

ARTICLE 12
LEAVES OF ABSENCE

Eligibility and Conditions of Leaves

Bargaining unit members are eligible for the leaves of absence specified in the Education Code and this Agreement.

All applications for anticipated leaves must be on file in the Certificated Personnel Office at least sixty (60) days prior to the effective date of the leave unless otherwise provided in the policy.

A leave of absence will normally be granted for only one school year at a time. Granting of a second year leave of absence is at the discretion of the Board of Education.

A bargaining unit member requesting a leave shall be bound by all of the terms and conditions stated at the time of authorization of the leaves by the governing board.

A. Personal Illness and Injury Leave

Bargaining unit members absent due to illness, injury, or quarantine imposed by health authorities shall have no salary deduction if such absence is covered by days accumulated for sick leave. Essential treatments, examinations for diagnostic purposes, and other absences definitely related to health may be allowed as sick leave when such treatments or examinations must be made during school time.

Sick leave is granted to all bargaining unit members for a period of ten days per year, effective with the first day of school. If a bargaining unit member becomes an employee of the district after the first day of the school year, their sick leave will be prorated based on the percentage of the school year they work. Unused sick leave is accumulated without limitation.

Bargaining unit members absent for illness shall receive full pay for each day of accumulated sick leave. When the bargaining unit member is absent for illness beyond the number of days accumulated for sick leave, bargaining unit members shall receive extended sick leave.

Extended sick leave shall be paid at 50% of the bargaining unit member's regular rate of pay. Extended benefits shall be limited to 100 work days in a fiscal year.

If a bargaining unit member has not exhausted the 100 days of extended sick leave for a continuous illness of a serious nature, the bargaining unit member may, with proper medical verification, request that the balance of the 100 days be extended into the next year. This extension does not entitle the bargaining unit member to a new bank of fully paid sick leave nor to a new 100 days until the bargaining unit member returns to work (Education Code 44978.1).

Bargaining unit member may not return to work at the termination for the extended leave until his/her doctor certifies that the bargaining unit member has recovered from the illness and may return to his/her regular and customary duties.

A signed statement by the bargaining unit member stating illness as reason for absence shall be satisfactory proof of absences of three days or less. A statement of a licensed physician may be required for proof of illness absence of more than three days. The Board of Education may extend sick time when, in its judgment, circumstances warrant such extension. Sick leave shall be granted in accordance with provisions of the Education Code, Section 44978.

B. Personal Necessity Leave Deducted From Sick Leave

Accumulated sick leave days as delineated in paragraph A may be used at the election of the bargaining unit member for reasons of Personal Necessity.

1. Death of a member of his/her immediate family (mother, father, grandmother or grandfather of the bargaining unit member, or of the spouse of the bargaining unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, grandchildren, brother or sister of the bargaining unit member, or any relative living in the immediate household of the employee.)
2. Accident involving his/her person or property, or the personal property of a member of his/her immediate family.
3. Appearance in court as a litigant; or a witness under official order.
4. In recognition of certain religious holidays of major significance, upon application to and with the approval of the Certificated Personnel Office Administrator.
5. Leave may be granted for weddings and graduations that occur within the immediate family.
6. Attendance at the funeral of someone other than the immediate family.
7. Absences up to two (2) days per school year of a personal necessity nature or business (cannot be used for outside employment)
8. Absences beyond two (2) days of a personal necessity nature or business (cannot be used for outside employment or vacation)

REQUIRING APPROVAL BY PRINCIPAL AND USE OF SUBSTITUTE EMPLOYEE MANAGEMENT SYSTEM (SEMS):

9. Other reasonable absences not listed above

Use of sick leave for the above purposes is limited to nine (9) days in any one school year. There is no limit on sick days available for 81 and 82 (Education Code 44981). However, verification may be required after nine (9) days.

Prior notice must be given to the Certificated Personnel Office Administrator for 83, 84, 85, 86, 87, and as soon as reasonably possible for 81 and 82.

