities, and no deduction shall be made in salary or sick leave.

H. Jury Duty or Court Appearance.

A teacher who is summoned for jury duty or subpoenaed to appear in court as a witness shall be excused for that purpose without loss of pay. The teacher shall remit to the District any jury or witness fee, excluding mileage received.

I. Family Care and Medical Leave.

Employees may be granted ~~family~~ Family care ~~Care~~ and ~~medical~~ Medical leave ~~Leave~~ pursuant to the federal Family and Medical Leave Act ("FMLA") or Government Section 12945.2 ("CFRA") under the following terms and conditions:

1. An employee shall have been employed for a minimum of twelve (12) months and at least twenty-five (25) hours a week during this period to be eligible ~~for for family care and medical leave~~ under this section.
 2. ~~This Leave~~ may be granted ~~for the birth, adoption or foster care of a child or~~ for the serious health condition of an employee or the employee's child, spouse or parent.
 3. "A serious health condition" is one that involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision of a health care provider.
 4. An employee who meets all the requirements of eligibility shall be entitled to twelve (12) work weeks of unpaid leave in any twelve (12) month period and twelve (12) work weeks of paid (at the same level for employees not on leave) health and welfare benefits. The twelve (12) work weeks may be taken ~~in the same increments as sick leave of no less than one day at a time~~.
 5. An employee may elect or the District may require the employee to ~~substitute use, for family care and medical leave~~ under this section, any accrued ~~vacationsick leave~~, compensatory time or any other paid or unpaid negotiated time ~~for the serious health condition of the employee~~.
- [This duplicates #5]
6. ~~An employee may elect or the District may require an employee to substitute for family care and medical leave, accrued sick leave for the serious health condition of the employee.~~
 7. ~~An employee and the District must mutually agree for an employee to substitute for family care and medical leave, accrued sick leave for the serious health condition of a child, spouse or parent of the employee.~~
 6. ~~An employee and the District must mutually agree for an employee to use, for leave under this section, any accrued sick leave for the serious health condition of the child, spouse, or parent of the employee.~~
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8. ~~If husband and wife parents are both employees of the District each is entitled to twelve (12) work weeks per twelve (12) month (same as above) period with the exception of child care, birth or adoption. For this purpose, one (1) twelve (12) week period may be shared by the husband and wife two parents.~~

~~9. Any family care and medical leave taken for a disability caused by pregnancy, childbirth or related medical condition shall be in addition to pregnancy disability leave provided for in Government Code Section 12945.~~

~~107.~~ The above provisions are intended to, and shall comply with the provisions of Government Code Section 12945.2 and regulations of the Fair Employment and Housing Commission covering family care and medical leave.

~~118.~~ Alleged violations of this provision shall be filed with the Fair Employment and Housing Commission and shall not be subject to the grievance procedure in this agreement.

~~12. The employee may continue any health and welfare benefits at his/her own expense, subject to approval of the carrier(s). Arrangements shall be made by the employee through the Business Office.~~

~~13. An employee and the District must mutually agree for an employee to substitute for family care and medical leave, accrued sick leave for the serious health condition of a child, spouse or parent of the employee.~~

J. Leave for Medical Examinations Required by the District.

A teacher may be absent without loss of sick leave for the time necessary to secure any medical examination required by the District, except for the initial employment examination. The cost of such examination shall be borne by the District. Use of a district-approved form may be required.

K. Quarantine.

Teachers absent due to exposure to a communicable disease for which the Health Department may require isolation, but who are not themselves ill, shall receive full pay for so long as the Health Department shall require isolation.

