

ARTICLE 10: LEAVES

10.1 **Bereavement Leave**

Administrators shall be granted five (5) days of leave with pay, in the event of the death of a member of their immediate family.

10.1.1 For purposes of this provision, the immediate family is defined as spouse, parent(s), step parents(s), sister, brother, step brother, step sister, son, daughter, step children, mother-in-law, father-in-law, grandfather, grandmother, great-grand parents, great grandchildren, son-in-law, daughter-in-law, grandchild, brother-in-law, sister-in-law, a close friend, domestic partner, a person for whom the employee has been designated as a legal guardian, or any relative living in the immediate household of the employee.

10.2 **Sick Leave**

Administrators are granted one (1) day of leave with full pay for each month of service for the purposes of personal illness or injury which precludes the employee from performing their assigned duties.

10.2.1 An administrator who claims sick leave for five (5) or more consecutive days may be required to present a written, signed statement from a medical doctor verifying the nature of the illness or injury, inclusive dates when the employee is unable to work because of medical condition, and the date the employee can return to work. A similar statement may be required by the District in any cases where an absence claimed to be due to illness or injury must be verified.

10.2.1 Employees returning to work after serious illness may be required to provide medical evidence of recovery sufficient to assume regular duties. Medical examination(s) may be required by the District to be performed by a physician(s) to be designated by the District, and at District expense.

10.2.2 Administrators are entitled to one hundred (100) workdays of supplemental sick leave after the exhaustion of their fulltime accumulated sick leave.

10.2.3 Benefits provided during the one hundred (100) workdays will be at fifty percent (50%) of regular salary. The employee's daily salary will be reduced by an amount equal to the cost of a substitute employed to fill the position during the leave or 50% of the employee's daily rate, whichever amount is larger.

10.2.4 Even if an Administrator supplements sick leave with other accrued leave balances, the Administrator is only eligible for one hundred (100) workdays of supplemental sick leave per fiscal year.

10.2.5 The one hundred (100) workdays are credited on a fiscal year basis and are not cumulative from year to year.

10.2.6 An employee who has used all accumulated sick leave, including the Extended period on reduced benefits, may be granted a ninety (90) day health leave, without pay, by the Governing Board upon recommendation of the Superintendent/President. District support of the Health and Welfare Benefit options will be continued during this period.

10.2.7 Accumulated sick leave may be transferable from one public school district to another within the State of California provided the employee has been employed by the first school district for one (1) year or more and accepts a position with the second school district within one (1) year of termination of employment (Section 88202 of the Education Code).

10.3 **Reporting Absences**

When an Administrator is going to be absent from duty, it shall be their responsibility to notify their supervisor as soon as possible. When reporting an absence, an indication should be given as to when return to work is anticipated. No charge shall be made for absences of less than one half (1/2) day.

10.4 **Substitutes**

Substitutes when authorized, will be obtained by the Director of Human Resources. Except in certain cases where prior arrangements have been made, substitutes will not be provided on the first day of an employee's absence nor for absences of only one (1) day.

10.5 **Industrial Accident and Illness Leave**

Administrators will be entitled to industrial accident leave according to the provisions in Education Code Sections 87787 and 88192 for personal injury which has qualified for Workers' Compensation.

10.5.1 An administrator suffering an injury or illness arising directly out of and in the course and scope of their employment shall be entitled to a leave of up to sixty (60) working days in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the Administrator shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

10.5.2 Payment for wages lost on any day shall not, when added to an award granted the Administrator under the Worker's Compensation laws of this state, exceed the normal wage for the day.

10.5.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other

paid leave may then be used. If, however, an Administrator is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this section, they shall be entitled to use only so much of their accumulated and available normal sick leave and vacation leave, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.

10.5.4 Any time an Administrator on industrial accident or illness leave is able to return to work, they shall be reinstated in their position.

10.5.5 The District has the right to have the Administrator examined by a physician designated by the District to assist in determining the length of time during which the Administrator will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved. All medical examinations required by the District shall be at no cost to the Administrator.

10.5.6 All Administrators shall be provided a Notice of Election to be treated by personal physician form. New Administrators shall receive this form upon employment.

10.6 **Jury Duty**

Administrators may be absent from duty without loss of contract salary as a result of having been called for and appearing for jury duty, excluding a voluntary grand jury. Administrators serving on jury duty who receive pay from the District during absence from assigned duties shall waive collection of jury duty fees, except mileage reimbursement. Administrators are required to perform their assigned service to the District during any day or fraction thereof that they are released from jury service, provided that a reasonable period of time shall be allowed for necessary travel. Administrators serving on jury duty are to notify their supervisor prior to the commencement of service, and will provide the Human Resources Office with an official verification of the dates and time of service. Administrators will be granted leave without loss of compensation when subpoenaed to appear as a witness.

10.7 **Military Leave**

The District shall comply with all terms and provisions of the Uniform Service Employee Rights and Responsibilities Act (USERRA).