C. BEREAVEMENT LEAVE

Any regular bargaining unit member shall be granted a leave of absence not to exceed five (5) working days on full pay for each instance when such absence is occasioned by reasons of death in the immediate family of such bargaining unit member. If the travel necessitated by the death is beyond 400 miles one way, six (6) working days may be granted.

The immediate family is defined as mother, father, grandmother, grandfather, or a grandchild of the bargaining unit member or the spouse of the bargaining unit member and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the bargaining unit member, or any relative living in the immediate household of the bargaining unit member.

Reference: Education Code Section 44985

D. RESPONSE TO A SUBPOENA

1. COURT APPEARANCE

When a bargaining unit member is absent because of a mandatory court appearance except as a litigant, said bargaining unit member shall suffer no monetary loss by reason of said service. Fees (exclusive of mileage) paid by the court or party requiring an employee's appearance shall be paid by the bargaining unit member to the school district unless the fees are greater than the salary of the bargaining unit member, in which case the bargaining unit member may retain the fees and be listed as absent due to personal business (without salary). A copy of the subpoena and a certificate of the clerk of the court must be filed with the absence report.

2. Absence from service for a subpoena other than a subpoena for court appearance will be charged to sick leave or the individual will pay for a substitute for that day.

E. EXTENDED YEAR SICK LEAVE

Bargaining unit members teaching in the extended year program shall be granted one hour of sick leave for each twenty hours worked. Sick leave earned during the summer session may be accumulated from year to year. It may not be used to offset absence in any other category, i.e., Adult Education, individual instruction, regular school year.

Sick leave earned in the Ventura Unified School District during the regular school year will not be applicable to any other category.

F. HEALTH LEAVE

Any bargaining unit member who is a permanent employee of the District may, at the discretion of the Board of Education, be granted a leave of absence without pay for reasons of health; such leave to be specified for a period of not less than one semester or more than one year. Such leave may be extended in case of serious health conditions. Provision for notice of intention to return will be the same as in regulations governing leaves for educational improvement except that such notices will include a written statement from the attending physician certifying the bargaining unit member's ability to return to full-time service.

G. EXCHANGE LEAVE

Permanent bargaining unit members who have opportunities to participate in foreign service or as domestic exchange teachers, or fellows, should be given favorable consideration by the administration and the Board of Education for a leave of absence of not less than one semester or more than one year. Extension of this leave may be granted at the discretion of the Board of Education.

H. LEAVE FOR PREGNANCY DISABILITY

1. Bargaining unit members are entitled to use sick leave as set forth in [A] for disabilities caused and/or contributed to/by pregnancy, miscarriage, childbirth, and recovery therefrom in the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child-rearing, or preparation for childbearing.

The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the bargaining unit member and the bargaining unit member's physician; however, the District management may require a verification of the extent of disability through a physical examination of the employee by the employee's health care provider. If there are additional verification costs, they will be borne by the District.

2. Bargaining unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in [A] has been exhausted. The date on which the bargaining unit member shall resume duties shall be determined by the bargaining unit member on leave and the bargaining unit member's physician; however, the District management may require a verification from the employee's health care provider. If there are additional verification costs, they will be borne by the District.
3. The bargaining unit member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

I. Parental Leave

1. Bargaining unit members are entitled to Parental Leave for the birth of the employee's child or placement of a child with the employee for adoption or foster care (baby bonding), for up to 12 school weeks.
2. The twelve (12) week Parental Leave shall commence at the conclusion of the Leave for Pregnancy Disability for birthing bargaining unit members.
3. The twelve (12) week Parental Leave shall be a paid leave deducted from the bargaining unit member's accumulated sick leave; If a bargaining unit member exhausts his/her accumulated sick leave prior to the expiration of the twelve (12) week-Parental Leave, and continues to be absent from his or her duties on account of Parental Leave, the unit members shall receive 50% of their regular salary. The District shall be provided with at least thirty (30) days prior notice of intent to take Parental Leave, or as soon as practical.
4. A bargaining unit member shall not be provided more than one twelve (12) week period of Parental Leave per Pregnancy Disability or adoption, Parental, or foster care leave. However, if a school year terminates before the twelve (12) week period is exhausted, the employee may take the balance of the twelve (12) week period in the subsequent school year.