L. Industrial Illness and Accident Leave.

Employees absent from duty because of injury or illness resulting from industrial accidents which qualify under Workers' Compensation Insurance shall be allowed leave with full salary under the following conditions:

1. Allowable leave shall be sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have performed work for the District in one fiscal year for the same accident.
2. The sixty (60) days leave shall not be accumulated from year to year.
3. Industrial accident or illness leave shall commence on the first day of absence.
4. When an employee is absent from his/her duties on account of an industrial accident or illness, and for which s/he is receiving temporary disability benefits under the Worker's Compensation

laws of California, s/he shall be entitled to receive wages or salary from the District which, when added to the temporary disability benefits, shall result in a payment to the employee of not more than his/her full salary.

5. Industrial accident or illness leave shall be reduced by one (1) day or portion thereof, for each day of authorized absence regardless of a temporary disability indemnity award.
6. When an industrial accident or illness overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
7. Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in Ed Code Sections 44977, 44978, 44983 and 44984 and, 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, s/he may elect to take as much as his/her accumulated sick leave which, when added to his/her temporary disability indemnity, shall result in a payment to the employee of not more than his/her full salary.
8. 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. Any employee who has exhausted his/her benefits under this provision may apply to the Governing Board for additional relief. The Governing Board shall consider the request, and may grant additional sick leave days to cover any or all of the additional leave time needed.

M. Sabbatical Leave.

1. Purpose: Sabbatical leave of absence is a privilege accorded to qualified employees and is a leave of absence not to exceed one (1) year for the purpose of permitting study, travel, retraining, or research by the employee which will benefit the schools and pupils of the District.
2. Qualifications: An employee who has completed seven (7) years of continuous service in the District, who plans to improve his/her professional competence by study or travel, shall be eligible for consideration for either a one-semester or a one-year sabbatical leave. Consideration shall include the employee's standard of service and his/her intent to meet the other requirements concerning sabbatical leave.
 - a. Sabbatical leaves shall not be accumulated.
 - b. Extent and Distribution: The number of employees on sabbatical leave shall be at the discretion of the Governing Board, and shall not exceed two percent (2%) of the total employees in the unit. The Governing Board shall determine, no later than January 15th, whether it will grant any sabbatical leaves for the following school year.
 - b. Selection: In the event more applications are received than can be granted, selection shall be made by the Governing Board on recommendation of the Sabbatical Leave Committee.

- d. Compliance: Compliance with the requirements stated in this section shall not imply automatic granting of sabbatical leave.
 - e. Qualifying Service: Qualifying service shall be construed as seventy-five percent (75%) of the teaching days for each school year, except that a year in which the applicant has rendered some service but has failed to serve seventy-five percent (75%) of the teaching days shall not be counted as an interruption of the seven consecutive year period. Leaves of absence with pay shall be included to meet the seventy-five percent (75%) requirement.
3. Planned Program: The applicant shall submit a statement of the program that s/he proposed to follow while on sabbatical leave to the Sabbatical Leave Committee. S/he may accept a fellowship or grant-in-aid designed to promote the accomplishment of the purpose of the leave.
- a. Sabbatical Leave for Study: Sabbatical leave for study may include:
 - (1) Study in residence at a college or university, at which the leave shall enroll for a minimum of twenty-four (24) semester units or equivalent per year which course work shall be planned to achieve some professional goal.
 - (2) Study on a special project or research problem which may be submitted for the unit requirement for the in residence study, if approved in advance by the employee's principal and the Superintendent. Such special project shall be of a quality comparable to a thesis in scope and in depth.
 - b. Sabbatical Leave for Travel-Study:

Employees on sabbatical leave for travel-study should remain in travel status four (4) months of each semester of leave granted. The program the employee intends to follow while on leave should include a proposed itinerary and a statement concerning the proposed objectives of the travel-study and a description of the tangible means by which the travel-study shall be used to benefit pupils of the District.
 - c. Sabbatical Leave for Research:

The term "research" shall mean to work on a District-approved research project. If the research is conducted at an accredited college or university, any units earned shall apply for advancement on the salary schedule.
4. Application for Sabbatical Leave:
- A letter of intention to make application for sabbatical leave shall be submitted to the employee's principal or immediate supervisor who shall forward it to the Human Resources Dept. prior to January 15th of the year preceding the school year for which the leave is desired. Receipt of the request shall be acknowledged by the Human Resources Dept. On or before February 1st, the employee shall submit for evaluation by the Sabbatical Leave Committee a complete application for sabbatical leave.
5. Denial of Leave:

If the Sabbatical Leave Committee recommends denial and/or the Governing Board denies a leave, the applicant shall receive a written notification of the reasons for the denial.

