

ARTICLE VII
LEAVES

1. Definitions

A. "Paid Leave of Absence" means that a teacher shall be entitled to:

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

II. Return to the same class and step assignment which the teacher held immediately preceding the commencement of the leave.

III. Receive credit for annual salary increments provided during the leave.

B. "Unpaid Leave of Absence" means that a unit member shall be entitled to return to the same class and step assignment which the unit member held immediately preceding the commencement of the leave.

C. The definition of immediate family for purposes of Bereavement Leave is as follows:

"Immediate Family" means a 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 family member.

D. The definition of immediate family for purposes of Personnel Necessity Leave and Catastrophic Leave is as follows:

"Immediate Family" means a 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.

2. Sick Leave - Every unit member shall be entitled to one (1) day of paid leave of absence (sick leave) for each month of employment including Summer School employment whenever a Summer School program has received the Board's approval. Sick Leave may be used by a unit member for a non-work related injury or illness or for care of an immediate family member.

A. Unused sick leave shall accrue from school year to school year.

- 1 B. At the beginning of each school year, every unit member shall receive a sick
2 leave allotment equal to his/her sick leave entitlement for the school year.
- 3 C. Prior to any absence due to illness or injury, the unit member shall input the
4 absence into the District's automated staff absence tracking system.
- 5 D. The Board may require a physician's verification of illness when a unit member
6 has been on sick leave for three (3) consecutive days.
- 7
- 8 1. The Superintendent or designee may require a unit member to visit a
9 physician selected by the District and at District expense in order to receive a
10 statement as to the unit member's need for further leave of absence and a
11 prognosis as to when the unit member will be able to return to work. If the
12 statement concludes that the unit member's condition does not warrant
13 continued absence, the Superintendent or designee, after giving notice to the
14 employee, may deny further leave.
- 15
- 16 2. Before returning to work, a unit member who has been absent for
17 surgery, hospitalization, or extended medical treatment may be asked to submit a
18 letter from his/her physician stating that he/she is able to return to work and
19 stipulating any recommended restrictions or limitations.
- 20
- 21 3. Verification requirements shall not discriminate against any employee on
22 the basis of his/her religious practice.
- 23
- 24 E. The Board shall provide each unit member with a written statement of his/her
25 accrued sick leave total and his/her sick leave entitlement for the school year.
26 Such statement shall be provided no later than October 15th of each school year.
- 27 F. Unit members shall be entitled to two (2) days of paid leave each school year
28 credited against the unit member's sick leave to observe a recognized religious
29 holiday or holidays of his/her faith.
- 30

31 **3. Pregnancy Disability Leave**

- 32 A. A unit member who is disabled due to pregnancy, childbirth, or a related medical
33 condition is entitled to up to four (4) months of unpaid pregnancy disability
34 leave. The unit member must use current and accumulated illness/injury leave
35 during any period of pregnancy disability leave. The unit member may also elect
36 to use other accrued leave for which she is eligible during the unpaid pregnancy
37 disability leave.
- 38
- 39 B. Pregnancy disability leave may be taken intermittently or on a reduced work
40 schedule when medically necessary, as determined by the unit member's health
41 care provider.
- 42

1 C. The District may require a medical certification from the unit member's health
2 care provider after receipt of the unit member's notice that she has elected to
3 take pregnancy disability leave. The District may also require a release to return
4 to work from the unit member's health care provider.

5
6 D. Pregnancy disability leave under this section shall run concurrently with FMLA.
7 It is the intent of this section to implement the terms and conditions of
8 Government Code 12945, and further interpretations of this law will apply.
9

10 **4. Parental/Child Bonding Leave**

11 A. Unit members with at least 12 months of service at the District are eligible to
12 take up to 12 workweeks of parental/child bonding leave within the 12-month
13 period following the birth of a child of the employee or the placement of a child
14 with an employee in connection with the adoption or foster care of the child by
15 the employee.
16

