

1 **General Provisions**

2 A leave is an authorized absence from duty for a specific period of time.

3 **Sick Leave – Full Time Faculty**

4 **Accrual**

5 Full-time faculty members who work a full work year shall accrue ten (10) days sick leave per year.

6 Full-time faculty members who work fewer days than a full work year shall earn sick leave on a  
7 proportionate basis.

8 Assignments beyond the normal work year of 175 days, as stated in Article 14, shall earn additional sick  
9 leave credit on a pro-rata basis.

10 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited  
11 to each full-time faculty member.

12 Unused sick leave may be accumulated without limit.

13 Upon retirement, unused sick leave shall be coordinated with the retirement systems as provided by law.

14 **Usage**

15 Available sick leave days shall be translated into available hours of sick leave at the beginning of each year,  
16 or at the beginning of each new assignment or change of assignment that results in a change of assigned  
17 time per week.

18 Translation of sick leave days into sick leave hours shall be according to the following formula:

<u>Total days sick leave</u> 5	X	Assigned Time Per Contract/Per Week	=	Total Available Hours of Sick Leave
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19 At the end of each fiscal year, or upon a change in assignment resulting in a change in assigned time, or  
20 upon retirement or termination of employment, total available hours of sick leave shall be retranslated into  
21 days according to the following formula:

<u>Total days sick leave</u> 5	X	Assigned Time Per Contract/Per Week	=	Total Available Hours of Sick Leave
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22 For full-time faculty members who have combined assignment in both instructional and special service  
23 areas, accrual and usage shall be maintained separately for each area.

## ARTICLE 15: LEAVES

1 Sick leave can be used in increments of one-half (1/2) hour. The total hours accrued sick leave will be  
2 reduced an hour-for-hour basis for each hour of assigned time the full-time faculty member is absent.

3 If an instructor's assignment includes partial hours, we round down if the time is less than 15 minutes and  
4 round up to the nearest ½ hour if the minutes are 15 or more.

5 Examples:

Class Meeting Time	Usage	Class Hour
8:00-9:05	1 hour	1.3
8:00-9:10	1 hour	1.4
8:00-9:15	1 ½ hours	1.5
8:00-9:20	1 ½ hours	1.6
8:00-9:25	1 ½ hours	1.7
8:00-9:30	1 ½ hours	1.8
8:00-9:35	1 ½ hours	1.9
8:00-9:50	2 hours	2.0

6 Sick leave need not be accrued prior to taking such leave and sick leave may be taken at any time during the  
7 fiscal year.

8 A full-time faculty member who leaves the District and has used more sick leave than they have earned, will  
9 have the appropriate amount deducted from their final salary warrant.

### 10 **Notification**

11 A faculty member who must be absent due to illness or injury must notify the office of the appropriate Dean  
12 or supervisor of intended absence prior to the start of their work day unless conditions make notification  
13 impossible. In such case, notification should be made as soon as possible.

14 Upon return, the faculty member shall complete the agreed upon absence form available in the Manual of  
15 Forms.

### 16 **Doctor Verification**

17 A faculty member absent for five (5) working days or more may be required to present a doctor's statement  
18 stating the nature of the illness or injury and the date the faculty member is able to return. If the supervisor  
19 has reason to believe the faculty member is abusing sick leave privileges, the supervisor shall so notify the  
20 faculty member in writing and give the faculty member an opportunity to respond, and may require that the  
21 faculty member provide a doctor's statement to verify the illness or injury.

### 22 **Overload**

23 Full-time faculty shall earn overload sick leave equal to 6% of the total overload hours contracted per  
24 semester. Full-time overload sick leave shall be credited no later than one week after census.

1 Overload sick leave hours shall not be accumulated beyond the semester in which it is earned, shall be  
2 zeroed out at the end of each academic semester and shall not be used for STRS or PERS service credit.

### 3 **Sick Leave – Part-Time Faculty**

4 Part-time faculty employees shall accrue sick leave equal to 6% of the total hours contracted per semester.  
5 The part-time faculty sick leave shall be credited no later than one week after census. Part-time faculty who  
6 teaches less than .5 of a loading unit (<9 hours of lecture load, or <27 hours of lab load, or <18 hours of  
7 activity load unit) during any semester shall not accrue sick leave in accordance with this article.

