

Article 16

LEAVES

Personal Necessity Leave

- 16.1 Under the circumstances specified herein, the President or their designee may grant a full-time contract or regular faculty employee who has been employed by the District for at least one month, up to five days of paid personal necessity leave per 10-, 11-, or 12-month contract for the purposes described below; however, no more than two days of personal necessity leave may be used during the first six months of employment. Eligible faculty employed for less than ten months during the year shall be eligible for personal necessity leave on a pro rata basis. For the purposes of this section, “personal necessity” means obligations or unavoidable duties of an employee that must be performed during scheduled working hours involving:
- 16.1.1 Emergencies involving the faculty employee’s home or household that require immediate attention
 - 16.1.2 Medical or dental appointments, including diagnosis, care, and treatment for the employee’s immediate family members when the nature of the appointment requires the employee’s presence and cannot be conducted outside of working hours;
 - 16.1.3 Appointments for the purpose of conducting personal legal affairs or financial transactions that cannot be conducted outside of working hours;
 - 16.1.4 Receipt of a summons, subpoena, or other judicial order requiring absence from work;
 - 16.1.5 Observance of a major religious holiday of the employee’s faith;
 - 16.1.6 Attendance at professional conferences related to the teaching profession and/or one’s area of assignment;
 - 16.1.7 Attendance at a funeral service;
 - 16.1.8 Special family obligations such as attending a family member’s wedding or graduation;
 - 16.1.9 Bonding with a child in accordance with Article 16.23;
 - 16.1.10 Natural disasters that prevent a faculty employee from meeting all or part of their assigned duties; and
 - 16.1.11 Attendance at activities related to a federal holiday (such as Veterans Day).
 - 16.1.12 Own medical condition after exhausting all accrued sick leave.

The Board may grant additional days of personal necessity leave for these purposes in appropriate circumstances.

- 16.2 The President or their designee may grant a part-time temporary faculty employee who has been employed by the District for at least one month, one day of paid personal necessity leave per quarter of assignment under the circumstances specified in Subsections 16.1.1, 16.1.2, 16.1.4, 16.1.5, 16.1.7, 16.1.8, 16.1.9, 16.1.10, and 16.1.11. Part-time temporary faculty employees with reemployment preference may be granted use of personal necessity leave for the purposes specified in Subsection 16.1.6, if the appropriate administrator agrees that attendance at the conference would be beneficial to the college and the students and would not constitute a hardship for the division/program.

The Board may grant additional days of personal necessity leave for these purposes in appropriate circumstances.

- 16.3 Eight hours of leave shall be deducted for a day's absence on personal necessity leave regardless of the actual duty hours of that day. If a contract or regular faculty employee requests and is granted personal necessity leave for less than a full day, they shall be charged personal necessity leave as specified in Appendix F, but personal necessity leave shall not be granted in increments of less than one hour.
- 16.4 Personal necessity leave shall not accumulate from year to year.
- 16.5 Whenever possible, personal necessity leave shall be approved and scheduled in advance in writing. When advance scheduling is impossible because the leave is required to meet an emergency, the faculty employee who is requesting personal necessity leave shall promptly notify their Division Dean or appropriate administrator of the request in person or by telephone. All personal necessity leave shall be reported on the leave report forms required by Section 16.40.
- 16.6 Personal necessity leave may not be used for recreation, social events, or in lieu of sick leave. However, one can use personal necessity leave after exhausting all accrued sick leave under 16.1.12. Unless there are unavoidable and compelling reasons, personal necessity leave may not be taken in conjunction with any holiday, or other leave of absence.
- 16.7 "Immediate family member," for the purposes of Section 16.1, means the employee's spouse or qualified domestic partner; the parent, child, grandparent, grandchild, and sibling of the employee or the employee's spouse or qualified domestic partner; any person for whom the employee or employee's spouse/domestic partner has legal guardianship or other legal responsibility, for example, power of attorney, for determining medical or financial decisions; and any other person living in the immediate household of the employee.

