

## ARTICLE 19

### LEAVES OF ABSENCE

#### 19.1 Types of Leaves

19.1.1 Leaves of absence provided in this contract shall fall into the following categories:

19.1.1.1 Leaves of absence with pay and District-paid fringe benefits. The following leaves of absence with pay are provided:

- 19.1.1.1.1 Sick Leave (§19.3)
- 19.1.1.1.2 Industrial Illness or Accident (§19.4)
- 19.1.1.1.3 Bereavement (§19.5)
- 19.1.1.1.4 Personal Necessity (§19.6)
- 19.1.1.1.5 Jury Duty (§19.7)
- 19.1.1.1.6 Court Appearance (§19.8)
- ~~19.1.1.1.7 Personal Business~~
- 19.1.1.1.8 Paid Military (§19.9)
- 19.1.1.1.9 Sabbatical (§19.10)
- 19.1.1.1.10 Association Business (§19.11 & 19.12)
- 19.1.1.1.11 Layoff Leave (§19.22)
- 19.1.1.1.12 Professional Conference Leave (§19.13)
- 19.1.1.1.13 Pregnancy & Maternity (§19.17)

19.1.1.2 The following leaves of absence without pay are provided:

- 19.1.1.2.1 Improvement of Health (§19.14)
- 19.1.1.2.2 Educational Improvement (§19.15)
- 19.1.1.2.3 Opportunity (§19.16)
- 19.1.1.2.4 Pregnancy & Maternity (§19.17)
- 19.1.1.2.5 Parental (§19.3)
- 19.1.1.2.6 Political (§19.3)
- ~~19.1.1.2.7 Religious Observance~~
- 19.1.1.2.7 General (§19.3)
- 19.1.1.2.8 Pre-Retirement (§19.3)
- 19.1.1.2.9 Family Care Leave (§19.23)

19.1.2 A unit member may elect to continue medical, dental and vision coverage while on unpaid leave as provided in Article 16, §16.6 of this Agreement. A unit member may elect to continue medical coverage while on a paid leave as provided in Article 16, §16.6 of this Agreement.

#### 19.2 General Policies Governing Leaves of Absence

19.2.1 No leave will be considered an interruption in continuity of service.

19.2.2 Any unit member on a leave, paid or unpaid, for one (1) school year or less shall be returned to the same assignment held prior

to the beginning of the leave, if that assignment still exists. If the assignment does not exist, the unit member shall be given a similar assignment at the same school. If no similar assignment exists at the same school the unit member shall be returned to a position, subject to the transfer procedures.

- 19.2.3 The parties shall maintain a list of temporary employees hired to fill the assignment of unit members on leave pursuant to this section.
- 19.2.4 Unit members returning from a leave, paid or unpaid, greater than one (1) school year shall have the opportunity to return to the same assignment if a vacancy exists. If the assignment is not vacant, the unit member shall be offered a vacant position at the same school. If there is no vacancy at the same school site, the unit member shall be returned to a position, subject to the transfer procedures. A vacancy is defined as a position not held by a probationary or permanent unit employee.
- 19.2.5 Requests for leave must be submitted to the Personnel Services Office on the appropriate form. With agreement of the District a unit member may return from leave prior to the previously stated return date.
  - 19.2.5.1 Any forms used for requesting or reporting leaves must be mutually agreed upon by the District and the Association.
  - 19.2.5.2 The District reserves the right to require verification of absences if the number of absences becomes excessive or has an identified pattern.
  - 19.2.5.3 Verification of the cause of absence and/or the unit member's fitness to return to work by a licensed physician or recognized practitioner of a church must be presented before allowing payment for six (6) or more consecutive days of absence due to illness or accident.
- 19.2.6 A one (1) year unpaid leave shall be extended for a second year provided that the Personnel Services Office receives a request to extend the leave for a full second year no later than April 15 of the school year preceding that for which the extension is sought. With agreement of the Personnel Services Office, a unit member may be granted a leave extension requested after April 15. Except as provided by statute, the maximum allowable unpaid leave of absence is two (2) consecutive school years.
  - 19.2.6.1 For purposes of this section a school year is defined as 75% of the required days of service for the unit member.
- 19.2.7 A unit member need not be granted an Improvement of Health, Educational Improvement, Opportunity, or Parent Leave if that

unit member is under active consideration for a disciplinary termination at the time the request for leave is made. If a request for such leave is denied due to a pending disciplinary termination, the unit member shall be so informed in writing of the denial and the reason therefor within one (1) week from the date of the receipt of the request.

