

ARTICLE 13: LEAVES

This Article contains the leaves available to members of the bargaining unit.

13.1 General Provisions -- Paid Leaves of Absence

- 13.1.1 The following leaves in section 13.1 must be granted by the District to members of the bargaining unit as long as all expressed conditions are satisfied by the member of the bargaining unit.
- 13.1.4 Bereavement Leave
 - 13.1.6 Industrial Accident and Illness Leave
 - 13.1.7 Jury Duty Leave
 - 13.1.8 Military Leave
 - 13.1.10 Personal Necessity Leave (Education Code)
 - 13.1.11 Other Personal Leave (Ten Day Limit)
 - 13.1.12 Pregnancy Disability Leave
 - 13.1.13 Required Court Attendance Leave
 - 13.1.15 Sick Leave
- 13.1.2 A unit member intending to be absent shall notify the District Substitute System by 6:00 a.m. of the day of absence, except as specifically detailed in leave sections. Exceptions to 13.1.2 may be made for emergencies that arise after 6:00 a.m. Notice of absence shall indicate the exact date of return. Unit members shall use the following process when it is necessary to change the reported date of return:
- 13.1.2.1 To extend an absence the unit member shall call school by 2:00 p.m. on the day prior to the reported day of return, so the substitute may be retained. If it is not possible to call prior to 2:00 p.m., the unit member shall notify the District Substitute System no later than 6:00 a.m. the following morning.
 - 13.1.2.2 To return earlier than the reported date, the unit member should notify school before 2:00 p.m. on the day prior to return so the substitute may be released. If it is not possible to call prior to 2:00 p.m., the unit member shall notify the District Substitute System no later than 6:00 a.m. the following morning.
- 13.1.3 Notwithstanding any other provisions of this Agreement, an employee granted leave under any of the leaves listed in 13.1.3, if the length of the authorized leave is one semester or less, shall be entitled to return to the same assignment held at the time such leave commenced, unless such assignment has been discontinued, in which case the employee shall be entitled to a comparable assignment. If the authorized leave is in excess of

one semester, the employee shall be entitled to return to an assignment comparable to the assignment held at the time such leave commenced. "Comparable" means a position that has the same or similar duties and pay which can be performed at the same educational level as the position held prior to the leave and subject to availability of the position. "Comparable" does not mean that the unit member will be assigned to exactly the same elementary grade level. The above considerations apply to the following leaves:

- 13.1.5 Exchange Teacher Leave
- 13.1.7 Jury Duty Leave
- 13.1.10 Personal Necessity Leave (Education Code)
- 13.1.12 Pregnancy Disability Leave
- 13.1.14 Sabbatical Leave

13.1.4 Bereavement Leave

13.1.4.1 Regular employees who are absent from duty because of acute bereavement shall be allowed full pay for a period not to exceed seven (7) workdays. Acute bereavement is interpreted as that occasioned by death, or serious illness when death is imminent of a father, step-father, mother, step-mother, grandmother or grandfather of the employee or of the spouse of the employee, and the spouse, brother, step-brother, sister, step-sister, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, grandson, granddaughter, or a person who resides in the household of the employee.

13.1.4.2 Adult school teachers teaching on an hourly basis shall be entitled to the same number of bereavement days as other unit members. A bereavement day for Adult School teachers is defined as the period of time they regularly teach in relationship to a full school day.

13.1.5 Exchange Teacher Leave

13.1.5.1 A leave of absence as an exchange teacher may be granted for a period of one (1) year in length to any teacher who has attained permanent status. The unit member may request one (1) additional year's leave of absence from the Superintendent or designee.

13.1.5.2 To apply for this leave the unit member must submit a request in writing to the Human Resources Services before February 1 of the school year prior to the school year for which leave is sought, unless leave is sought for the second semester only, in which case the request must be submitted by the prior October 15. The Superintendent may consider

late requests under unusual and/or extraordinary circumstances.

13.1.5.3 This leave provision shall be subject to the requirement that an employee on leave shall notify the Superintendent or designee in writing of the employee's intention to return to duty with the District not later than February 1 or October 15 prior to the beginning of the semester in which the employee intends to return to duty with the District.

If a notice of intention to return is not received by February 1 or October 15, the District shall send a letter by certified mail, requesting a written response from the employee. If the employee does not respond within thirty (30) calendar days following the mailing of the District's certified letter, such lack of response shall be considered to be a voluntary resignation effective at the expiration of the leave.

13.1.5.4 Service as an exchange teacher shall be made in accordance with the provisions of the Education Code, the regulations of the school district affected, and the approval of the Board of Education.

13.1.5.5 A Burbank teacher who has been approved and has accepted a position as an exchange teacher shall receive the same salary as would normally be received if employee were not serving as an exchange teacher.

13.1.5.6 When approval has been given to an application for service as an exchange teacher, the Business Division shall prepare an "Agreement Covering Exchange Teachers" and shall secure the signatures of both teachers concerned.

13.1.5.7 Progress on the salary schedule shall not be interrupted for time spent on leave as an exchange teacher.

13.1.5.8 To be eligible for consideration of additional leaves beyond the Exchange Teacher Leave, the unit member must return to service in the District for one full contract year.

13.1.6 Industrial Accident and Illness Leave

13.1.6.1 For the term of this Agreement, the members of this bargaining unit shall be entitled to industrial accident and illness leave in accordance with the following rules and regulations:

a. Allowable leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or the employee is otherwise required to work for the District in any one fiscal year for the same accident.

b. Allowable leave shall not be accumulated from year to

year.

