

to discuss possible resolution.

## ARTICLE 10

### NO STRIKE/NO LOCKOUT

The purpose of this clause is to provide for peaceful, harmonious, and uninterrupted services regardless of disputes which arise under this Agreement or outside the scope of this Agreement. Accordingly,

10.1 During the term of this Agreement and any agreed upon extension thereof, it is agreed and understood by the Association, its officers, agents, or members that there will be no strike, work stoppage, slowdown, or refusal or failure to fully and faithfully perform job functions and responsibilities, nor will there be compliance with the request of other labor organizations to engage in such activities.

10.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, a slowdown, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action upon written notice to the Association, by delivery to any Association officer, in hand or otherwise.

10.3 It is understood that, in the event this Article is violated, the Board shall be entitled to pursue any and all lawful remedies through available legal and/or administrative forums.

10.4 During the term of this Agreement, or any agreed upon extension thereof, the District agrees not to lock out bargaining unit members.

## ARTICLE 11

### LEAVES OF ABSENCE

11.1 Personal Illness or Injury (Sick) Leave:

PLEASE NOTE: Sections 13.15 and 13.16 of this agreement provide as follows:

Credit for continuous service as defined above will be given for any one (1) year in which the employee worked seventy-five percent (75%) or more of the days school was in session.

Except as provided in Article 12, Evaluation Procedures, credit for advancement on the salary schedule shall be granted for any one (1) school year in which the employee rendered authorized paid service to the District for seventy-five percent (75%) or more of the days school was in session, exclusive of summer school. Only those days on which the employee is on authorized military leave, jury duty leave, authorized sabbatical leave, authorized conferences, or released time (pursuant to California's Government Code section 3543.1c) shall be credited toward the seventy-five percent (75%) requirement, in addition to authorized on-site service days actually worked.

11.1.1 Full-time unit members shall be entitled to ten (10) days' leave with full pay for each school year for purposes of personal illness or injury. Unit members who work less than full-time shall be entitled to that portion of the ten days' leave as the number of hours per week or regularly scheduled duty relates to the number of hours for a full-time unit member in a comparable position.

11.1.2 After all current and accrued leave is exhausted; additional nonaccumulated leave shall be available for a period not to exceed five school months pursuant to Education Code section 44977. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee to fill the position during the leave, or, if no substitute is employed, the amount which would have been paid to a substitute. Sick leave, including accumulated sick leave, and the five-month period shall run consecutively. The benefit provided by this paragraph is available one time only for a single illness or injury: if a school year terminates before the five-month period is exhausted, however, the employee may take the balance of the five-month period in a subsequent school year.

11.1.3 If a unit member does not utilize the full amount of leave under paragraph 11.1.1, the amount not utilized shall be accumulated from year to year.

11.1.4 Employees returning to work from sick leave involving major surgery or illness or accident shall be required to present a doctor's release verifying medical permission to return to work with or without restrictions. District management may require a physician's or other verification that the employee was medically unable to work. The employee shall submit a report of absence, including verification if required, to the immediate supervisor within three days after the absence.

11.1.5 Whenever possible, a unit member must contact his immediate supervisor as soon as the need to be absent is known to permit the employer time to secure substitute service. Except in cases of emergency, failure to provide adequate notice shall be grounds for denial of leave with pay.

11.1.6 A unit member may not be allowed to return to work and may be placed on leave without pay if the immediate supervisor is not notified of the unit member's intent to return to work at least two (2) hours prior to the beginning of the work day.

11.1.7 Catastrophic Sick Leave Bank:

11.1.7.1 To be an eligible participant of the Catastrophic Sick Leave Bank ("Bank"), a probationary or permanent unit member must donate one (1) day of sick leave during the open enrollment period of its first year of operation and one day each year thereafter. If the total number of days in the Bank exceeds 1000 at the first of September of any year, members who have previously donated will be exempted from donations that year. New members wishing to enter the Bank will be required to donate one (1) day during the open enrollment period in the year they join regardless of the total number of days in the Bank.