8 Part-time faculty may apply personal necessity leave in lieu of authorized sick.

9 Part-time faculty who are provided a contract to teach in the Fall or Spring Semesters and due to an  
10 accident or serious illness as verified by a physician prior to commencing the semester and are unable to  
11 perform the obligations of the part-time assignment may apply accrued sick leave toward the scheduled  
12 hours.

13 Part-time faculty sick leave accruals shall be accessible on Sierra College's intranet.

14 Unused sick leave for part-time faculty shall be accrued pursuant to the provisions of Ed Code Section  
15 87781.

### 16 **Notification**

17 A part-time faculty member who must be absent due to illness or injury shall notify the office or the  
18 appropriate Dean or supervisor of intended absence prior to the start of their work day unless conditions  
19 make notification impossible. In such case, notification should be made as soon as possible. Part-time  
20 faculty shall report sick leave usage based on the class contracted hour(s) missed.

### 21 **Summer School Sick Leave**

22 All summer instructional faculty shall be granted one (1) absence of sick leave per class taught not to be  
23 accumulated.

24 All summer special services faculty shall be granted 6% of the total hours contracted for the summer not be  
25 accumulated.

26 Faculty members may apply accrued sick leave toward summer school session in case of extended illnesses  
27 or injuries as verified by doctor's statement.

### 28 **Additional Sick Leave**

29 At the beginning of each fiscal year, each full-time faculty employee shall be credited with a total of 100  
30 working days of paid additional sick leave which shall be compensated at 50% or more of the employee's  
31 regular salary.

## ARTICLE 15: LEAVES

1 Such paid leave becomes available only after the faculty employee has exhausted all entitlement to sick  
2 leave.

3 For purposes of counting, the 100 days shall begin to run on the eleventh day of absence of the school year  
4 due to illness or accident.

5 The amount a faculty is paid while such leave is running shall not exceed the employee's regular pay. This  
6 leave shall not accumulate from year-to-year. Additional sick leave can only be used for extended illnesses  
7 or injuries. In any event, the absence or illness must be verified by a physician.

### 8 **Personal Necessity Leave**

9 A maximum of six (6) days leave may be used by the full-time faculty at his/her election, in cases of personal  
10 necessity, for any of the following:

- 11 • Death or serious illness of a member of the faculty's immediate family when additional leave is  
12 required beyond that provided in the bereavement leave provisions of the Agreement.
- 13 • Accident, involving the faculty's persons or property of a member of the immediate family.
- 14 • Appearance in any court or before any administrative tribunal as a litigant, party, or witness under  
15 subpoena or any order made with jurisdiction.
- 16 • Other reason, solely with prior approval and within the discretion of the AEA.

17 Members of the "immediate family" shall mean:

- 18 • Any member of the immediate household of the faculty member.
- 19 • Mother, father, son, daughter, grandmother, grandfather, or grandchild of the faculty member or  
20 of the faculty member's spouse or domestic partner.
- 21 • Spouse, domestic partner, son-in-law, daughter-in-law, brother, sister of the faculty member.

22 Up to two (2) days may be utilized by the faculty for personal business with 24 hours prior notification, if  
23 circumstances permit, to the AEA.

24 When circumstances permit, full-time employees are required to request personal necessity leave from  
25 their immediate supervisor prior to the start of their work day in which the absence is requested. It shall be  
26 the faculty's responsibility to identify the nature of the absence, if applicable, immediately upon return.

27 Personal necessity is charged against sick leave.

### 28 **Birth and Adoption Leave**

29 A full-time faculty member is entitled to up to ten (10) days paid leave each year (non-accumulative) for the  
30 purposes of child care after birth or adoption, or processing an adoption. Birth and Adoption leave stands  
31 alone and shall not be deducted from other leave entitlements.