6. Compensation While on Sabbatical Leave:

While on sabbatical leave, the employee shall receive fifty percent (50%) of the salary s/he would have received had s/he been in full-time service in the District. Regular full-time employee health & welfare benefits shall remain in full force during the leave.

- a. The salary may be paid in the same manner as if the employee were teaching in the District or in an alternative manner mutually agreed to by the employee and the Business Office upon furnishing by the employee of a suitable bond indemnifying the District against loss in the event the employee fails to render service in the District twice the length of the sabbatical leave. The bond shall cover the first month of the leave, and continue throughout the last school month of the period of time which is twice the length of the sabbatical after return from leave.
- b. In no case shall the amount received from sabbatical leave pay and remuneration from grants or stipends related to the sabbatical exceed the regular salary of the employee. Should the amount of remuneration from grants or stipends be sufficient to cause the employee's regular salary to be exceeded, the sabbatical leave pay shall be reduced by an amount sufficient to reduce the total anticipated salary to the amount the employee would have received had s/he not taken the leave.
- c. Upon return from sabbatical leave, the Superintendent may request a statement of income from grants or stipends received during the term of the leave.

7. Effect of Sabbatical Leave on Salary Increments and Retirement:

Sabbatical leave shall be considered as a time in service in the District salary schedule purposes. Retirement deductions shall be made in ratio to the salary received. An employee shall have additional STRS employee deductions if s/he so requests.

8. Return to Service:

The employee who is granted sabbatical leave shall agree to return to service in the District for the equivalent of twice the time length of the sabbatical leave.

- a. Reinstatement: Unless s/he otherwise agrees, the employee shall be reinstated in the same position held by him/her at the time of granting of the leave. If the position no longer exists, the employee shall be placed in an equivalent position which best utilizes the training and preparation obtained through the sabbatical leave, in accordance with the Reassignment and Transfer Article of this Agreement.
- b. Reports of Completion: Upon completion of the leave, and within sixty (60) work days of the employee's return to duty, s/he shall submit one of the following to the Superintendent for approval:

(1) Official transcripts showing in-resident study

(2) A written report of study on a special problem or research project, and, upon request of the Governing Board, an oral report.

(3) A written report setting forth the result of the travel study taken, and tangible evidence of how this information will be used for the benefit of students and, upon request, an oral report to the Governing Board.

c. Reports to the Community: An employee, upon returning from sabbatical leave, shall be encouraged to report to groups in the community, if and when appropriate, his/her experience. The report may be an article suitable for publication.

d. Compliance with Sabbatical Leave Agreement: Should it be determined by the Board that the conditions of the sabbatical leave were not fulfilled, the Board may take action to recover District expenditures.

9. Illness, Injury, or Death:

In case of injury to or illness of the employee during a sabbatical leave which prevents his/her completing the purposes of the leave, the sabbatical shall be terminated and all provisions for sick leave shall apply. If death prevents the employee from fulfilling his/her agreement to return to service in the District, no repayment of salary shall be required from his/her estate.

10. Other Reasons for Termination:

a. If an employee desires to terminate his/her sabbatical for reasons other than those stated in paragraph 9 above, the employee shall submit in writing to the Superintendent a detailed explanation of the reasons. The Board shall consider the request in a timely manner upon recommendation of the Superintendent.

b. A teacher who returns to service during a semester s/he had been scheduled to be on sabbatical leave shall be given an interim assignment where a vacancy exists.

c. An interim assignment shall end at the close of the semester the sabbatical was originally scheduled to end. The following semester, the teacher shall be assigned in accordance with Item 8, a., above.