Parent includes biological parent, foster parent, step parent, adoptive parent, or legal guardian of the employee or employee's spouse/domestic partner, or person who stood in loco parentis of the employee or employee's spouse/domestic partner as a child;

Sibling includes biological sibling, adoptive sibling, foster sibling, step-sister, step-brother of the employee or employee's spouse/domestic partner;

Child includes biological or adopted child, , step child, foster child, or legal ward, of the employee or employee's spouse/domestic partner, regardless of age or dependency, and any person for whom the employee or employee's spouse/domestic partner stands in loco parentis or who stood in loco parentis of a child who is now an adult, regardless of age or dependency;

Bereavement Leave

- 16.8 Each faculty employee shall be entitled to paid bereavement leave of absence sufficient to allow for three consecutive days, excluding weekends and holidays, following the death of any member of their immediate family.
 - 16.8.1 If the death is of a spouse or qualified domestic partner, parent, or child, paid bereavement leave sufficient to allow for five consecutive days, excluding weekends and holidays, shall be granted.
 - 16.8.2 If out-of-state travel or travel in excess of 300 miles is required, paid bereavement leave sufficient to allow for five consecutive days, excluding weekends and holidays, shall be granted.
- 16.9 Bereavement leave shall not be granted in any increment of less than one half day.
- 16.10 “Immediate family member,” for purposes of Section 16.8, has the meaning prescribed by Section 16.7.
- 16.11 The Board may grant additional days of bereavement leave with full compensation in case of demonstrated need. (See also Section 16.20.)

Sick Leave

- 16.12 Sick leave is a benefit to which an employee is entitled if they:
 - 16.12.1 Are incapacitated by illness or injury or is required to keep a medical appointment that could not reasonably be set outside of scheduled working hours.
 - 16.12.2 Provide an appropriate official of the Board with notice of the need to use sick leave either sufficiently in advance of the start of any scheduled duties to permit a substitute to be assigned (if the Board determines one is required) or, if advance notice is impossible because of the suddenness or severity of the incapacity, as soon as reasonably possible.

Full-time Faculty Sick Leave

- 16.13 Each full-time contract or regular faculty employee shall be entitled to paid sick leave as follows:
 - 16.13.1 Ten-month employees shall be entitled to 10 days per college year;
 - 16.13.2 Eleven-month employees shall be entitled to 11 days per college year;
 - 16.13.3 Twelve-month employees shall be entitled to 12 days per college year;
 - 16.13.4 A contract or regular faculty employee employed less than full-time shall be entitled to that proportion of the number of sick leave days granted a full-time employee that is most nearly equal to the proportion of the full time assignment for which they are employed. Sick leave shall be cumulative from year to year. A “day” of leave is recorded as eight hours.

- 16.14 Notwithstanding Section 16.13, sick leave entitlement shall be reduced on pro rata basis when the faculty employee is on an unpaid leave of absence or is employed less than a full academic year.
- 16.14.1 A contract or regular faculty employee on unpaid leave of absence shall have their entitlement to sick leave reduced by one day for each month the employee is on the leave of absence without pay.
- 16.14.2 A contract or regular faculty employee employed for less than 100 percent of contract due to reduced contract or unpaid leave of absence shall have their entitlement to sick leave reduced on a pro rata basis.
- 16.14.3 A contract or regular faculty employee who begins employment or separates from District employment during the academic year shall have their entitlement to sick leave reduced on a pro rata basis.

Part-time Faculty Employee Sick Leave

- 16.15 Each part-time temporary faculty employee shall be entitled to two days (16 hours) of paid sick leave per quarter. Sick leave shall be cumulative from quarter-to-quarter.

Full-time Faculty and Part-time Faculty Sick Leave Deduction

- 16.16 Full-time faculty and part-time faculty employees shall have eight hours of leave deducted for a day's absence because of illness or injury. If a faculty employee is absent because of illness or injury for less than a full day, sick leave shall be deducted as specified in Appendix F. Sick leave shall be recorded using the online leave reporting system. If the online leave reporting system is unable to support a particular leave request, the leave report shall be recorded on the leave report forms required by Section 16.40.

Overload Sick Leave Accrual and Deduction

The following provisions for accrual and usage of sick leave related to overload assignments shall be effective upon conclusion of programming and implementation in the District leave system. Until then, current procedures for accruing and using sick leave related to overload assignments (procedures equivalent to procedures for part-time faculty employees) shall remain unchanged.

