

ARTICLE 13. LEAVE PROVISIONS

13.1 Sick Leave

- 13.1.1 In any fiscal year, a member of the unit shall earn paid sick leave time at the rate of one day for each full month of paid service on an unlimited accumulated basis.
- 13.1.2 A part-time member shall earn sick leave and be paid sick leave benefits in direct proportion to which such assignment relates to full time.
- 13.1.3 When a unit member is absent from duties because of verified illness or injury, whether or not the absence arises out of or in the course of the employment, said member is paid full salary for such portion of the earned current and accumulated sick leave benefits.
- 13.1.4 Per Ed Code 44977 (a) During each school year, when a person employed in a position requiring certification qualifications has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of illness or accident for an additional period of five school months, whether or not the absence arises out of or in the course of the employment of the employee, the amount deducted from the salary due him or her for any of the additional five months in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his or her absence or, if no substitute employee was employed, the amount that would have been paid to the substitute had he or she been employed. The school district shall make every reasonable effort to secure the services of a substitute employee. (b) For purposes of subdivision (a): (1) The sick leave, including accumulated sick leave, and the five-month period shall run consecutively. (2) An employee shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year.

13.2 Industrial Accident Leave

- 13.2.1 Allowable leave shall be for not less than sixty (60) working days during which the schools of the District are required to be in session or when the member of the unit would otherwise have been performing work for the District in any one fiscal year for the same accident. The accident must have been reported within 24 hours of its occurrence, on the form provided by the District. It must be verified by the insurer as a bona fide injury arising out of and in the course of service in the District.
- 13.2.2 Allowable leave shall not be accumulated from year to year.
- 13.2.3 Industrial accident or illness leave shall commence on the first day of absence.

- 13.2.4 When a member is absent from duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due for any month in which the absence occurs, which when added to a temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment of not more than full salary.
- 13.2.5 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
- 13.2.6 When an industrial accident or illness leave overlaps into the next fiscal year, the member shall be entitled to only the amount of unused leave due for the same illness or injury.
- 13.2.7 Upon termination of the industrial accident or illness leave, the member shall be entitled to benefits provided in Education Code sections 44978 and 44983, and for the purposes of the Sections, the absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that, if the member continues to receive temporary disability indemnity, election may be made to take as much of the accumulated sick leave which, then added to temporary disability indemnity, will result in a payment of not more than the full salary.
- 13.2.8 The District may, by policy, provide for such additional leave-of-absence for industrial accident or illness as it deems appropriate.
- 13.2.9 During any paid leave-of-absence, the member shall endorse to the District the temporary disability indemnity checks received on account of the industrial accident or illness. The District in turn, shall issue the member appropriate salary warrants for payment of salary and shall deduct normal retirement and other authorized contributions.
- 13.2.10 A member's industrial accident leave shall be suspended automatically for any period during which he/she is not within the State unless he/she has obtained prior approval of the Board of Education for absence from the State.

13.3 **Bereavement Leave**

- 13.3.1 Any member is allowed a leave-of-absence not to exceed three school days, or five if out-of-state travel is required, on full pay, when such absence is occasioned by reason of death in the immediate family. "Member of the immediate family," as used in Article 13, means the father, mother, grandmother, grandfather, or a grandchild of the member or of the member's spouse or domestic partner, and the spouse or domestic partner's son, son-in-law, daughter, daughter-in-law, brother, or sister of the member, or any relative or dependent living in the immediate household of the member.

13.3.2 Bereavement leave is not applicable while a member is on sick leave, scheduled vacation, unpaid leave-of-absence, or during unscheduled work days for members.

13.4 **Personal Necessity**

13.4.1 Up to seven (7) days of leave for personal necessity leave (to be charged against sick leave) may be used for circumstances which are serious in nature, cannot reasonably be expected to be disregarded, and require the attention of the unit member during the assigned hours of service. If more time is necessary, the unit member may request an extension from the District.

13.4.2 A unit member shall not be required to secure advance permission for leave taken for any of the following reasons:

13.4.2.1 Death or illness of a member of his or her immediate family.

13.4.2.2 Accident, involving his or her person or property, or the person or property of a member of his or her immediate family.