17 B. Unit members accessing paid parental leave under this section shall use all
18 current and accumulated illness/injury leave during the 12 workweek period.
19 Upon exhaustion of current and accumulated illness/injury leave, the employee
20 will receive the difference between his/her regular salary and the substitute's
21 salary, or the salary a substitute would have received, or 50% of the employee's
22 regular salary, whichever is greater. The employee shall continue to receive
23 health and welfare benefits. No unit member will receive both regular and
24 differential pay.
25

26 C. The unit member shall provide the District with at least 30 days' advance notice
27 of the expected date of delivery signed by a health care provider, or with the
28 expected date of placement of the child in the home of the unit member in the
29 case of adoption or foster care. If 30 days' advance notice is not possible, the
30 unit member shall notify the District of the expected date of birth or placement
31 as soon as possible.
32

33 D. If both parents are employees of the District, both shall be entitled to this leave
34 up to a cumulative 12 weeks unless the law requires more.
35

36 E. Parental leave under this section shall run concurrently with baby bonding leave
37 under CFRA. It is the intent of this section to implement the terms and
38 conditions of Education Code Section 44977.5 and Government Code 12945.2,
39 and further interpretations of these laws will apply.
40

41 F. Following the 12 work week period of parental/bonding leave, the unit member
42 may request, and the Board in its sole discretion may grant, an additional unpaid
43 child rearing leave in accordance with the other provisions of this Article.
44

45 **5. Child Rearing Leave**

- 1 A. A Child Rearing leave without pay may be granted to a unit member regardless
2 of the child's age. Child rearing leave may be granted after the
3 birth of a child, when a unit member adopts a child, or when other circumstances
4 warrant such leave. Child Rearing leave may be in addition to any Pregnancy
5 Disability Leave a unit member may be entitled to receive.
6
- 7 B. The unit member is subject to transfer and or reassignment on the same basis as
8 other unit members.
9
- 10 C. During an approved Child Rearing Leave the unit member shall be entitled to
11 continue all medical insurance coverage (health, dental, vision) at the unit
12 member's cost as provided in above.
13
- 14 D. No later than three (3) weeks before the end of an approved Child Rearing leave,
15 the unit member shall notify the District Office in writing of the following:
16
17 (1) intent to return to duties at the expiration of the leave; or
18
19 (2) their resignation and effective date; or
20
21 (3) a request for extension of unpaid leave.
22
- 23 E. The period of the leave shall not exceed two (2) years.
24

25 **6. Catastrophic Leave Program** - A catastrophic leave program will be established which
26 permits unit members to donate sick leave days to another unit member when that unit
27 member or a member of his/her immediate family suffers from a catastrophic illness or
28 injury if prescribed conditions are met.

- 29 • “Catastrophic illness” or “injury” means an illness or injury that is expected
30 to incapacitate the unit member for an extended period of time, or that
31 incapacitates an immediate member of the unit member’s family.
- 32 • The “catastrophic illness” or “injury” requires the unit member to take time
33 off from work for an extended period of time to care for that family member.
34 Taking extended time off from work will create a financial hardship for the
35 unit member because he/she has exhausted all of his/her sick leave and other
36 paid time off.
- 37 • Catastrophic leave may also be used for extended bereavement time on
38 account of the death of a spouse, child, or parent.
39

- 40 A. The unit member who is, or whose immediate family member is, suffering from
41 a catastrophic illness or injury requests that sick leave be donated and provides a
42 physician's verification of catastrophic injury or illness.
43
- 44 B. The unit member has exhausted all accrued sick leave credits.

1
2 C. If the transfer of eligible sick leave is approved by the school district, any unit
3 member may, upon written notice to the district, donate eligible leave credits at a
4 minimum of one (1) day. The recipient may receive no more than (one hundred)
5 100 days catastrophic leave.
6

7 To ensure that unit members retain sufficient accrued sick leave to meet needs that
8 normally arise, donors shall not reduce their accumulated sick leave to fewer than
9 (thirty) 30 days.
10

11 **7. Bereavement Leave** - Every unit member shall be entitled to three (3) days of paid
12 leave of absence, or five (5) days if travel more than 300 miles is required, on account
13 of the death of any member of the unit member's immediate family (see definition of
14 immediate family in Section 1). This leave shall not be deducted from sick leave.
15

16 **8. Personal Necessity Leave** - Short-term paid leave of absence may be granted for the
17 following purposes when substantiated to the satisfaction of the Superintendent and
18 charged to sick leave for a maximum of ten (10) days per school year.
19

20 A. Death of a member of the immediate family (see definition of immediate family
21 in Section 1) when leave is needed beyond that provided in Section 7 above
22 (Bereavement Leave).