11.1.7.1.1 Sick leave day contributions will be authorized on the appropriate form and continue from year to year under the provisions addressed below until canceled by the unit member. No sick leave may be surrendered or drawn for purposes of summer school.

11.1.7.1.2 Following the initial enrollment, a unit member may only join the Sick Leave Bank during the annual open enrollment period during the month of September.

11.1.7.1.3 Unit members otherwise eligible for Catastrophic Sick Leave during the initial open enrollment period may apply for a donation from the Bank without making a prior donation.

11.1.7.1.4 Donations of sick leave days to the Bank shall be irrevocable. Sick leave which is donated under this section shall be deducted from the accrued sick leave authorized under Section 11.1.1 above.

11.1.7.1.5 Subject to all terms and conditions herein, a permanent unit member may donate up to five (5) additional days per year, earmarked for a specifically named employee who is eligible to draw from the bank. If the sick leave day donations for specifically named unit members is refused by the Catastrophic Sick Leave Committee, the donation form will be returned to the donor and the sick leave days will not be deducted from the donor's sick leave account.

11.1.7.2 A catastrophic injury or illness shall be defined as: any injury or illness which incapacitates a unit member for an extended period of time (in excess of sixty [60] consecutive calendar days) based upon competent medical evidence.

11.1.7.3 A unit member who qualifies for catastrophic injury or illness leave may not draw upon the Bank until all fully paid illness or injury leave is exhausted. Differential leave shall run consecutively after catastrophic leave. The District shall pay the unit member full pay and the Bank shall be charged one sick leave day. This shall not exceed the amounts allowed as maximum below.

Leave from this Bank may not be used for illness or disability which qualifies the unit member for Workers' Compensation leave, and his/her own paid leave.

The unit member will draw upon days from the sick bank first. The maximum number of work days allowed by one member, from the bank, for a single catastrophic injury/illness initially shall not exceed forty (40) work days. The unit member may request up to an additional forty (40) work days should the condition continue by filling an additional request for consideration by the Committee. Should additional catastrophic injury/illness days be needed, a member can request donation days from other members in the Bank up to a maximum of five (5) days, per Bank member. If there are insufficient days in the Bank, there is no obligation to grant leave hereunder, in whole or in part. Neither the District, Association, and/or Committee shall be legally responsible if there are insufficient days in the Bank to provide a Catastrophic Sick Leave donation.

11.1.7.4 The unit member who receives leave from the Bank shall furnish all requested medical information deemed necessary by the Joint Catastrophic Sick Leave Bank Committee (to be referred to as the Committee, as defined in Section 11.1.7.7). The Committee determines the unit member's eligibility to receive donated leave under this section. Upon request by the Committee, the unit member shall submit a "Certificated Sick Leave Bank Request for Withdrawal" form for the release of medical information. The Committee shall be entitled to obtain an independent medical evaluation to determine a unit member's right to receive leave from the Bank.

11.1.7.5 A unit member who wishes to donate sick leave shall submit a "Certificated Sick Leave Bank Deposit" form with the Payroll Department. This form authorizes the donation to the Bank and the assignment of the leave to the Bank or a specified individual described in 11.1.7.1.5. No surrender or assignment shall be effective until approved by the Joint Catastrophic Sick Leave Bank Committee. The decision of the Committee shall not be subject to the grievance procedure, but may be reviewed upon appeal to the Committee.

11.1.7.6 A unit member who has submitted a request to donate sick leave, and a unit member who receives leave from the Bank, shall each execute an agreement satisfactory to the Committee. The agreement will confirm the understanding of each that the donation of sick leave is voluntary. The agreement will also provide that each unit member agrees to indemnify and hold the Committee harmless from any claims, demands, or causes of action related to the donation.

11.1.7.7 No action taken by the Committee under this section shall be subject to the grievance procedure of this agreement. The Committee shall be composed of four (4) members, two (2) of which are appointed by the District and two (2) of which are appointed by the Desert Sands Teachers' Association (DSTA). A unit member dissatisfied with any action taken or decision made by the Committee concerning the Catastrophic Leave Plan herein provided, may submit a request for an appeal for reconsideration with additional supportive documentation. No request for appeal shall be considered by the Committee unless the request for appeal is submitted no later than ten (10) days after the action or decision in question. A tie vote represents a denial of the request.