13.4.3 Except in urgent circumstances, a unit member is expected to obtain advance permission for all other uses of personal necessity leave. Upon return from leave, a unit member will complete the required forms verifying the absence.

13.4.4 Unit members may not take personal necessity leave for concerted activities, on the day before or after holidays, for paid employment, or for vacation.

13.4.5 Unit members are entitled to use up to six (6) weeks of earned sick leave for formal adoption or foster care placement.

13.5 **Personal Business Leave**

13.5.1 A unit member may use up to two (2) days per school year of accumulated sick leave for personal business. These days may be used for any purpose at the unit member's discretion.

13.5.2 Three (3) days advance notice shall be required. Such leave may not be used during the first or last week of any semester.

13.5.3 The maximum number of unit members at each work site who shall be granted Personal Business Leave on any one day is based on the number of full time teachers on that site as follows:

Numbers of Teachers On Site	Maximum Number of Personal Business Days
1 – 10	1
11-20	2
21 +	3

13.5.4 The site administration is required to notify the unit member within twenty-four (24) hours of the request as to whether the request is approved.

13.6 **Military Leave**

13.6.1 Within twenty-four (24) hours of receipt of military orders which will require a leave the member is to furnish a copy to the principal, along with a letter which states that: The leave is required and there are no alternatives; a reasonable attempt (include documentation) has been made to seek rescheduling to a time when school service will not be interrupted.

13.6.2 Military leave of absence shall be granted and compensated in accordance with the Military and Veterans Code, Sections 389 and 395.

13.7 **Sabbatical Leave**

13.7.1 Sabbatical leaves-of-absence for one semester or a year may be granted by the District for full-time professional study to any certificated person contemplating seven years of additional service, who has been employed full time by the Carpinteria Board of Education for not less than seven consecutive prior years under regular credential. Teaching service is of the nature which allows time for study; therefore, only requests which justify extended time will be considered.

13.7.2 The selection of a member to participate rests solely with the District. Important considerations are: Probable good which will accrue to the District; availability of a substitute meeting District-determined criteria, and the application date (which must be at least six months prior to the requested leave date).

13.8 **Maternity Leave**

13.8.1 Unit members are entitled to use earned sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on 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 child bearing, but shall be limited to those disabilities as set forth above.

13.8.2 Notification by a physician indicating the disability and inability to perform regularly assigned duties must be submitted to the superintendent at least 30 days

prior to the date of the requested leave, stating the expected date of delivery, and anticipated period of disability.

13.8.3 In the event a unit member, who is or was pregnant, wishes to remain absent from duties beyond the period of verified physical disability, an unpaid leave may be granted at the discretion of the District for a maximum of the balance of the school year in which the disability absence for confinement ends.

13.8.4 The major purpose of these regulations is to enable the District to make sound educational plans concerning personnel and the program of education. The assignment upon return shall be determined solely by the District.

13.9 **Jury Duty Leave**

13.9.1 The District agrees to grant to unit members regularly called for jury duty in the manner provided by law, leave of absence without loss of pay for time the unit member is required to perform the duty during the unit member's regularly assigned working hours. Unit members, so called for jury duty, shall submit a written notice along with a copy of the summons to the District upon receiving said summons from officers of the Court. The District shall pay the unit member the salary and the unit member is to remit to the District (within thirty (30) days after receipt of check) the amount received for jury duty, less the amount awarded by the Court for mileage. Unit members shall be at work during any day or portion thereof in which jury duty services are not required. The District may require verification of jury duty date(s) time(s) prior to or subsequent to providing jury duty compensation.

13.9.2 The District reserves the right to request to have any unit member excused from jury service in the event it determines that said jury service would entail hardship on the public served by the unit member.

13.9.3 A unit member who receives notice to appear for jury duty during teaching days may postpone jury duty to non-teaching days (i.e. during summer) and shall be compensated at the current daily substitute rate for each day of jury duty served. The procedure for such postponement and compensation is as follows:

13.9.3.1 Attach a copy of the original jury duty notice, written statement concerning postponement, and signed official court validation for each day of jury duty served.