- c. Industrial accident or illness leave shall commence on the first day of absence.
- d. An employee absent from duties because of an industrial accident or illness shall be paid a portion of salary which, when added to temporary disability indemnity provided under the provisions of Labor Code Division 4 or Division 4.5, will result in payment to the employee an amount not exceeding full salary.
- e. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
- f. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.
- g. The employee shall endorse to the District any temporary disability indemnity checks received because of an industrial accident or illness and the District, in turn, shall issue to the employee appropriate warrants for payment of the employee's salary, deducting from said warrants the normal retirement and other authorized contributions.
- h. Upon termination of industrial accident or illness leave, the employee shall be entitled to the benefits set forth in the sick leave provisions of this Agreement, for which purpose the absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, the employee may elect to take as much accumulated sick leave as will, when added to the temporary disability indemnity, result in a payment of not more than full salary.
Bargaining unit members on leave and employed as long-term substitutes who suffer an industrial accident or illness shall be paid according to the above provisions. All other long-term substitutes shall be paid in accordance with the provisions of appropriate Labor and Education Codes.
- i. The unit member returning from industrial accident or illness leave shall be entitled to return to the same assignment as held at the time the leave commenced

unless the assignment has been discontinued or a disability resulting from the accident or illness makes a reassignment necessary or desirable in the best interests of the District or the employee, or both. Unless returned to the assignment held at the time such leave commenced, the employee shall be given a comparable assignment.

- j. An employee shall be deemed to have recovered from an industrial accident or illness and thereby able to return to work at such time as the physician appointed by the Industrial Accident Commission states there has been such recovery.
- k. Progress on the salary schedule shall not be interrupted for time spent on industrial illness or accident leave.

13.1.7 Jury Duty Leave

13.1.7.1 The parties agree that Jury Duty Service shall be supported, but also limited as far as practical to the period of time when the operations of the District would not be adversely affected.

13.1.7.2 A unit member summoned to Jury Duty Service shall notify the immediate administrator of such summons. The District shall provide up to ten (10) days of paid leave for jury duty service. When summoned to Jury Duty Service, the unit member shall:

(a) Forward a legible copy of the notice of jury duty to the Superintendent or designee.

(b) Transmit to the District all fees exclusive of mileage received for jury service.

13.1.7.3 It is recognized that it is the District's general policy not to grant paid leave for jury duty in excess of ten (10) days for certificated employees. If a unit member is required, after seeking exemption or postponement, to serve on jury duty beyond ten (10) days, the unit member may request an extension of paid leave from the Superintendent or designee.

13.1.7.4 The District shall advise the Court that the District maintains a policy of limiting paid leave for jury duty to a maximum of two percent (2%) of the total number of employees in this unit.

13.1.7.5 As an incentive for bargaining unit members to serve or delay jury duty service until summer recess or other non-work days rather than serving during the regular school year, the District shall compensate unit members \$100 per

day for each day of jury duty actually served during the summer or on other non-work days. A jury duty receipt of actual attendance must be submitted to Human Resources Services by the bargaining unit member to be eligible for the compensation provided by this section. The provisions of Article 13.1.7.5 shall not apply to employees assigned to the Adult School.

13.1.7.6 As an incentive for Adult School bargaining unit members to serve or delay jury duty service until summer recess or other non-work days rather than serving during the regular school year, the District shall compensate Adult School bargaining unit members for each day of jury duty actually served during the summer or on other non-work days. Adult School bargaining unit members shall be eligible for compensation using the following criteria:

a) To determine the amount of daily compensation, the weekly hours of the bargaining unit member's assignment that start before 6:00 p.m. shall be divided by 30 and multiplied by \$100.

b) Weekly hours of the bargaining unit member's assignment that start before 6:00 p.m. shall be based on the semester's assignment in which the jury summons was received, or the subsequent semester if the jury summons is received and jury duty is served in the summer.

A jury duty receipt of actual attendance must be submitted to Human Resources Services by the bargaining unit member to be eligible for the compensation provided by this section.

13.1.8 Military Leave

13.1.8.1 Military leave shall be granted in accordance with Education Code Section 44800, Military and Veterans Code Sections 395 through 395.4, and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

13.1.9 One-hour Release (Paid)

13.1.9.1 A unit member who requests permission to leave an assigned work area for necessary personal business reasons for a period not exceeding one (1) hour may do so with the prior approval of the immediate supervisor, and without loss of pay provided that no paid substitute time is requested or required. The bargaining unit member shall be entitled to such leave unless the immediate supervisor denies the

request in writing for a stated reason.

13.1.10 Personal Necessity Leave (Education Code)

13.1.10.1 Any days of leave of absence for illness or injury allowed pursuant to Education Code Section 44978 may be used by the employee, pursuant to Education Code Section 44981, for the following reasons only:

- a. Death or serious illness of a member of the employee's family.
- b. Accident involving the employee's person or property or the person or property of a member of the immediate family.

Such leave shall be granted to each unit member upon notification to the appropriate site administrator or other immediate supervisor. Payment for such absences shall be made only upon certification by the Superintendent or designee that the absence was due to a situation designated as a personal necessity within the meaning of this Article.

Nothing in this Article, or in this Agreement, shall be construed as providing pay for any collective refusal to provide services. The unit member shall be required to sign, on a form provided, a statement that such absence was due to a personal necessity. Such form may be approved for payment by the Superintendent or designee and shall be filed with the Accounting Department. The Superintendent or designee shall take whatever steps are necessary to confirm that a personal necessity, within the limits of this Article, did exist.