- 16.17 Full time faculty employees with Article 7 assignments (overload) shall be entitled to sick leave, in addition to sick leave entitlement associated with their full-time position (Section 16.13 and 16.14), proportional to load associated with the Article 7 assignment(s). For example, an overload of 0.125 produces $0.125(10 \text{ days}) = 1.25$ additional days (10 additional hours) of sick leave.
- 16.18 Full-time faculty employees with Article 7 assignments (overload) shall have 30% of the additional sick leave earned in a given quarter deducted for a day's absence in that quarter. For example, an overload of 0.125 produces ten additional hours of sick leave, therefore 30 percent of ten hours, or three hours, shall be deducted for a day's absence from the overload assignment.

Medical Necessity Exemption

- 16.19 In cases of a serious medical procedure or health condition of protracted duration that affects acceptance of an assignment, a part-time faculty member may be granted a medical necessity exemption in accordance with Article 7.18.2.1 for purposes of accessing sick leave and retaining appropriate service credit for the assignment.

Use of Sick Leave Unrelated to Employee Illness/Injury

- 16.20 Each faculty employee shall be entitled to use accrued sick leave for purposes unrelated to the employee's own illness or injury as described below. "Immediate family" for purposes of Section 16.20.1 and 16.20.2, has the meaning prescribed by Section 16.7. "Child" for the purposes of Section 16.20.3 has the meaning prescribed by Section 16.7.
- 16.20.1 Each faculty employee shall be entitled to use up to twelve (12) weeks of accumulated sick leave, consistent with the CFRA and FMLA, for the diagnosis, care, or treatment of an existing health condition or serious illness of, preventative care for, or death of an immediate family member.
- 16.20.2 Each faculty employee shall be entitled to use up to six (6) days of accumulated sick leave on an annual basis for the purposes of:
- 16.20.2.1 Accident involving the person or property of the faculty employee or faculty employee's immediate family; or
- 16.20.2.2 Obtaining or attempting to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the employee or their child, for an employee who is a victim of domestic violence, sexual assault, or stalking.
- 16.20.2.3 Leave for this purpose shall be deducted from the appropriate sick leave bank. For Article 26 employment, faculty can access other part-time or full-time sick leave when they exhaust summer sick leave. .

Required Medical Certification

- 16.21 Each faculty employee who has been absent from scheduled duties because of illness or injury for five or more consecutive school days or who is absent from an assignment as defined in Article 7.16.1 for five or more consecutive hours of the assignment or who is absent from scheduled duties on a regular and repeated basis, shall, at the request of the Board, submit a statement from their physician or other qualified practitioner stating the medical reason for the absence and certifying the employee's ability to return to work.

Maternity Leave

- 16.22 In accordance with Education Code Section 87766, faculty employees shall be eligible to use sick leave for absence due to temporary medical disability caused by or contributed to by pregnancy, miscarriage, childbirth, or recovery there from. The length of the leave of absence, including its beginning and ending dates, shall be

determined by the faculty employee and the employee's physician. Such determination shall be based upon the employee's ability to perform the employee's assigned duties.

- 16.22.1 Maternity leave shall comply with applicable provisions of the federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) and Pregnancy Disability Leave Law (PDLL).
- 16.22.2 Following the expiration of maternity leave, a faculty employee may request partial or full leave of absence without pay in accordance with Section 16.35.

Parental Leave

- 16.23 A faculty employee is entitled to leave in accordance with Education Code Sections 87780.1 and 87784.5.
 - 16.23.1 Under certain conditions, and in accordance with Education Code 87780.1, a faculty employee who has been employed for at least 12 months shall be entitled to up to 12 weeks of Parental Leave for the purpose of bonding with a child. The faculty employee should consult with the District Office of Human Resources regarding eligibility, application procedures, and other procedures related to Parental Leave. The following provisions for Parental Leave apply:
 - 16.23.1.1 Such leave runs concurrently with Family Medical Leave under Section 16.29 and with all other paid and unpaid leaves granted by the District; except that, a faculty employee may be entitled to up to 12 weeks of Parental Leave in addition to FMLA leave taken due to serious health condition under Article 16.29.
 - 16.23.1.2 The faculty employee may use earned and accrued sick leave and earned personal necessity leave for the period of Parental Leave, up to 12 weeks of leave. Upon exhaustion of available paid sick leave and after the voluntary use of any personal necessity leave, the faculty employee shall be paid a salary differential of 50% of the faculty employee's base rate of pay for the remainder of the 12-week Parental Leave period.
 - 16.23.1.3 The maximum period of all paid and unpaid leaves, including leave provided under Section 16.24.2, for the purposes of bonding with a child shall be 12 weeks.
 - 16.23.2 Irrespective of eligibility for leave taken in accordance with section 16.23.1, a faculty employee may, in accordance with Education Code 87784.5, use up to 30 days of sick leave, less any days used for leave as provided for by Section 16.20.
 - 16.23.3 The faculty employee may take leave within one year of an infant's birth or within the first year of legally adopting a child.