32 Part-time faculty shall be entitled to the equivalent of two consecutive calendar week assignments paid  
33 leave each year (non-accumulative) for purposes of child care immediately after the birth or adoption, or  
34 processing an adoption. Birth and Adoption leave stands alone and shall not be deducted from other leave

1 entitlements. Part-time faculty shall provide a minimum of 30 days advanced written notice to their AEA of  
2 their intent to utilize Birth or Adoption Leave. In case of unforeseen circumstances when 30 days' notice is  
3 impracticable, the part-time faculty shall contact their AEA as soon as possible regarding the need to access  
4 their Birth or Adoption Leave.

#### 5 **Bereavement Leave**

6 The District agrees to grant necessary leave of absence with pay at the full-time faculty's full salary not to  
7 exceed three (3) days if less than 250 miles travel is required or five (5) days if more than 250 miles or out-  
8 of-state travel is required on account of the death of any family member of the immediate family of the  
9 employee as defined previously in this Article.

10 The District agrees to grant a necessary leave of absence with pay at the part-time faculty's salary not to  
11 exceed three (3) consecutive scheduled days in a workweek if less than 250 miles travel is required or five  
12 (5) consecutive scheduled days in a workweek if more than 250 miles or out-of-state travel is required on  
13 account of the death of any family member of the immediate family of the employee as defined previously  
14 in this Article.

15 It shall be the faculty member's responsibility to verify a bereavement leave upon return to work by filling  
16 out and signing the absence verification form.

17 Bereavement Leave stands alone and shall not be deducted from other leave entitlements. The  
18 Superintendent may grant additional days of absence with compensation in cases of demonstrated need.

#### 19 **Industrial Accident and Illness Leave**

20 Full-time faculty who sustain an injury or illness arising directly out of and in the scope of their employment  
21 shall be eligible for a maximum of 60 working days of paid leave in any one fiscal year.

#### 22 **Commencement of Industrial Accident or Illness Leave**

23 Industrial Accident or Illness Leave shall commence on the first day of absence. Industrial Accident or Illness  
24 Leave will be reduced by one day for each day of authorized absence, regardless of a compensation award  
25 made under workers' compensation.

#### 26 **Usage**

27 Industrial Accident or Illness Leave is to be used in lieu of normal sick leave benefits. When entitlement to  
28 Industrial Accident or Illness under this section has been exhausted, entitlement to other sick leave, or other  
29 paid leave shall be used. If, however, a faculty member is still receiving temporary disability payments under  
30 the workers' compensation laws of the State at the time of the exhaustion of benefit under this section,  
31 he/she shall be entitled to use only so much of his/her accumulated and available sick leave or other paid  
32 leave, which when added to the workers' compensation award provides for a day's pay at the faculty  
33 member's full-time salary. Payment for salaries on any day shall not, when added to an award granted  
34 under the workers' compensation laws of this State, exceed the normal wage for the day.

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2 This leave shall not be accumulative from year to year. When an industrial accident or illness occurs at a  
3 time when the full sixty (60) days will overlap into the next fiscal year, the faculty member shall be entitled  
4 to only that amount remaining at the end of the fiscal year in which the industrial injury or illness occurred,  
5 for the same illness or injury.

6 Upon exhaustion of all leaves provided, the faculty member may request a leave of absence without pay  
7 not to exceed the remainder of the school year plus one year.

### 8 **Jury Service Leave**

9 The District agrees to grant full-time faculty called for jury duty leave of absence without loss of pay for the  
10 time the faculty member is required to perform jury duty during the faculty member's regular scheduled  
11 work day.

12 The District agrees to grant part-time faculty members called for jury duty leave of absence without loss of  
13 pay for the time the part-time faculty member is required to perform jury duty at a time that is scheduled  
14 during the faculty member's scheduled assigned time.

15 The District shall pay the faculty member the difference, if any, between the faculty member's regular  
16 salary and the amount received for jury duty less meals, travel, and parking allowances. Fees received from  
17 jury service rendered during any portion of the faculty member's regularly scheduled work day shall be  
18 turned over to the Payroll Department.