13.9.3.2 Forward the above to the Superintendent

13.9.3.3 Payment will be made in the next regular payroll cycle.

For purposes of this article, summer school will be considered teaching days for unit members teaching a full day summer school. The District may require further verification of any/all of the above mentioned documentation.

13.10.1 Shared Certificated Contracts (Job Sharing) Individual bargaining unit members wishing to job share during the succeeding school year shall file a request with the Superintendent by February 1 of the year preceding the proposed job share implementation. Job sharing by teachers must be approved annually by the Board of Education. The written request will indicate the names of the employees proposing to job share and indicate how they propose the job position. The request must also show the manner in which the employees intend to share the job sharing position. It is understood that the benefits equivalent to salary and benefits to one full-time employee will be shared by the two job sharing employees. The request must show details of how the employees intend to coordinate their work, insuring that the educational continuity of the class will be preserved. These details will include a calendar of work days for each teacher. Duties would be shared between the teachers in a manner that would be developed and acceptable to the teachers themselves. The District retains the right to make final decisions about assignments and placement. Examples of duties to be shared are listed below and are not intended to be inclusive.

Duties shared by teachers:

- 13.10.1.1 Daily teaching/instruction
- 13.10.1.2 Planning and preparation
- 13.10.1.3 Student discipline
- 13.10.1.4 Evaluation of student progress
- 13.10.1.5 Student record keeping and report cards
- 13.10.1.6 Formal Parent conferences (will be attended by both teachers)
- 13.10.1.7 Faculty meetings (attendance will be shared equally)
- 13.10.1.8 Teacher work days (will be attended by both teachers at no additional pay)
- 13.10.1.9 Other duties as assigned

13.10.2 Configurations – Shared Certificated Contracts (Job Sharing) The normal expectation of a job share is a 50/50 configuration. Job sharing will follow one of the following configurations:

- 13.10.2.1 One semester each
- 13.10.2.2 2 1/2 days each week during each week, i.e., one employee teaches two days, the employees each share a day, and the other employee teaches two days.
- 13.10.2.3 2-3 days per week combination. One employee teaches three days and the other employee teaches two.
- 13.10.2.4 Daily morning sessions will be covered by one teacher and afternoon sessions by the other teacher.
- 13.10.2.5 Some combination of the above agreed to by the employees and approved by the principal.

- 13.10.3 Configurations – Shared Certificated Contracts (Job Sharing) Approval of job share requests shall be determined by an assessment of the proposal, as well as meeting the needs of the students, the school and the job share applicants. Approval of a job share request shall also be determined by the District’s ability to obtain a suitable replacement for the vacancy created by the job share, should it be necessary to fill said vacancy. Teachers requesting a job share will designate on their request whether they are willing to change schools in order to job share. All job share requests shall be considered at the same time after the February 1 due date. Applicants will be notified of their request status by April 1 of the year preceding the job share implementation. If a job share request is denied, the superintendent must cite explicit reasons described in this article.. If a denial is submitted for reasons relating to this article, the applicants have one week to amend and re-submit their job share request. The superintendent will have up to two weeks to give a final decision and will, once again, provide explicit reasons if the amended request is denied. If a job share request is denied, and if the teacher desires a leave of absence, the teacher shall request the leave within two weeks of the denial.
- 13.10.4 Mitigations – Shared Certificated Contracts (Job Sharing) Should one of the individuals in the job share arrangement not be able to complete the agreement or fulfill his/her obligations, the other member will have one month to attempt to find a satisfactory solution to the problems created by the loss of a job share partner. The solutions for purposes of this section must be satisfactory to the school principal. Should the solutions be unsatisfactory, or should the remaining partner not be able to find a solution, the District may require that the remaining partner return to full-time teaching to fulfill the obligation that the two job share employees had agreed to share.
- 13.10.5 Leave Provisions – Shared Certificated Contracts (Job Sharing) While in a job share arrangement, each employee will be considered on leave of absence for the portion and duration the he/she has given up of his/her prior assignment in order to enter the job share arrangement. There shall be no loss of benefits to a job share employee other than the shared wages and health and welfare benefits he/she has agreed to share with the other job share employee.
- 13.10.6 Termination of Shared Certificated Contracts (Job Sharing) When a job share arrangement terminates, the two teachers may agree, with the approval of the principal, that one of them will assume the class assignment that they have been job sharing and that the other may take a voluntary transfer/reassignment selected from a list of openings within the District. Should the two teachers fail to reach agreement, the teacher with the greatest seniority in the District will choose as to whether he/she will assume the class assignment they have been sharing, or take a transfer/reassignment selected from a list of openings within the District. In either case, the teacher taking the transfer/reassignment shall have no privileges or