16.23.4 For purposes of Section 16.23, a child is defined as a child under the age of 18 who is a biological child of the employee, a biological child of the employee's spouse or qualified domestic partner, or a child placed with the employee in connection with adoption or foster care.

16.23.5 For purposes of this section, a work week is defined as each seven-day period of Sunday through Saturday during which at least one contract or assignment day occurs.

Donation of Sick Leave

16.24 Each faculty employee may donate days of sick leave to individual District employees who, due to a serious health condition, have exhausted all accumulated sick leave. Donating faculty employees shall retain a sixty-day balance of sick leave after their donation. No employee may receive more than 40 days of donated leave per college year.

16.24.1 A "serious health condition" is defined as an illness, injury, impairment, or physical or mental condition which involves inpatient care in a hospital, hospice, or residential health care facility, or continuing treatment or continuing supervision by a health care provider as defined in 29 USC, 825.114(a) and as certified by an employee's physician or other qualified practitioner.

The Vice Chancellor of Human Resources will verify the certification for eligibility. If the certification from the employee's physician is insufficient, a certification by a physician of the District's choosing may be required, at District expense. The District may require additional medical opinions.

16.24.2 Donated leave must be in one day increments (no less than 8 hours). Recipients of donated sick leave shall be solely responsible for any state and federal taxes on the donated time. Such taxes shall be withheld at the normal rate for the recipient employee. In the event that the state or federal governments rule that a tax liability is due other than as taxed, the recipient shall be solely liable for such liabilities.

16.24.2.1 The donated sick leave may be used only when the employee has exhausted accumulated sick leave and either is not eligible for long-term disability, or is eligible but has not begun to receive the long-term coverage.

16.24.2.2 The Vice Chancellor of Human Resources shall be notified of solicitations of donations. Solicitations of donations may be made by the individual or their representatives(s). Normally, donations shall be made before the recipient employee begins extended sick leave. However, should a donation be made while the recipient employee is on extended sick leave, the donated sick leave shall extend the number of days of regular sick leave (full pay) and reduce the number of days of extended leave. Donated days will not extend the total number of days of combined sick and extended sick leave but the recipient employee shall be paid the difference between regular and

extended sick leave for each day of donation that is received after extended sick leave has begun. In no case shall sick leave donation occur once the recipient employee begins leave under Article 22.11 of this *Agreement*.

16.24.2.3 Donations of sick leave shall be authorized by a signed pledge form prepared by and filed with the District Office of Human Resources. In the event several faculty employees donate sick leave, the sick leave shall be used in the order in which the signed pledge forms are filed with the District Office of Human Resources.

16.24.2.4 If the employee does not use all donated sick leave, the sick leave shall be returned to the donating faculty employee(s).

Either the Board or FA may reopen negotiations on this section at any time by delivering a written request to reopen to the other party.

Additional Provisions Governing Sick Leave

16.25 Notwithstanding any other provision of this article:

16.25.1 The Board itself may grant additional days of sick leave with full pay beyond that to which an employee is otherwise entitled under this article;

16.25.2 Sick leave accumulated in other California Community College or K-12 districts shall be credited to a faculty employee of the District upon request and certification as provided in Education Code Section 87782 and 87783 if the application for transfer from each district is made within (a) three years succeeding the academic year in which employment in the other California school district is terminated, or (b) a period greater than three years during which the faculty employee retains reemployment rights under a local bargaining agreement in effect in the other California school district.

16.25.3 Sick leave accumulated in the District by a part-time faculty employee prior to their employment as a District contract or regular faculty employee shall be credited to the faculty employee's full time sick leave upon request. The faculty employee may request Human Resources to transfer the accumulated part-time sick leave to full-time sick leave provided that the request is made within one year from the date of hire as a probationary employee.