19 Faculty members called for jury duty shall notify their supervisor of service date(s) upon receiving notice  
20 from the officer of the court.

21 Upon completion of jury service, it shall be the faculty member's responsibility to verify dates and hours of  
22 service.

### 23 **Military Leave**

24 Faculty of the District shall be granted military leave to which they are entitled, under law, as full-time or  
25 part-time faculty employees. Faculty members shall be required to request military leaves in writing, and  
26 upon request, to supply the District with orders and status reports.

### 27 **Sabbatical Leave**

#### 28 **General**

29 Sabbatical leaves may be granted to full-time faculty employees for study, research, and other professional  
30 development plans acceptable to the Board of Trustees.

#### 31 **Type of Sabbaticals:**

32 Year – 2 consecutive semesters

33 Semester – any one semester

1     **Eligibility**

2     A sabbatical leave applicant must have rendered a minimum of six (6) consecutive years of full-time service  
3     with the District prior to the commencement of his/her first sabbatical leave. After completion of his/her  
4     first sabbatical leave, a faculty member may apply for additional sabbatical leaves every six (6) consecutive  
5     years of full-time service with the District.

6     **Number of Leaves**

7     The number of sabbatical leaves granted is at the discretion of the Board of Trustees. A maximum of 6% of  
8     eligible faculty members may be granted sabbatical leaves as charged to a school year. All approved  
9     sabbatical(s) shall be charged to the subsequent school year to determine eligibility for the following school  
10    year. A sabbatical for one year or one semester shall be counted as “one”.

11    **Compensation**

12    Salaries of faculty employees for the academic year during which his/her sabbatical leave occurs shall be as  
13    follows:

- 14       • Full academic year – 80% of annual salary
- 15       • Full semester – 95% of annual salary

16    During the academic year in which the sabbatical is granted, the faculty member may receive non-District  
17    compensation for sabbatical-related activities, which when added to the District-paid compensation will not  
18    exceed 100% of the faculty member’s regular salary. Compensation for sabbatical-related activities in  
19    excess of this amount must have prior authorization by the Board of Trustees.

20    Under special circumstances the teaching of an overload while on sabbatical may be permitted if the  
21    sabbatical proposal includes the overload and the overload is recommended for approval by the Sabbatical  
22    Leave Committee.

23    The recipient (faculty member) of a full- or half-year sabbatical shall be required to both return to District  
24    employment for a period of service equal to twice the length of his/her sabbatical leave and comply with  
25    the terms of his/her approved sabbatical leave. The sabbatical leave recipient shall be required to furnish a  
26    bond or sign an agreement obligating him/her to make restitution to the District in the full amount of  
27    annual salary (one half annual salary in the case of a half-year sabbatical) for either failure to return to  
28    District employment for a period of service equal to twice the length of his/her sabbatical leave or failure to  
29    comply with the terms of his/her approved sabbatical leave.

30    The sabbatical leave shall be considered as time in service in the District for salary schedule purposes.

31

1     **Sabbatical Leave Committee**

2     The Sabbatical Leave Committee shall consist of the following:

- 3             • Vice President of Instruction, Chair
- 4             • Appropriate Educational Administrator (AEA) – at least one representing each of the instructional
- 5                 divisions and at least one representing Student Services, with a minimum of six (6) up to a
- 6                 maximum of eight (8).
- 7             • Faculty member selected by the Association, with a minimum of six (6) up to a maximum of eight
- 8                 (8).

9     **Process for Granting Sabbaticals**

10    The Committee will agree on its own procedures. By October 15th of each year, the Sabbatical Leave

11    Committee shall prepare and publish a statement of sabbatical criteria regarding sabbaticals for the

12    following year.

13    Applicants for sabbatical leave must submit a Sabbatical Leave application which includes a detailed

14    description of the proposed program.

15    Sabbatical leave applications must be submitted to the Vice President of Instruction no later than the first

16    instructional day in December of the year preceding the academic year for which the sabbatical leave is

17    requested.

18    The Sabbatical Leave Committee shall meet within the second week of December to screen applications for

19    sabbatical leaves and hear proposal presentations by applicants.