10.8 **Elected Public Official Leave**

Administrators elected to public office shall be granted up to five days leave annually for business related to the office held. Leave taken under this section shall be deducted from the Administrator's accumulated sick days.

10.9 Personal Leave

10.9.1 Short-term leave, twenty-five (25) calendar days or less, may be granted to an Administrator upon the approval of the Superintendent/President or designee, and will be evaluated on an individual basis. A request for a short-term personal leave must be in writing and carry the recommendation of the immediate supervisor and the cognizant Assistant Superintendent/Vice President. The administrator may be compensated for short-term leave to the degree recommended by the Superintendent/President and approved by the Governing Board. The District will continue all health and welfare benefits.

10.9.2 Long-term (unpaid) personal leave, in excess of twenty-five (25) calendar days, may be granted upon the approval of the Governing Board. Requests for long-term leave shall be submitted in writing to the Superintendent/President. Normally, this leave will commence with the beginning of a semester, and may not exceed two (2) semesters in length. The Governing Board may extend the leave upon receipt of a written request from the administrator on leave. The Governing Board shall establish the date of the employee's return to duty which may extend the leave time to the beginning of a new semester or a new fiscal year. Long-term personal leave is granted without pay or any other benefits.

10.10 Pregnancy Leave

Pursuant to the Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), and California Fair Employment and Housing Act (FEHA), short or long-term personal leave shall be granted to any administrator who desires to absent herself from her duties because of pregnancy or convalescence following childbirth. Such personal leave shall not deprive any employee from using sick leave for absences due to pregnancy. When personal leave is granted for pregnancy reasons, the District will continue to provide financial support for the District-supported health and welfare benefits plan for a period of ninety (90) calendar days.

10.11 Family Leave

Pursuant to the Family and Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA), employees are entitled to twelve (12) weeks of unpaid leave per fiscal year. Employees granted Family Leave may elect to use sick leave, vacation leave, or personal necessity leave or take unpaid leave, consistent with the Family and Medical Leave Act and federal and state law. All provisions of FMLA and CFRA will be followed.

10.12 Personal Necessity Leave

Seven (7) days of absence earned for sick leave may be used, at the employee's election, for purposes of personal necessity, provided that use of such personal necessity leave does not exceed fifty-six (56) hours in any fiscal year. For purposes of this provision, personal necessity shall be limited to:

- Death or serious illness of a member of the employee's immediate family.
- An accident which is unforeseen involving the employee's person or property, or the person or property of the employee's immediate family.
- Personal matter that cannot be taken care of outside of the employee's working hours.
- Other personal necessities which are allowed at the discretion of the Superintendent/ President or designee, provided the request is: made in advance, not for personal convenience or for the extension of a holiday or a vacation period, or for seeking employment, or for matters which can be taken care of outside the work hours, or for recreational activities.

10.12.1 For purposes of this provision, the immediate family is defined as spouse, parent(s), step parents(s), sister, brother, step brother, step sister, son, daughter, step children, mother-in-law, father-in-law, grandfather, grandmother, great-grand parents, great-grandchildren, son-in-law, daughter-in-law, grandchild, brother-in-law, sister-in-law, a close friend, domestic partner, a person for whom the employee has been designated as a legal guardian, or any relative living in the immediate household of the employee.

10.12.2 Before the utilization of personal necessity leave, the employee must make every effort to obtain prior approval from the administrator designated to approve personal necessity leaves. Under all circumstances, the employee shall verify in writing that the personal necessity leave was used only for the purposes outlined above.

10.13 Reduction in Service Leave

An administrator may request to be granted a reduction in service leave. The administrator may request a maximum contract employment reduction of fifty percent (50%) of the total contact days of assignment in effect during the college year in which the leave is taken. The reduction in service leave request may be filed at any time. The administrator will file the request with their immediate supervisor. The granting of a reduction in service leave, including its start and end date, is permissive and requires the recommendation of the Superintendent/President and the approval of the Governing Board. A reduction of service is an unpaid leave. The administrator's salary compensation and benefits will be reduced in proportion to the approved reduction in service.

10.14 Sabbatical and Professional Development Leaves

10.14.1 **Purpose** – The purpose of the Sabbatical and Professional Development Leave is to provide unit members the opportunity for study, research, and/or related activities that will enhance administrative skills resulting in more effective leadership and service to the District.

In all cases deemed suitable by the Superintendent/President, and at the sole discretion of the Superintendent/President or designee, back-filling of the position during the leave will be used as an opportunity for professional development of another employee within that department, or a related department. In accordance with Article V, Workload & Assignments.

10.14.2 **Eligibility** – To be eligible to apply for a Sabbatical or Professional Development Leave, a unit member must have completed six (6) or more years of full-time service in an administrator role with the District and be in good standing. Full-time is defined as having served more than seventy-five percent (75%) of the number of hours considered as a full-time assignment for administrators having similar duties. A Sabbatical or Professional Development Leave does not constitute a break in service. A unit member may be granted another Leave after completion of an additional six (6) years of administrative service.