13.1.11 Other Personal Leaves (Ten Day Limit)

13.1.11.1 Unit members may utilize up to ten (10) days of leave of absence annually for other personal leave. Such leave shall be deducted from the unit member's accumulated sick leave and shall not accumulate from year to year. The term other personal leave for purposes of this Section 13.1.11 is limited to the following:

- a. Imminent danger to the unit member's home, serious in nature and which requires the presence of the unit member during the working day.
- b. Personal presence of the father at the time of birth of a child, or when birth is imminent.
- c. Actual attendance at the funeral of a distant relative, friend, neighbor, employee or other acquaintance.
- d. Unforeseen circumstances involving transportation or

storm conditions that prevent the unit member from traveling to and from work.

- e. Unit member's appearance in court as a litigant.
- f. Other specific family responsibilities or family business imperatives which require the presence of the employee during working hours. Such leave shall not be used to withhold services from the District, and it is understood that such leave shall not be used for purposes of income-producing activities, the extension of a holiday or vacation period for purely recreational activities, occupational investigation, a convention related to a member's avocation, or to spouse's business profession or avocation, or attending to matters which could reasonably be scheduled outside of working hours.

13.1.11.2 Such leave shall be granted to each unit member only upon application to the appropriate site administrator or other immediate supervisor at least two (2) days before taking such leave, except in the case of emergency.

13.1.11.3 Payment for such absences shall be made only upon certification by the Superintendent or designee that the absence was due to a situation designated as an other personal leave within the meaning of this Article. Nothing in this Article, or in this Agreement, shall be construed as providing pay for any collective refusal to provide services. The unit member shall be required to sign, on a form provided, a statement that such absence was due to a personal need. Such form may be approved for payment by the Superintendent or designee and shall be filed with the Accounting Department. The Superintendent or designee shall take whatever steps are necessary to confirm that a personal need, within the limits of this Article did exist, except under Subsection 13.1.11.4.

13.1.11.4 Discretionary Days - Two (2) days of the other personal leave of six (6) days allowable may be utilized at the discretion of the unit member upon the following conditions:

- . Such days shall be charged against the unit member's unused sick leave.
- . Forty-eight (48) hours written notice shall be required unless extenuating circumstances occur which prevent such notice being given; in that event, the unit member shall make every reasonable effort to give advance notice.

- . There shall be no accumulation from year to year of such days.
- . The District retains the right to refuse the unit member's request to utilize Discretionary Leave on a particular day if a sufficient number of substitutes is not available, and if classes cannot be covered in the usual manner, or if in the professional judgment of the Superintendent or designee too many teachers will be absent from one school site. Should it still be necessary for a unit member to take the day off, the day may be taken as unpaid personal business.
- . The unit member shall not be required to give reasons for the use of such day.
- . Such leave shall not be used to withhold services from the District, and it is understood that such leave shall not be used for purposes of income-producing activities, the extension of a holiday or vacation period for purely recreational activities, or attending to matters which could reasonably be scheduled outside of working hours.

13.1.12 Pregnancy Disability Leave

- 13.1.12.1 Employees covered by this Agreement shall be entitled to use sick leave as set forth in this Agreement for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and related medical conditions on the same terms and conditions governing leave of absence for other illnesses, injuries, or medical disabilities. Such leave shall not be used for child care, child rearing or preparation for childbearing, but shall be limited to those disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or related medical conditions.
- 13.1.12.2 The length of such leave, including the date on which the leave shall commence and the date on which the employee's duties with the District are to be resumed, shall be determined by the employee and the employee's physician. The District may require verification from the employee's physician of the employee's inability to work, the dates of the leave, and that the leave is related to disabilities caused by pregnancy, childbirth or related medical conditions.
- 13.1.12.3 An employee who wishes to request the pregnancy disability leave shall use the District approved form.
- 13.1.12.4 Employees who are members of the bargaining unit shall be entitled to leave without pay or other benefits for disabilities

caused or contributed to by pregnancy, miscarriage, childbirth, or related medical conditions, when all current, accumulated, and half-pay sick leave has been exhausted. The date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician.

13.1.12.5 This leave policy shall be construed as requiring the Board of Education to grant leave with pay only when it is necessary to do so due to medical situations arising out of pregnancy, miscarriage, or childbirth. These leaves are to be treated the same as leaves for other illnesses.

13.1.12.6 A unit member who is on a pregnancy disability leave, combined with an accompanying child care that is for one year or more, may advance no more than one step on the salary schedule. This advancement may occur even though that member has not been in paid status for seventy five percent (75%) of the total workdays assigned for that year.

13.1.12.7 Upon receipt of the verification of pregnancy disability in the Human Resources Services Department, salary warrants shall be issued during pregnancy disability leave in the same manner as they are issued for unit members on sick leave.

13.1.13 Required Court Attendance Leave

13.1.13.1 A paid leave of absence shall be granted to any employee who appears as a witness in court. A maximum of five (5) employees per day shall be granted a paid leave of absence to respond to an official order from another governmental jurisdiction.

13.1.14 Sabbatical Leave

13.1.14.1 Consistent with Education Code Sections 44966 and 44967, sabbatical leaves for a unit member may be granted by the District beginning September 1992 up to a maximum of seven (7) sabbatical leaves per semester. Such leaves shall be granted only to permanent certificated employees, and no more than one (1) such leave per year to Children's Centers teachers. A minimum of two (2) such leaves shall be granted each year subject to the provisions of 13.1.14.2.