20    The Committee shall forward the names of those faculty members recommended for sabbaticals to the

21    President in force-ranked order. Those faculty members not recommended shall be notified of denial.

22    Faculty members whose sabbatical requests are denied shall be given an opportunity to meet with the

23    chairperson to discuss the reasons for denial.

24    The President will review the sabbatical leave proposals submitted by the Committee and determine the

25    number to be recommended. The final list will be forwarded to the Board of Trustees. Faculty members

26    will be notified of the Board of Trustees approval of sabbatical leaves.

27    **Return from Sabbatical**

28    Within thirty (30) days after the beginning of the term following the sabbatical, a written report shall be

29    submitted to the Sabbatical Leave Committee including, where applicable:

- 30             • A transcript of work taken and units earned.
- 31             • A summary of his/her travel or activities.
- 32             • A statement of the educational benefits derived.



- 1 • Evidence that the objectives stated in the initial application have been met.

2 A faculty member shall not be considered as having completed the requirement of a sabbatical leave until  
3 the report has been approved by the Committee and the President.

4 Upon the faculty member's return from leave, he/she shall be entitled to return to the position held at the  
5 beginning of the leave, if it exists, or to an equivalent position.

6 No grievance may be filed in regard to any decision of the Sabbatical Leave Committee other than for  
7 alleged procedural violations.

## 8 **IN-SERVICE LEAVE**

### 9 **General**

#### 10 **Full In-Service Leave (100%)**

11 Full-time faculty employees may request a leave of absence without pay for up to two (2) years in full  
12 semester increments for study, research, related employment, travel or other activities to increase their  
13 knowledge, skills, and abilities necessary to perform their duties upon approval of the Board of Trustees.

#### 14 **Partial In-Service Leave (Less than 100%)**

15 Partial In-Service leave may be requested for the same purposes as stated above.

#### 16 **Eligibility**

17 A full-time faculty member may request an in-service leave upon completion of three (3) consecutive years  
18 of service. Such leave may be granted not more than once every five (5) years. Such leave shall not be  
19 counted in computing the next five-year period which must elapse before the granting of another in-service  
20 leave.

#### 21 **Number of Leaves**

22 The maximum number of full-time faculty on such leave at any one time may not exceed five percent (5%) of  
23 full-time faculty in the bargaining unit.

#### 24 **Employment Status**

25 Time spent on an in-service leave shall be considered as time in active status for salary step advancement  
26 and for sabbatical leave eligibility.

27 During an in-service leave, benefits will be provided only if the faculty member complies with the provisions  
28 of Sabbatical Leaves (above) regarding posting a bond or signing an agreement as specified therein. This  
29 provision is subject to the approval of the carriers.

30

## ARTICLE 15: LEAVES

1 During an in-service leave, the faculty member's date of first paid service shall remain unchanged.

2 The granting of an in-service leave gives an employee the right to return to the position held at the  
3 beginning of the leave if it exists, or to an equivalent position.

### 4 **In-Service Leave Committee**

5 The Committee will consist of the Vice President of Instruction, a member appointed by the Association, and  
6 the applicant's Dean.

### 7 **Application/Return from Leave**

8 The application for such leave must be submitted at least one semester prior to commencement of the  
9 leave.

10 A faculty member requesting such a leave shall submit in writing a detailed description of the study,  
11 research, related employment, travel, or other activity identifying particularly those areas that will improve  
12 his/her ability to carry out the duties and functions of his/her job.

13 Upon return from the in-service leave, the faculty member will submit in writing a detailed report of the  
14 objectives accomplished and a plan for the implementation of the acquired skills as it related to their job.

15 The recipient of the in-service leave shall, if the Board of Trustees directs, sign an agreement obligating the  
16 recipient to notify the Board of intent not to return. In the case of leaves of a year or longer, such  
17 notification shall be made six (6) months prior to the date expected to return. In the case of leaves of one (1)  
18 semester, such notification shall be made thirty (30) days prior to the date expected to return.

19 A faculty member who does not return upon completion of the leave shall be deemed to have abandoned  
20 his/her position.