11. Sabbatical Leave Committee:

There shall be a committee of six (6) members to be known as the Sabbatical Leave Committee. Three (3) members shall be appointed by the Union, and three (3) by the Superintendent. The duties of the committee shall be to consider the applications for leave, and then recommend for approval by the Governing Board applications that meet the standards established by the Committee in accordance with this Article.

- a. The Human Resources Dept. and the Union shall coordinate the activities of the Sabbatical Leave Committee. A meeting of the Sabbatical Leave Committee shall be called on or before December 1st for the purpose of review of standards.
- b. The Sabbatical Leave Committee shall develop reasonable standards for study, travel, retraining and research in order to qualify for sabbatical leave and shall cause such standards to be published and included on application forms. The committee shall meet as soon as possible after the deadline for filing and consider the applications and establish a written eligibility list for recommendation to the Governing Board, with copies to the Union, by March 1st. In establishing rank on the eligibility list, the committee shall consider, but not be limited to:
 - (1) the potential of the proposed plan for contributing to the quality of education in the District and the applicant's professional growth;
 - (2) the applicant's prior contribution to the District and potential for leadership;
 - (3) seniority in the District;
 - (4) impact upon secondary school departments; and
 - (5) such other pertinent factors as established by the committee.

12. Notification to County Superintendent:

A copy of all approved leave agreements are to be submitted by the District to the Office of the County Superintendent of Schools and to the Union.

13. Education Code:

In all matters not herein mentioned, the Education Code shall govern sabbatical leave, and all amendments to the Education Code affecting sabbatical leave shall become a part of these rules and regulations.

N. Teacher Exchange Leave.

1. The District and the Union encourage certificated staff participation in the Teacher Exchange Programs that provide for a guest teacher to be placed in a classroom of the District.
2. The teacher requesting an exchange assignment must have completed his/her third year of full-time service in the District.
3. The teacher making a request for an exchange program leave must first obtain written approval from the building principal.
4. Interested teachers must file a letter of request for leave with the Human Resources Dept. to participate in an exchange teacher program no later than January 1st prior to the year of the leave.

5. Preliminary approval for Teachers' Exchange Program leave must be obtained from the Governing Board prior to making application to the Exchange Agency.
6. The length of leave shall not exceed one year.
7. All expenses connected with arranging for an exchange assignment shall be borne by the District teacher and/or the guest teacher. For example, the teachers are responsible for the cost of transportation.
8. Each teacher involved in the exchange shall be paid his/her regular salary by his/her home school system. The guest teacher shall not be provided with District-paid health and welfare benefits.
9. In the event the exchange leave of the District teacher would be terminated by an illness or for other reasons, the teacher must immediately return to the District in order to remain on paid status. Upon return, the teacher will be placed on unassigned status and given an appropriate assignment as soon as health and/or other conditions permit, for the remainder of the term of the exchange. The teacher would then be reassigned to his/her prior position when the exchange teacher leaves, provided that position exists for the following year.
10. No teacher will be released for an exchange assignment prior to the last day of his/her regular contracted service unless specifically approved by the Governing Board. The reason for early release must be a condition that cannot be resolved in any other manner.
11. The visiting teacher shall be given current annual sick leave, as awarded other employees of the District.
12. Procedures and regulations of the Exchange Agency shall govern all matters not covered above.
13. Teaching assignments that do not include an exchange arrangement may be applied for under Personal and Professional Leaves Without Pay.

