

ARTICLE VI LEAVES

Section 1.

STATUTORY LEAVES

Regularly assigned employees are eligible for the following leaves in accordance with the Education Code. Where there is no pay while on leave the employee may continue with the group health and dental plans by paying the premium himself/herself. Substitute teachers do not qualify for these leaves, except as noted in Section 11. Temporary teachers qualify for all but child care leave.

Statutory Leaves With Pay

- Sick Leave
- Bereavement Leave
- Personal Necessity Leave
- Industrial Accident or Illness Leave
- Court Appearance Leave
- Jury Duty Leave
- Short-Term Military Leave
- Quarantine or Epidemic Leave

Statutory Leaves Without Pay

- Long-Term Military Leave (31 or more days)
- Child Care

The employee shall disclose the need for such leave to his/her principal as soon as feasible in advance of taking any leave listed in "Statutory Leaves with Pay" unless an emergency makes such advance notice impossible. He/She shall be required to indicate on a leave form the type of leave being taken. The Superintendent of Schools may specify and require written verification that any paid leave was used for the stated purpose.

Any misrepresentation of reasons for leave shall authorize the District to recover, by reasonable payroll deductions, any pay for such leave. Personal Necessity Leave is subject to several regulations stated in Section 3 of this article and on the application form.

Section 2.

PERMISSIVE LEAVES

The District shall have the sole discretion in allowing leaves not specifically authorized by the Education Code. To the extent practical, the District will endeavor to maintain the following permissive leaves. Such leaves shall be without pay and benefits, except as

specified in this article. When benefits are not provided by the District, the employee may pay for health and dental insurance at the group rate.

Permissive Leaves

- Child Care Leave
- Personal Opportunity/Health Leave
- Sabbatical Leave

Section 3.

DESCRIPTIONS AND CONDITIONS OF LEAVES

STATUTORY LEAVES WITH PAY

Sick Leave

Full-Time Employees -- Certificated employees shall be entitled to ten (10) days leave of absence for illness or injury for one (1) school year of service. Up to 6 of these days may be used for the illness of a parent, child or spouse. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served that day. If such employee does not take the full amount of leave allowed in any school year under this section, the amount not taken shall be accumulated from year to year.

When a unit member retires, service credit in the retirement program of the State shall be increased as provided in the Education Code, to the extent that 180 days of accumulated sick leave is equivalent to a year of service.

Any employee shall have the right to utilize sick leave provided for in this section for absences necessitated by pregnancy, miscarriage, childbirth, and recovery there from.

The employee shall receive a report of all sick leave days to which he is entitled as of October 1 of each year. Each individual report of absence shall be in triplicate with one copy for the employee.

The time for computing sick leave shall be from July 1 to June 30, both inclusive of each school year. The year for computing sick leave shall be all regular school days to cover certificated employees only when they are in service with the Board of Education. The Business Office shall keep an accurate record of the absence of all employees in the office of the District. No employee shall be allowed to make up in succeeding years absences accumulated in a preceding year.

A certificated employee who has worked one or more years in another school district and is employed in a probationary position may request the transfer of accumulated sick leave from the district of previous employment in accordance with the provisions of Education Code section 44979.

After an employee has used his current and accumulated sick leave, he/she shall be paid one-half salary for an additional period not to exceed five (5) school or calendar months, unless he/she requests such payments to be terminated. Thereafter, for an additional

period, not to exceed one and one-half school or calendar months, he/she shall be paid one-third salary.

This provision shall not be effective in any case in which the Board of Education shall determine that the injured employee has an adequate legal remedy against any third party on account of such injury.

Written verification of illness by a personal or school physician may be requested by the District if deemed necessary by the Superintendent or Designee of the District. Verification shall be required for absences of ten (10) or more working days in cases related to childbirth.

Part-Time Employees - Certificated employees with regular fractional time assignment shall receive sick leave benefits on a basis proportionate to their assignments.

Temporary teachers employed under a specific contract may earn and accumulate sick leave in the same manner as a regular employee. Sick leave so accumulated may only be used during the period of the contract or at a later time, but only under a contract assignment.

Bereavement Leave

Every employee is entitled to a leave of absence, not to exceed three (3) days or five (5) days if out-of-state travel is required, on account of the death of any member of his/her immediate family. Upon approval of the Superintendent of Schools up to five (5) total days may be granted in extenuating circumstances. No deduction shall be made from the salary for such employee, nor shall such leave be deducted from leave granted in other sections of this article. A member of the immediate family is defined as husband, wife, mother, father, sister, brother, son, son-in-law, daughter, daughter-in-law, grandchild, step-parent, step-son, step-daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, and/or any relative of either spouse living in the immediate household of the employee or domestic partner.