The Committee shall have no jurisdiction to hear any request which is not submitted within the required time frame. The Committee shall review timely matters which are submitted to it. The Committee shall prepare a written report regarding the matter submitted to it. The report shall be submitted to the District Board of Education as an information item.

The Committee shall be responsible for informing unit members of solicitation for donations earmarked for the Bank.

11.1.7.8 If any provision of this section is held to be unlawful, then this entire section shall be null and void. This section supersedes any obligation of the District under Education Code section 44043.5.

11.2 Personal Necessity Leave:

11.2.1 unit members may use up to seven (7) days' earned sick leave for personal necessity in any one school year. Personal necessity shall include:

11.2.1.1 Death or serious illness of a member of the unit member's immediate family;

11.2.1.2 An accident involving the unit member's person or property, or the person or property of the unit member's immediate family, provided it is of such severity or seriousness so as to require the unit member's immediate attention;

11.2.1.3 Imminent danger or threat of danger to the home of an employee, occasioned by a factor such as flood or fire serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard;

11.2.1.4 Delay in returning to work because of unavoidable circumstances (flood, storm, vehicle breakdown, public transportation delay, etc.);

11.2.1.5 Three (3) days of the personal necessity leave, of the seven (7) days allowable, may be utilized by the unit member at his own discretion upon the following conditions:

11.2.1.5.1 Such days shall be charged against the unit member's sick leave;

11.2.1.5.2 Twenty-four (24) hours' written notice shall be required unless extenuating circumstances occur which prevent such notice given; in the event, the unit member shall make every reasonable effort to give advance notice;

11.2.1.5.3 There shall be no accumulation from year to year of such days;

11.2.1.5.4 Administration retains the right to refuse the unit member's request on a certain day if, in the opinion of the administrator, too many unit members select the same day;

11.2.1.5.5 The unit member shall not be required to give reasons for the use of such days;

11.2.1.5.6 Such leave shall not be used to withhold services from the District;

11.2.1.6 Under no circumstances shall personal necessity leave be available for extension of vacation/holiday, recreational purposes, or withholding of services; please see, 11.2.1.4.

11.2.1.7 Before the utilization of personal necessity leave, a unit member shall make a reasonable effort to obtain prior approval from the appropriate management person.

11.3 Pregnancy Disability Leave/Parental Leave:

11.3.1 Employees covered by this Agreement shall be entitled to use personal illness leave (sick leave) as set forth in this Agreement for disabilities caused, or contributed to, by pregnancy, miscarriage, childbirth, and related medical conditions on the same terms and conditions governing leaves of absence for other illnesses, injuries, or medical disabilities. Such leave shall not be used for child care, child rearing or preparation

for childbearing, but shall be limited to those disabilities caused, or contributed to, by pregnancy, miscarriage, childbirth, or related medical conditions.

11.3.2 The length of such pregnancy disability leave, including the date on which the leave shall commence and the date on which the employee's duties with the District are to be resumed, shall be determined by the employee and the employee's physician, subject to the following conditions: a teacher who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform the essential functions of her position with or without reasonable accommodation.

PLEASE NOTE: Sections 13.15 and 13.16 of this agreement provide as follows:

Credit for continuous service as defined above will be given for any one (1) year in which the employee worked seventy-five percent (75%) or more of the days school was in session.

Except as provided in Article 12, Evaluation Procedures, credit for advancement on the salary schedule shall be granted for any one (1) school year in which the employee rendered authorized paid service to the District for seventy-five percent (75%) or more of the days school was in session, exclusive of summer school. Only those days on which the employee is on authorized military leave, jury duty leave, authorized sabbatical leave, authorized conferences, or released time (pursuant to California's Government Code section 3543.1c) shall be credited toward the seventy-five percent (75%) requirement, in addition to authorized on-site service days actually worked.