O. Personal or Professional Leaves Without Pay.

1. Professional Leaves:

| Purpose: ~~Professional~~ Leaves ~~of absence W~~without ~~pay~~ Pay may be approved by the Governing Board upon the recommendation of the Superintendent for study in a fulltime, accredited program; completion of credential requirements in a fulltime program; for research, teaching or lecturing under a nationally recognized fellowship or foundation or for cooperative work in an institution of higher education. The Board may grant full- or part-time leaves when necessary in meeting District staffing needs, as in the case of a full-time permanent employee transferring to a part-time position to meet a District need. In such cases the eligibility, application deadline, and notification of return requirements shall not apply. The Board may consider other reasons or circumstances, in consideration of District needs.

| Eligibility: An employee shall have completed his/her third (3rd) year of service before ~~being beginning a granted a~~ Professional Leave ~~W~~without ~~P~~pay ~~by the Governing Board other than for extended illness, basic credential fulfillment for his/her current teaching position, for child care~~

~~(see Child Care Leave provision)~~. A ~~professional Professional leave Leave~~ shall be no more than one (1) year in length, except when, with the Superintendent's recommendation, a ~~professional Professional leave Leave~~ may be extended by the Governing Board for a second year, and shall be limited to one per seven (7) years of continuous service, unless requested for the purpose of clearing a credential, in which case a ~~professional Professional leave Leave~~ may be taken once per five (5) years of service.

2. Personal Leaves:

Purpose: Personal ~~leaves Leaves~~ shall be approved by the Governing Board for all applicants meeting eligibility requirements. Personal ~~L~~leaves shall be no more than one year in duration.

Eligibility: ~~An employee shall have completed his/her seventh (7th) year of service before beginning a Personal Leave Without Pay. Applicants shall have completed seven (7) years of satisfactory certificated service in the PVUSD prior to the beginning of the leave.~~ Employees shall be eligible for ~~P~~personal ~~L~~leaves no more than once per seven (7) years of continuous service.

3. Family Emergency/Medical Leave:

Purpose: Family Emergency/Medical Leaves may be granted by the Governing Board for illness or convalescence, or a family emergency or severe need in the immediate family that demands the employee's presence. The Board may consider other reasons or circumstances.

Eligibility: Any employee may be granted a Family Emergency/Medical Leave. Such leaves may be granted for the remainder of a school year and up to one additional school year. For the purpose of eligibility for personal or professional leave, such a leave shall not constitute a break in service.

4. Short-term Leave Without Pay:

The Superintendent or his/her designee may grant leaves of absence without pay for a period up to thirty (30) calendar days.

5. Sick Days in Leave Without Pay:

Sick leave shall not be honored when an illness or injury occurs during the leave without pay, except for medical leaves and maternity leaves or elective surgery described under the Maternity Leave provision.

6. Part Time Leave:

Unit members may apply for a part time leave pursuant to Article XV of this Agreement.

7. Request for Leave:

Requests for such leave without pay shall be filed with the Personnel Director through the immediate supervisor. Requests for leave for the first semester or for a school year shall be filed no later than March 1st of the previous school year. Requests for leave for the second semester shall be filed no later than November 1st of the same school year. All other requests shall be filed far enough in advance of the leave to permit reasonable time for processing. Receipt of the request

shall be promptly acknowledged by the Human Resources Dept.. The employee shall submit a written request outlining the purpose of the leave, including a statement of intention to return. The March 1st and November 1st deadlines may be waived in extreme circumstances, if the Superintendent determines that a timely request was beyond the control of the applicant.

8. Extent and Distribution:

Each request for leave of absence shall be evaluated on its own merit. One criterion may be the length of time which has elapsed since the completion of any previous leave without pay.

9. Notice of Return:

Upon application for a Leave of Absence Without Pay, the applicant shall be asked to sign a document indicating the intention to return to employment in the PVUSD at the end of the leave period. Applicants shall be required to notify the District in writing of their intent to return by March 1st, or, in the case of a first semester leave, by January 1st. The District shall make reasonable efforts to inform the employee of the notification obligations. Employee failure to notify shall be considered an abandonment of the position.

