

# Article 18: Leaves

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## 18.01 LEAVE PROVISIONS

- A. **Leave Request Deadline:** Excepting Sick Leave (18.02.A), sudden illness, injury, parental/guardianship responsibilities, bereavement, jury duty, military, or personal necessity, a faculty member will make a written request for a leave at least ninety (90) days prior to the commencement of the leave or directly after the leave's need becomes evident. The District will respond to the faculty member's leave request in writing prior to the leave's commencement but no later than thirty (30) days after the request.
- B. **Leave Notice**
1. Except in cases of leaves that are not amenable to ninety-day planning per 18.01.A, all faculty members will give notice in writing of their impending absence to their [department chair/supervising administrator](#) at least ninety (90) calendar days in advance. Notice for leaves that are not amenable to such planning will be given as soon as possible.
  2. For all leaves, whether paid or unpaid, faculty members are required to submit a completed Notice of Absence Form to their department chair or supervising administrator within seven (7) calendar days of their return from leave.
- C. **Step Advancement and Retirement:** All paid leaves granted pursuant to this Article's provisions will be credited as service for step advancement on salary schedules, and to the extent permitted by law, will be credited toward retirement.
- D. **Paid Leave Benefits:** The District will provide the same health benefits for a paid leave as it does for an equivalently loaded faculty assignment.
- E. **Tenure:** Pursuant to Ed Code [87776](#) and [87606\(b\)](#) leave provisions that could affect completion of the tenure process are the provenance of [Article 30](#): Tenure Review.

## 18.02 HEALTH-RELATED LEAVES

- A. **Sick Leave:** Pursuant to Ed Code [87781-82](#), the District will provide Sick Leave for faculty members subject to 18.02.A.1-10.
1. A faculty member may expend Sick Leave for missing scheduled assigned duties due to personal illness or injury, or due to personal health-related appointments for themselves or a family member; or if they are a victim of domestic violence, sexual assault, or stalking (Labor Code [Section 230](#) and Labor Code [Section 230.1](#)). Sick Leave may also be expended with respect to other leaves as specified in this Article.
  2. The District may require a faculty member to provide verification by a physician if the faculty member expends Sick Leave per 18.02.A.1 for ten (10) consecutive days or more of scheduled assigned duties.
  3. Pursuant to Ed Code [87781](#), Sick Leave may be expended in advance of its accrual in the current [academic year](#). If a faculty member leaves District employment prior to the end of the academic year and the Sick Leave expended for that year is greater than the amount accrued by the faculty member, the District may apply a corresponding reduction in pay for that faculty member in that year.
  4. Faculty members will expend accrued Sick Leave as follows:
    - a. A contract faculty member working a 100 percent contract who is absent for all assigned contract duties for one (1) day will expend eight (8) hours of accrued Sick Leave; absence from a portion of assigned contract duties will expend a prorated number of hours of accrued Sick Leave based on that portion of eight (8) hours.

- 18.02.A.4.** b. A contract faculty member on reduced load who is absent for all assigned contract duties for one (1) day will expend a prorated amount of eight (8) hours of Sick Leave; absence from a portion of assigned contract duties will expend a prorated number of hours of accrued Sick Leave based on that portion of the prorated reduced load.
- c. A faculty member who is absent from an hourly assignment will expend one (1) hour of Sick Leave for each hour of absence from assigned hourly duties.
5. Pursuant to Ed Code [87782](#), a faculty member will be credited with Sick Leave previously accrued through employment in a California school district if the faculty member presents the District with proof of such accrual within three (3) calendar years of District date-of-hire.
  6. For contract assignments, a faculty member will accrue Sick Leave at the rate of eighty (80) hours per 100 percent assignment per academic year, accrued at a uniform rate per payroll period. A contract faculty member with less than 100 percent contract load will accrue a prorated portion.
  7. For [hourly assignments](#), faculty members will accrue one (1) hour of Sick Leave for every 17.5 contact hours (0.35 hours per 1.000% load) accrued at a uniform rate per payroll period.
  8. A faculty member's unexpended Sick Leave will roll from the previous academic year to the current academic year.
  9. All Sick Leave earned or accumulated under this Article may be used only during a period of time when a faculty member is in paid status by the District.
  10. The granting of Sick Leave or accumulation of Sick Leave under this Article will not be construed as conferring any right to continual employment or in limitation of the District's right to terminate employment as authorized by law.
- B. Catastrophic Leave:** Pursuant to Ed Code [87045](#), a faculty member may qualify for a fully paid leave with full [benefits](#) if the faculty member or a member of the faculty member's [immediate family](#) is disabled by a life-threatening long-term illness or injury. Such paid leave is also subject to the provisions of 18.02.B.1-8.
1. A faculty member may qualify for a period of up to twenty-three (23) days of the [contract year](#) of Catastrophic Leave. At the end of this initial period, the faculty member may qualify for one (1) additional period of up to twenty-three (23) days of the contract year of Catastrophic Leave.
  2. The District will require a faculty member to provide verification by a physician in order to qualify for Catastrophic Leave.
  3. While a faculty member is on Catastrophic Leave using donated hours, no Sick Leave will accrue.
  4. Faculty members may contribute sick leave credit in hourly increments from their accrued sick leaves balance to a Faculty Catastrophic Leave Bank for the purpose of providing hours to faculty members who have been granted Catastrophic Leave. A contract or associate faculty member may not make such a contribution that reduces the faculty member's accrued Sick Leave to less than eighty (80) or thirty (30) hours, respectively.
  5. Human Resources (HR) will solicit sick leave donations from faculty members on an as-needed basis. Human Resources will maintain records for the Faculty Catastrophic Leave Bank. Contributions to the Faculty Catastrophic Leave Bank will be made using a Sick Leave Donation Form provided by HR.
  6. A faculty member who has completed the equivalent of one (1) full year (100 percent load for one (1) year) of paid service to the District will be eligible for a Catastrophic Leave. An associate faculty member may utilize Catastrophic Leave only during a period of time when the faculty member is in paid status by the District.