Personal Necessity Leave

A certificated employee may request to use up to seven (7) days per school year, non-cumulative of accumulated sick leave for emergency personal business as defined by Education Code 44981. This is to be done by using the district form. The days allowed shall be deducted from and may not exceed the number of full-pay days of illness or injury leave to which the employee is entitled. In general, with prior notification, no reason is required. A reason is necessary if leave is requested before or after a holiday and for all emergency leaves without prior notification.

The Personal Necessity Leave shall not be granted during an approved leave or for the following reasons:

1. Vacation or the extension of vacation.
2. Conference attendance or business trip for either the employee or the employee's spouse.

3. Professional association meetings.
4. Any business which can be conducted outside of school hours or on Saturday or Sunday.

Industrial Accident or Illness Leave

Pursuant to the provisions of the Education Code, a certificated employee shall be provided leave of absence for industrial accident or illness under the following rules and regulations:

1. The accident or illness must have arisen out of and in the course of the employment of the employee and must be accepted as a bona fide injury or illness arising out of and in the course of employment.
2. Allowable leave shall be sixty (60) working days in any one (1) fiscal year for the same accident or illness.
3. Allowable leave shall not be accumulated from year to year.
4. The leave under these rules and regulations shall commence on the first day of absence.
5. When a person is absent from his/her duties on account of industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which absence occurs, and when added to his temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him of not more than his full salary.
6. Industrial Accident or Illness Leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
7. When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him for the same illness or injury.
8. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.
9. The benefits provided by these rules and regulations shall be applicable to all regular contract employees immediately upon becoming an employee of the District.
10. Any employee receiving benefits as a result of these rules and regulations shall, during the period of injury or illness, remain within the State of California unless the District authorizes travel outside the State.

11. Substitute teachers who have accumulated sick leave from regular contract assignments may use sick leave if necessary when on assignments of 11 or more school days for the same absent teacher.

Upon termination of the Industrial Accident or Illness Leave, the employee shall be entitled to the benefits provided in the Education Code. The employee's absence shall be deemed to have commenced on the date of termination of Industrial Accident or Illness Leave, provided that, if the employee continues to receive temporary disability indemnity, he may elect to take as much of his accumulated sick leave which, when added to his temporary disability/indemnity, will result in a payment to him of not more than his full salary.

Court Appearance Leave

Whenever it appears to the District that the absence of a regular certificated employee is due to necessary appearance in court in response to a subpoena duly served, no deduction shall be made from any employee's salary on account of such absence; provided that the school district is an interested party; and that a copy of said subpoena is filed with the superintendent of schools. If the case is continued, a certificate of the clerk of the court is to be filed stating that such employee's presence at court on a later date is required by the court. If the school district is not an interested party, up to two days per school year shall be allowed for court appearances.

Jury Duty Leave

Any certificated employee regularly called for jury duty in the manner provided for by law shall be granted up to a maximum of five (5) days leave with pay up to the amount of the difference between the employee's regular earnings and any amount he/she receives as juror's fees other than mileage reimbursement.

Short-Term Military Leave

Subject to the provisions of the Education Code and the Military and Veterans Code, all certificated employees drafted or volunteering for service in the armed forces of the Federal Government may be granted a leave of absence without pay for the period of their service in such forces, subject to an application for reinstatement to a position within sixty (60) days after receiving an honorable discharge from the service. They shall be reinstated in their same position or a position of similar status at the beginning of the next school year and shall be entitled to such salary increases upon return to service in the District as they would have received had they been continuously in the employ of the District, subject to all other Board policies in effect.

Employees of the Beverly Hills Unified School District in the Military Reserve should seek active training duty assignments, wherein it is possible, during the periods of vacation, and the District may contact the Commanding Officer or Commandant of the military activity issuing orders for duty, other than periods of vacations, to determine if the training could not be rescheduled for a time when classes are not in session.

Requests for leave of absence for service with the Armed Forces shall include a copy of the military orders issued for active duty. This provision shall apply for long-term active duty and for short-time reserve active duty if the duty assignment requires absence from the working assignment.

Any public employee who is on temporary military leave of absence and who has been in the service of the public agency from which the leave is taken for a period of not less than one (1) year immediately prior to the day on which the absence begins shall be entitled to receive his salary or compensation as such public employee for the first thirty (30) calendar days of any such absence. Pay for such purposes shall not exceed thirty (30) days in any one (1) fiscal year. For the purposes of this section, in determining the one (1) year of public agency service, all service of said employee in the recognized military service shall be counted as public agency service.