13.1.14.2 Applications for sabbatical leave shall be subject to the recommendation of the Professional Advancement Committee and the Superintendent, and the approval of the Board of Education.

13.1.14.3 As a condition precedent to obtaining the leave, the employee must agree to render service to the District

immediately following the leave for a period equivalent to at least twice the period of the leave.

13.1.14.4 In the event sabbatical leave is interrupted due to maternity, personal illness or injury, or other personal emergency involving the employee on sabbatical leave or the employee's immediate family, the sabbatical leave and work pertaining thereto shall be completed in full within a three (3) year period of date of commencement of said sabbatical leave. It shall be the responsibility of the employee on sabbatical leave to immediately notify the District of any interruption in the leave undertaken, and to confer in sufficient time with District representatives and reach agreement upon arrangements for the completion of said sabbatical leave within the requirements set forth in Education Code Section 44966.

13.1.14.5 The employee on sabbatical leave shall receive fifty percent (50%) of regular salary, plus payment of premiums for health and welfare benefits in an amount not to exceed the District's contribution for the highest employee only HMO or managed care plan as well as dental, vision, and life insurance plans.

13.1.14.6 Absence on sabbatical leave shall count as a regular period of service and shall not interrupt the teacher's progress on the salary schedule.

13.1.15 Sick Leave

13.1.15.1 For the term of this Agreement, the members of this bargaining unit shall be entitled to sick leave in accordance with the following provisions:

- a. A full-time employee who is a member of this bargaining unit shall be entitled to ten (10) days of sick leave with full pay during each school year and unit members who work an eleventh or twelfth calendar month shall be entitled to an additional day of sick leave earned for each additional calendar month of service rendered. Unit members who are part-time employees shall be entitled to such sick leave in the same ratio as their part-time hours of employment bears to the full-time hours of employment for members of this bargaining unit.

Unit members who are on a paid leave of absence shall accrue sick leave in the same manner as had been accrued in the most recent year in paid status. Unit members who are on an unpaid leave of absence shall be credited with sick leave at the beginning of each

semester in the same manner as had been accrued in the most recent semester in paid status but shall have the proportionate number of days of sick leave reduced from their accrued sick leave at the end of each semester or upon termination, whichever occurs first, for that proportion of the semester spent in unpaid leave status.

- b. If a unit member does not utilize the full amount of sick leave as authorized in Section 13.1.15.1(a) (above) during a school year, the amount not utilized shall be accumulated from year to year as "accumulated sick leave."
- c. Any unused sick leave credit (current year's sick leave entitlement plus all accumulated sick leave entitlement) may be used by the unit member for sick leave purposes without loss of compensation.
- d. After all other unused sick leave credit has been exhausted, any unit member shall be entitled to extended sick leave benefits as follows:
 - (1) The employee shall be compensated at a rate equal to fifty percent (50%) of regular salary for absence due to illness or injury in excess of current and accumulated full days of sick leave, but the total days paid at half pay (50%) shall not exceed one hundred (100) in any fiscal year. Each fiscal year shall be considered a new one hundred (100) day period and subsequent one hundred (100) half-paid days of sick leave shall apply for the same employee.
 - (2) The half-pay days of sick leave authorized under this rule shall be exclusive of any other paid leave, holidays, or vacation time to which the employee may be entitled.
- e. Verification of absence from duty due to illness or injury shall be provided to the District by all members of this bargaining unit in accordance with the following rules and regulations:
 - (1) Verification of absence due to illness or injury for a period not exceeding five (5) consecutive work days shall be provided by the employee by means of a written statement verifying such absence. Such statement shall be submitted to the

immediate supervisor of the employee.

- (2) Verification of absence due to illness or injury for a consecutive period of more than five (5) work days, but less than eleven (11) workdays, may be provided at District option, either by means of a written statement from the attending doctor or physician, or by a school physician appointed by the District; the latter option shall be at District expense.
- (3) Verification of absence due to illness or injury for a consecutive period of more than ten (10) but less than thirty (30) workdays shall be provided by means of a written statement from the attending doctor or physician.
- (4) Verification of absence due to illness or injury for a period of one (1) calendar month or more shall be provided by means of a doctor's written statement. Such statement shall be filed with the Superintendent or designee within fifteen (15) calendar days following each calendar month of such absence.
- (5) Should any absence under a, b, or c above be in excess of ten (10) consecutive workdays, or in the event that the employee's work record reflects a history of more brief but repeated absences due to illness or injury, the employee shall at the request of the Superintendent or designee, consult with and/or be examined by a school physician at the District's expense.
- (6) When the District has been informed in writing by a physician attending a unit member that the unit member is no longer ill and is able to return to work, but the District determines that further medical examination is necessary, the unit member shall not be penalized by any loss of sick leave or salary while awaiting the results of such examination unless the outcome of the examination by the school physician verifies that illness or injury exists.
- (7) These rules and regulations shall not discriminate against evidence of treatment and the need therefore by the practice of the religion of any well-recognized church or denomination and nothing in this section shall be deemed to modify

or repeal any division of law set forth in California Health and Safety Code Article 3, Chapter 6, Division 3.