- 18.02.B.** 7. A faculty member requesting a Catastrophic Leave will receive the recommendation of the department chair and supervising administrator, and will notify the Human Resources Department.
8. A maximum of two (2) requests may be granted for each life-threatening, long-term illness or injury event, as verified by a physician.

**C. Supplemental Sick Leave:** Pursuant to Ed Code [87780](#), the District will provide an eligible faculty member with Supplemental Sick Leave. The provisions of Ed Code 87780 and 18.02.C.1-8 will comprise the District's Supplemental Sick Leave program.

1. A faculty member is eligible for Supplemental Sick Leave only if the faculty member has exhausted all accrued Sick Leave and Catastrophic Leave options, if applicable, and is still unable to perform assigned duties due to an illness or injury.
2. A faculty member's period of eligibility for Supplemental Sick Leave is 100 contract days commencing with the eleventh (11<sup>th</sup>) day of absence due to an illness or injury.
3. Supplemental Sick Leave will run concurrently with any accumulated regular Sick Leave and Catastrophic Leave, if applicable, commencing with the eleventh (11<sup>th</sup>) day of absence.
4. When a contract faculty member has used all accumulated Sick Leave and Catastrophic Leave, if applicable, and is still absent from duty on account of illness or accident, then the provisions for Supplemental Sick Leave pay are implemented for the remainder of the 100-day Supplemental Sick Leave eligibility period.
5. Under Supplemental Sick Leave, the District will reduce a faculty member's pay by the salary paid to substitutes employed for the faculty member's scheduled assigned duties during the absence. If no substitute is paid for a particular assigned duty, a faculty member's pay will be reduced by the hourly compensation for that duty based on Step 1 in the faculty member's salary class on that duty's appropriate salary schedule.
6. A faculty member may expend Supplemental Sick Leave for absence due to continuing illness or injury during the period of eligibility only after all accrued Sick Leave and Catastrophic Leave options have been exhausted.
7. The District may require a faculty member to provide verification by a physician in order to qualify for Supplemental Sick Leave.
8. During the period for which an eligible faculty member expends Supplemental Sick Leave, the District will provide benefits to the faculty member in the same manner as before the absence.

**D. Long-term Disability Leave:** See [Article 10: Benefits](#), section 10.02.E.

**E. Industrial Accident or Illness Leave:** Pursuant to Ed Code [87787](#), the District will provide Industrial Accident or Illness leave to a qualified faculty member. The provisions of Ed Code 87787 will comprise the District's Industrial Accident or Illness Leave program.

1. Periods of leave of absence under this provision will not be considered to be a break in service of the faculty member.
2. Any faculty member receiving Workers' Compensation benefits will remain within the State of California during periods of illness or injury unless otherwise authorized by the Board.