Quarantine or Epidemic Leave

Every regular certificated employee, unavoidably absent from duty because of quarantine by order of any authorized health officer in the State of California, shall be paid for such period of absence as is absolutely required by the exigencies of the case. No employee may return to work without first filing with the District an exclusion and readmission card issued by the appropriate health office. No more than two (2) separate periods of quarantine, aggregating not to exceed ten (10) days shall be allowed to any such employee during any school year. Every regular certificated employee shall be entitled to full pay while his/her school is closed on account of an epidemic.

STATUTORY LEAVES WITHOUT PAY

Long-Term Military Leave

Subject to the provisions of the Education Code and the Military and Veterans Code, all certificated employees drafted or volunteering for service in the armed forces of the Federal Government may be granted a leave of absence without pay for the period of their service in such forces, subject to an application for reinstatement to a position within sixty (60) days after receiving an honorable discharge from the service. They shall be reinstated in their same position or a position of similar status at the beginning of the next school year and shall be entitled to such salary increases upon return to service in the District as they would have received had they been continuously in the employ of the District, subject to all other Board policies in effect.

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Any public employee on temporary military leave of absence who has been in the service of the public agency from which the leave is taken for a period of not less than one (1) year, immediately prior to the day on which the absence begins, shall be entitled to receive his salary or compensation as such public employee for the first thirty (30) calendar days of any such absence. Pay for such purposes shall not exceed thirty (30)

days in any one (1) fiscal year. For the purposes of this section, in determining the one (1) year of public agency service, all service of said employee in the recognized military service shall be counted as public agency service.

Family Medical Leave

Adopted by Board in accordance with Federal and State law.

Child Care Leave

The Board of Education shall grant a leave of absence for maternity, without pay, to any permanent or probationary female certificated employee upon written request for such leave, accompanied by the proper certification of pregnancy by the employee's physician. Child Care Leave may be granted for up to two (2) semesters. Sick leave may be utilized under provisions of "Sick Leave."

The application and certification of pregnancy should be submitted to the Assistant Superintendent, Human Resources at least three (3) months prior to the expected birth date of the child. The Assistant Superintendent, Human Resources should be notified at least thirty (30) days ahead of the unit member's expected return from child care leave.

PERMISSIVE LEAVES WITH PAY

Sabbatical Leave

Sabbatical leave of absence may be granted by the District.

The following policies governing sabbatical leaves are established in accordance with the provisions of section 44966 and 44974 of the Education Code.

Purpose of Sabbatical Leave

The purpose of a sabbatical leave is to provide certificated personnel an opportunity to acquire experiences that will improve their educational service to the pupils of the District. Sabbatical leave may be granted:

- To engage in professional study or research
- For travel, interview and observation.
- For a combination of travel and study.

Extent and Distribution of Sabbatical Leaves

- A total of seven (7) sabbatical leaves of absence may be granted. Not more than five (5) may be granted for one (1) full year; the remainder may be granted for one (1) semester.
- Not more than one (1) sabbatical leave shall be granted an individual in any seven (7) year period.

Sabbatical Leave Requirements

Service -- Any certificated employee who has completed satisfactorily seven (7) full

years of service in the Beverly Hills Unified School District is eligible to apply for a sabbatical leave. A full year of service shall consist of seventy-five (75) per cent of the school year, without absence for illness or any other cause.

Sabbatical Leave Study -- A certificated employee on a one (1) year sabbatical leave for study shall complete at least ten (10) units of upper division or graduate work at an accredited college or university toward a major or minor teaching field currently offered in K-12 in Beverly Hills Unified School District or toward a recognized credential; or five (5) semester units to be completed during a one (1) semester leave. The courses shall be exclusive of correspondence courses.

Up to four (4) units of the above may be obtained for half-time or more employment -- exclusive of substitute teaching -- during a one (1) year sabbatical leave and up to two (2) units during a one-semester leave. One (1) unit will be granted for each twenty-two (22) days of half-time or more employment.

Prior to such leave, the courses shall be approved by the Sabbatical Leave Committee. A special project, research problem or dissertation may be substituted for the unit requirements by prior approval from the Sabbatical Leave Committee.

Transcripts or other evidence of completion of work shall be submitted to the office of the Assistant Superintendent, Human Resources within thirty (30) days of the employee's return to duty.

Sabbatical Leave for Travel -- Employees on sabbatical leave for travel shall remain in travel status at least three and one-half (3 1/2) months for each semester of leave granted.

The application for leave shall include a reasonably detailed itinerary of the proposed travel, with a statement concerning the proposed objectives of travel.