11.3.3 Employees who are members of the bargaining unit shall be entitled to leave without pay or other benefits for disabilities caused, or contributed to, by pregnancy, miscarriage, childbirth, or related medical conditions, when all current accumulated and differential pay sick leave has been exhausted. The date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician, provided, however, that the District management may require her physician provide a verification of the medical inability to work.

11.3.4 This leave policy shall be construed as requiring the Board of Education to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for other illness, injuries, or disabilities.

11.3.5 An employee on pregnancy disability leave for one (1) semester or less shall be entitled to return to the same assignment held at the time such leave commenced, unless such assignment has been discontinued, in which case the employee shall be entitled to a comparable assignment. An employee on pregnancy disability leave for more than one semester shall be entitled to return to an assignment comparable to the assignment held at the time such leave commenced. In any case, the assignment of the employee upon return to work shall be comparable to that held at the time pregnancy disability began. "Comparable" means same educational level (primary or intermediate elementary; middle school; or high school assignment) and also means immediate assignment within major or minor teaching fields whenever possible, except by request of the employee and availability of the position.

11.3.6 Whenever the District determines that it may be appropriate to require additional verification of the extent of any of the disabilities referred to above, said verification shall be achieved through one of the following two methods--the option to be exercised by the affected employee. In the event the employee does not exercise an option upon request, the District may proceed with Section 11.3.6.1 below:

11.3.6.1 District management may require a verification of the extent of the disability through a physical examination of an employee by a physician appointed by the District, at District expense; or

11.3.6.2 An additional medical examination shall be conducted by the employee's physician at District expense. In the event the employee chooses to exercise this option, the employee's physician's

verification shall contain the following language:

"I understand that my verification of disability is to be used for the expenditure of public funds. I have read the foregoing verification of disability and declare under penalty of perjury that it is true and correct.

"Executed this        day of   , 20   , at \_\_\_\_\_, California, Riverside County."

11.3.7        Parental Leave:

11.3.7.1      Paid Parental Leave

11.3.7.1.1    Effective January 1, 2017, as provided by Education Code section 44977.5, unit members shall be entitled to parental leave as set forth in this section.

11.3.7.1.2    For purposes of this section, "parental leave" shall be defined as leave for reason of the birth of the unit member's child, or the placement of a child with the unit member for adoption or foster care.

11.3.7.1.3    Unit members shall be entitled to use all current and accumulated sick leave for parental leave, for a period of up to twelve (12) workweeks.

11.3.7.1.4    When a unit member with at least one year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of parental (child-bonding) leave under the California Family Rights Act (CFRA; Government Code section 12945.2), he/she shall be entitled to substitute differential pay for any of the remaining twelve (12) workweek period. Such substitute differential pay shall not be less than 50% of the member's regular salary and shall not count against the leave entitlement set forth that Section 11.1.2.

11.3.7.1.5    Any leave taken under this section shall count against any entitlement to child-bonding leave under the California Family Rights Act and the aggregate amount of leave taken under this section and CFRA shall not exceed twelve (12) workweeks in any twelve (12) month period

11.3.7.1.6    A unit member shall not be entitled to more than one (1) twelve (12) week period for parental leave in any twelve (12) month period.

11.3.7.1.7    Leave under this section shall be in addition to any leave taken for pregnancy or childbirth-related disability.

11.3.7.1.8    Except for extenuating circumstances a unit member shall give at least fifteen (15) calendar days' notice of the birth of a child and intent to take parental leave under this section. Leave shall be taken in increments of at least two (2) weeks' duration except on two (2) occasions. Leave under this section must be completed within twelve (12) months of the birth of the child or placement for adoption or foster care.

11.3.7.2      Unpaid Parental Leave – Employees who desire additional parental leave over and beyond disability and/or California Family Rights Act leave may be granted leave without pay for a period not to exceed one (1) full year.

