

**ARTICLE 9**  
**LEAVES**

**9.1 Definitions**

“Paid Leave of Absence” means that a classified unit member shall be returned to the same position.

**9.1.1** Receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits.

**9.1.2** Return to the same step assignment which the classified unit member held immediately preceding the commencement of the leave.

**9.1.3** Receive credit for annual salary increments provided during the leave.

**9.2 Unpaid Leave of Absence**

A classified unit member shall be returned to the same classification(s) and step assignment which the unit member held immediately preceding the commencement of the leave.

**9.3 Immediate Family**

Definition for purposes of Bereavement Leave:

Mother, father, step-parent, grandmother, grandfather, or grandchild of the unit member or of the unit member’s spouse and the spouse, child, son-in-law, daughter-in-law, brother, sister, aunt, uncle, cousin, or step-children of the unit member or any person living in the immediate household of the unit member or has taken the place of these or acted in these roles of the unit member.

Definition for purposes of Personal Necessity Leave and Catastrophic Leave:

Mother, father, step-parent, grandmother, grandfather, or grandchild of the unit member or of the unit member’s spouse and the spouse, child, son-in-law, daughter-in-law, brother, sister, or step-children of the unit member or any person living in the immediate household of the unit member.

**9.4 Industrial Accident and Illness Leave**

**9.4.1** Maximum allowable shall be sixty (60) working days per fiscal year for the same accident.

**9.4.2** Allowable leave shall not be accumulative from year to year.

- 9.4.3 Industrial accident or illness leave will commence on the first day of absence.
- 9.4.4 Payment for wages lost on any one day shall not, when added to an award granted the unit member under the worker's compensation laws of this state, exceed the normal wage for the day.
- 9.4.5 Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under worker's compensation.
- 9.4.6 When an accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

## **9.5 Sick Leave**

- 9.5.1 All first year classified unit members shall accumulate one (1) day of sick leave of the same length as their normal work day for each month worked. A new unit member shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she may be entitled, until the first day of the calendar month after completion of six (6) months of active service with the District.
- 9.5.2 Unit members are additionally entitled to use sick leave for the illness of their parent, child, or spouse.
- 9.5.3 During sick leave, the unit member's normal pay will continue.
- 9.5.4 Unused sick leave shall accrue from school year to school year.
- 9.5.5 When a unit member is absent from his/her duties on account of illness or accident for a period of one hundred (100) working days or less, and all paid leave has been exhausted, the amount paid the unit member shall be the difference in the unit member's current salary and the first step of the unit member's range of the salary schedule. The one hundred (100) working day period shall begin on the first day of the illness or accident and will run concurrently with any paid leave the unit member has available.

## **9.6 Religious Leave**

Classified unit members shall be entitled to two (2) days of paid leave each school year charged against the unit member's sick leave to observe a recognized religious holiday or holidays of his/her faith.

## **9.7 Catastrophic Leave**

A catastrophic leave program will be established, which permits unit members to donate sick leave days to another unit member when that unit member or a member of his/her

immediate family suffers from a catastrophic illness or injury if prescribed conditions are met.

“Catastrophic illness” or “injury” means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates an immediate member of the unit member’s family which incapacity requires the unit member to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the unit member because he/she has exhausted all of his/her sick leave and other paid time off.

**9.7.1** The unit member who is, or whose immediate family member is, suffering from a catastrophic illness or injury requests that sick leave be donated and provides a physician’s verification of catastrophic injury or illness.

**9.7.2** If the transfer of eligible sick leave is approved by the school district, any unit member may, upon written notice to the district, donate eligible leave credits at a minimum of one (1) day. The recipient may receive no more than the equivalent of one hundred (100) of the recipient’s days of catastrophic leave.

**9.7.3** A day shall be defined as the number of hours the donor or recipient works during their normal work day. Example: A four (4) hour per day unit member would be eligible to receive 400 hours of catastrophic leave.