- f. All accumulated unused sick leave earned under prior Agreements, or under past District policy, shall be retained by unit members. Future sick leave earned pursuant to Sections 13.1.15.1(a), 13.1.15.1(g), and 13.1.15.1(h) shall be utilized only in the program in which it is earned.
- g. Sick leave shall be accumulative for summer school service at the same basic rate as it is accumulative for services during the fall and spring semesters of the school year:

| <u>Days of Summer School Services</u> | <u>Sick Leave Earned</u> |
|---------------------------------------|--------------------------|
| 20 (full-time service) | 1.00 days |
| 30 (full-time service) | 1.50 days |
| 20 (half-time service) | 0.50 days |
| 30 (half-time service) | 0.75 days |

- h. Sick leave shall be accumulative for adult school services at the basic rate of one (1) hour of earned sick leave for each eighteen (18) hours of adult school services rendered. Absences from required adult school employment obligations due to illness or injury shall be deducted on an hourly basis. If an employee is absent for a four (4) hour period, four (4) hours of sick leave shall be deducted.
- i. For absences due to personal illness or injury during the fall and spring semesters of the school year, and during summer school employment, sick leave shall be utilized as follows:

Secondary

| <u>Length of Absence</u> | <u>Sick Leave Deduction</u> |
|--------------------------|-----------------------------|
| 3 periods or fewer | 0.5 day |
| More than 3 periods | 1.0 day |

Elementary

Based on past practice, and dependent upon site and schedule, absences requiring a full day substitute shall have one (1) full day of sick leave deducted. Absences requiring a one-half (1/2) day substitute shall have one-half (1/2) day of sick leave deducted. A Half (1/2) day assignment at an Elementary school will be

defined as 8:00 a.m. to 11:30 a.m. for the morning and 11:30 a.m. to 3:00 p.m. for afternoon. If a sub is required to stay for more than the three (3) and a half hours, then a full day of sick leave will be deducted.

Children's Centers

Based on past practice, sick leave shall be deducted in one-half (1/2) hour increments for absences.

13.1.16 Catastrophic Sick Leave Bank

Bargaining unit members may apply for and receive catastrophic sick leave pursuant to the following provisions:

- 13.1.16.1 The unit member, or a unit member's immediate family member, for whom he/she must care shall have suffered a severe incapacitating illness or injury which is expected to be for an extended period of time, as certified by the attending physician, and which prevents the unit member from properly performing his/her district duties.
- 13.1.16.2 The time off work must create a financial hardship for the unit member because he or she has exhausted all personal sick leave, extended sick leave, industrial illness and accident leave and/or any other paid time.
- 13.1.16.3 The use of the catastrophic sick leave bank shall only be available to those bargaining unit members who have made a deposit of at least one (1) day to the bank.
- 13.1.16.4 Unit members whose absence is a result of a worker's compensation injury/illness are ineligible for the benefits of this section.
- 13.1.16.5 A joint Association-District committee comprised of three (3) members appointed by the Association and two (2) members appointed by the District must determine and certify that the unit member is eligible for catastrophic sick leave because he/she is unable to work due to the severity of that personal or family catastrophic illness, and only after adequate proof of illness has been provided in accordance with Education Code Section 44043.5, and pertinent rules and regulations of the District.
- 13.1.16.6 Catastrophic sick leave credits may be used only for the remainder of the school year in which extended sick leave is exhausted, plus the remainder of the following year after extended sick leave has been exhausted in said year, but in no event longer than twelve (12) consecutive calendar months following the start of the leave.
- 13.1.16.7 Unit members may deposit sick leave in full day increments

according to the following regulations:

- (a) a unit member with an accumulated sick leave of between five (5) and 15 days may donate one (1) day.
- (b) a unit member with an accumulated sick leave of between 16 and 25 days may donate up to two (2) days.
- (c) a unit member with an accumulated sick leave of 26 days or more may donate up to 10% of his/her sick leave.

- 13.1.16.8 Deposits of sick leave into the catastrophic sick leave bank are irrevocable and such deposits shall be coordinated by the Joint Committee provided for in 13.1.16.5 above during the last two (2) weeks of October of each year. The Joint Committee may request deposits of sick leave into the catastrophic sick leave bank at other times during the year should the total number of sick days in the catastrophic sick leave bank fall below 50.
- 13.1.16.9 Unit members wishing to use this catastrophic sick leave bank must submit a letter to Personnel Services stating the nature of the catastrophic event and the number of days being requested. A copy of the attending physician's certification of the incapacitating illness or injury must be attached.
- 13.1.16.10 Catastrophic sick leave shall begin upon the exhaustion of the statutory period of extended sick leave benefits, and shall continue the 50% salary payment and the District fringe benefit contribution that the unit member received during said period.
- 13.1.16.11 Any unit member who receives paid catastrophic sick leave shall first use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid catastrophic sick leave.
- 13.1.16.12 The receipt of a donated sick leave credit through catastrophic sick leave as defined herein, when combined with other District income, shall not provide the recipient with a greater monthly District income/fringe benefit contribution than he/she received immediately prior to the receipt of catastrophic sick leave.
- 13.1.16.13 If the Board of Education subsequently adopts a catastrophic sick leave policy for non-represented employees of the District, and if the terms and conditions of said policy are parallel to this section, unit members shall be allowed to donate to, or receive from, said non-represented employees the catastrophic leave credits described herein.
- 13.1.16.14 This catastrophic sick leave section shall not be subject to the

provisions of Article 6: Grievance Procedure of this Agreement.

13.1.16.15 Upon request from the Association, the District shall in writing inform the Association of the number of days in the catastrophic sick leave bank.

13.1.17 Paid Parental (Child Bonding) Leave

13.1.17.1 Effective January 1, 2017, as provided by Education Code section 44977.5, unit members shall be entitled to parental leave as set forth in this section.