23 B. Accident involving his/her person or property or the person or property of the
24 unit member's immediate family.

25 C. Appearance in court or any administrative tribunal as litigant, party, or witness
26 under subpoena or under any order made with jurisdiction.

27 D. Emergency illness in the immediate household.

28 E. One day to attend the funeral of a dear friend.
29

30 F. Each unit member shall be entitled to use five (5) days of his/her sick leave
31 allotment during each school year in case of personal need (formerly called
32 discretionary leave). In unusual circumstances, when a Unit Member has
33 personal compelling business that exceeds five days and doesn't fall under the
34 specific uses for personal necessity as defined in items 8A through 8E above, the
35 Superintendent can grant up to three additional days of Personal Need leave.
36

37 **9. Jury Leave** - A unit member shall be granted paid leave of absence when summoned to
38 serve on Jury Duty. Any fee paid, up to the amount of the unit member's salary during
39 the time of such duty, shall be remitted to the District.
40

41 **10. Professional Development Leave** – A unit member shall be entitled to one (1) day of
42 paid leave of absence each school year for the purpose of improving his/her

1 performance. In addition, if the day is not used, the unit member may carry over that day
2 to the next year for a maximum, at any one time, of two (2) days. If both days are
3 utilized in a given year, then the unit member would begin the following year with one
4 (1) day. Such leave may be used to visit classes in other schools, attend workshops,
5 conferences or take classes. If workshop hours or units are to be gained during the
6 professional leave and are used for class advancement, the unit member shall be
7 required to pay the cost of the substitute. If attendance is at the District's request it will
8 not be considered a professional leave day. The request for professional leave must be
9 given to the unit member's immediate supervisor in writing at least three (3) days in
10 advance of the intended date. Professional leave must have the prior approval of the
11 immediate supervisor. Denial can be appealed to the Superintendent.
12

13 **11. Association Leave** - The Association shall have paid leave equal to a total of ten (10)
14 days for its elected officers or designees to utilize for local, state or national conferences
15 or for conducting other business pertinent to Association affairs in any one school year.
16 These representatives shall be excused from school duties upon five (5) days advance
17 notification to the Superintendent by the Association President. The District shall pay
18 for the substitutes for the first five (5) Association Leave days and the Association shall
19 pay for the substitutes for the sixth through tenth Association Leave days. Upon mutual
20 agreement between the Association President and the Superintendent, additional release
21 time may be provided for the President to conduct Association business.
22

23 **12. Short-Term Leave** - The Superintendent may grant a unit member a short-term leave of
24 absence. A short-term leave of absence is defined as a partially paid leave during which
25 the unit member is paid his/her regular salary minus the cost of substitutes.
26

27 A unit member may request a short-term leave of absence under the following
28 conditions:
29

- 30 A. The unit member shall have been employed in the district for eight (8) years.
- 31
- 32 B. The unit member must apply in writing to the superintendent or site
33 administrator for such leave no later than twenty (20) working days prior to its
34 anticipated commencement.
- 35
- 36 C. The short-term leave will only be granted once every five (5) years per unit
37 member.
- 38
- 39 D. The short-term leave shall be for a fixed period of time equal to two (2), three
40 (3), four (4), or five (5) consecutive school days.
- 41
- 42 E. During the leave, the unit member will be paid his/her regular salary minus the
43 cost of a substitute. In the event it is not appropriate to hire a substitute for the

1 unit member, an amount equal to the district's substitute pay for said position
2 will be deducted.

3
4 F. This leave is designed for those rare occasions when a unit member needs a
5 short-term leave of absence that cannot be addressed by other leaves offered in
6 this contract or board policy. A "rare occasion" is defined as an "uncommon"
7 or "unusual" event, circumstance or incident.