10. Rights and Benefits:

- a. There shall be no financial or health and welfare benefit compensation during leaves of absence without pay, but other rights and benefits, such as tenure, sick leave accrual, salary placement and retirement benefits which were accumulated during prior service in the District, shall be retained.
- b. The employee may continue any health and welfare benefits at his/her own expense, subject to approval of the carrier(s). Arrangements shall be made by the employee through the Business Office.
- c. An employee returning from a leave without pay shall return to his/her former school, except s/he may request to be reassigned or transferred or may be considered for reassignment or transfer in the same manner as employees who are not on leave.

P. Personal Leave with Differential Pay.

1. For reasons brought about by circumstances under which the employee's presence is required by law or is of very serious importance and cannot be scheduled outside of duty hours, the Superintendent may grant up to five (5) days leave to the employees at differential pay: the difference between the employee's per diem and that of the substitute. In cases where no substitute is employed, the amount that would have been paid the substitute shall be deducted from the employee's per diem.
2. Days of leave granted under this provision shall be included in the 30-day maximum leave without pay authorized in Item 4 under Personal or Professional Leaves Without Pay.
3. Requests for leaves at differential pay shall be made, in writing, to the Superintendent through the immediate supervisor at least five (5) working days prior to the commencement of the leave, except in cases of emergencies.

Q. Child Care Leave.

1. An employee may be granted a leave without pay for the purpose of caring for a child.
2. Such leave without pay may be granted for up to the remainder of the school year in which the birth, adoption or legal guardianship occurs, plus up to one additional school year. Additional leave for child care may be granted under Personal or Professional Leaves Without Pay.
- ~~3. Leave without pay may begin prior to childbirth in accordance with Maternity Leave, paragraph 2, a.~~
3. The employee may continue any health and welfare benefits at his/her own expense, subject to approval of the carrier(s). Arrangements shall be made by the employee through the Business Office.

R. Union Leave (Release Time).

1. According to Union request, the District shall grant full or part-time leave to a person designated by the Union, in accordance with Ed. Code paragraph 44987. The District shall pay salary benefits s/he would have received at fulltime employment and the Union shall reimburse the District for pro rata portion of the contract.
2. The District shall grant to the Union (as determined by the Union President) an additional twenty (20) days for the purpose of Union business. Prior notice to the immediate supervisor and Superintendent is required.
3. All costs of substitutes shall be borne by the Union.

S. Exchange Days

The practices of traditional calendar teachers trading days with YRE teachers will be allowed as in Article XXI., L.

1. Unit members who desire to exchange days will make their own arrangements with another teacher who will be responsible for maintaining the continuity of the academic program.
2. A maximum of five (5) days per school year will be allowed for each teacher.
3. In cases of extenuating circumstances where a teacher needs more than the days allowed, a unit member may appeal in writing to his/her principal for additional days. The granting of additional days must have the approval of the District Office and site administrator.
4. All requests must be submitted to the building principal at least five (5) working days prior, within the same school, or at least ten (10) working days prior, if another school is involved, unless there is a serious emergency. The approval or denial of exchange days shall be at the sole discretion of the administration. This decision shall not be arbitrary or capricious, or without basis in fact. If a request is not approved, the principal will present, in writing, his/her reasons for denying the exchange.
5. All trades must be completed within a given school year.

6. When a trade is requested which would affect two (2) schools, both building principals must approve the trade.
7. If the unit member who is responsible for being in that classroom should be absent because of illness or any other reason, the absence day shall be charged to that unit member and that member will be responsible for arranging for any substitute required.
8. Partial contract unit members will be allowed exchange days within their schedule with the same provisions.
9. The District and/or the Union bear no responsibility for the enforcement of private exchange day agreements between individual teachers, nor shall the District or Union be liable for the payment of additional compensation based upon any teacher working beyond his/her regular work year pursuant to any exchange day agreement.

T. Catastrophic Illness.

Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee or a member of his/her immediate family 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.