Extended Sick Leave

16.26 Each contract or regular faculty employee shall be entitled to extended sick leave for illness or injury which shall be applied following the exhaustion of all current and accumulated sick leave. Current sick leave is that leave earned or expected to be earned for the year and is applied prior to any accumulated sick leave carried over from the prior year. Extended sick leave eligibility shall begin with the first day of absence following the exhaustion of current sick leave and continues for up to 180 calendar days. Extended sick leave shall be granted in increments of not less than one full day for each working day of absence due to illness or injury.

16.27 A faculty employee on extended sick leave shall be entitled to extended sick leave pay as follows:

16.27.1 For a full month's absence, an amount that equals $66 \frac{2}{3}$ percent of the employee's "basic monthly earnings" on the date they were actually last at work, to a maximum payment of \$9,000 per month. "Basic monthly earnings" means $\frac{1}{12}$ th of the employee's annual contract salary;

16.27.2 For less than a full month's absence, an amount that equals an appropriate fraction of the extended sick leave pay calculated under 16.27.1. The fraction shall be determined by dividing the number of days of absence during the partial month by the number of contract days in the month.

16.28 After the exhaustion of all accumulated and extended sick leave, a faculty employee may return to work, resign, resign for the purpose of retirement, or apply for an unpaid leave due to disability. If the employee applies for an unpaid leave, a leave of up to three academic quarters shall be granted. Such a leave shall be unpaid except as provided for under Article 22.11.

At the conclusion of the unpaid leave for disability, the employee may return to work, resign, resign for the purpose of retirement, or apply for an extension of the unpaid leave for disability not to exceed one academic quarter. If the employee fails to return to work, resign, resign for the purpose of retirement, or to apply for an extension of the leave or if the request for extension of a leave is denied, and the employee continues to be unable to perform the essential functions of the job as certified by an authorized medical practitioner, the employee may apply for State Teachers Retirement System (STRS) disability allowance.

16.28.1 If the faculty employee has applied for and has been determined to be eligible for a disability allowance by the STRS, the leave due to disability shall be extended for the term of the disability but not more than 39 months in accordance with Education Code Section 87789. During this leave, if the employee remains eligible for STRS disability allowance, the leave shall not constitute a break in service and the employee remains a qualified faculty employee for the purpose of receiving health benefits.

16.28.2 If the employee does not apply for or is not eligible for STRS disability allowance and does not return to work, resign, or resign for the purpose of retirement, the employee may apply for additional leave or the District may proceed in accordance with due process provisions of the Education Code.

In the event a qualified employee remains disabled beyond the period of accumulated and extended sick leave, they shall be eligible to receive long-term disability insurance benefits under Article 22.11 in the manner prescribed in the District's long-term disability insurance policy. Each disabled contract or regular faculty employee who is receiving long-term disability insurance payments shall, following the exhaustion of all accumulated and extended sick leave, remain a qualified faculty employee for the purpose of receiving health benefits while on an approved leave under Section 16.28.

Family Medical Leave

16.29 In accordance with the federal Family Medical Leave Act and the California Family Rights Act (collectively "FMLA"), under certain conditions qualifying faculty

employees may be eligible for an unpaid leave of absence for up to 12 weeks for reasons related to their own serious health condition or family circumstances. Qualifying family circumstances include birth, adoption, or foster placement of a child, or the care of a child, spouse, parent, or member of the immediate household with a serious health condition which requires the employee to care for the family member (see Appendix T.).

- 16.29.1 When qualifying circumstances exist, faculty may, but are not required, to request FMLA leave; faculty may instead request an Unpaid Leave of Absence under Article 16.35.
- 16.29.1 Faculty employees requesting a leave for qualifying circumstances should consult with the District Office of Human Resources regarding eligibility, terms of leave, benefits under FMLA versus Unpaid Leave of Absence, and application and other procedures related to leave.
- 16.29.2 Faculty employees who qualify for paid benefits under Article 22.1 shall continue to receive paid medical benefits while on FMLA leave.
- 16.29.3 Use of FMLA leave for a qualifying circumstance, including the employee's own serious health condition, runs concurrently with other paid and unpaid leaves granted by the District.