### 21 **Leave of Absence without Pay**

22 A leave of absence without pay may be granted to a full-time faculty member upon written request of the  
23 employee and the approval of the immediate supervisor and the Board of Trustees.

24 Leaves of absence, without pay, may be granted for a period not to exceed one year. This sub-section allows  
25 a full-time faculty member to apply for additional leave without pay by following the guidelines of this  
26 section.

27 During periods of absence without pay under this section, benefits will not be paid by the District. However,  
28 faculty members may purchase health insurance by paying the premium to the Business Office no later than  
29 the eighth (8th) day of the month preceding the month of coverage. If a premium payment is not received  
30 by the Business Office by this date, the coverage will be terminated and may not be reinstated until the  
31 faculty member returns to active status. The above provisions are subject to the rules and regulations of the  
32 health carriers.

## ARTICLE 15: LEAVES

1 Time spent on an unpaid leave under this section shall not be considered as time in active status for salary  
2 step advance. However, the faculty member's date of first paid service shall remain unchanged.

3 Upon the faculty member's return from leave, he/she shall be entitled to return to the position held at the  
4 beginning of the leave, if it exists, or to an equivalent position.

5 A faculty member who does not return upon completion of the leave shall be deemed to have abandoned  
6 his/her position.

### 7 **Reduced Load**

8 A full-time tenured faculty member may request a reduced load for one semester or one year for any  
9 purpose. The request must be submitted in writing to the appropriate Dean in the semester preceding the  
10 requested leave.

11 Faculty members who are on reduced load shall have their flex time reduced by the same percentage  
12 amount as their percentage of reduced load. The faculty member shall be required to attend the mandatory  
13 institutionally planned days and any reduction shall be applied to their individually planned days.

14 A reduced load shall be maintained at sixty percent (60%) or more as defined in Article 16. Salary and  
15 benefits shall be prorated according to the percent of load retained, and the faculty member will contribute  
16 the remaining amount to continue health and welfare benefits at 100% of the full-time level, subject to  
17 carrier approval.

18 The Vice President of Instruction, subject to Board approval, shall send a written notice of approval or  
19 disapproval of a reduced load request to the faculty member within a reasonable time after the request is  
20 made. When a reduced load request is disapproved, a reason for the action shall be given in the written  
21 notice.

### 22 **Leave of Absence with a Disability Allowance**

23 A member of the faculty who is applying for a disability allowance or for whom the District is applying for  
24 disability allowance shall be given a leave of absence without pay for a duration not to exceed 30 days  
25 beyond final determination of the disability allowance by S.T.R.S. If the employee is determined to be  
26 eligible for disability allowance by the system, such leave shall be extended for the term of the disability, but  
27 not more than 39 months. Continuation of benefits under this leave shall adhere to the provisions as  
28 outlined in Article 13 of this Agreement.

### 29 **Catastrophic Leave**

30 The District Board is authorized to grant additional leave in accordance with Education Code Section 87764.  
31 4.

32 In the event of catastrophic illness or injury, the District agrees to provide catastrophic leave to a full-time  
33 faculty member in accordance with the following provisions:

34

## ARTICLE 15: LEAVES

1 “Catastrophic illness or injury” means an illness or injury that is expected to incapacitate the faculty member  
2 for an extended period of time.

3 The faculty member has exhausted all entitlement to sick leave and has submitted a claim for income  
4 protection benefits.

5 The District will supplement the pay of the faculty member to 100% of contract until such time as the  
6 employee is eligible for the long-term disability payments which commence at the 61st work day of absence.

7 All requests for catastrophic leave must be approved by the standing committee comprised of two (2)  
8 representatives from the District and two (2) representatives from SCFA.

9 Faculty who assume the duties of the absent faculty member will be compensated at the appropriate hourly  
10 rate of pay.

11 The amount paid shall be decreased by extended leave benefits paid as a result of Education Code Section  
12 87780. If the code section is modified, this leave program will sunset and the parties will meet to negotiate a  
13 successor program.

14 Any reimbursement received by the faculty member from workers’ compensation or STRS for payments  
15 previously received for catastrophic leave will be returned to the District.