**9.7.4** The District shall return unused catastrophic leave days to the donating employee if they are not needed or used by June 30<sup>th</sup>.

To ensure that unit members retain sufficient accrued sick leave to meet needs that normally arise, donors shall not reduce their accumulated sick leave to fewer than twenty (20) days.

## **9.8 Pregnancy Disability Leave**

**9.8.1** Unit members are entitled to use sick leave as set forth in Personal Illness and Injury Leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom on the same terms and conditions as those governing leaves of absence from other illness or medical disability.

**9.8.2** Unit members absent as a result of pregnancy disability shall have the option of either receiving or not receiving pay during the period of this disability.

**9.8.3** A unit member whose pregnancy has been verified shall report her condition to her supervisor not later than ninety (90) days prior to the expected delivery date, and indicate her possible plans if she intends to request a leave of absence other than that of temporary disability due to pregnancy, miscarriage, childbirth, or recovery therefrom.

**9.8.4** The length of the Pregnancy Disability Leave of absence, including the date on which the leave shall commence and the projected date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician and notification provided to the District concerning such dates.

**9.8.5** The unit member shall, upon request, submit a statement from her physician certifying that she is medically released to resume assigned duties and responsibilities.

## **9.9 Parental/Child Bonding Leave**

**9.9.1** Unit members with at least 12 months of service at the District are eligible to take up to 12 workweeks of parental/child bonding leave within the 12-month period following the birth of a child of the employee or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

**9.9.2** Unit members accessing paid parental leave under this section shall use all current and accumulated illness/injury during the 12 workweek period. Upon exhaustion of current and accumulated illness/injury leave, the employee will receive the difference between his/her regular salary and the substitute's salary, or the salary a substitute would have received, or 50% of the employee's regular salary, whichever is greater. The employee shall continue to receive health and welfare benefits. No unit member will receive both regular and differential pay.

**9.9.3** The unit member shall provide the District with at least 30 days' advance notice of the expected date of delivery signed by a health care provider, or with the expected date of placement of the child in the home of the unit member in the case of adoption or foster care, If 30 days' advance notice is not possible, the unit member shall notify the District of the expected date of birth or placement as soon as possible.

**9.9.4** If both parents are employees of the District, both shall be entitled to this leave up to a cumulative 12 weeks unless the law requires more.

**9.9.5** Parental leave under this section shall run **concurrently with baby bonding leave** under CFRA. It is the intent of this section to implement the terms and conditions of Education Code Section 44977.5 and Government Code 12945.2, and further interpretations of these laws will apply.

**9.9.6** Following the 12 work week period of parental/bonding leave, the unit member may request, and the Board in its sole discretion may grant, an additional unpaid child rearing leave in accordance with the other provisions of this Article.

## **9.10 Child Rearing Leave**

**9.10.1** A child rearing leave without pay may be granted to a unit member regardless of the child's age. Child rearing leave may be granted after the birth of a child, when a unit member adopts a child, or when other circumstances warrant such leave. Child rearing leave may be in addition to any Pregnancy Disability Leave a unit member may be entitled to receive.

**9.10.2** The unit member is subject to transfer and or reassignment on the same basis as other unit members.

**9.10.3** During an approved child rearing leave the unit member shall be entitled to continue all medical insurance coverage (health, dental, vision) at the unit member's cost as provided in above.

**9.10.4** No later than three (3) weeks before the end of an approved child rearing leave, the unit member shall notify the District Office in writing of the following:

- a. intent to return to duties at the expiration of the leave; or
- b. their resignation and effective date; or
- c. a request for extension of unpaid leave.

**9.10.5** The period of the leave shall not exceed two (2) years.

## **9.11 Bereavement Leave**

Every classified unit member shall be entitled to three (3) days of paid leave of absence, or five (5) days if more than 300 miles or out of state travel is required, on account of the death of any member of the unit member's immediate family. This leave shall not be deducted from sick leave.