1. Eligibility Requirements:

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

- a. The employee has achieved permanent status or is a third year categorical (or non-permanent) employee.
- b. The employee who is, or whose family is, suffering from a catastrophic illness or injury requests, in writing, a need to use this leave and provides verification of catastrophic injury or illness as required by the District. 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. If the applicant is unable to make a written application, a family member may submit the documents to the District.
- c. The District determines that the unit member is unable to work due to the employee's or family member's catastrophic illness or injury.
- d. The employee has exhausted all of his/her paid sick leave credits, including all entitlement to differential pay.

2. Procedures for Donating Sick Leave Credits:

- a. Employees may donate sick leave credits provided that s/he has a sufficient number of accumulated sick leave to retain at least twelve (12) sick leave days in his/her account.
- b. All transfer of sick leave credit to the program is irrevocable.

- c. Participation is voluntary, however to be eligible to withdraw from the bank, an employee must have made a contribution to the bank. The rate of contribution by each participating employee for each school year shall be no less than one (1) day of sick leave nor more than ten (10) days.
- d. Donations shall be authorized in writing yearly by the employee.
- e. Employee may only donate sick leave days to the bank between July 1st, through September 30th.
- f. Employees returning from extended leave will be permitted to donate within thirty (30) calendar days of their return.
- g. The District Office shall maintain on file the CSLB Bank Credits. Credits donated and distributed shall be filed on District forms and shall be authorized by the Superintendent, or the Assistant Superintendent of Personnel, or their designee, and the employee's exclusive bargaining representative before transfers are made into and out of the credit bank by or on behalf of the employee.
- h. Days in the CSLB shall accumulate from year to year.
- i. For Adult Education, six (6) hours equals one day of sick leave.
- j. Catastrophic leave credits shall not be used for illness or disability which qualify the participant for Workers' Compensation Benefits or when the employee is eligible for disability under his/her retirement system.
- k. Potential donors who were employed in a Certificated position covered by STRS prior to July 1, 1980, are advised to consider the retirement implications of donating their unused sick leave credit for the CSLB.

3. Procedures for Requesting Catastrophic Leave:

- a. An employee desiring Catastrophic Leave credit shall submit a request in writing to the Assistant Superintendent of Personnel.
- b. Employees may receive sick leave from the bank in increments of up to twenty (20) days. No employee shall be entitled to withdraw sick leave days from this program which would result in the employee being absent for more than one work year. An employee may reapply for additional leave credit to extend a career maximum of one hundred and eighty-four (184) days.
- c. The Catastrophic Sick Leave Bank (CSLB) shall be administered by a committee comprised of one (1) District representative, one (1) PVFT representative, one (1) CSEA representative, and one (1) site administrator or supervisor.
- d. 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.

- e. Employees who are in their first year with the District and are in need of utilizing the CSLB may appeal their case in writing to the committee.
- f. Catastrophic leave credits shall not be used for illness or disability which qualify the participant for Worker's Compensation benefits.
- g. The District Office shall maintain a file of donations made by unit members. Credits donated and distributed shall be on filed on District forms and shall be authorized by the Superintendent, or the Assistant Superintendent of Personnel, or their designee, and the employee's exclusive bargaining representative before transfers are made into and out of the credit bank by or on behalf of the employee.
- h. Days in the CSLB shall accumulate from year to year.
- i. For Adult Education, six (6) hours equals one day of sick leave.
- j. Catastrophic leave credits shall not be used for illness or disability which qualify the participant for Workers' Compensation benefits or when the employee is eligible for disability under his/her retirement system.

U. Leaves and Reimbursement to Serve on Educational Related Commissions

Unit members who wish to participate on a local, State or Federal governmental commission or body that is related to public education may apply for and be considered for a leave of absence, paid or unpaid, and may request reimbursement from the District for unreimbursed expenses of mileage related to the unit member's participation.