benefits, over any other unit member, greater than those obtained through the provisions of the article on transfer/reassignment.

13.10.7 Salaries and Benefits paid to Teachers Salaries will be pro-rated with each teacher being compensated at his/her place on the salary schedule. The normal division of a full time job would be 50-50 with each teacher being paid for at the per diem rate established as follows:

$$\frac{\text{(Teacher's Individual Annual Salary)}}{\text{\#of Work Days}} = \text{Per Diem}$$

Teachers participating in the job sharing program shall receive year for year credit for the purpose of salary schedule advancement.

Benefits and sick leave will be pro-rated for each teacher based on the percentage of time worked. The teacher will receive full per diem for those workdays, at the discretion of the principal, that are service days beyond the basic agreement. Should it become necessary for one of the job sharing participants to be the substitute for the other, the compensation for this service shall be at the sub rate.

13.11 Other Types of Leaves (non-paid)

13.11.1 Only a member who is a regular, permanent employee may be granted a leave-of-absence (without pay) for reasons of health or study. Such leaves shall be approved only when it is considered by the District to be in the best interest of the District and the students. Interruption of service is discouraged and leaves of these types are rarely granted as the typical member work year allows time for them. Paid sick leave time is not earned, nor are employee benefits allowed. The period is considered a break in service for salary purposes. Absence will only be granted for up to the close of the school year of the leave (except as required by law). All certificated personnel granted a leave by the District according to this section must return (except by mutual agreement by the Board of Education and the employee) to the District for a minimum of one year's service. The request and justification for a leave are to be directed in writing to the Superintendent. Prior to submission of the request to the Board of Education, provisions for the terms of the leave will be made by the requestee and the Superintendent (duration, plans for return to the District, reason, staffing during absence, etc.). After District approval of a leave and its provisions the action shall be binding and should the grantee not meet the provisions, it shall be grounds for dismissal.

13.11.1.1 **Health:** An application for leave of absence for reasons of personal health in excess of time for which sick leave benefits are due must be supported by the written recommendations of a medical doctor.

13.11.1.2 **Study:** An application for leave of absence for professional study must be supported by a written statement indicating what and

where study is to be undertaken, along with specific objectives which, when met, will materially benefit the District.

- 13.11.1.3 **Child Rearing:** An application for a leave of absence for child rearing must be supported by a written statement indicating the time period, school site, and position involved.

13.11.2 A unit member may be allowed a leave for personal reasons under the following conditions:

- 13.11.2.1 It is necessary for the welfare of the individual and it cannot be reasonably scheduled for another date/time.

- 13.11.2.2 The full per diem rate for the member will be deducted from the regular salary.

- 13.11.2.3 Prior notification (at least three school days when possible) and approval (program continuity and effectiveness considered) by the principal or other management person designated by him/her is required. In all cases a complete lesson plan, along with classroom organization information are available.

13.12 **General Requirements.** All applicants for a year's leave (other than leaves which are mandatory and could be foreseen), shall request consideration by March 1 on a form provided by the District. The District is the sole determiner of approval or disapproval of requests. It will consider leave requests by using these and other factors it deems appropriate.

13.12.1 Benefits to the students, program of education and District operation.

13.12.2 Liabilities to the students, program of education and District operation. The Superintendent is to be notified by certified letter by March 1 of the year of the leave of plans to return in the ensuing school year. Failure to do so constitutes abandonment of position.