Sabbatical Leaves for Combined Travel and Study -- Requirements are to be based on equivalents as noted in the sections on sabbatical leaves for study and for travel.

Application for Sabbatical Leave

Application on the District form must be submitted to the office of the Assistant Superintendent, Human Resources no earlier than September 1 and no later than November 1 of the year preceding the desired year of sabbatical leave.

Applicants will be notified regarding the acceptance or rejection of application by December 15 of each year.

Compensation While on Sabbatical Leave

Compensation for those on a full year leave shall be two-thirds (2/3) of the salary which would have been received had they remained in active service.

Compensation for those on a one semester leave shall be one-half (1/2) of the salary which would have been received had they remained in active service.

Effect of Sabbatical Leave on Salary Increment and Retirement

Such leave shall be counted as equivalent service and experience on the salary schedule.

The employee's normal percentage rate of deduction for retirement purposes shall be applied to the actual salary received. The State Teacher's Retirement System requirements apply in service years for retirement purposes.

Return to Service

At the expiration of the sabbatical leave of absence, the employee shall be assigned to a position of equal status, duties, and salary plus increment, to that held by him/her at the time of the granting of the leave of absence.

Accident or Illness on Sabbatical Leave

Interruption of a program of study or travel while on sabbatical leave caused by serious illness or injury, evidence of which is satisfactory to the District, shall not be held against an employee with regard to the fulfillment of the conditions regarding study or travel under which the leave is granted, nor affect the amount of compensation to be paid the employee while on leave, provided that the District has been notified by registered letter mailed within thirty (30) days of the time of the accident or the onset of the illness. Accumulated sick leave will apply when verified serious illness or accident occurs causing a cessation of the approved study or travel. Sabbatical leaves are not extended due to illness or accident.

Bond

A suitable bond shall be furnished by the employee as provided in the Education Code, indemnifying the District against loss in case of the employee fails to render service equal to twice the length of the leave following the return of the employee from the leave of absence.

Sabbatical Leave Procedures

Sabbatical Leave Committee -- The Superintendent of Schools shall appoint a Sabbatical Leave Committee to convene by November 15 of each year in order to review and make recommendations on all applications.

The Committee shall report its recommendations to the Superintendent of Schools by December 1 of each year. The Board of Education will act on the applications upon reviewing the recommendations of the Committee and the Superintendent of Schools.

Committee membership shall be appointed as follows:

- Superintendent of Schools or his designated chairman
- Association Appointee (BHEA)
- Elementary Administrator
- Secondary Administrator
- One Primary Teacher (K-3)
- One Intermediate Teacher (4-5)
- One Middle School Teacher (6-8)

- Two High School Teachers (9-12)
- One certificated support person

Committee membership shall be limited to permanent certificated personnel. Appointments shall be for three (3) year staggered terms or for the remainder of terms of members who resign, retire, or go on leave.

Establishing Priorities in Granting Sabbatical Leaves -- When the number of qualified applications for full-time and one-semester sabbatical leaves exceeds the total allowed, the Sabbatical Leave Committee shall consider the following priorities in ranking those approved and qualified:

Major Considerations:

Value of Leave to the Schools and Pupils of the District -- In estimating the value of the leave to the District, its worth shall be judged not only in terms of immediate worth, but also in terms of what the applicant may contribute in future service through classroom teaching, leadership, curriculum development, or teaching methods.

The probable value of the applicant's contribution may be based in part on his/her contribution to the District in the past.

- Scholarship may be indicated by the applicant's previous scholastic accomplishments or contributions in workshops, committee work, or individual projects and studies.
- Leadership may be estimated on the basis of previous leadership in the District in various group activities.
- The recommendation or reservations of the Principal or immediate supervisor would seem pertinent in judging past and future potential contributions.
- Consideration shall be given to the needs of the District. Should the District be undertaking a project or have a need in a certain field of study or inquiry, priority should be given to those applicants most likely to make a contribution to these needs.
- Consideration also should be given to the appropriateness of the itinerary or study to applicant's future service potential and potential benefit to the pupils of the District.
- Length of service to the District.

Sabbatical Leave of Absence Application

Application for Sabbatical Leave of Absence shall be made to the District Personnel Office. The application on a form provided by the District shall present evidence of satisfactory service, reasons for desiring leave, length of leave, signatures of approval, and any other data necessary to provide an adequate basis for granting such leave.

Length of Leave

Sabbatical leave shall be granted for not less than one (1) full semester. Leave for a fractional part of a semester is not permitted.