### **18.03 FAMILY/PERSONAL LEAVES**

**A. Parental Leave** (Pursuant to Ed Code [87784.5](#))

- 18.03.A.1.** A faculty member may expend Sick Leave as needed for personal pregnancy and personal pregnancy-related matters under the Family Medical Leave Act (FMLA). Pregnancy Disability Leave may also apply, and runs concurrently with FMLA.
2. A faculty member may expend up to thirty (30) days of Sick Leave, less any Personal Necessity days expended, when assuming parental or guardianship responsibility for a child. This leave may run concurrently with leaves under California Family Rights Act (CFRA) and/or FMLA (18.03.B).
  3. A faculty member may expend up to twelve (12) weeks of leave in a twelve (12) month period for the birth of a child; baby bonding; adoption of a child; or placement of a foster child. This parental leave runs concurrently with CFRA, and is a fully paid leave using accrued sick leave. If sick leave is not available, Supplemental Sick Leave is applied for the hours not covered by accrued sick leave for members with at least twelve (12) months of service. An employee utilizing Supplemental Sick Leave for the purpose of Parental Leave will not be paid at a rate less than 50 percent of their regular salary.
  4. The District will provide leave for parental concerns as advised by a physician, up to and including Unpaid Leave (18.06).

**B. Family Medical Leave:** Pursuant to federal law ([Family Medical Leave Act](#) (FMLA)) and State law ([California Family Rights Act](#) (CFRA)), eligible faculty members will be entitled to Family Medical Leaves.

1. Twelve (12) workweeks of leave in a twelve-month period for the following purposes:
  - a. The birth of a child and to care for the newborn child within one (1) year of birth;
  - b. The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one (1) year of placement;
  - c. Care for the employee's spouse, child, or parent who has a serious health condition;
  - d. A serious health condition that makes the employee unable to perform the essential functions of the employee's job; or
  - e. Any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on "covered active duty;" and
2. Twenty-six (26) workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, child, parent, or next of kin (Military Caregiver Leave).
3. Eligibility: A faculty member with one (1) year of service and 1,250 hours of paid service in the last twelve (12) months is eligible for the leaves described above.
4. Duration of Leave
  - a. Leave is pro-rated for regular pro-rata faculty members.
  - b. The faculty member may request intermittent leave in the form of reduced workdays or workweeks. The decision to grant and/or deny such request will be made at the sole discretion of the District. An intermittent leave will be judged on the special circumstances presented by the faculty member. When agreed to by the faculty member and the District, intermittent leave will be scheduled, to the extent possible, to minimize disruption of instruction and any extra cost to the District.
5. The faculty member will be required to use accrued Sick Leave concurrently with FMLA leave.

**18.03.B. 6. Continuation of Health and Welfare Benefits**

- a. If the faculty member does not return at the end of the leave, the District may collect the amount expended for benefits unless the failure to return is because of disability or other reasons beyond the control of the unit member.
- b. Faculty members, at their sole election, while on an unpaid Family Leave, will be entitled to retain life insurance at their sole expense, pursuant to terms and conditions of [Article 10: Benefits](#), and with the approval of the insurance carrier(s).

**7. Verification**

- a. The faculty member will provide acceptable written verification to the District's Human Resources Department of the need for leave to care for a spouse, parent, or child or for the faculty member's own serious health condition.
  - b. Verification may be provided by a physician, osteopath, or other health care provider designated by the U.S. Secretary of Labor.
  - c. The District may, at its sole discretion and expense, require additional medical evaluation of the faculty member's own health condition, but not of the unit member's spouse, parent, or child.
8. To the extent allowable under the federal and state regulations implementing FMLA and CFRA, faculty members are required to take concurrently any other paid leaves available to them for such purposes covered under this section.

**C. Bereavement Leave:** An eligible faculty member will be entitled to five (5) consecutive contract days of fully paid Bereavement Leave upon an immediate family member's death.

1. Contract faculty members will be eligible for Bereavement Leave. Associate faculty members who have completed two (2) employment terms of paid service in the District will be eligible for Bereavement Leave.
2. Bereavement Leave will not be deducted from the faculty member's accrued Sick Leave.
3. A faculty member may supplement a Bereavement Leave up to six (6) days by expending accrued Sick Leave.
4. The Board may grant additional days of Bereavement Leave with full compensation.

**D. Personal Necessity Leave:** Pursuant to Ed Code [87784](#), an eligible faculty member will be entitled to up to six (6) days of fully paid Personal Necessity Leave per academic year, with an additional five (5) days of Supplemental Personal Necessity Leave up to the extent of available Sick Leave.

