

**ARTICLE
IX
LEAVES**
(Revised 2021-2022)

1. **Personal Illness and Injury**: Sick leave shall apply to all unit members and shall accrue at the rate of one day per calendar month of service for a maximum of 10 days per year.

- 1.1. Such leave may be used at any time during the year, including sick leave days that will be accrued during the remainder of the year. Sick leave, if not used, shall be accumulated on an unlimited basis.
- 1.2. The purpose of sick leave utilization shall be for absences, which are caused by illness, injury, maternity or quarantine of a unit member who is in a paid status immediately prior to commencement of said leave under this Article.
- 1.3. On or about October 1 of each year covered by this Agreement, the District shall provide each unit member with a written statement of accrued sick leave, including the current year's entitlement.
- 1.4. A unit member exercising said leave of absence shall notify the District of his/her need to be absent from service and the intended date of return as soon as known, and shall make every effort to provide such notice in time to secure substitute service.
- 1.5. As provided by Education Code section 44977, during each school year upon exhaustion of the unit member's fully paid sick leave, he/she shall be entitled to compensation at the rate of 50% of his/her normal daily rate of pay or the difference between his/her regular daily rate of pay and the regular daily substitute rate, whichever is the highest, for a period not to exceed five school months (one hundred [100] teaching days). An employee shall not be provided more than one five-month period per illness or accident. However, if a school year terminate before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year.

2. **Personal Necessity/Emergency Leave**: Unit members may use up to ten (10) days of sick leave plus any accumulated sick leave which has carried over from previous years for any of the following purposes:

- 2.1. Death or serious illness of a member of the immediate family when additional leave is required beyond the days provided for by bereavement leave.
- 2.2. Accident involving his/her person or property or to the person or property of a member of the immediate family.
- 2.3. Appearance in court as a litigant; or as a witness under official order. All compensation to the unit member, other than mileage, shall be reimbursed to the District.

- 2.4. Imminent danger to the unit member's home, such as flood, fire, or earthquake, which the unit member cannot reasonably be expected to disregard, and which requires the attention of the unit member during his/her assigned hours of duty.
- 2.5. Observance of the unit member's recognized religious holiday.

3. Members of the immediate family, as used in this Article, are defined in Section 7.2 below.

4. Personal Business Leave

- 4.1. A maximum of ten (10) days of paid leave, charged to sick leave, shall be granted to each unit member upon request for the purpose of attending to personal business, which must be conducted during the regular school day. Such business shall not include any concerted activity.
 - 4.1.1. The unit member will, in a timely manner, notify the immediate supervisor, or District Office, of the need for the leave.
 - 4.1.2. The unit member shall, upon request, sign a statement that the personal business leave is in accordance with the provisions of this section.

5. Family Leave

- 5.1. Eligible unit members shall be entitled to family and medical leave as provided in the California Family Rights Act of 1991, and the federal Family and Medical Leave Act of 1993. Eligible unit members shall be entitled to twelve (12) workweeks of unpaid leave for a qualifying reason (or twenty-six (26) workweeks for military caregiver leave). The 12-month period shall be defined as a fiscal year (July 1 through June 20).
- 5.2. The District shall maintain the unit member's coverage under any applicable health plan for the duration of any family leave under this section in the same manner as if the unit member were working.
- 5.3. The unit member shall be required to use any applicable and available paid leave concurrently with unpaid family leave. The use of such paid leave shall be subject to the requirements for use of that leave as set forth in this agreement or law.
- 5.4. Paid Parental Leave will be provided to all unit members as per education code section 44977.5 and the California Family Rights Act. For further information regarding your rights, contact the HR director.

6. Industrial Accident Leave

- 6.1. Unit members will be entitled to industrial accident leave according to the provision in Education Code Section 44984 for personal injury, which has qualified for worker's compensation under the regulations of the compensation insurance fund.
- 6.2. Such leave shall not exceed sixty (60) days, during the time in which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year, for the same industrial accident.
- 6.3. Although the unit member shall have the right to select his/her own treating physician, the District has the right to have the unit member examined at District expense 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 assigned duties and the degree, if any, to which a disability is attributable to the injury involved.
- 6.4. For any and all days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any and all wage loss benefit check(s) from the compensation insurance fund which would make the total compensation from both sources exceed 100 percent of the amount the unit member would have received as salary had there been no industrial accident or illness.
- 6.5. If the unit member fails to endorse to the District any wage loss disability indemnity check(s) received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member.

7. **Bereavement Leave**: Each unit member shall be entitled to a leave of absence with pay, not to exceed three (3) days, occasioned by the death of a member of the immediate family.