13.13 The assignment upon return from any leave shall be determined solely by the District.

13.14 **Sick Leave Donation Program**

13.14.1 In the event of a catastrophic illness or injury to a unit member or member of the unit member's family, a sick leave bank may be established.

13.14.2 Catastrophic illness or injury is defined to mean an illness or injury that is expected to incapacitate a unit member or members of the family for an extended period of time.

- 13.14.3 Family member is defined as the unit member's spouse, parents, parent-in-laws, siblings, children, and step-children.
- 13.14.4 A Bank will allow unit members to donate up to two (2) days a year of accumulated sick leave to another unit member. A unit member who chooses to donate:
- 13.14.4.1 must provide written notice to the District Office of the intent to transfer the accumulated sick leave days (on District form);
 - 13.14.4.2 must donate in full, one day increments up to a maximum of two (2) sick leave days;
 - 13.14.4.3 must acknowledge in writing (on District form) that the unit member understands that he/she cannot revoke the donation of the accumulated sick leave days because all transfers to accumulated sick leave days are irrevocable and binding. The donating unit member must sign and date this acknowledgement;
 - 13.14.4.4 must maintain a limit of ten (10) days of sick leave.
- 13.14.5 The sick leave donation bank can only go into effect after the unit member has exhausted all accrued sick leave.
- 13.14.6 The unit member who is requesting a donation of leave for catastrophic illness:
- 13.14.6.1 must request in writing to the Superintendent that accumulated sick leave days be donated and the method of notification;
 - 13.14.6.2 must provide verification of the catastrophic illness or injury.
- 13.14.7 A District committee composed of two (2) Association members selected by the Association President and two (2) members selected by the Superintendent will determine, by unanimous vote, whether the unit member is eligible to receive the donated days.
- 13.14.8 The unit member receiving the donated accumulated sick leave days can only receive donated accumulated sick leave days for a maximum of fifty (50) days in any one contract year.
- 13.14.9 Only donated days that are used by the receiving unit member shall be transferred from the donating union member's accumulated sick leave.

ARTICLE 14. TEACHER ON SPECIAL ASSIGNMENT “TOSA”

- 14.1 A TOSA is a non-administrative position within the District designed to provide assistance to teachers and administrators on professional/curriculum development, standards based goals and objectives, or other District programs. such as but not limited to common core, instructional methodology, data acquisition and consideration, feedback on instruction **not intended for use in the formal evaluation**, technology and curriculum, and other matters assisting District instructional programs.
- 14.2 The position is not intended to be a permanent position and may serve as a career ladder for instructional leadership or as an opportunity to do important instructional work for which the teacher applicant has substantial ability but with a planned return to the classroom. TOSAs will be selected and retained on an “as needed” basis. Reentry into the classroom will be planned to provide maximum opportunity for the TOSA and to minimize any transitional disruption. TOSA wishes on reentry shall be respected to the degree that it is possible and practical. Upon request at reentry, a TOSA will be returned to his or her site provided that an assignment is available. Mike asked about the meaning of available. If there is a temp there, then the employee would have a right to that position. If not there, then the contract would control movement of staff.
- 14.3 A TOSA is an exempt employee as it pertains to wage and hour laws whose basic hours may require extended hours for meetings and off site responsibility. Administrators whose responsibility it is to supervise TOSAs should be mindful of the work schedules of TOSA’s and allow for flexible scheduling when it is appropriate in order not to exceed a forty hour work week.
- 14.4 A TOSA shall be paid on the current teacher salary schedule based upon standard years of training and experience and may be assigned additional days if Board approved.
- 14.5 A TOSA position will be advertised internally and recruited prior to employment from the outside. Vacancy notices will include a specific description of the tasks to be performed and set out the preferred and required qualifications.
- 14.6 It is intended that this language recognizes and memorializes the District and CAUSE’s requirement to negotiate compensation, job description, opportunity for unit member access to TOSA positions, and hours. The creation of TOSA positions outside of the agreement above shall be negotiated by the parties, prior to a recommendation to the school board.

TOSA Article added to contract on 11/19/13