State Disability Leave (SDI) – Part-Time Faculty Employees Only

16.30 In accordance with Article 7.28.3, part-time faculty employees shall be eligible for the following benefits, effective April 1, 2011:

- 16.30.1 State Disability Insurance (SDI). After the exhaustion of sick leave provided under Section 16.15, the part-time faculty employee shall be eligible to file with the Employment Development Department (EDD) for disability benefits in accordance with SDI filing dates and processes; and,
- 16.30.2 Paid Family Leave Insurance (PFL). Part-time faculty employees who must be absent from scheduled duties to care for a seriously ill child, spouse, parent, or registered domestic partner, or to bond with a new child shall be eligible to file with the Employment Development Department (EDD) for paid family leave benefits in accordance with SDI filing dates and timelines and definition of "serious health condition."

It shall be entirely the responsibility of the part-time faculty employee to file for SDI benefits in accordance with EDD statutes and regulations, and the District shall have no responsibility for interpreting SDI regulations and timelines or ensuring that the part-time faculty employee acts in compliance with them. Questions about SDI coverage shall be directed to the Employment Development Department (<http://www.edd.ca.gov/Disability>).

Exchange Leave

16.31 A contract or regular faculty employee who meets the requirements prescribed by law may request an exchange leave pursuant to Education Code Section 87422.

Military Leave, Legislative Leave, Industrial Accident Leave

- 16.32 A contract or regular faculty employee who meets the requirements prescribed by law may request and shall be granted:
- 16.32.1 An unpaid military leave under Education Code Section 87700;
 - 16.32.2 An unpaid legislative leave under Education Code Section 87701; or
 - 16.32.3 An industrial accident leave of up to 60 days under Education Code Section 87787 and the rules described in that section.

Leave for Jury Duty

- 16.33 A faculty employee called for jury duty in the manner provided for by law may request and shall be granted a jury duty leave of absence. Such a leave shall be with pay, provided the amount the faculty employee receives for jury fees, excluding mileage allowance, shall be deducted from their regular earnings. In lieu of a pay reduction, the employee may waive the jury duty fee or accept and submit the fee to the Foothill-De Anza Foundation and receive full pay. Verification of jury duty (summons or court statement), and of any waiver or submission of jury duty payment, shall be attached to the leave report or submitted directly to District Payroll.

College Assigned Business Leave

- 16.34 If a faculty employee at the request of a Division Dean or appropriate administrator is required to attend a conference, meeting, workshop, or other activity that conflicts with the faculty employee's scheduled duties, the faculty employee shall be granted College Assigned Business Leave. Such leave shall also be granted to a faculty employee whose service as an official representative of the college or as an appointee in a statewide governance process conflicts with the employee's scheduled duties. Such leave may also be granted for participation in a statewide accreditation process that conflicts with the employee's scheduled duties. All leave provided under this section shall be approved in advance by the appropriate administrator and reported as College Assigned Business on the Leave Report. College Assigned Business shall be indicated on the leave report but shall not result in leave deduction.

Unpaid Leaves of Absence

- 16.35 Each contract or regular faculty employee may request a full-time or partial leave of absence without pay for any period not exceeding two years. An employee who wishes to apply for a leave shall submit a written request for a leave of absence without pay to the President or their designee at least three months before the desired commencement of the leave unless they cannot file a timely request because the leave is needed to meet an unforeseen emergency. If a requested leave of absence is for a period of one month or more, the request shall be forwarded to the Board itself for review and action. By mutual agreement of the Board and the employee, a leave of absence without pay or any extension of a leave without pay may be extended for an additional period that does not exceed one year.

A faculty employee on a partial unpaid leave of absence shall continue to fulfill the appropriate pro rata share of the duties that would have been required had that

employee continued to serve as a full-time employee.