11.4           Bereavement Leave:

11.4.1        Unit members shall be entitled to up to three (3) days of bereavement leave with pay in the event of the death of a member of the employee's immediate family. Up to an additional two (2) days shall be granted if travel of 300 miles or more (one way) is required to attend or arrange for the funeral.

11.4.2 For purposes of this clause, an immediate family member shall refer to and include child, spouse, domestic partner, parent or grandparent, parent-in-law, grandchild, sibling, son/daughter-in-law, brother or sister of the employee, significantly bonded de facto parent or child, or any relative living in the immediate household of the employee. The “domestic partnership” shall be established when the following requirements are met:

- Both persons have a common residence (i.e., share the same residence);
- Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or nullified;
- The two persons are not related by blood in a way that would prevent them from being married to each other in this State;
- Both persons are at least 18 years of age; and
- Both persons are capable of consenting to the domestic partnership.

11.4.3 In the event of the death of a spouse, domestic partner as defined in Section 11.4.2, or child, if the employee’s combined available personal necessity days and bereavement days total less than eight (8), the unit member may request additional days, not to exceed eight (8) days for bereavement and personal necessity, from the immediate supervisor. If the request is denied, the employee may appeal to the Assistant Superintendent, Personnel.

11.5 Industrial Accident Leave:

Unit members will be entitled to industrial accident leave according to the provision of Education Code section 44984, for personal injury which has qualified for Workers' Compensation under the provisions of the District self-insurance program, subject to the following conditions:

11.5.1 Such leaves shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident. 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 or her for the same illness or injury.

11.5.2 The District has the right to have the unit member examined by a physician pursuant to the provisions of SIPE, at District expense, to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties, and the degree to which a disability is attributable to the injury involved.

11.5.3 Days of absence deducted from sick leave immediately following exhaustion of industrial accident leave and as a direct result of the industrial illness or accident shall be reduced by the percent of compensation received by the employee.

11.6 Judicial Leave:

Unit members will be provided paid leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the unit member. Whenever possible, the member shall submit a written request for an approved absence no less than ten (10) days prior to the beginning date of the leave or the date called as a witness. The unit member shall present verification of subpoena as a witness, or jury duty summons and confirmation of jury duty service.

11.7 Military Leave:

Unit members shall be allowed military leave, subject to the provisions of applicable federal and state law.

11.8 Professional Leave:

A unit member with permanent status may be granted a leave of absence without compensation for educational advancement for a period not to exceed one (1) full year. If the leave is to be in excess of twenty-five per cent (25%) of the teaching days scheduled for the school year, yearly increments in salary shall not be allowed. All conditions covering this leave shall be subject to approval by the Board of Education upon recommendation of the Superintendent.

11.9 Health or Hardship Leave:

11.9.1 A unit member with permanent status may be granted a leave of absence without compensation for health or hardship for a period not to exceed one (1) year. If the leave is to be in excess of twenty-five per cent (25%) of the teaching days scheduled for the school year, an experience increment in salary shall not be allowed.

11.9.2 Board approval is required prior to granting health or hardship leave. A statement from the employee's physician, stating that leave is necessary for health reasons, shall be required before approval is granted for health leave.

11.10 Personal Leave:

An employee may be granted a leave of absence without pay for personal reasons, not to exceed thirty (30) work days, upon the recommendation of the Superintendent and with prior approval of the Board.

11.11 Sabbatical Leave:

11.11.1 Sabbatical leave should be mutually advantageous to the individual and the District and is considered an investment in the employee's future value to the students, teachers, and administrators of the District. It may be granted for a period of one (1) year for study or research-travel.

11.11.2 Sabbatical leave must be preceded by at least seven (7) consecutive years of certificated service, all of which have been served as a regular full-time unit member in the Desert Sands Unified School District. One (1) year of service is defined to be seventy-five per cent (75%) of the teacher days per year. Six (6) years must intervene between successive sabbatical leaves.

11.11.3 For the purpose of sabbatical leave, the school year during which the experience must occur is hereby defined as the period beginning August 20 and ending June 20 of the following year.