8
9 **13. Professional Leave**

10 An employee may be granted up to twelve (12) days per school year of professional
11 leave to participate in an Outside Organization as long as s/he is not absent for all
12 purposes from his/her position more than ten percent (10%) of the yearly contracted
13 workdays.

14 See Appendix B for Application Form

15
16 **14. Spouse/Domestic Partner on Leave from Military Deployment**

17 A unit member who works an average of twenty (20) hours or more per week and whose
18 spouse/domestic partner is a member of the United States Armed Forces, National
19 Guard, or Reserves may take up to ten (10) days of unpaid leave during a period that
20 his/her spouse/domestic partner is on leave from deployment during a military conflict,
21 as defined in Military and Veterans Code 395.10. (Family code 297.5; Military and
22 Veterans Code 395.10)

23
24 The unit member shall provide the Superintendent or designee with notice, within two
25 business days of receiving official notice that his/her spouse/domestic partner will be on
26 leave from deployment, of his/her intention to take the leave. The unit member shall
27 submit written documentation certifying that his/her spouse/domestic partner will be on
28 leave from deployment during the time that the leave is requested.

29
30 **15. Other Leave of Absence - The Board may grant a unit member an unpaid leave of**
31 **absence under the following conditions:**

- 32
33 A. The unit member should have been employed as a full time employee in the
34 district for the past consecutive five (5) years.
- 35
36 B. The leave shall be for a fixed period of time equal to one (1), two (2), three (3)
37 or four (4) school semesters.
- 38
39 C. The period of the leave shall not exceed four (4) consecutive school semesters.
- 40
41 D. The unit member shall apply to the Board for such leave no later than ninety (90)
42 days before its anticipated commencement.

CERTIFICATED LEAVES

	LEAVE	MAXIMUM AMOUNT WHICH CAN BE USED PER YEAR	DESCRIPTION
Paid	SICK LEAVE (10 days earned per year)	All available	Injury, illness, care for immediate family
	Religious Holiday	2 days	Religious holidays related to faith
	Pregnancy Disability Leave	All available	Disabilities caused/contributed to by pregnancy, miscarriage, childbirth or recovery therefrom
	Paternity Leave	5 days	Paternity leave
	Personal Necessity Leave	10 days, 5 of which are for personal need (formerly called discretionary leave)	Additional bereavement; accident to person or property; court appearances; funeral of friend; emergency illness in family Personal Need –Formerly Called Discretionary
Unpaid	CHILD-REARING LEAVE	2 years	After birth or adoption of child, or when other circumstances warrant such leave
Paid	CATASTROPHIC LEAVE	100 days	Donation by other unit members when sick leave is exhausted
Paid	BEREAVEMENT LEAVE	3 or 5 days	Death in immediate family
Paid	JURY LEAVE	N/A	Summoned for jury duty
Paid	PROFESSIONAL DEVELOPMENT LEAVE	1 day; may carry one over to the next year for a maximum of 2 days	To improve one's professional performance
Paid	PROFESSIONAL LEAVE	Up to 12 days, total time out of classroom not to exceed 18 days in school year	To improve one's professional performance by participating in an outside organization
Paid	ASSOCIATION LEAVE	Leave equal to total of 4 days for elected officers/designees	For association affairs
Unpaid	UNPAID LEAVE OF ABSENCE	4 consecutive school semesters	Granted by Board in fixed time periods equal to 1, 2, 3, or 4 school semesters
Paid**	EXTENDED ILLNESS/ACCIDENT	5 months (Ed. Code)	Due to severe illness or accident
Unpaid	FAMILY MEDICAL LEAVE ACT (Federal Leave Act)	12 weeks in fiscal year of July 1 to June 30 (Board Policy 4161.8)	Birth/adoption/placement in foster care of child; serious illness of employee or child, spouse or parent of employee
Paid**	SHORT TERM LEAVE	2 to 5 consecutive days	Rare occasions that cannot be addressed by other leaves

** = Differential pay

Refer to Article VII, Leaves and Board Policies for complete guidelines and timelines