- 7.1. Said leave shall commence within thirty (30) working days following the death unless otherwise approved by the superintendent or designee.
- 7.2. "Member of the immediate family" the mother, father, grandmother, grandfather or a grandchild of the employee or of the spouse/domestic partner of the employee, and the spouse/registered domestic partner, or the son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the employee, or any relative living in the immediate household of the employee.
- 7.3. In the event travel is necessary, in excess of three hundred (300) miles one- way or out of state, an additional two (2) days of leave shall be granted.

- 7.4. Additional days of absence beyond those described herein may be provided under the terms of the Personal Necessity Leave provision of this Article.

8. **Judicial Leave** In the event a unit member receives a summons for jury duty for service within the contracted work year, the unit member shall do the following:

- 8.1. In those instances where unit members are required by the court to serve during contracted workdays, the District will grant leave of absence without loss of pay.

9. **Sabbatical Leave**

- 9.1. Tenured unit members may make application for a sabbatical leave for the purposes of travel, study, and/or advanced work experience under the provisions of this policy.
- 9.2. A sabbatical leave is a leave of absence with the duration of not less than one semester, nor more than two semesters, which will be granted to tenured unit members with seven or more consecutive years of service in the Temple City Unified School District for the purpose of providing an opportunity for improved service to the District.
- 9.3. A unit member who previously has received a sabbatical leave shall not be eligible to apply for a second leave until he/she has completed an additional seven years of service to the District.
- 9.4. A sabbatical leave is not one, which is granted as a reward for work already performed but rather affords an opportunity for such unit members to prepare for improved service in the District.
- 9.5. Said leave shall be related to the unit member's assignment in the District or designed to improve the unit member's professional effectiveness in the District.
- 9.6. No more than 2% of the unit members of the District may be granted sabbatical leaves at any given time.
- 9.7. Any unit member eligible for sabbatical leave shall submit an application to the superintendent at least one hundred twenty (120) days prior to the beginning of the semester for which the leave is desired.
- 9.8. Selection of recipients for a leave under this policy shall be based upon the value of the leave to the District as a whole, the soundness of the leave proposal, and the unit member's length of service to the District. Other factors being equal, preference shall be given to unit members who previously have not been on sabbatical leave.
- 9.9. A unit member granted a sabbatical leave shall receive compensation, which shall be the difference between the salary the unit member would

have received had he/she remained in active service and the salary of a substitute or replacement employee in the position, which the unit member held prior to the granting of the leave.

- 9.10. The unit member, while on sabbatical leave, may, at his/her expense, participate in the District employee benefit package. The unit member may participate in the State Teachers' Retirement System to the extent of the unit member's salary received while on leave; the District shall pay its appropriate contribution. The unit member shall be given full experience credit for purposes of salary schedule placement for leaves approved under this section.
- 9.11. Sick leave and vacation credit shall not be accrued by the unit member while on sabbatical leave.
- 9.12. At the expiration of the sabbatical leave, the unit member shall, unless agreed otherwise, be reinstated in the position held at the time of the granting of the said leave of absence to the extent feasible with due regard to the interest of the District and pupils.
- 9.13. In accepting the sabbatical leave, the recipient shall agree to return to active duty in the District for twice the amount of time spent upon the approved sabbatical leave unless rendered physically or mentally unable to do so.
- 9.14. Within forty-five (45) days after unit member's return to active duty, he/she shall file a written report of the sabbatical leave with the Superintendent. This report shall provide evidence that the intended sabbatical leave plan was fulfilled.
- 9.15. Should it be determined by the Board that the intent of the sabbatical leave time was not fulfilled, or was only partially fulfilled, the Board may take action to recover any or all monies previously paid to the unit member during the sabbatical leave period.
- 9.16. A written statement shall be furnished to the District by the unit member agreeing to return to the services of the District and to render the agreed upon period of service following return from the leave or, upon default, agree to return to the District the compensation paid for the leave of absence. The District may require a bond for sabbatical leave.
- 9.17. In the event a unit member, at the conclusion of a sabbatical leave, requests an additional leave of absence, such request shall be accompanied by an endorsement on the bond by the bonding carrier that the carrier shall be bound to the District for the extended period of the leave.

10. **Educational Leaves** Tenured unit members may apply for an educational leave for the purposes of travel and study under the provisions of this policy.