J. LEAVE WITHOUT PAY FOR CHILDBEARING PREPARATION AND CHILD-REARING

1. Leave without pay or other benefits will be granted to a bargaining unit member for preparation for childbearing and for child-rearing at the bargaining unit member's election.
2. The bargaining unit member shall request such leave as soon as it is practicable. A minimum of five (5) days written advance notice is required. If possible, the District would appreciate a 30-day advance notice. The notice shall include a statement as to the dates the employee wishes to begin and end the leave without pay.
3. The duration of such leave shall consist of no more than twelve (12) consecutive months. An extension of leave may be granted not to exceed an additional twelve (12) months. The District shall determine the return date based on the Bargaining Unit Member's request and the staffing needs of the District. The interest/request of the Bargaining Unit Member shall be considered/balanced by the district staffing and program needs consideration/costs and program quality needs, as the district determines the return date. This policy shall not be applied in an arbitrary, capricious, or discriminatory manner.
4. The bargaining unit member is not entitled to the use of any accrued sick leave or other paid leave while such employee is on childbearing preparation leave or leave for child-rearing.
5. There shall not be diminution of employment status for childbearing or child-rearing except that no person shall be entitled to compensation, increment, or the accrual of seniority for purposes of layoff or reduction in force, nor shall the time taken on child-rearing leave count toward credit for probationary teachers in earning tenure status.
6. In the event of a miscarriage or the death of the child subsequent to childbirth, the bargaining unit member on leave may request an immediate assignment to a unit position. If there is a vacancy for which a bargaining unit member is qualified, the District will assign that bargaining unit member to a position as soon as practicable.
7. The district agrees to comply with the applicable provisions of the Family and Medical Leave Act (Federal) and Family Care Leave Act (State of California).

K. PROFESSIONAL LEAVE

ELIGIBILITY AND CONDITIONS OF LEAVE

Only a regular permanent employee may be granted a Professional Leave of Absence. The Board of Education, upon the recommendation of the Superintendent, may grant any permanent certificated employee of the District leave of absence, without salary, for purposes which are considered by the Board to benefit the schools and pupils of the District. Such leave may be granted for but not limited to:

1. OPPORTUNITY LEAVE

An opportunity leave is a leave to permit a bargaining unit member to accept certain honors or employment which will result in the bargaining unit member's rendering more effective service to the school district upon his/her return. Such leave may include but not be limited to teaching or related service in the field of education.

2. FEDERAL GRANT LEAVE

A federal grant leave is a leave to permit a bargaining unit member to accept an opportunity to teach, lecture, or do research under a nationally recognized fellowship or foundation approved by the California State Board of Education. Such service should result in the employee's rendering more effective service to the school district upon his return.

3. STUDY LEAVE

A study leave may be granted for one year to enable an employee to pursue a minimum program for study of twelve (12) semester units, or eighteen quarter units, in a recognized institution of higher learning. Such courses shall be at the upper division or graduate level. Correspondence courses are not acceptable for leave purposes. If leaves are requested for less than one school year, a similar ratio between the stated unit requirements and time will be maintained.

4. TRAVEL LEAVE

A travel leave is granted to a bargaining unit member to travel outside of a 250-mile radius from the Ventura Unified School District's administrative offices for educational purposes for a minimum of 60 percent of the time for which the leave is granted.

A Professional Leave of Absence will normally be granted for a maximum of one school year. Granting of a second year leave of absence is at the discretion of the Governing Board of Education.

All applications for Professional Leave of Absence should be on file in the Certificated Human Resources Department at least 60 days prior to the effective date of leave (except Study and Travel Leave).

A seven (7) member Board of Review shall evaluate all applications for Professional Leave and make recommendation to the Superintendent. The following shall constitute the membership of the Board of Review:

Three teachers shall be selected by the officially recognized teacher organization.

Three administrators selected by the Superintendent or his designee.

The Certificated Human Resources Department Administrator shall act as chair of the committee.

It is recommended that elementary, middle school, and senior high levels be represented by both bargaining unit members and administrators on the Board of Review. A quorum is necessary for the transaction of business.

