

## ARTICLE IX

### LEAVES OF ABSENCE

#### A. General Provisions

1. All unit members are eligible to apply for leaves under this Agreement. A leave guarantees the unit member the right to District employment upon the expiration of the leave, provided the unit member would otherwise have retained District employment. A unit member on short-term leave of absence (one year or less) normally will be returned to his or her previous school upon expiration of the leave, unless he or she would otherwise have been transferred. Those on long-term leave have no assurance of being returned to their previous school.
2. A probationary unit member's leave of absence(s) shall not be counted as part of the service required as a condition precedent to the attainment of permanent status.
- 3.. The credential or permit held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the unit member, or the leave terminates.
4. While on a paid leave of absence unit members shall, unless otherwise provided by this Agreement, continue to receive their regular wages, fringe benefits, and credit for salary schedule advancement, subject to the provisions of Articles XIV and XVI (Salary and Fringe Benefits). When unit members are on unpaid leaves of absence, the District will pay its contribution towards health and welfare benefits only for the month during which the leave commences. Thereafter, unless covered by the Family Medical Leave Act ("FMLA") and California Family Rights Act ("CFRA"), unit members and their eligible dependents shall continue to receive their health and welfare benefits at their own expense, provided they make advance payment of the premium in a manner reasonably required by the District. Apart from health and welfare benefits, the unit member shall receive no wages, fringe benefits and credit for salary schedule advancement during the duration of the unpaid leave.
5. With respect to the permissive leaves of this Article (i.e., those which use terms such as "the District or Board 'may in its discretion' grant the leave"), the District retains sole discretion to authorize or deny such leaves and District decisions regarding such leaves shall not create precedents or binding past practices. The District is to have substantial leeway in granting or denying such leave requests.
6. "Member(s) of the immediate family" as used in this Article shall mean the parent, spouse, registered domestic partner, child, grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, or parent of the unit member or spouse or registered domestic partner of the unit member with whom the unit member has lived or other person(s) living in the home of the unit member. "Child" means a biological, adoptive, or foster child, stepchild, legal ward or child to whom the unit member stands in loco parentis. "Parent" means a biological, adoptive, or foster parent, stepparent, or legal guardian of a unit member or a person who stood in loco parentis when the unit member was a minor child.
7. The unit member is responsible for notifying the work location by 2:30 P.M. when planning to return to work the following day. If the unit member fails to do so, and both the unit member and the substitute report to work, and the substitute is not reassigned, the returning unit member shall resume his/her duties, but will be charged for the cost of the

substitute. It is understood that the District has no obligation to reassign the substitute in such circumstances.

8. The parties have agreed that the rights of the District and of the unit members with respect to such matters as District-initiated leaves on account of physical or mental disability, absences without leave, abuse of leave privileges, and failure to return from leaves are not to be addressed in this Article, unless so indicated by the express language; the District and the unit members reserve whatever legal rights and obligations they may have with respect to such matters.
9. Disputes regarding this Article, including Sick Leave as described in Section B below, are subject to the grievance procedures of Article IV.

B. Sick Leave

1. Purpose: Sick leave may be used as follows:
  - a. The unit member's personal injury or illness or quarantine, regardless of whether or not the cause of the injury or illness arises out of or in the course of employment;
  - b. An injury or illness or quarantine of an immediate family member in accordance with Labor Code sections 233 and 246.5;
  - c. A female unit member's absence due to pregnancy, miscarriage, childbirth and recovery. The length of the leave, including the date on which the leave shall commence and the date on which the unit member shall resume duties shall be determined by the unit member's medical specialist. The unit member shall be entitled to return to a position comparable to that held at the time the leave commenced;
  - d. Sick leave may be used for baby-bonding leave under California Family Rights Act ("CFRA") as provided in section G3 below;
  - e. Medical and dental appointments of a unit member or a unit member's immediate family member, in accordance with Labor Code sections 233 or 246;
  - f. Unit members who are victims of domestic violence, sexual assault or stalking may take sick leave in order to obtain medical care or legal assistance;
  - g. Any other purpose required by state or federal law.
2. Annual Amount: Twelve (12) days of sick leave credit shall be granted to full-time regular unit members employed for the full regular school year on July 1<sup>st</sup> of every year. Sick leave for those part-time unit members shall be prorated. Unused sick leave shall be accumulated without limitation.
3. Usage During Summer School: No sick leave is earned or accrued during summer school; however, unit members employed for summer school may utilize sick leave which was earned or accrued during the regular school year. Such benefits shall be payable at the regular summer school rate of pay and charged against the unit member's sick leave on the basis of one-half day of sick leave for each day of summer school absence.
4. Amount Paid: The unit member shall receive full salary during absence chargeable to sick leave for the time of his/her accumulated and credited sick leave.
5. Entitlement to Sick Leave: An annual allotment of sick leave shall be granted to unit members at the beginning of each school year. Accrued sick leave may be used at any time during the school year. A unit member is not entitled to a payout of earned, unused days of sick leave upon separation from employment.
5. Medical Examinations: The District may require, at no additional cost to the unit member a medical statement or examination by either the unit member's or the District's

physician or licensed practitioner whenever there is reasonable cause to believe that sick leave is being used for other than its intended purpose, or reasonable cause to believe that a unit member is not medically fit to report to work, or whenever additional medical information would be helpful to determine if a unit member is disabled or to determine reasonable accommodations for a unit member.