11.11.4 Sabbatical Leave for Study:

A unit member shall complete at least twenty-four (24) semester units of college and/or graduate credit courses during a sabbatical year. At least twelve (12) semester units, or the equivalent, shall be completed during each semester or quarter while on leave. This unit requirement may be met by study in a foreign country in an accredited institution. A unit member shall have a stated purpose and goal for taking college work so that it would be mutually beneficial to the individual and to the District (i.e., work toward an advanced degree, academic in-depth study in a subject matter in which he/she is teaching, or a research project directly related to the school or the District). Work toward a credential, such as an Administrative Credential or a Pupil Personnel Services Credential, is a personal obligation for self-advancement and may not mutually benefit the District and should not, in itself, be grounds for a sabbatical. This does not rule out the possibility of a person obtaining an advanced credential while completing the objectives of the sabbatical. Courses shall be exclusive of correspondence courses. Prior to such leave, the courses shall be subject to approval of the Sabbatical Leave Committee. Upon completion of the leave, and within sixty (60) days of return to duty, a written report on findings and conclusions, along with transcripts usable for reinforcement of teaching in the subject area, shall be submitted



to the Office of Certificated Personnel for evaluation by the Sabbatical Leave Committee and forwarded to the Superintendent and the Board of Education. Not less than fifty percent (50%) of sabbatical leaves granted shall be for study.

11.11.5 Sabbatical Leave for Research-Travel:

Unit members on sabbatical leave for research-travel shall remain in this status at least four (4) months for each semester of leave granted. The application for leave shall include, in general terms, an outline of the proposed research and an itinerary of the proposed travel. The name "research-travel" is used, since the primary purpose of this sabbatical project is research of a nature which must be supplemented with travel. The research must have a direct contribution to the teacher's field and classroom activity. Sabbatical leave for research-travel must clearly show reinforcement of knowledge in the subject area through contact with people, culture, economy, government, and geography of the countries visited. This may be done by the employee identifying a problem and defining it to the point where he/she is able to offer evidence that travel and interaction with people during this research-travel leave will contribute to the solution of the problem. The research should be supplemented by such things as tapes of conversation, tapes of the informal as well as formal music, films of industrial areas, art centers, and art objects, etc. Upon completion of the leave, and within sixty (60) days of return to duty, a written report on findings and conclusions shall be submitted to the Office of Certificated Personnel for evaluation by the Sabbatical Leave Committee and forwarded to the Superintendent and to the Board of Education. A person shall be required to submit a copy, and copying rights for internal District use, of the entire sabbatical report. The report should set forth the teacher's reactions to the experience and include a statement of the benefits received from it. The Superintendent may, for good cause, authorize an extension of time for the report, not to exceed one semester for the purpose of completing the necessary requirements. A description of the trip alone will not satisfy the report requirement.

11.11.6 Application for sabbatical leave must be submitted to the Sabbatical Leave Committee, through the Office of Certificated Personnel, and accompanied by a written recommendation from the immediate supervisor. Applications will be evaluated by the Sabbatical Leave Committee in terms of benefits to the District and individual. Applications must be submitted prior to February of the semester preceding that in which the leave is desired. Sabbatical leaves for less than one (1) year's duration may, on rare occasions, be granted for specific, special needs of the District. Quality of projects has first priority. Consideration shall be given to applications which provide the greatest opportunities for expanding professional contacts and, in case of advanced study, breadth of institutional experiences. No more than one (1) employee per school shall be granted a sabbatical leave.

11.11.7 An employee shall receive fifty percent (50%) of his/her salary while on sabbatical leave for study or research-travel.

11.11.8 The employee will be required to furnish a bond to guarantee his service to the District for at least two (2) years following the sabbatical leave. All sabbatical allotments will be returned to the District if the two full years are not completed.

11.11.9 Effect of Sabbatical Leave on Retirement:

11.11.9.1 A unit member on sabbatical leave shall be entitled to the increment for which she/he would have been eligible had she/he not been on leave. The leave shall not interrupt the teacher's progress on the salary schedule.