13.1.17.2 For the purposes of this section, “parental leave” means leave for the purpose of bonding with the unit member’s newborn child, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member. Parental leave does not include leave taken for the unit member’s disability due to pregnancy, childbirth, or related medical conditions.

13.1.17.3 Unit members shall use current and accumulated sick leave for parental leave, for up to twelve (12) workweeks.

13.1.17.1.4 When a unit member with at least one calendar year of District employment has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave pursuant to the California Family Rights Act (CFRA: Government Code section 12945.2), he or she shall be entitled to fifty percent (50%) pay for any remaining portion the 12-workweek period. Such 50% pay shall not count against the leave entitlement set forth in Section 13.1.15.1.d. In order to use 50% pay for the parental/child bonding leave, the unit member must be eligible for leave under the California Family Rights Act, except that he/she is not required to have worked 1,250 hours in the twelve (12) months immediately preceding the leave.

13.1.17.1.5 Except for extenuating circumstances, the unit member must give the District as least 10 workdays advance written notice of his or her intention to use parental leave and the anticipated dates of the leave.

13.1.17.1.6 Parental leave must be used within 12 months following the birth or placement of the child. Parental leave must be taken in increments of at least two weeks’ duration; however, the unit member may take parental leave in increments of less than 2 weeks on up to two occasions.

13.1.17.1.7 Parental leave under this section runs concurrently with parental (child bonding) leave under the California Family

Rights Act (CFRA). The total amount of parental leave per member may not exceed 12 workweeks in any 12-month period.

13.2 General Provisions - Unpaid Leaves of Absence

13.2.1 This section contains the unpaid leaves available to members of the bargaining unit. Notwithstanding any other provision of this Agreement, the leave provisions referred to below shall be subject to the requirement that the request for leave must be submitted in writing to the Human Resources Department before February 1 of the school year prior to the school year for which leave is sought, unless leave is sought for the second semester only, in which case the request must be submitted by the prior October 15.

- 13.2.8 Child Care Leave
- 13.2.9 Fulbright Exchange Leave
- 13.2.10 General Purpose Leave
- 13.2.11 Health Leave
- 13.2.12 Home Responsibility Leave
- 13.2.13 Teaching in a Foreign Country Leave
- 13.2.14 Family Care and Medical Leave

The following requests for unpaid leaves, if made pursuant to the deadlines above, shall be granted in accordance with the provisions of each leave's respective Article:

- 13.2.8 Child Care Leave
- 13.2.12 Home Responsibility Leave
- 13.2.14 Family Care and Medical Leave

13.2.2 The Superintendent or designee will consider and may grant late requests under unusual and/or extraordinary circumstances.

13.2.3 It is agreed and understood that unit members on non-paid leave status may continue to participate in any of the health and welfare benefit plans available to them through the District by making prompt payments for said benefits to the District for transmittal to the benefit carriers, but only to the extent that the benefit carriers for the District approve and permit such participation by non-paid leave status employees of this District.

13.2.4 Notwithstanding any other provision of this Agreement, the leave provisions referred to in Section 13.2.1 shall be subject to the requirement that an employee on leave shall notify the Superintendent or designee in writing of the employee's intention to return to duty with the District not later than February 1 or October 15 prior to the beginning of the semester in which the employee intends to return to duty with the District. If a notice of intention

to return is not received by February 1 or October 15, the District shall send a letter, by certified mail, requesting a written response from the employee. If the employee does not respond within thirty (30) calendar days following the mailing of the District's certified letter, such lack of response shall be considered to be a voluntary resignation effective at the expiration of the leave.

- 13.2.5 Notwithstanding any other provisions of this Agreement, an employee granted leave under any of the following leave provisions listed in 13.2.3, if the length of the authorized leave is one semester or less, shall be entitled to return to the same assignment held at the time such leave commenced, unless such assignment has been discontinued, in which case the employee shall be entitled to a comparable assignment. If the authorized leave is in excess of one semester, the employee shall be entitled to return to an assignment comparable to the assignment held at the time such leave commenced. "Comparable" means a position that has the same or similar duties and pay which can be performed at the same educational level as the position held prior to the leave and subject to availability of the position. "Comparable" does not mean that the unit member will be assigned to exactly the same elementary grade level.
- 13.2.6 For the purposes of Section 13.2, the Children's Center equivalent to one semester is the calculation of one half the days contracted with the State Department of Education, Child Development Division.
- 13.2.7 Business Leave
- 13.2.7.1 A unit member who requests business leave for a period exceeding one (1) hour, but not exceeding one-half (1/2) workday, may do so after receiving prior approval from the immediate supervisor. A request for personal business leave shall be submitted to the immediate supervisor in writing, and in advance of the time requested.
- 13.2.7.2 For business leaves exceeding one (1) hour, but not exceeding one-half (1/2) workday, a deduction of one-half (1/2) day's salary shall be made.
- 13.2.7.3 A unit member requesting one (1) or more full days of business leave shall submit such request in advance, in writing, to the Superintendent or designee.
- 13.2.7.4 For business leaves of one (1) or more full days, a full day's salary deduction shall be made for each such workday.
- 13.2.8 Child Care Leave
- 13.2.8.1 Subject to submission of a valid request from the employee justifying official release by the Board of Education from

concurrent employment responsibilities, The Board of Education shall grant a child care leave to a unit member who is a natural or adopting parent. The purpose of this leave is to prepare for the birth of a child or for infant care. The child care leave is limited to a period of three (3) consecutive years commencing with the birth or adoption of the first child qualifying the employee for the leave and two (2) consecutive years commencing with the birth or adoption of a subsequent child. Child care leave is limited to five years per employee.