C. Differential Leave

After all available sick leave has been exhausted, the unit member shall receive the difference between the unit member's regular salary and the salary actually paid a substitute, or if no substitute was hired, the amount a substitute would have been paid according to the substitute salary schedule, during any period of absence due to the unit member's illness or injury up to five (5) school months. A school month is any month in which the schools of the District are in session for at least one day. A unit member shall not be provided more than one five-month period per accident or illness. If a school year terminates before the five-month period is exhausted, the unit member may take the balance of the five-month period in a subsequent school year. A unit member shall not be provided more than one five-month period per school year.

D. Personal Necessity Leave

1. Usage: In any one fiscal year, the unit member may use up to 12 days of current or accrued sick leave for personal necessity for the purposes listed below:
  - (a) Death of an immediate family member which results in a compelling need for the unit member to be temporarily absent for a specific purpose which cannot be attended to except during regular duty hours (e.g., estate executor duty requiring travel);
  - (b) Accident involving the unit member's person or property, or the person or property of a member of the unit member's immediate family, creating a compelling emergency need for the unit member to be temporarily absent for a specific purpose which cannot be attended to except during regular duty hours (e.g., house fire, or automobile accident);
  - (c) Appearance in court or other governmental tribunal as a litigant, or as a non-subpoenaed witness who does not qualify for Legal Commitment Leave;
  - (d) Absence for mother and/or father to meet legal compliance for adoption;
  - (e) Major religious observances;
  - (f) Personal business; except shall not be usable in cases of work stoppage (see Article V). Personal business days are intended for those personal necessity events which cannot be scheduled for non-school days and are not to be used to provide vacation or to extend holidays. Any personal business days involving three or more consecutive duty days require advance request and prior site administrator approval.
2. Notice Requirements: The unit member shall submit a request for personal necessity leave approval to the immediate administrator not less than three (3) work days prior to the beginning date of the leave except where extenuating circumstances make such notice impracticable. The prior approval requirement shall not apply to reasons a, b, , or d above but will apply to reasons c, e, and f. When prior approval is not required, the unit member shall make a reasonable effort to comply with District procedures designed to secure substitutes and shall notify the immediate supervisor of the expected duration of the absence. The District will respond to requests in a timely manner.

3. Other Provisions: With the exception of the Personal Business Leave where no work stoppage is involved (Item f above), the District reserves the right to review each request and to verify such request by any appropriate means. Unused personal necessity leave entitlement shall not be accumulated from year to year.

E. Industrial Accident Leave

1. “Temporary Disability Compensation” Defined: As used in this section, “temporary disability compensation: means two-thirds of the wages a unit member loses because he/she is recovering from a work-related accident.
- 2.. General Provisions: All work-related accidents, however minor, should be reported to the immediate administrator as soon as practicable, even though no absence from service is required. When a unit member is compelled to be absent because of injury or illness incurred within the course and scope of assigned duties and which qualifies for Worker’s Compensation coverage, the unit member shall receive Industrial Accident Leave. For any such absence, the unit member must file with the immediate administrator the required insurance and claim report forms. In order to qualify for industrial accident or illness leave coverage, a unit member claiming such leave shall be subject to examination by a District-appointed physician, at District expense, to verify his/her condition and to evaluate any claims.
3. Duration and Pay: For the first sixty (60) working days of absence for any given injury or illness hereunder, the unit member shall be paid full compensation without use of sick leave credit. During this period, any Worker’s Compensation payments shall be endorsed to the District. Allowable leave shall be for not more than sixty (60) days (in any one fiscal year) during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District. Allowable leave shall not be accumulated from year to year. If the same illness or injury extends into the next fiscal year, the unit member shall be allowed to use only the amount of leave remaining from the previous fiscal year. Industrial accident or illness leave shall commence on the first day of absence, and shall be charged by one day for each day of authorized absence regardless of a temporary disability compensation award.

After the sixty-day period, the unit member will use that portion of sick leave which, when added to the temporary disability compensation, will equal the unit member’s regular salary. After a unit member has used all available sick leave, the unit member shall be entitled to differential pay pursuant to section C above. At no time shall the combination of sick leave or differential pay, plus a unit member’s temporary disability compensation exceed the unit member’s normal salary.
4. Return to Service: A unit member shall be deemed to have recovered from an industrial accident or illness and thereby able to return to work at such time as the medical specialist verifies that the unit member is able to perform the essential functions of their job. The District, at its own expense, may request the opinion of another medical specialist.

F. Bereavement Leave

1. General Provisions: Up to five (5) days of leave of absence, without loss of compensation, will be allowed for the death of any member of the unit member’s immediate family. Leave due to bereavement in addition to the days allowed above may be allowed under the personal necessity provisions of this Article (see Section D above).