11.11.9.2 Sabbatical leave counts toward retirement and the retirement contribution shall be collected.

11.11.9.3 In case of injury to, or other illness of, the employee during leave which prevents his/her completing the purpose of the leave, the sabbatical leave will be terminated and all provisions for sick leave will apply. These provisions will take effect on the first day of the next pay period following notification

of said illness to the Superintendent, verified by a medical doctor's report. Upon release by a medical doctor, the employee will return to regular duty for the remainder of the school year, to be assigned as needed in a certificated position at the discretion of the Superintendent. The subsequent year will be reassigned as if he/she had completed the sabbatical leave.

11.11.9.4 Both the Board of Education and the District shall be freed from any liability for payment of any compensation of damages provided by law for the death or injury of any employee of the District employed in a position requiring certification qualifications when the death or injury occurs while the employee is on any leave of absence granted under the provisions of Education Code sections 44962 to 44976, inclusive.

11.11.10 At the expiration of a sabbatical leave, the unit member who has been granted such leave will be returned to his/her field or subject area at the same rank and status, but not necessarily to prior position; however, preference of assignment of the employee is a consideration.

11.11.11 Sabbatical Leave Committee:

11.11.11.1 The Sabbatical Leave Committee shall study and evaluate applications for sabbatical leave. It shall also be the responsibility of the Sabbatical Leave Committee to evaluate the sabbatical report after the employee returns to the District. This evaluation shall be based upon fulfillment of agreement indicated in the application. The Committee shall submit its recommendations to the Superintendent. The Superintendent shall forward the application, the Committee's recommendations, and his/her own recommendation to the Board of Education not later than February 28.

11.11.11.2 The Sabbatical Leave Committee shall include one (1) primary elementary teacher; one (1) intermediate elementary teacher; one (1) middle school teacher; one (1) high school teacher; one (1) elementary administrator; one (1) middle school administrator; one (1) high school administrator; and the Assistant Superintendent, Personnel.

11.11.11.3 Teacher members of the Committee must have attained permanent status in the District. Committee members may not apply for leave during their term of office. If a member wishes to apply for sabbatical leave, he/she must first resign from the Committee.

11.11.11.4 The term of office shall be three years. The terms shall be staggered in such a way as to prevent the occurrence of more than three vacancies in any one (1) year.

11.11.11.5 The President of the Association and the Assistant Superintendent, Personnel shall jointly recommend members of the Sabbatical Leave Committee to the Board of Education for official appointment.

11.11.11.6 The Assistant Superintendent, Personnel will serve as secretary and records keeper to the Committee and shall have no voting privileges.

11.12 Teacher Exchange:

11.12.1 Inasmuch as it has been found that the Teacher Exchange Programs are advantageous to the District culturally and educationally, the Board of Education supports these wholeheartedly, and urges "exchange certificated employees."

11.12.2 A unit member with permanent status shall be considered eligible to apply for the Teacher Exchange Program.

11.12.3 Application for Teacher Exchange must be submitted to the Sabbatical Leave Committee through the Office of Certificated Personnel. Applications will be evaluated by the Sabbatical Leave Committee in terms of benefits to the District and to the individual.

11.12.4 The employee will be required to furnish a bond to guarantee his/her service to the District for at least one (1) year following the Teacher Exchange.

11.12.5 Effect of Teacher Exchange on Retirement:

11.12.5.1 A unit member on Teacher Exchange shall be entitled to the increment for which he/she would have been eligible had he/she not been on exchange. The exchange shall not interrupt the teacher's progress on the salary schedule.

11.12.5.2 Teacher Exchange shall count toward retirement, and the retirement contribution may be collected.

11.12.5.3 Both the Board of Education and the District shall be freed from any liability for payment of any compensation of damages provided by law for the death or injury of any employee of the District employed in a position requiring certification qualifications when the death or injury occurs while the employee is on Teacher Exchange.

11.12.6 At the expiration of the Teacher Exchange year, the unit member who has been granted such leave will be returned to his/her field or subject area at the same rank and status, as if he/she had been teaching in the Desert Sands Unified School District.