Return to Position and Required Report

At the expiration of a sabbatical leave, the certificated employee who has been granted such leave shall be reinstated, unless he agrees otherwise, in the same or equivalent position held at the time the leave was granted. The employee is required to serve at least two (2) years in the employ of the District following the return of the employee from a full-year sabbatical or at least one (1) year following a one-semester sabbatical.

Each employee who has been on sabbatical leave shall file with the Assistant Superintendent, Human Resources a written report not later than thirty (30) days after return to active duty. Such report shall contain detailed data as to the activities of the employee, together with the employee's appraisal of the professional value of the experience gained while on leave, the manner in which such experience or knowledge gained may be used for the benefit of the students of the school in which the employee is located, and any other such data necessary for a satisfactory report.

PERMISSIVE LEAVES WITHOUT PAY

Child Care

Child care leave may be granted to any unit member. Child care leave must terminate at the close of the semester or a school year and in no case shall the total child care leave exceed two (2) years' duration. Notice of intent to return to from child care leave must be submitted to the Assistant Superintendent, Human Resources ninety (90) days prior to the end of the leave.

Personal Opportunity/Health Leave

Such leaves of absence, other than those specified above for certificated employees, shall be granted at the sole discretion of the Board of Education. Each request, thereof, in order to merit favorable consideration shall be filed in the office of the Superintendent of Schools at least one hundred twenty (120) days prior to the beginning of the period for which the leave is requested, unless the failure to do so shall be excused by reason of circumstances deemed extraordinary by the District. Any leave of absence for a certificated employee shall be granted with the understanding that upon the expiration of such leave the employee shall be entitled to return to a certificated position in the school system, provided, however, that the employee shall, no later than March 1 or one hundred twenty (120) days prior to the expiration of such leave, whichever is earlier, notify the Board of Education, in writing, of his/her desire to so return.

WITHDRAWAL FROM APPROVED LEAVE

If a replacement has not been hired, a unit member who has been approved for any one semester or one year leave of absence may withdraw from leave status, in writing, by January 1 or May 15 prior to the semester in which leave was to commence.

Section 4.

CATASTROPHIC SICK LEAVE PROGRAM

Creation

The District and the Association shall establish a Catastrophic / Sick Leave Program, hereafter referred to as C.S.L.P for salaried unit members and certificated administrators. 'Catastrophic illness' or 'injury' is defined as an illness or injury that is expected to incapacitate the eligible employee for an extended period of time, and taking extended time off work creates a financial hardship for the eligible employee because he or she has exhausted all of his or her full day paid sick leave. The C.S.L.P. shall not be used for illness or injury which qualifies the eligible employee for workers compensation.

Contribution

To participate in the C.S.L.P., eligible employees shall irrevocably donate one day per year, July 1 to June 30. For purposes of this section, a "day" for a salaried employee shall be any day an eligible employee is expected to be on duty as determined by the terms of this agreement. Donations may be made from July 1 to October 1 for all salaried eligible employees. New salaried hires may donate within the first month of their employment. If the number of days in the C.S.L.P. fall below thirty (30), any participating employee may irrevocably donate one (1) additional "day" to the C.S.L.P. Each participating employee may not donate more than two (2) days per year, as long as their sick leave balance does not fall below five (5) days in the current year. If the number of days in the C.S.L.P. exceeds 200 days on July 1, no contributions shall be necessary for that fiscal year with the exception of employees who have not contributed to the C.S.L.P., and new hires.

Withdrawal

This C.S.L.P. may be drawn upon by participating employees who have used up all accrued sick leave, have donated to the C.S.L.P. and suffer from a catastrophic illness or injury. Applicants must submit a withdrawal request (Appendix H) with verification to the Human Resources Office for the committee to consider. The decision will be made and the applicant will be notified in writing within eight working days. The number of C.S.L.P. days drawn by any participating employee shall be based upon the days available and no more than twenty (20) days will be provided. The District shall pay the participating employee full pay and the C.S.L.P. shall be charged one full day. Requests for extensions may be submitted.

Administration

The C.S.L.P. committee shall be composed of the Assistant Superintendent of Human Resources or designee, an additional administrator, the president of the association or designee, and an additional unit member. The committee shall review each request submitted by C.S.L.P. members. The C.S.L.P. committee shall determine the participation, eligibility and duration of C.S.L.P. benefits. The committee proceedings and information obtained by the committee shall be confidential.

Employees participating in the C.S.L.P. agree to hold harmless the District and the Association for any and all claims and liabilities arising out of performance of this section of the agreement. This section of the agreement shall not be subject to the grievance procedure.

Each employee participating in the C.S.L.P. must agree in writing to accept the above provisions. See Appendix H for forms relating to participation in the C.S.L.P.