

12.3.5 Bargaining unit members terminating prior to the last workday of the month:

12.3.5.1 Bargaining unit members terminating on or after the 16th day of the month shall be entitled to full sick leave credit for that month.

12.3.5.2 Bargaining unit members terminating on or before the 15th day of the month shall receive no sick leave credit for that month.

12.3.6 Upon exhaustion of all accumulated sick leave credit, a bargaining unit member who continues to be absent under the provisions of this Article shall receive, for up to one

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currently drawing from the Bank at the time of the assessment need not contribute to remain eligible to draw from the Bank. If a participant has ten (10) or less days of remaining sick leave at the time of the assessment, they need not contribute the additional day to remain a participant in the Bank.

12.4.6 Leave from the Bank may not be used for illness or disability, which qualifies the bargaining unit member for Worker's Compensation, benefits unless he/she has exhausted all Workers' Compensation leave and his/her own paid leave.

12.4.7 When the bargaining unit member may reasonably be presumed to be eligible for disability retirement under STRS or if applicable Social Security, he/she may be requested to apply for such retirement. Failure of the bargaining unit member to submit a complete application, including medical information provided by the applicants' physician, within twenty (20) days will disqualify the bargaining unit member from further Bank payments.

12.4.8 The enrollment period will coincide with the mutually established open enrollment period for health and welfare benefits. 4(-)1.2 (5dTJ01e)-6 (f)-3-9.3 y.

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disability leave. Unpaid pregnancy disability leave shall run concurrently with any available paid leave.

A bargaining unit member who while on leave under this Article gives written notice of resignation or retirement, shall be deemed to have resigned or retired, as appropriate, on the next workday following expiration of the leave.

12.10.5 Procedures

Leave under this Article shall commence on the date indicated by the bargaining unit member in the written leave notice provided by the bargaining unit member to her/his supervisor.

The written leave notice shall specify the following:

- (A) Leave will be taken pursuant to this Article,
- (B) The date the leave commences,
- (C) The anticipated pattern of leave use if the bargaining unit member will not be absent continuously,
- (D) Whether the bargaining unit member will substitute other paid leave for leave under this Article and if so, how much paid leave, and
- (E) The anticipated date of return to continuous active service, if known to the bargaining unit member.

Leave under this Article shall terminate on the next working day following the date indicated by the bargaining unit member in the written return notice provided by the bargaining unit member to her/his supervisor.

The written return notice shall specify the following:

- (A) That the bargaining unit member is on leave pursuant to this Article,
- (B) That the bargaining unit member will return to continuous active service,
- (C) The date upon which the employee will return to continuous active service.
- (E) A doctor's clearance for returning to work if the leave is for the bargaining unit member's own health condition.

Delivery of the leave or return notice shall be by any means reasonably likely to inform the supervisor of the bargaining unit member's absence from or return to continuous active service.

If a bargaining unit member on leave under this Article determines to resign or retire without returning to continuous active service, the bargaining unit member shall provide written notice to the District, designating the last day of employment. Leave under this Article shall terminate without further notice to t

- 12.14.9 Independent study programs shall be under the sponsorship of a recognized institution, agency or research organization.
- 12.14.10 In any given school year, one (1) percent of the total number of certificated employees may be awarded sabbatical leaves. If more applicants are received than can be granted, applicants will be considered on the basis of importance of the purpose of the leave to the District.
- 12.14.11 Sabbatical leaves shall be granted for either one (1) or two (2) consecutive semesters during September through June. If the individual requesting the leave is employed by the District for more than ten (10) months of the year, his/her sabbatical leave shall be granted for either the entire year or exactly one-half (1/2) of the year.
- 12.14.12 Upon completion of the sabbatical leave, the bargaining unit member shall return to employment in the Fontana Unified School District for at least two (2) years.
- 12.14.13 A bargaining unit member returning from sabbatical leave shall be placed upon the same step on the salary schedule as he/she would have been had he/she remained in active service with the District.
- 12.14.14 The State Teachers' Retirement System counts as service for retirement only one-half (1/2) of the time spent on sabbatical leave, and only one-half (1/2) of the regular State retirement contributions are deducted from warrants received while on leave. A bargaining unit member may pay the other one-half (1/2) of his/her retirement contribution and receive full retirement credit.
- 12.14.15 Rate of Payment

A bargaining unit member on a sabbatical leave shall receive fifty (50) percent of his regular salary, computed on a monthly basis; provided, however, that the compensation for bargaining unit member(s) on sabbatical leave shall be based on the regular salary of the bargaining unit member(s) on sabbatical leave.

12.14.17 Method of payment, A or B, shall be left to the discretion of the bargaining unit member on sabbatical leave.

12.15 ACTIVE MILITARY LEAVE

Bargaining unit members on military leave shall be entitled to rights as provided by State and Federal law.

12.16 INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

12.16.1 Allowable industrial accident leave shall be for not less than sixty (60) days during which the schools of the District are required to be in session or when the bargaining unit

indemnity, if any, actually paid to and retained by the bargaining unit member for periods covered by such salary warrants.

12.16.8 Any bargaining unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.