### 16 **Catastrophic Leave Program for Part-Time Faculty**

17 Part-time faculty may donate eligible sick leave hours to a part-time faculty colleague when that employee  
18 suffers from a catastrophic illness or injury. For purposes of this program, the terms are defined as follows:

- 19 • “Catastrophic illness” or “injury” means an illness or injury that is expected to incapacitate the  
20 employee for an extended period of time, and taking extended time off work creates a financial  
21 hardship for the employee because he or she has exhausted all of his or her sick leave and other  
22 paid time off.
- 23 • “Eligible leave credits” means sick leave accrued to the donating employee.
- 24 • “Part-time faculty” is identified as employees of the District whose status is exclusively that of the  
25 employee group whose employment status with the District is certificated and part-time.  
26 Excluded from this provision are all other groups including Administrators, Regular Contract  
27 Certificated faculty teaching regular and overload sections, and Regular Classified staff contracted  
28 to teach.
- 29 • “Representative of employee” is one to whom the employee has given medical power of attorney  
30 in such cases where the employee is unable to represent him/herself due to incapacitation  
31 resulting from a catastrophic illness or injury.

32 For purposes of this program, the following conditions are not covered: elective surgery; normal  
33 pregnancy; worker’s compensation claims; disabilities resulting from substance abuse;  
34 intentionally self-inflicted injuries; or, normal illnesses, such as colds, flu, allergies, headaches,  
35 etc.

1 **Eligibility to Receive Donated Leave**

2 Part-time faculty who wish to participate in this program should contact Human Resources to obtain  
3 information pertaining to medical absence reporting and required documentation. Upon verification and  
4 approval by the Associate Vice President-Human Resources, eligible leave credits may be donated to a part-  
5 time faculty member for a catastrophic illness or injury if all of the following requirements are met:

- 6 • Part-time faculty who are provided a written offer to teach by the District in either a Fall or Spring  
7 semester, or who have initiated their contractual agreement, and due to catastrophic illness or  
8 injury prior to the commencement of the semester may apply donated leave credits upon  
9 exhaustion of all accrued paid leave credits.
- 10 • The potential recipient or their representative must complete the “Part-Time Faculty Catastrophic  
11 Leave Request Form.”
- 12 • The potential recipient or their representative provides a physician’s statement of verification of the  
13 catastrophic injury or illness to Human Resources each semester, if needed. All medical information  
14 is held in confidence by Human Resources.

15 **Donation Process:**

16 If the transfer of leave credits is approved, any part-time faculty may donate eligible leave credits at a  
17 minimum of one hour increments thereafter, to a maximum of 16 hours per catastrophic illness. Requests  
18 for sick leave credits will be addressed on an individual basis. Human Resources will notify part-time faculty  
19 by District email of an eligible candidates request for donation.

- 20 • A donating part-time employee must retain no fewer than 9 hours of sick leave on record to be  
21 eligible to donate sick leave hours.
- 22 • All transfers of eligible leave credits are irrevocable. Part-time faculty who are donating sick leave  
23 must complete the Part-Time Faculty Catastrophic Leave Donation Form” available at Human  
24 Resources.
- 25 • **IMPORTANT:** Sick leave accrual is a component of the CalSTRS/PERS retirement pension calculation.  
26 Since the donation of sick leave is irrevocable, the donating employee transfers all rights to the  
27 accrued leave. Donating employees are required to sign a leave waiver form.
- 28 • Any unused donated sick leave will be transferred to a pool of donated leave to be used for the next  
29 catastrophic illness or injury event as defined in the program.

30 **Use of Donated Leave by Recipient:**

31 The maximum amount of time for which donated leave credits may be used may not exceed any one  
32 semester and no more than two semesters in a five year period. Donated sick leave will not be used in  
33 excess of the District’s contractual offer of employment nor will it be counted toward attainment of regular  
34 employment.

35

1 **Family and Medical Leave**

- 2 Faculty members of the District shall be entitled to family and medical leave pursuant to state and federal  
3 law.