- 10.1. An educational leave is a leave of absence for a short period of time of less than one calendar month (a maximum of 20 days) which will be granted to tenured unit members with five (5) or more consecutive years of service in the Temple City Unified School District for the purpose of providing an opportunity for improved service to the District.
- 10.2. Such an opportunity is defined as a service organization's or non-profit foundation's award of a trip or tour whose purpose is to allow the teacher to acquire additional skills or resources relevant to the teacher's grade level or specific subject area assignments. (An example is a Rotary-sponsored trip to study the educational system of another country, and that trip has direct relevance to the teacher's grade level course of study or to the ethnic makeup of the classroom community.)
- 10.3. A unit member who previously has received an educational leave shall not be eligible to apply for a second educational leave until he/she has completed an additional five (5) years of service to the District.
- 10.4. An educational leave is not one, which is granted as a reward for work already performed but rather affords an opportunity for such unit members to prepare for improved service in the District.
- 10.5. Said leave shall be related to the unit member's assignment in the District or designed to improve the unit member's professional effectiveness in the District.
- 10.6. No more than 2% of the unit members of the District may be granted educational leave at any given time.
- 10.7. Any unit member eligible for an educational leave shall submit an application and the intended leave plan to the Superintendent at least sixty (60) days prior to the beginning of the trip/tour for which the leave is desired.
- 10.8. Selection of recipients for a leave under this policy shall be based upon the value of the leave to the District as a whole, the soundness of the leave proposal, and the unit member's length of service to the District. Other factors being equal, preference shall be given to unit members who have previously not been on educational leave.
- 10.9. A unit member granted an educational leave shall receive compensation, which shall be the difference between the salary the unit member would have received had he/she remained in active service and the salary of a substitute or replacement employee in the position, which the unit member held prior to the granting of the leave, i.e., differential pay.
- 10.10. The unit member, while on educational leave, will continue to participate in the District employee benefit package. The unit member will participate in the State Teacher's Retirement System as if he/she were present within the District and performing normal duties. The unit member shall be given full experience credit under

this section. Sick leave shall be accrued by the unit member while on educational leave. The unit member may use Personal Business Days as part of this leave.

- 10.11. At the expiration of the educational leave, the unit Member shall, unless mutually agreed otherwise, be reinstated in the position held at the time of the granting of the said leave.
- 10.12. In accepting the educational leave, the recipient shall agree to return to active duty in the District for twice the amount of time spent upon the approved educational leave unless physically or mentally unable to do so.
- 10.13. Within forty-five (45) days after the unit member's return to active duty, he/she shall file a report of the educational leave with the Superintendent. This report shall provide evidence that the intended educational leave plan was fulfilled.
- 10.14. Should it be determined by the Board that the intent was not fulfilled, or was only partially fulfilled, the Board may take action to recover any or all monies and credit for retirement and sick leave previously paid or provided to the unit member during the educational leave period.
- 10.15. A written statement shall be furnished to the District by the unit member agreeing to return to the services of the District and to render the agreed upon period of service following return from the leave or, upon default, agree to return to the District the compensation paid for the educational leave of absence.

11. Leaves Without Pay Unit members may request a leave without pay beyond the 12-week Family Medical Leave for academic study, personal reasons, or health rehabilitation not to exceed one year.

- 11.1. The request shall be made in writing, one copy submitted to the Association and one copy submitted to the unit member's immediate supervisor, who shall forward it to the superintendent or designee with his/her recommendation.
- 11.2. The request shall specify the date of commencement of the leave, the duration of the leave, and the reason for the request.
- 11.3. The superintendent or designee shall forward the request along with his/her recommendation, for approval or disapproval in the School Board Meeting agenda, for action by the Board.
- 11.4. The request should be made at least fifteen (15) working days prior to the Board Meeting.

- 11.5. Requests for leaves of short notice, which could not meet the above fifteen- day limit, may be granted or denied by the superintendent or designee.
- 11.6. The District shall, upon receipt of written request by the unit member, grant up to one (1) year leave without pay for:
 - 11.6.1. Service in the Armed Forces in fulfillment of obligations incurred under Federal and State laws.
 - 11.6.2. Child bearing and/or child rearing for natural or adopted child.
 - 11.6.3. Election to the California State Legislature.
- 11.7. Step advancement on the salary schedule shall accrue if the unit member worked a minimum of 75% of the school year, or if the unit member is considered to be in a paid status as in the case of medical disability, military leave, and sabbatical leaves of absence.
- 11.8. The position left by the member on leave will be considered a temporary position and may be filled by either a permanent or temporary staff member.
- 11.9. At the conclusion of the leave, only a tenured teacher in a permanent position will be granted the same position that was held by that teacher at the time of leave. If the position no longer exists, transfer and reassignment language will apply (Article VI).
- 11.10. A unit member on leave without pay may, with the approval of the carrier, participate in the employee group benefits provided the member pays the full cost.