

ARTICLE 15 - LEAVES

A. Illness Leave

1. Full-time unit members shall be entitled to eleven (11) days leave with full pay for each school year for purposes of personal illness, injury or quarantine. Unit members who work less than full-time shall be entitled to pro-rated leave, which shall be the same length as the unit member's work day.
2. Each unit member shall be notified of accumulated leave by no later than December 1st of each school year. The District shall inform unit members, upon employment, of their right to transfer illness leave accumulated in other California districts. Every effort shall be made to provide pay warrants showing accumulated sick leave.
3. After all earned leave as set forth in Paragraph #1 above is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) school months. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave or, if no substitute is employed, the amount which would have been paid to a substitute. The five (5) month period shall begin after all accumulated sick leave has been used.
4. Whenever possible, a unit member must first contact the Automated Substitute Calling System or the immediate supervisor as soon as the need to be absent is known. This shall be at least two (2) hours prior to the start of the unit member's work day to permit the employer time to secure a substitute. Failure to provide adequate notice except in emergency situations may be grounds for denial of a leave with pay.
5. If unable to return to duty on the subsequent work day, a unit member shall attempt to notify the immediate supervisor ninety (90) minutes prior to the end of that unit member's work day.
6. If an illness occurs during the school day, the illness leave deducted will be for the part of the school day to the nearest hour the unit member was absent.
7. In the event of more than five (5) consecutive days of absence due to illness during the school year, the District may require a statement of a physician certifying the illness. The District may immediately require a statement of a physician certifying an illness if the District has evidence to support a pattern of abuse of illness leave.
8. Unit members may donate/contribute a maximum of 5% of their total sick leave days to other distressed/needy members in one contract year. Contributed days must be accrued through service to Apple Valley Unified School District.

B. Personal Necessity Leave

1. Personal Necessity Leave is limited to a maximum of seven (7) days of illness leave (combined total of any Personal Necessity Leave use), each school year.
2. Personal Necessity Leave shall not be used for the following purposes:
 - a. Political activities or demonstrations;
 - b. vacation, recreation or social activities; or
 - c. extension of a school holiday, recess or vacation.
3. Personal Necessity Leave taken prior to, or following a school holiday, recess or vacation shall require advance permission from the site administrator. The reason for the Personal Necessity Leave shall be documented on the unit member's Leave Request form.

ARTICLE 15 – LEAVES (Cont.)

B. Personal Necessity Leave (cont.):

4. A unit member may claim Personal Necessity Leave for the following:
 - a. Death of a member of the immediate family, in addition to the Bereavement Leave.
 - b. As a victim of: domestic violence; sexual assault; and/or stalking
 - c. Accident involving the unit member or unit member's property or the person or property of a family* member of such nature as to require the presence of the unit member during the work day.
 - d. Serious or critical illness of a member of the family* member.
 - e. Appointment with a doctor or dentist for the unit member or family* member.
 - f. Inability to reach the work site because of natural disasters or other circumstances clearly beyond the control of the unit member. This is limited to four (4) work days.
 - g. Observance of major religious holidays of the unit member's faith.
 - h. An appropriate or compelling reason requested and approved in advance by the Assistant Superintendent, Human Resources or Superintendent's designee.

Unit members shall not claim Personal Necessity Leave under Section B.4.g. unless an explanation of Personal Necessity Leave has been provided by the unit member and approved in advance by the Assistant Superintendent, Human Resources or Superintendent's designee.

- h. Urgent personal affairs which cannot be taken care of outside school hours. This is limited to four (4) days.

*NOTE: *Per AB1522 the Healthy Workplaces, Healthy Families Act of 2014 the definition of "family member: for c, d, and e above to include: a child (biological, adoptive, foster, step), legal guardian, or person who stands in loco parentis, regardless of age or dependency*

5. To the degree possible, Personal Necessity Leave shall be requested on the appropriate form in advance from the immediate supervisor.
6. The unit member shall not be required to secure advance permission for Personal Necessity Leave taken for the following:
 - a. Death of a member of the immediate family.
 - b. Accident involving the unit member or unit member's property or the person or property of the immediate family of such nature as to require the presence of the unit member during the work day.
 - c. Serious or critical illness of a member of the immediate family.
 - d. Urgent personal affairs which cannot be taken care of outside school hours [limited to four (4) days per school year].