13.2.8.2 After exhaustion of the child care leave, should unusual circumstances exist, the unit member may request consideration of another appropriate leave from the Superintendent or designee.

13.2.8.3 Such leave of absence shall be leave without pay.

13.2.9 Fulbright Exchange Teachers

13.2.9.1 A leave of absence as a Fulbright exchange teacher may be granted for a period of one (1) year in length to any teacher who has attained permanent status. The unit member may request one (1) additional year's leave of absence from the Superintendent or designee.

13.2.9.2 As soon as the applicant has been notified of the action taken by the Board of Foreign Scholarships, the applicant shall notify the Office of the Superintendent or designee in writing. If the application for exchange teaching has been accepted, a letter to the Superintendent or designee shall state the type of position and the name of the country in which the applicant will teach.

13.2.9.3 The exchange, either an interway exchange or a one-way exchange shall be made in accordance with the provisions of the Fulbright Act.

13.2.9.4 If the interchange position is in a country in which the provisions of the Fulbright Act provide for payment of the salary by the local district, the teacher shall receive the same salary that would have been received when not on leave.

13.2.9.5 Progress on the salary schedule shall not be interrupted for time spent on leave as a Fulbright exchange teacher.

13.2.9.6 To be eligible for consideration of additional unpaid leaves beyond this, the unit member must return to service in the District for one (1) full contract year.

13.2.10 General Purpose Leave

- 13.2.10.1 A leave of absence may be granted to permanent employees for one (1) semester or one (1) year for reasons other than those stated elsewhere in Article 13.
- 13.2.10.2 At the sole discretion of the District such leave may be extended.
- 13.2.10.3 To be eligible for consideration of additional unpaid leaves beyond this, the unit member must return to service in the District for one (1) full contract year.
- 13.2.10.4 A general purpose leave shall constitute an interruption in service. The year spent in general purpose leave status shall not be credited towards salary advancement, longevity, nor vacation.
- 13.2.10.5 There shall be no financial reimbursement of the employee by the District for any purpose during the period of a general purpose leave. This does not preclude the individual's returning to work as a day-to-day or long-term substitute.

13.2.11 Health Leave

- 13.2.11.1 A health leave without pay may be granted for an unlimited period in instances where an employee is physically unable to work. A substantiating statement from a licensed physician must accompany the request. When reasonably deemed necessary, the District may require verification of the extent of illness by means of a physical examination of the employee by a physician who is a specialist in the particular field of medicine appointed by and paid by the District. If opinions differ, the employee may obtain a third opinion to be paid for by the employee.
- 13.2.11.2 This regulation, which requires and prescribes the manner of proof of illness or injury, shall not discriminate against evidence of treatment and the need, therefore, by the practice of the religion of any well-recognized church or denomination.
- 13.2.11.3 When an employee seeks to return to work or is scheduled to return to work, the District may require that the employee submit to a physical examination conducted by a physician chosen and paid for by the District. If the physician finds that the employee is not able to perform all assigned duties, the District may delay the employee's return to paid status.
- 13.2.11.4 Such leave of absence shall be leave without pay.

13.2.12 Home Responsibility Leave

- 13.2.12.1 All bargaining unit members, except temporary and long-term substitute employees, shall be entitled to a home

responsibility leave in accordance with the following provisions:

- a. A home responsibility leave of absence shall be limited to two (2) years for an employee to attend to circumstances arising from the prolonged illness of a family member(s) or for other reasons requiring the presence of the employee at home and justifying official release by the Board of Education from concurrent employment responsibilities.
- b. A home responsibility leave for the purpose of child care shall not be used to extend a child care leave taken pursuant to section 13.2.8.
- c. At the sole discretion of the District such leave may be extended.
- d. Such leave of absence shall be a leave without pay.

13.2.13 Teaching in a Foreign Country

- 13.2.13.1 An unpaid leave of absence for teaching in a foreign country may be granted for one (1) year to any teacher who has attained permanent status. The unit member may request one (1) additional year's leave of absence from the Superintendent or designee.
- 13.2.13.2 To be eligible for consideration of additional unpaid leaves beyond this, the unit member must return to service in the District for one full contract year.
- 13.2.13.3 Progress on the salary schedule shall not be interrupted for authorized time spent on this leave.
- 13.2.13.4 Prior to accepting the position, a request for approval must have been submitted to and approved by the Board of Education. Such request shall state the type of position and length of service for which the teacher will be employed. It should be accompanied by a letter from the principal or official in charge, stating that the teacher has been offered a position.

13.2.14 Family Care and Medical Leave

- 13.2.14.1 It is the intent of this provision to be consistent with federal Family and Medical Leave Act (FMLA; 29 U.S.C. § 2601, et seq.) and the California Family Rights Act (CFRA); Government Code section 12945.2), and it shall be interpreted so that there will be no violation of those laws.
- 13.2.14.2 An eligible unit member shall be entitled to twelve (12) work weeks of unpaid leave in a fiscal year (July 1 through June

30, inclusive) for a qualifying reason. Where the leave is to care for an injured servicemember, the employee is entitled to twenty-six (26) workweeks in a twelve (12) month period commencing on the first date of absence for that reason.

13.2.14.3 A unit member is eligible for leave under this Section if he or she has been employed by the District for at least twelve (12) months, which need not be consecutive, and have actually worked at least 1,250 hours in the twelve (12) months immediately prior to commencement of the leave. A full-time teacher is presumed to work 1,250 hours.