## **9.12 Personal Necessity Days**

**9.12.1** Short-term paid leave of absence shall be granted for the following purposes when substantiated to the satisfaction of the Superintendent and charged to sick leave for a maximum of seven (7) days per school year.

**9.12.2** Death of a member of the immediate family when leave is needed beyond that provided in Article 9.11 above (Bereavement Leave).

**9.12.3** Accident or illness involving his/her person or property or the person or property of the unit member's immediate family.

**9.12.4** Appearance in court or any administrative tribunal as a litigant, party or witness under subpoena or under any order made with jurisdiction.

**9.12.5** To attend the funeral of a dear friend within one hundred (100) miles.

## **9.13 Personal Business Day**

Each unit member shall be entitled to use two (2) days of his/her sick leave allotment during each school year in case of personal business. In addition, a unit member may carry over one (1) day to the next year for maximum at any one time of three (3) days. If all three (3) days are utilized in a given year, then the unit member would begin the following year with two (2) days.

#### **9.14 Short-Term Leave**

The Superintendent may grant a unit member a paid or unpaid leave of absence.

**9.14.1** Unpaid leave of absence: A unit member may request an unpaid leave of absence for up to ten (10) days by sending a written request to the superintendent as soon as possible prior to the commencement of the leave.

**9.14.2** Partial paid leave of absence: A unit member may request a partially paid leave of absence under the following conditions:

**9.14.2.1** The unit member shall have been employed in the district for two (2) years.

**9.14.2.2** The unit member must apply in writing to the superintendent or site administrator for such leave no later than ten (10) working days prior to its anticipated commencement.

**9.14.2.3** The partially paid short-term leave will only be granted once every three (3) years per unit member.

**9.14.2.4** The partially paid short-term leave shall be for a fixed period of time equal to two (2), three (3), four (4), or five (5) consecutive school days.

**9.14.2.5** During the leave, the unit member will be paid his/her regular salary minus the cost of a substitute or the first step of the unit member's salary range whichever is less. In the event it is not appropriate to hire a substitute for the unit member, an amount equal to the district's substitute pay for said position will be deducted.

**9.14.2.6** This leave is designed for those rare occasions when a unit member needs a short-term leave of absence that cannot be addressed by other leaves offered in this contract or board policy. A "rare occasion" is defined as an "uncommon" or "unusual" event, circumstance or incident.

#### **9.15 Jury Leave**

A classified unit member shall be granted paid leave of absence when summoned to serve on Jury Duty. Any fee exclusive of expense fees paid, up to the amount of the unit member's salary during the time of such duty, shall be remitted to the District.

## **9.16 Other Leave of Absence**

The Superintendent or designee may grant a Classified Unit member an unpaid leave of absence under the following conditions:

**9.16.1** The unit member should have been employed in the District for the past consecutive two (2) years.

**9.16.2** The leave should be granted for any period of time equal to one (1), two (2), three (3), or four (4) school semesters.

**9.16.3** The unit member shall apply to the Board for such leave no later than thirty (30) days before its anticipated commencement.

**9.16.4** The Superintendent or designee will inform the unit member of the decision within twenty (20) days of initial request of leave.

## **9.17 Professional Leave**

A classified unit member shall be entitled to one (1) day of paid leave of absence each school year for the purpose of improving his/her performance. Such leave may be used to visit classes in other schools or to attend workshops related to his/her performance.

## **9.18 Military Leave**

Unit members who are members of any reserve corps of the armed forces of the United States or of the National Guard, or who are inducted, enlisted or are otherwise ordered to active duty shall be granted such leave and military pay as is provided by law.

## **9.19 Reporting of Absences**

If it is necessary for a unit member to be absent from duty for any reason, the unit member shall, the evening before or as early as possible on the morning of his/her work day, telephone the Substitute Finder System™ and report the absence. The designated person will prepare appropriate records to be kept in each unit member's personnel file.