A file which includes a record of all requests shall be maintained by the Certificated Human Resources Department. The file shall contain reasons for granting or denying each request.

Under the conditions of accepting a Professional Leave of Absence: NO VERTICAL MOVEMENT ON THE SALARY SCHEDULE IS TO BE ACHIEVED. MOVEMENT BETWEEN COLUMNS MAY RESULT FROM THE COURSE WORK TAKEN AND/OR DEGREES BY REASON OF THE LEAVE OF ABSENCE.

I. VOLUNTARY ABSENCE

Requests to be excused from duty should be submitted to the Certificated Human Resources Department at least two (2) weeks in advance to allow time for Board consideration of the request and determination as to whether deductions should be made from the bargaining unit member's salary. The following regulations will prevail in cases they cover:

1. Leave may be granted without loss of pay at the discretion of the Board and on recommendation by the Certificated Human Resources Department for attendance at distinctly professional meetings of educational groups at which the Superintendent and the Board feel the District should be represented. Travel expenses may be allowed for this purpose within the limits of the budget provision and payment policy.
2. Leaves of absence to attend meetings or conventions of educational associations or societies, or to serve on committees or commissions of such organizations when the activities or purposes of the organization serve to advance the welfare of the schools through the upgrading and strengthening of the teaching profession may be granted upon request of the employee and recommendation of the Certificated Human Resources Department Administrator, without loss of pay to the employee and with or without travel expense to the District.
3. Leaves may be granted for attendance at conventions or meetings of organizations composed of people engaged in education, but interested primarily in improving the working conditions of school employees upon request of the bargaining unit member and recommendations to the Certificated Human Resources Department Administrator. Deductions from the bargaining unit member's salary will be limited to the amount required to pay a substitute.
4. Upon request of the bargaining unit member and recommendation of the Certificated Human Resources Department Administrator, leaves of absence may be granted to bargaining unit members who wish to attend conventions of civic or fraternal groups not connected with education in which they hold membership. The bargaining unit member's salary shall be deducted the full amount for days absent for such leave.
5. Other requests for necessary or voluntary leave for reasons not specified in these regulations will be considered by the Certificated Human Resources Department Administrator from the standpoint of value to the District, urgency of the request, and the employment record of the person making the request.

M. MILITARY LEAVE

Every bargaining unit member employed by the Ventura Unified School District in a position requiring certification qualifications who enters the active military services of the United States of America or the State of California shall be entitled to absent himself/herself from his/her duties as an employee of the District.

Such absence shall not affect in any way the classification of such bargaining unit member. In the case of a probationary employee, the period of such absence shall not count as a part of the service required as a condition precedent to the classification of such a bargaining unit member as a permanent employee of the District, but such absence shall not be construed as a break in the continuity of the service of such bargaining unit member for any purpose.

Within six (6) months after such bargaining unit member honorably leaves such service or has been placed on inactive duty, he/she shall be entitled to return to the position held by him/her at the time of his/her entrance into such service at a salary to which he/she would have been entitled had he/she not absented himself/herself from the service of the District.

N. INDUSTRIAL ACCIDENT LEAVE

Education Code, Section 44984, permits a separate leave of absence due to injury or illness directly attributable to one's employment. There is in effect by the above code section a sixty-day (60) industrial accident and illness leave.

The leave is non-accumulative.

Such leave shall commence on the first day of absence.

The bargaining unit member shall be paid in full during the period of the leave.

Such leave shall be reduced by one day for each day of authorized absence.

When such leave overlaps into the next fiscal year, the bargaining unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

When this leave is exhausted, the bargaining unit member shall be entitled to pull from his/her regular accumulated sick leave, and the District shall pay him/her an amount which will not exceed his/her full salary.

O. EMERGENCY LEAVES DUE TO NATURAL DISASTERS

In the event that school is canceled by the school administration because of flooding or other natural disasters, or in the event a bargaining unit member is unable to reach a school because of conditions resulting from a natural disaster such as flooding, slides, washouts, loss of bridges, and/or similar causes, the Board of Education shall grant emergency leaves of absence to the bargaining unit members affected. This leave shall be granted without loss of pay and shall not be charged against the bargaining unit member's sick leave.