2. Limitations on Use: Use of this leave shall commence within seven (7) calendar days from the date of the death of the family member and days used shall be taken consecutively, unless prior written authorization is obtained from the District.

G. Pregnancy, Maternity Disability, and Parental Baby-Bonding Leave

1. Optional Unpaid Portion: The District may grant an unpaid pre-childbirth leave of absence to a pregnant unit member pursuant to the Personal Leave provisions outlined in section J below, prior to the period of the unit member's actual disability.
2. Utilization of Sick Leave: During that period of time during which the unit member (including hourly unit members) is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery therefrom, she shall be permitted to utilize her accrued sick leave pursuant to section B, above.
3. Baby Bonding Leave: Qualified unit members may choose to take up to twelve (12) workweeks of baby-bonding leave under the California Family Rights Act ("CFRA"). Sick leave will be applied towards these twelve (12) workweeks of baby-bonding leave until all sick leave is exhausted. Thereafter, the unit member may use differential leave for the balance of the bonding period up to twelve (12) workweeks. Unit members shall not be permitted to use Extended Illness Leave towards their twelve (12) workweeks of baby-bonding leave until all sick leave is exhausted.
4. Utilization of Differential Leave: After a pregnant unit member has exhausted her sick leave, she will be entitled to use five (5) months of differential leave pursuant to section C, above, because of pregnancy, miscarriage, childbirth and recovery therefrom. If a unit member has used five (5) months of differential leave, the remaining portion of baby-bonding leave will be unpaid.
5. Family Medical Leave Act: A unit member's twelve (12) workweeks of baby-bonding leave shall run concurrently with a unit member's entitlement to take the same leave under the Family Medical Leave Act ("FMLA").

H. Legal Commitment Leave

1. Jury Duty: Unit members required to serve on jury duty (excluding Grand Jury) shall receive full compensation for such absence from duty, less paid jury compensation. In order to avoid undue disruption of the educational program, it shall be a condition of such paid leave that the unit member, if asked to serve on a trial which is expected to last more than 10 days, use best efforts to confine his/her jury duty to 10 days or less, by asserting hardship to the students and program. In such a case the unit member must also advise the Personnel Office of the problem so that the District can lend assistance.
2. Subpoenaed Witness: Unit members appearing as a witness under subpoena in court other than as a litigant or to respond to an official order from another governmental jurisdiction, for reasons not brought about through the initiation, connivance or misconduct of the unit member, shall receive full compensation for such absence from duty.

I. Military Leave

1. The District shall grant military leave in accordance with applicable state and federal laws to unit members performing military duties on a voluntary or involuntary basis in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, examination to determine fitness for duty, and performance of funeral honors duty.

2. A unit member who needs to be absent from the District to fulfill his or her military service shall provide advance written notice or verbal notice to the Superintendent or designee, unless the giving of such notice is precluded by military necessity or is otherwise impossible or unreasonable.
3. A unit member who has been employed by the District for one calendar year or more shall receive his/her full usual pay for the first thirty (30) days of such required military service.

J. Personal Leave

The Board may, upon application of the unit member and recommendation of the Superintendent, grant a leave without pay to a unit member for a period not to exceed two (2) years (with the exception of items number 8, 9, and 10 below). The unit member must indicate in the application the length of the leave and must adhere to the length of the leave as requested without the possibility for extending or shortening the leave period. With regard to leave to serve in a public office, for reasons of ill health, or for infant care leave (items 8, 9, and 10 below), the initial leave request may be for a period of up to one year.

The following list is illustrative of the purpose of personal leaves:

1. To participate in unpaid exchange teaching programs.
2. To participate in foreign or military teaching programs.
3. To participate in a full-time Peace Corps or Job Corps program.
4. To participate in a travel or work experience program directly related to the individual's discipline. Request for leave for employment in another school district will be denied except as otherwise provided.
5. To study full-time at an accredited college or university in a program that will specifically enhance the individual's teaching effectiveness.
6. To serve as an elected officer of a professional organization at the state or national level.
7. To campaign for a public office for which the unit member is a candidate.
8. To serve in a public office.
9. For reasons of ill health.
10. Child care.

If leave is granted, all rights of tenure, retirement, accrued leave with pay, and other benefits provided by law shall be preserved and available to the unit member after termination of the leave of absence, except that salary schedule increment credit will not be granted for time on leave.

K. General Leave of Absence Without Pay

Absence without pay beyond that authorized by Personal Necessity Leave pursuant to section D above, may be granted by the District. Arrangements for a substitute must be completed before the unit member may consider himself/herself excused.

L. FMLA and Other Leaves Provided by Law

The District shall provide FMLA/CFRA leave and other leaves as required by state or federal law according to the relevant statutes and regulations; therefore, if there is any change in state or federal laws applicable to unit member leaves provided by this Article, those changes are deemed incorporated into this Article as of the effective date of the statutory change. Nothing in this Article is intended to change either the District's or unit member's rights and obligations under the Americans with Disabilities Act or comparable state law.