1. Faculty members who have been employed by the District for at least six (6) months will be eligible for Personal Necessity Leave.
2. Unless otherwise specified by Ed Code [87784](#), Personal Necessity Leave will require approval by the District.
3. A faculty member on Personal Necessity Leave will be fully paid by expending accrued Sick Leave.
4. For the purposes of this section, "personal necessity" means obligations or unavoidable duties of an employee that must be performed during scheduled working hours involving:
  - a. Emergencies related to the faculty member's home or to the faculty member's immediate family members;
  - b. Appointments for the purpose of conducting personal legal affairs or financial transactions that cannot be conducted outside of working hours;

- 18.03.D. 4.** c. Receipt of a summons, subpoena, or other judicial order requiring absence from work;
- d. Observance of a major religious holiday of the employee's faith;
- e. Attendance at professional conferences related to the teaching profession and/or one's area of assignment;
- f. Attendance at a funeral service;
- g. Natural disasters that prevent a faculty member from meeting all or part of the faculty member's assigned duties;
- h. Attendance at activities related to a federal holiday (such as Veterans Day); and
- i. Attendance at significant family events.

#### **18.04 EDUCATIONAL/PROFESSIONAL LEAVES**

- A. **Special Educational Leave:** See [Article 28: Special Educational Leave](#).
- B. **Unpaid Educational Leave:** Pursuant to Ed Code [87767-69](#), the District may grant an Unpaid Educational Leave to a contract or associate faculty member for the purpose of study, travel, or work experience that will benefit the District or its students. The provisions of Ed Code 87767-69 and 18.04.B.1-4 will comprise the District's Unpaid Educational Leave program.
1. Time spent on approved Unpaid Educational Leave will not be used to calculate a break in service, per [Article 16: Hourly Assignments](#), section 16.02.B.5.e).
  2. A faculty member who is granted an Unpaid Educational Leave will maintain benefits specified in [Article 10: Benefits](#), section 10.03-04, provided the faculty member makes contributions to the District for the full premium costs of these benefits. The time spent on an Unpaid Educational Leave will be regarded as employment with the District with regard to credit for salary placement and seniority ranking.
  3. For purposes of this Article, the acceptance and implementation of a major award or grant that involves travel and scholarship, such as the Fulbright Scholarship, will be considered as an Unpaid Educational Leave when approved by the District.
  4. Requests for an Educational Leave must be submitted in writing to the Vice President of Academic Affairs and other appropriate vice president for recommendation to the Board of Trustees at least three (3) months prior to the beginning of the leave period. For any unpaid leave the provisions of section 18.06 apply.
- C. **Exchange Leave:** Pursuant to Ed Code [87422](#), the District may grant an Exchange Leave to a contract faculty member.
1. All exchanges will be on a one-for-one basis, and the visiting faculty member will meet all State and District qualifications for performing the faculty member's designated assignment.
  2. The District faculty member will receive salary and other benefits from the District during the Exchange Leave.
  3. The time spent on an Exchange Leave will count for service credit to the District.
  4. The District will not be held responsible for salary, benefits, and other expenses of the visiting faculty member.
- D. **Sabbatical Leave:** See [Article 25: Sabbatical Leave](#).

## **18.05 OTHER LEAVES**

- A. **Military Leave:** A faculty member who receives orders for active military duty during the academic year will be granted a Military Leave, for a period not to exceed one hundred eighty (180) calendar days. A faculty member who has been employed continuously by the District for not less than one (1) year will be fully paid for the initial thirty (30) days of a military leave. A copy of the official orders will be submitted to the Human Resources Department at the time of such request.
- B. **Jury Duty Leave:** Pursuant to Ed Code [87035](#), any faculty member called for jury duty will be entitled to fully paid Jury Duty Leave. Jury duty will not require the expenditure of accrued Sick Leave. The faculty member will submit compensation received as a juror (except mileage reimbursement) to the District.

**18.06 UNPAID LEAVES:** The District may grant a faculty member an Unpaid Leave for the following reasons: 1) to supplement Parental Leave (18.03.A.4); 2) Educational Leave pursuant to Ed Code [87767-69 \(18.04.B\)](#); or 3) another reason at the District's discretion. For a [regular faculty member](#), such an Unpaid Leave will not constitute a break in continuity of service for seniority (or hourly assignment) purposes. The time spent on a District-granted Unpaid Leave will not be applied toward salary movement, early retirement, CalSTRS retirement credit, or years of service when considering eligibility for Sabbatical Leaves and when awarding Professional Growth Increments. There is an exception for time spent on Unpaid Educational Leave: such time will be applied toward salary movement, seniority ranking, and eligibility for [Sabbatical Leaves](#) (although the leave may affect a faculty member's position on the Sabbatical Leave Priority List ([Article 25: Sabbatical Leave](#), section 25.06.C.3)).