- 16.35.1 Before requesting a new unpaid leave of absence beyond the initial two-year period, a faculty employee must return to full-time paid status for a period at least as long as the period of unpaid leave, provided the new unpaid leave is not legally required.
- 16.35.2 A faculty employee on full unpaid leave shall not be assigned part-time (overload) assignments under Article 7.
- 16.36 If during an unpaid leave a faculty employee continues to meet the definition of a “qualified faculty employee” under Article 22.1, they shall continue to receive paid benefits. If the faculty employee on unpaid leave does not meet this definition, they may continue to receive paid benefits by reimbursing the District in advance for the full premium or its equivalent.
- 16.37 During a partial unpaid leave, the faculty employee shall receive the appropriate pro rata share of the salary including all earned Professional Achievement Awards they would have received had they continued to serve as a full-time employee and shall earn credit for sick leave and personal necessity leave on a pro rata basis. During a full-time leave of absence without pay, a faculty employee’s salary including all earned Professional Achievement Awards shall be adjusted as follows:
 - 16.37.1 For ten-month (175-day) faculty employees, the employee’s full annual salary shall be reduced by 1/175th for each day of unpaid leave;
 - 16.37.2 For eleven-month (195-day) faculty employees, the employee’s full annual salary shall be reduced by 1/195th for each day of unpaid leave;
 - 16.37.3 For twelve-month (215-day) faculty employees, the employee’s full annual salary shall be reduced by 1/215th for each day of unpaid leave.
- 16.38 An unpaid leave of absence of one quarter or more shall not count toward the time required for eligibility for a professional development leave (Article 17), the reduced workload program (Article 18), the emeritus program (Article 19), or eligibility for advancement on the salary schedule, except as specified in Section 16.39. The period of unpaid leave is not counted for STRS service credit nor is the faculty employee able to purchase the service from STRS for an unpaid leave. The unpaid leave of absence shall not constitute a break in service.
- 16.39 A regular faculty employee may apply for an unpaid educational leave for professional development purposes. If such leave is full-time, the period of the leave shall nevertheless be included in determining eligibility for advancement on the salary schedule. In all other respects, the leave shall be identical to any other full-time unpaid leave.

Leave Report

- 16.40 It shall be the responsibility of each faculty employee to notify their Division Dean or appropriate administrator when a leave is needed. Within 10 school days after returning from an absence, each faculty employee shall sign and file a leave report for the absence, either via paper copy (provided by and submitted to the Division Dean or

appropriate administrator) or through the District Portal, in accordance with whichever procedure is required by the District.

16.40.1 In some cases, the Division office may initiate the leave report in order to facilitate timely payment for a substitute, if any. Such a leave report shall be subject to review by the faculty employee who may revise and re-submit the report before final District action is taken on the leave report, provided that the faculty employee revises the report by the appropriate deadline; i.e., within: (a) 10 school days after returning from an absence; or, (b) five school days from the date of a report initiated by the Division Office, whichever is later. For example, if the Division office initiates a report on the eighth day following the faculty employee's return, the faculty employee will have a maximum of 13 school days after the employee returns from absence. If the faculty employee fails to provide a revision by the deadline, the Division-initiated leave report shall be deemed to be accepted without change by the faculty employee.

16.41 The leave report shall be on forms provided by the Board and shall reflect all hours of absence and the dates on which they occurred.

Substitutes

16.42 Normally, the Board shall provide a substitute when a faculty employee is absent on approved leave for two or more consecutive academic hours of a class unless the Division Dean or appropriate administrator and the faculty employee mutually agree otherwise. The Board may also provide a substitute when a faculty employee is absent on approved leave for two or more non-consecutive academic hours of a class when such absences are planned and approved sufficiently in advance; for example, absence due to religious holidays, participation in federal holiday activities, or attendance at conference or training activities.

16.42.1 For the purposes of this section, an approved leave is defined as a leave that is provided under this article or a Faculty Flex Day provided under Article 27.3.

16.42.2 The faculty employee shall notify the Division Dean or the appropriate representative in the division/department either in advance of the leave or, when leave is due to emergency or unanticipated absence, as soon as practicable. The faculty employee and the administrator/representative shall work together to find an appropriate substitute.

16.42.3 In cases of planned leave, the faculty employee shall organize the course material to provide an alternate assignment during any leave time not covered by a substitute.

16.43 A day-to-day substitute assignment shall not exceed two instructional weeks.

16.43.1 Faculty employees serving as day-to-day substitutes during the regular academic year shall be paid in accordance with Appendix D. Faculty employees serving as day-to-day substitutes during the summer session shall be paid in accordance with Appendix D1.

- 16.43.2 Day-to-day substitute service shall not be used for purposes of computing the 67 percent load limitation for part-time faculty employees.
- 16.43.3 A substitute assignment in excess of two instructional weeks shall be converted into a long-term substitute assignment, and the faculty employee serving as the substitute shall be given load credit for the assignment. In such cases, long-term substitute assignments shall be counted toward the 67 percent load limitation for part-time faculty employees.