13.2.14.4 Leave may be taken under this section for the following qualifying reasons:

- a. For the birth and care of a child of the employee, or for the placement and care of a child with an employee in connection with the adoption of the child or foster care of the child by the employee, within twelve (12) months of the birth or placement;
- b. To care for the employee's parent, spouse, registered domestic partner (CFRA leave only), or child with a serious health condition;
- c. For the employee's own serious health condition;
- d. To care for a parent, spouse, child or next of kin who is a covered servicemember or veteran suffering from a serious injury or illness sustained in the line of duty on active duty (FMLA and possibly CFRA); or
- e. For a qualifying exigency arising out of the fact that a parent, spouse, or child is a covered servicemember on covered active duty or has been notified of an impending call or order to covered active military duty (FMLA only).

13.2.14.5 While on a family care and medical leave, an employee shall be entitled to continue health and welfare benefits under the same terms and conditions as if he or she was working. During an unpaid family care and medical leave an employee shall retain employee status with the District, and such leave shall not constitute a break in service. An employee returning from an unpaid family care and medical leave shall have no less seniority than when the leave commenced.

13.2.14.6 If an employee's need for an unpaid family care and medical leave is foreseeable, the employee shall provide the District with at least thirty (30) calendar days advance notice of the need for such leave. If the employee's need for such leave is foreseeable due to a planned medical treatment or

supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the District.

13.2.14.7 The District requires that an employee's request for an unpaid family care and medical leave for the purpose of caring for a child, spouse, registered domestic partner, or parent who has a serious health condition or for the employee's own serious health condition be supported by a written certification issued by the health care provider of the individual family member requiring care. This written certification must include the date on which the serious health condition commenced and the probable duration of the condition.

For a leave based upon caring for a child, spouse, registered domestic partner, or parent who has a serious health condition the written certificate must have an estimate of the amount of time the health care provider believes the employee needs to care for the individual requiring care, and a statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.

For a leave based on the employee's own serious health condition, the written certification must include a statement that the employee is unable to perform the functions of his or her position.

If additional leave is required upon the expiration of the time estimated by the health care provider, the employee must request such additional leave again supported by a written certification consistent with the requirements for an initial certification.

13.2.14.8 In any case in which the District has reason to doubt the validity of the certification provided pursuant to this section, the District may require, at the District's expense, that the employee, or as appropriate the employee's spouse, child, or parent, obtain the opinion of another health care provider, designated or approved jointly by the District and the employee. The opinion of the mutually agreed upon health care provider shall be considered to be final and shall be binding on the District and the employee.

13.1.14.9 As a condition of an employee's return from leave taken because of the employee's own serious health condition, the

13.2.14.10

employee shall obtain certification from his or her health care provider that the employee is able to resume work.

For purposes of this provision and consistent with current law, the term "child" means a biological, adopted, or foster child, a step-child, a legal ward, or a child of an employee standing in loco parentis who is either under eighteen years of age or an adult dependent child. For the military caregiver and qualifying exigency reasons only, the child may be an adult and need not be dependent.

For purposes of this provision and consistent with current law, "covered servicemember" or "veteran" shall be as defined in the FMLA.

For purposes of this provision and consistent with current law, "next of kin" shall be as defined in the FMLA.

For purposes of this provision and consistent with current law, the term "parent" means biological, foster, or adoptive parent, a stepparent or a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

For purposes of this provision and consistent with current law, the term "qualifying exigency" shall be as defined in the FMLA.

For purposes of this provision and consistent with current law, the term "registered domestic partner" shall be as defined in California Family Code section 297.

For purposes of this provision and consistent with current law, the term "serious health condition" means an illness, injury, impairment, or physical or mental condition which involves either of the following:

- (a) Inpatient care in a hospital, hospice, or residential health care facility; or
- (b) Continuing treatment or continuing supervision by a health care provider. For purposes of this provision and consistent with current law, the term "health care provider" means an individual holding either a physician's and surgeon's certificate issued pursuant to applicable law, or an osteopathic physician's and surgeon's certificate issued pursuant to applicable law.

- 13.2.14.11 The right to family care and medical leave shall be in addition to any other leave to which employees are entitled. Upon written request, an employee taking a leave shall be entitled to substitute any of the employee's accrued sick leave or any other accrued paid leave during this period.
- 13.2.14.12 During any period an employee takes unpaid family care and medical leave the District shall maintain and pay for coverage for health and welfare benefits pursuant to Article 8. The District may recover the premium that it paid as required by this subdivision for maintaining coverage for the employee under the group health plan if both of the following conditions occur:
- (a) The employee fails to return from leave after the period of leave to which the employee is entitled has expired.
 - (b) The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to family care and medical leave or other circumstances beyond the control of the employee.
- 13.2.14.13 Upon the termination of the leave, an employee shall have a right to reinstatement in the same or comparable position s/he occupied prior to the leave. For the purposes of this section, same or comparable position means a position that has the same or similar duties and pay which can be performed at the same or similar educational level as the position held prior to the leave and subject to the availability of the position. The District may refuse to reinstate an employee returning from leave to the same or a comparable position if all of the following apply: the employee is a salaried employee who is among the highest paid 10 percent of the District's employees; the refusal is necessary to prevent substantial and grievous economic injury to the operations of the District; and the District notifies the employee of the intent to refuse reinstatement at the time the District determines the refusal is necessary.
- 13.2.14.14 Family care and medical leave may be taken in one (1) or more periods. Leave may be taken in increments of at least one (1) day for recurring medical treatment certified by a health care provider.