P. PERSONAL LEAVE (SHORT TERM)

Leave sought for personal business, personal convenience or pleasure of the bargaining unit member, may be granted on the recommendation of the building principal or immediate supervisor, with the approval of the Superintendent or his designee. No leave granted under this section shall be less than one-half day. All leaves granted under this section shall be with full salary deduction.

Q. PERSONAL LEAVE (LONG TERM)

We agree that 100% assignments, in the majority of circumstances, are in the best interest of VUEA bargaining unit members, classroom students, and school sites. The intent of this language is to insure that priority in hiring and school staffing is given to 100% employees. A personal leave may be granted by the District for either one semester or one school year upon request of a bargaining unit member based on the individual program needs and circumstances of school sites. An extension of a year may be granted by the District upon request of a bargaining unit member. Such leaves are granted to bargaining unit members who are now permanent employees and shall be granted without pay. Time spent on such leave shall not count as time served in the District and no vertical movement on the salary schedule shall occur. Assignment of the bargaining unit member on return to the staff is at the discretion of the District.

A long-term leave will not be granted for the purposes of obtaining or accepting employment outside of the Ventura Unified School District with any other employer.

R. STUDY AND TRAVEL LEAVE

1. The following rules governing Study and Travel Leave of absence in the schools comprising the Ventura Unified School District are hereby established. Leave shall be in accordance with the provisions of Section 44962, 44966, 44969, and 44973 of the Education Code; the provisions of the Education Code shall prevail.

2. Purpose of Study and Travel Leave Shall be as Follows:

- a. The primary purpose of the Study and Travel Leave is to improve the effectiveness of the bargaining unit member in his/her instructional performance.
- b. The needs of students and the District shall be held paramount in the selection of applications for leave.

3. Eligibility for Study and Travel Leave:

Bargaining unit members who have satisfactorily completed seven (7) full years of serve in the District shall be eligible for Study and Travel Leave.

4. Application for Study and Travel Leave:

Application for this leave shall be made to the Board of Education through the Certificated Human resources Office, on a form provided. The form shall be prescribed by the Superintendent or his designee and shall present evidence of satisfactory service; reasons for desiring leave; length of service; comments and approval by the school principal and department head (as appropriate).

a. The granting of such leave shall be governed by:

1. The relative merits of all requests to the purposes of Study and Travel Leaves as set forth in this document.
2. The current needs of the education program of the District.
3. The relevancy of the request to the field of service of the applicant.
4. Priority shall be given the date of filing, all other things being equal.

b. Bargaining unit members eligible for this leave shall make application by:

1. February 1st of the year preceding the leave if the leave is to begin the first semester of the ensuing year.
2. May 1st of the year preceding the leave if the leave is to begin the second semester of the ensuing year.

The final dates of confirmation by the applicant and official action by the Board of Education shall be four months prior to the beginning of the semester in which the leave is to start, or the date on which a replacement is employed, if earlier.

The number of bargaining unit members on Study and Travel Leave during the school year shall not exceed 2.5% of the certificated employees of the District during that school year. Semester Study and Travel Leaves shall count as half-year leaves available. Study and Travel Leaves shall be granted for not less than a semester or more than one year.

5. Study and Travel Leave Requirements:

At least ten (10) semester units or 15-quarter units of any Study and Travel Leave year shall be college study and/or equivalent in independent study under the following conditions:

- a. On return, the bargaining unit member shall submit a statement verifying collegiate study undertaken.
- b. The eligible unit employee *may* apply to the District Leave Committee and the Board of Education for a waiver of the advanced study requirements.
- c. The Board of Education *may* invite applicants to undertake specific studies and/or projects of importance to the District while on Study and Travel Leave
- d. Study and Travel Leave for one semester will be granted for purposes of advanced study, independent study, travel or work experience upon the approval of the Board of Education.
 1. If a semester is used exclusively for travel, a subsequent semester leave if granted, must be spent in some area other than travel.
 2. If only one semester is taken, the other must be taken within three years or the employee becomes ineligible except by renewed application.