C. Sabbatical Leave

1. A Sabbatical Leave is a leave which may be granted by the Board of Trustees to a permanent unit member for the reasons provided by Education Code.
2. The District may grant such leave to no more than two (2) percent of the total number of unit members employed. Sabbatical Leave that is granted must be taken in semester or trimester increments not to exceed two (2) full semesters or trimesters.

ARTICLE 15 – LEAVES (Cont.)

C. Sabbatical Leave (cont.):

3. A unit member who has completed seven (7) consecutive years of certificated service in the District may apply for Sabbatical Leave. An individual may be granted only one (1) such leave in each seven (7) year period. Applications for Sabbatical Leave must be filed not later than November 1st of the year preceding the school year in which a Sabbatical Leave is intended. Applications will be evaluated by the Superintendent and approved by the Board of Trustees. Notification of their decision shall be given to the unit member not less than one (1) semester or trimester prior to the date that the leave is intended.
4. A unit member on Sabbatical Leave shall receive fifty (50) percent of the salary the unit member would have received on regular, full-time duty in the District. During the term of the Sabbatical Leave, all benefits shall remain the same as other unit members. Unit members who take Sabbatical Leave of less than one (1) year, shall have their salary pro-rated.
5. Any unit member who is granted Sabbatical Leave shall file a bond with the District, which shall enable the District to reclaim any remuneration granted the unit member while on leave in the event that the unit member does not remain with the District for a period at least twice the period of the leave. The bond shall be exonerated in the event that the failure of the unit member to return and render the agreed upon period of service is caused by the death, physical or mental disability of the unit member.
6. The unit member, while on Sabbatical Leave, shall receive salary warrants in the same manner as other unit members.
7. The unit member shall be re-instated in the position held at the time of the granting of the Sabbatical Leave unless the unit member otherwise agrees.
8. A unit member returning from Sabbatical Leave shall receive the same progressive advancement on the salary schedule as the unit member would have received had the unit member remained in active service.
9. A period of Sabbatical Leave does not affect retirement status, providing the unit member's full-time retirement contributions are made for the period of the leave. The District and unit member must pay retirement the same as other unit members.
10. The District shall inform unit members at the time the Sabbatical Leave is granted of their right to pay for full-time service credit for retirement benefits.
11. Each applicant who has been granted a Sabbatical Leave shall file a report with the Superintendent within one (1) semester or trimester of return to duty. Applicants shall not be considered to have completed the requirements for this Sabbatical Leave until their report has been submitted to the Superintendent.
12. A "trimester" shall be defined as twelve (12) consecutive weeks.

D. Pregnancy Disability Leave

Unit members are entitled to use paid leave as provided in Section "A" herein for disabilities caused or contributed to by the unit member's pregnancy, miscarriage, childbirth and recovery therefrom on the same terms and conditions governing leaves of absence from other conditions of medical disability. The length of the Pregnancy Disability Leave, including the dates when the

ARTICLE 15 – LEAVES (Cont.)

D. Pregnancy Disability Leave (cont.):

leave shall commence and duty be resumed, shall be determined by the unit member and her physician.

2. Every effort shall be made to return the unit member to the position and site held prior to the Pregnancy Disability Leave.

E. Maternity/Paternity Leave or Child Bonding Leave

1. Effective July 1, 2016, the District shall provide a unit member leave pursuant to AB375/AB2393 to care for a child born to, adopted by the unit member, or for any child whom the unit member or spouse becomes legally responsible. This leave provides for 12 school weeks of leave for this purpose and shall run concurrent with the parental leave currently granted under the California Family Rights Act (CFRA). The employee shall have the option of utilizing their accumulated sick leave during this leave. If the employee does not have adequate accumulated sick leave, the employee shall be paid his/her salary minus the sum that is actually paid or would have been paid to a substitute employee.
2. Request for Maternity/Paternity or Child Bonding Leave, including the dates the leave is to begin, is to end, and whether the employee is opting to utilize the paid leave provision of the law, shall be made in writing to the Superintendent or his/her designee, not less than 30 days before the leave is to begin, or in emergency situations, as soon as possible.
3. There shall be no reduction or gain of employment status during the Maternity/Paternity OR Child Bonding Leave unless otherwise provided by law.
4. Every effort shall be made to return the unit member to the position and site held prior to the Maternity/Paternity Leave or Child Bonding Leave.
5. Unit members health insurance shall continue for the duration of this leave in accordance with law. The unit member must continue to pay their monthly premiums either directly to the district or continue through payroll deduction if adequate wages are available for such deduction.