11.12.7 Sabbatical Leave Committee:

11.12.7.1 The Sabbatical Leave Committee shall study and evaluate applications for the Teacher Exchange Program. The Committee shall submit its recommendations to the Superintendent. The Superintendent shall forward the Committee's recommendations to the Board of Education, together with his/her own recommendation.

11.12.7.2 The Office of Certificated Personnel has the right of final approval of the exchange, pending receipt of the final confidential papers of the foreign teacher coming to the Desert Sands Unified School District.

11.13 Abuse of Leave:

11.13.1 Misuse of leave shall result in a pay deduction equal to the scheduled compensation for the actual misused time.

11.13.2 Any unit member granted leave who, during the period of such leave, accepts employment with another district, business, public agency or any other gainful employment without prior approval of the Board of Education shall be deemed to have resigned from his/her employment with the District. The Board shall not deny the employee on leave the right to accept employment necessary to sustain the original intent of the approved leave.

11.14 Unauthorized Absence:

11.14.1 Unauthorized absence is defined as nonperformance of those duties and responsibilities assigned by the District and its representatives, including all duties and responsibilities as defined by the Education Code, rules and regulations of the Board of Education of Desert Sands Unified School District, and this collective Agreement. Such unauthorized absence may include, but is not limited to, collective refusals to provide service, unauthorized use of sick leave, unauthorized use of other leave benefits, persistent nonattendance at regular meetings.

11.14.2 A unit member is deemed to be on unauthorized absence at such time and on such occasions as the employee may absent himself/herself from required duties.

11.14.3 Unauthorized absence shall constitute a breach of contract, and, therefore, may result in the initiation of dismissal procedures, loss of salary, or such other disciplinary action as may be deemed appropriate.

11.14.4 A unit member shall receive as salary only an amount that bears the same ratio to the established annual salary as the time he/she serves, in accordance with laws and policies governing such service bears to the required days of service.

11.14.5 Unauthorized absence of less than one (1) day shall be prorated by the half-day and anything over one half-day shall be considered a full day.

11.14.6 Unauthorized leave shall result in a proportional deduction of benefits (health and welfare, retirement, Workers' Compensation, etc.) pro rata with the costs to be deducted from the unit member's monthly salary for those benefits covered during the unit member's unauthorized absence.

11.15 Sick Leave Records:

11.15.1 If a unit member is absent for less than a full day, one hour will be deducted for each hour of absence or fraction thereof from the unit member's available sick leave or personal necessity leave, whichever is applicable. If the unit member does not have sufficient accrued and available full-pay sick or personal necessity leave to cover the absence, then the time off shall be paid per the substitute differential, if applicable and available, under Article 11.1.2.

11.15.2 The District will implement the Riverside County Office of Education computer system, which will provide monthly updates on accumulated sick leave. If the program becomes unavailable, the District will provide an annual report on accumulated sick leave, including a record of days charged to sick leave in the preceding year, no later than October 1 of each year.

11.15.3 Unit members who have questions concerning the accuracy of said records may make inquiry by contacting Fiscal Services (Payroll Department), who shall provide the unit member with the opportunity for review, inspection, and verification of the data from which the report was developed, including Form (25)-79 (revised 01/2005).

11.16 Family and Medical Leave:

11.16.1 Eligible unit members shall be entitled to unpaid leave under the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) as provided by law. Eligible unit members may take up to twelve (12) workweeks of family leave in a fiscal year, July 1 through June 30, for a qualifying reason.

**ARTICLE 12**

**EVALUATION PROCEDURES**

12.1 Evaluation shall be accomplished for the several categories of unit members as follows:

1. Probationary unit members and/or unit members who received an unsatisfactory performance evaluation in the prior year will be evaluated - at least once annually;
2. Permanent unit members may be evaluated at least once every other year.
3. At least every five (5) years for unit members with permanent status who have been employed by the District for ten (10) years or more if the evaluator and the unit member consent to such time line. In order to be eligible for the five (5) year cycle, a unit member must be deemed to be "highly qualified" as defined in