

The Board of Education may approve study and travel leaves not to exceed one (1) year for certificated employees who have served the District for seven (7) consecutive years, and who are under sixty-one years of age. Study and travel leaves granted in any one year shall not exceed one person.

Study and travel leaves may be granted by the Board of Education from the District rather than from any given position, for the purpose of advanced study, travel study programs, and research. Such leaves are granted not as a reward for professional's services, but rather as an opportunity to prepare for improved service which will benefit the schools and the pupils of the District.

The study and travel leave programs shall operate according to the established provisions of this Agreement.

Applications for this leave will be reviewed by a Study and Travel Leave Committee for making recommendations and establishing priority to the superintendent. The superintendent will submit his recommendations to the Board of Education.

The establishment of these provisions does not void the option of the superintendent to make recommendation or the Board of Education to grant special study and travel leaves in the best interest of the District.

Compensation during a study and travel leave shall be computed as sixty percent (60%) of the pay the employee would have received had the employee remained in the employee's regular position, including any factor dependent upon special credentials, but not including any payment for special assignment or extra curricular activities.

Time spent on study and travel leave shall be credited as regular District service in the determination of years of service for sick leave, seniority, and eligibility for fringe benefits provided the requirements established for the study and travel leave have been satisfactorily met.

Persons returning from study and travel leave shall serve the District for a period not less than the length of the leave.

Applications for study and travel leave will be made in accordance with the following provisions:

1. The application for study and travel leave shall be made on the prescribed District form and submitted to the superintendent who shall call a meeting of the Study and Travel Leave Committee, as necessary, and present applications and/or applicants for review.

ARTICLE 16
STUDY AND TRAVEL LEAVE - Continued

2. The deadline for submitting application for study and travel leave for the fall semester is February 1, and the spring semester, October 1.

The Study and Travel Leave Committee shall be composed of two (2) members of the Association, selected by the Association; and two (2) members of the administration, selected by the superintendent.

A majority of the Study and Travel Leave Committee must approve a study and travel leave request for recommendations to the superintendent. Should there be more than one approved request, the applications shall be ranked in priority order by the Study and Travel Leave Committee and presented to the superintendent for his recommendation to the Board of Education.

The following criteria shall be utilized in establishing priority order for study and travel leave recommendation:

1. Contribution to the needs of the pupils and schools of the District.
2. Likelihood of continued service beyond the minimum service required at completion of leave.
3. Record of contribution to the District.

Following the granting of a study and travel leave by the Board of Education, a contract of agreement shall be completed including the following: Effective dates, salary and method of payment, number of collegiate units to be earned, and other purposes to be fulfilled.

Each employee who is granted a study and travel leave is required to furnish to the School District a surety bond in an amount equal to the total compensation to be paid to the applicant during said leave of absence. This bond is to be conditioned so as to reimburse the School District for the amount of salary paid the applicant while on leave in the event the applicant fails to render at least two years' service in the employ of the School District following his or her return from said leave of absence. The surety bond shall guarantee performance by the teacher of his contractual agreement for study or travel.

The compensation shall be paid the employee while on the leave of absence in the same manner as if the employee were teaching in the District.

Upon return from study and travel leave, the employee shall file with the superintendent a detailed report within twenty (20) days after returning, giving evidence that the provision of the leave has been met. It shall also include a personal appraisal of the experience and activities involved that will be useful to the District.

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In all cases of serious accident or illness of a prolonged nature, the superintendent shall be properly notified by registered letter within ten (10) days after the occurrence or medical diagnosis.

Should the disability extend to the point that the program has been abandoned, the study and travel leave may be terminated and either sick leave or a regular long-term leave may be substituted by mutual agreement.

If death prevents the employee from fulfilling the agreement to return to service in the District, no repayment of salary will be required from the employee's estate.

Both the governing Board and the district shall be freed from any liability for the payment of any compensation or damages provided by law for the death or injury of any employee of the district employed in the position requiring certification qualifications when the death or injury occurs while the employee is on any leave of absence.