10.14.3 **Conditions for Granting Sabbatical or Professional Development Leave** – The leave will be granted in accordance with the intent of Education Code Section 87770. All unit members will be required to sign the Southwestern College District Sabbatical or Professional Development Leave of Absence Agreement enumerating the conditions for the leave. As a condition of being granted administrative Sabbatical Leave or Professional Development, the unit member must agree to render service to the District for at least twice the length of the leave following his or her return from the leave. If the unit member fails to perform the required service, he or she will be liable to the District for all amounts paid as compensation during the Sabbatical Leave.

10.14.4 **Compensation and Length of Leave for Academic Administrator Sabbatical Leave** – Salary payment will be on a monthly basis, unless otherwise approved by the Governing Board. The payment will be as follows: One (1) year leave--salary and benefits will be fifty percent (50%) of the annual salary and benefits of the unit member; one-half (1/2) year leave-- unit member shall receive one hundred percent (100%) of their annual salary and benefits. A one-half (1/2) year leave is defined as one-half (1/2) of the required annual months on duty of the unit member being granted the leave, i.e., the unit member assigned annually for eleven (11) months would be granted a leave for five and one-half (5-1/2) months.

While on Sabbatical Leave, unit members accrue illness leave credit, and vacation leave credit. Sabbatical leave shall count toward retirement, and retirement contributions shall be collected in the usual manner.

10.14.5

Compensation and Length of Leave for Classified Administrator Professional Development Leave – After six (6) years of full-time continuous administrative service, a leave shall be granted for ninety (90) calendar days. Up to two (2) classified administrators may be on professional development leave at any one time. The number and timing allowed will be at the discretion of the Superintendent/President.

The program to be followed must be approved by and at the discretion of the Superintendent/President. Approved purposes for leave are study, travel, or research, which will demonstrably contribute to professional growth.

Leave shall be at a time convenient to the College as determined by the Superintendent/President.

Professional development leave compensation will be at 100% of that which would be received had this unit member remained in the unit member's regular assignment and with all District benefits.

Understanding the potential impact of the leave on STRS, PERS or other retirement accounts will be the responsibility of the unit member. The unit member agrees to consult with Payroll prior to taking such leave to determine the likely impact.

Under special circumstances and with the approval of the Superintendent/President leaves may be combined with not more than four (4) weeks of regular vacation.

The time spent on leave shall count as service in completing eligibility for the next leave.

If the unit member is receiving grants, fellowships or fees for professional services provided as part of a professional development leave program, the unit member will not normally receive funds from the District as well, which, when combined with such grants, fellowships or fees would exceed the anticipated amount they would have received from the District during that period under normal conditions.

Professional development leave stipends may be reduced to a point where the combination of stipend and that portion of grants, fellowships or fees

designated solely for salary equals full salary. In no case would the unit member receive compensation in excess of what would have been received had the leave not been taken.

All work developed directly related to the professional development leave program belongs to and is the property of the College District.

In the event unit member elects not to submit an application for a professional development leave or final approval of a professional development leave application is denied, the unit member may retain eligibility and apply again in each of the following academic years until leave is granted. Once an application is granted and taken, the eligibility clock resets and a new six (6) years cycle resumes.

Upon mutual agreement between the College District and the unit member, an approved professional development leave may be postponed with intervening years contributing as service years of credit towards a subsequent professional development leave.

10.14.6 **Application Process** – Applications shall be submitted no later than ninety (90) days prior to the start of the Sabbatical or Professional Development Leave. A plan for the leave shall be submitted in the specified format and include approval by the applicant’s supervisor. Such leave proposals shall be forwarded to the Superintendent/President who will make the final recommendation to the Governing Board.

10.14.7 **Selection** – The applicant’s service records, application for leave, and the proposal shall be reviewed by an Administrative Leave Committee. This committee shall be composed of three (3) people to include one Academic Administrator and one Classified Administrator (one of which shall be the President of SCCDAA) and a Vice-President appointed by the Superintendent/ President. The committee shall review all leave applications and recommend the qualified proposals to the Superintendent/President. The Superintendent/President shall make recommendations to the Governing Board. Leaves may not be changed after receiving approval unless approved in advance by the Superintendent/ President. The Governing Board is not obligated to grant Administrative Sabbatical Leave at any time.

10.14.8 **Leave Report** – Within three (3) months following return from Sabbatical or Professional Development Leave, the unit member must submit a report to the Administrative Leave Committee. The committee will review the report and may request further refinement or revision of the report prior to submitting it to the Superintendent/President for review and

submission to the Board. If the leave report does not satisfy the committee, after the requested revision has been addressed, it may recommend that the unit member repay the leave funds and/or be denied future leaves. The format of leave report will be negotiated between the College District and SCCDAA.

10.15 Break In Service

No absence under any leave in which the employee is in paid status, shall be considered as a break in service for the employee. All benefits accruing under the provisions of the handbook shall continue to accrue under such absence.