F. Bereavement Leave

1. Unit members shall be entitled to five (5) days paid leave of absence without illness leave deduction in the event of a death in the immediate family of the unit member.
2. Members of the immediate family include husband, wife, father, father-in-law, step-father, mother, mother-in-law, step-mother, brother, brother-in-law, sister, sister-in-law, son, son-in-law, step-son, daughter, daughter-in-law, step-daughter, grandmother, grandfather, grandchildren or any other person living in the unit member's household.

G. Industrial Accident Leave

1. Unit members shall be entitled to Industrial Accident Leave up to seventy (70) days for job-related injury or illness. An industrial accident or industrial illness as used in this Agreement means any injury or illness caused as a result of service for the District, as determined by Workers' Compensation.
2. Such Industrial Accident Leave shall not exceed seventy (70) days during which the unit member is assigned to enter service in any one (1) fiscal year for the same industrial accident.
3. The injury or illness shall be reported within twenty-four (24) hours or as soon as possible after the occurrence to the immediate supervisor or designee.

ARTICLE 15 – LEAVES (cont.)

G. Industrial Accident Leave (cont.):

4. Benefits in this section are to be used prior to, and separate from illness leave benefits or extended illness leave. Deduction from illness leave shall not be made until the unit member has been absent in excess of seventy (70) days of assigned duty.
5. The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform the regularly assigned duties.
6. Unit members have the right to request a change of physician to one of the unit member's own choice. The unit member shall notify the District before exercising this right.
7. Unit members shall be deemed to have recovered from an industrial accident or illness and able to return to work when the statement of the unit member's physician is accepted by the JPA Workers' Compensation Agency.
8. Unit members absent for Industrial Accident Leave for seventy (70) days of assigned duty shall be entitled to use other leave benefits including sick leave, differential pay for up to five (5) school months or an unpaid leave of absence.
9. The total of the unit member's temporary disability indemnity and the portion of salary due to the unit member during this absence shall equal the unit member's full salary.

H. Leave Without Pay

1. The District may grant Leave Without Pay, salary increment or credit towards tenure when there is a definite intent on the part of the unit member to return at the end of the designated period. The unit member must notify the District by March 15th of the intent to return or resign.
2. The unit member must submit a written request for the Leave Without Pay to the Superintendent or designee. If the request for Leave Without Pay is approved by the Superintendent or designee, it will then be forwarded to the Board of Trustees for final approval.
3. Unit members may participate in District insurance programs by paying the necessary premiums.
4. Every effort shall be made to return the unit member to the position and site held prior to the Leave Without Pay.
5. Leave Without Pay may be granted for up to one (1) year for the following purposes:
 - a. Personal Emergencies;
 - b. Professional Study or Research;
 - c. Long-term Illness of the unit member;
 - d. Care for a member of the immediate family who is ill;
 - e. United States Peace Corps Leave Without Pay may be granted for a period not to exceed two (2) years; and
 - f. Legislative Leave Without Pay shall be granted for the length of the term in office for unit members elected to public office.

I. Jury Duty/Official Appearance Leave

1. Unit members shall be provided Jury Duty Leave for regularly called jury duty.

ARTICLE 15 – LEAVES (cont.)

I. Jury Duty/Official Appearance Leave (cont.):

2. Unit members granted Jury Duty Leave under these provisions shall be granted full District compensation. If the unit member receives Jury Duty reimbursements other than travel or subsistence expenses, those reimbursements must be endorsed and given to the payroll office when the employee returns to work. The unit member is entitled to retain any travel and subsistence expenses paid by the court.

J. Military Leave shall be granted as stated in current Education Code.