6. Rate of Compensation

Any bargaining unit member on Study and Travel Leave shall receive compensation in accordance with Education Code Section 44968 in the amount of "the difference between the salary of the employee on leave and the salary of a full-time bargaining unit member at Class 2, Step 1 of the Certificated Salary Schedule."

- a. Regular remunerative employment shall not be combined with this leave unless approved in advance by the District Leave Committee and approved by the Board of Education.
- b. Scholarships, fellowships and assistantships may be combined with this leave.
- c. Study and Travel leave application for practical experience in business and/or industry will be considered by the District Leave Committee and approved by the Board of Education.
- d. Study and Travel Leave shall count toward retirement, and the retirement and annuity contributions shall be collected.
- e. Absence on Study and Travel Leave shall count as a regular period of service and shall not interrupt the bargaining unit member's progress on the salary schedule.
 - a. Paid in two (2) equal annual installments during the first two years **following** the return from leave.
 - b. First installment paid at the end of the first semester after the return from leave (provided they complete 75 days of paid service during the first semester of their return -illness is considered a paid service day).
 - c. Second installment paid at the end of the third semester after the return from leave (provided they complete 75 days of paid service during the third semester after their initial return-illness is considered a paid service day).
- d. In the event that the employee has not completed the 75 days as required in No. b and c above – then the installment will be paid at the end of the semester upon which the employee does complete the 75 days of service (i.e. 75th day is completed in second semester- then the first installment will not be until end of the second semester).
- a. Employee is paid monthly while on leave in the same manner as if the employee were teaching in the district.
 1. Employee must provide a bond indemnifying the district against loss in the event the employee fails to render at least two years of service upon their return from leave – bond must remain in effect while the employee is on the leave and during the two years from when the employee returns from the leave.
 2. Bond will be exonerated if employee does not return and render two years of service in the event failure to return or complete the two years is caused by death or physical or mental disability of the employee.

7. REINSTATEMENT AFTER LEAVE OF ABSENCE

At the return from a Study or Travel Leave, the bargaining unit member who has been granted such leave shall be reinstated, unless he/she agrees otherwise, in the position held at the time the leave was granted, provided that conditions have not arisen which would have changed such bargaining unit member's location and type of work had he/she remained in active service. In the event of changed conditions, the bargaining unit member returning from leave shall be reinstated and be assigned work appropriate to his/her field of training, with the appropriate salary status, including any increments allowed.

Each bargaining unit member who has been on a Study or Travel Leave shall file with the Superintendent a written report of the bargaining unit member's appraisal of the professional value of the experience gained while on leave.

Within limits, the District shall be entitled to draw upon the experience of those returning from Study and Travel Leave in the interest of students and staff.

8. A seven (7) member District Leave Committee shall evaluate all applications for Study and Travel Leave and make recommendation to the Superintendent. The following shall constitute the membership of the District Leave Committee:
 - a. Three teachers selected by the officially recognized teacher organization. It is suggested that all levels be represented.
 - b. Three administrators selected by the Superintendent or designee.
 - c. Certificated Human Resources Office Administrator, Chairperson of the District Leave Committee.
9. Final Approval of Study and Travel Leave

Final approval for Study and Travel Leave will be at the discretion of the Board of Education.

S. LEAVES FOR ELECTED GOVERNMENT POSITIONS

Permanent bargaining unit members who are elected or appointed to a full-time governmental office shall receive a leave of absence for the length of up to one term of office.

A bargaining unit member utilizing this leave shall notify the Certificated Human Resources Department Administrator within five (5) days after the official vote count following an election of his/her intent to return to the staff. If not a candidate for reelection, notification of intent to return to the staff should be received two months prior to the expiration of the term of office. The Certificated Personnel Office Administrator will make an effort to return the bargaining unit member to a position as quickly as possible. In a case where a position is not readily available, placement will be made by the beginning of the next school year. Assignment of the bargaining unit member shall be at the discretion of the District.

Leave will be without compensation. Upon return to the staff, the bargaining unit member will be placed on the salary schedule at the step and column to which he/she would have been entitled at the time the leave was taken.