- 19.2.8 For all absences subject to a daily rate reduction, the daily rate of pay shall be determined by dividing the annual rate of pay by the number of days in the unit member's work year. The daily rate of pay so determined shall be deducted for each working day (days the unit member is required to be on duty) that the unit member is absent from duty.
- 19.2.9 When a leave is granted, the recipient has a contractual obligation to the District to utilize the leave period for the purpose specified.
- 19.2.10 Retirement credit shall not be earned for any leave of absence without pay. The unit member on leave of absence with pay shall earn retirement credit in accordance with the Education Code.
- 19.2.11 A unit member requesting Educational Improvement or Opportunity Leave shall submit that request in writing no later than April 15 for leaves commencing the following school year. If the leave requested is to commence in the spring semester, the written request shall be submitted no later than December 15. With agreement of the Executive Director, Human Resources or designee, a unit member may be granted such leave requested after April 15 or December 15. Once requested the leave must be taken unless otherwise agreed by the unit member and the District.
- 19.2.12 The District shall attempt to establish and maintain a list of qualified substitutes for bargaining unit positions.
- 19.2.13 A unit member who becomes ill or must be absent for some other reason must report the need for a substitute by calling the substitute management service. The District will make an effort to provide a specifically requested substitute teacher.
- 19.2.14 Unit members shall not be required to substitute for other unit members except in cases of emergency. An emergency for the purposes of this provision exists when for reasons of availability or time, the District is unable to provide a qualified substitute. Nothing in this provision shall prevent any unit member from volunteering to cover an assignment of another unit member.

### **19.3 Sick Leave**

- 19.3.1 Annually, each unit member shall be granted ten (10) sick leave days per school year with full pay to be used in cases of accident, illness, quarantine or other use which complies with relevant statute. All annual days shall be credited to each unit member at

the beginning of each school year. Any days not used will be accumulated indefinitely by the unit member for use if necessary during succeeding years.

- 19.3.2 Unit members shall receive an annual accounting of accumulated sick leave, plus the number of days to which the unit member is entitled for the current school year, no later than November 1 of each year.
- 19.3.3 Disabilities caused or contributed to by pregnancy and recovery therefrom shall be treated like any other temporary disability and shall be covered by sick leave provisions. The length of disability shall be determined by the unit member and the unit member's medical advisor. Each pregnant unit member shall be entitled, upon request, to an unpaid leave of absence as provided in §19.17 (Pregnancy & Maternity Leave), in addition to or in place of sick leave.
- 19.3.4 Effective January 1, 1999 the District shall comply with the provisions of: Ed. Code §44977, and Ed. Code §44978.1. In summary these sections provide for the following:
  - 19.3.4.1 After all accumulated sick leave days at full pay have *been used and additional absence due to illness or accident is necessary, the unit member shall receive the difference between their own salary and the amount which was, or would have been paid to a substitute, had one been employed, up to a total of five (5) school months in accordance with the regular daily and long-term substitute teacher rates, without regard to the experience schedule and retiree schedule as delineated in Appendix L.*
  - 19.3.4.2 Sick leave, including accumulated sick leave, and the five- month period shall run consecutively.
  - 19.3.4.3 An employee shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year.
  - 19.3.4.4 An employee who is placed on a 24-month or 39-month reemployment list pursuant to Ed. Code §44978.1 may request an "Improvement of Health" leave pursuant to section 19.14 of this Article. This leave may be extended pursuant to section 19.2.6 of this Article.
  - 19.3.4.5 Return rights from an "Improvement of Health Leave" shall be consistent with the agreement (e.g. sections 19.2.2 & 19.3.4.6)

- 19.3.4.6 The period of time spent on an "Improvement of Health" leave shall run concurrently with time spent on a 24-month or 39-month reemployment list.
- 19.3.4.7 If an employee is medically able to return to their duties after they have exhausted their "Improvement of Health Leave," but prior to being released from employment (e.g. expiration of the 24-month or 39-month reemployment list) the employee shall be returned to the next available vacancy for which they are credentialed and qualified.
  - 19.3.4.7.1 If more than one vacancy exists, the Executive Director of Human Resources or designee shall solicit from the employee their preference.
  - 19.3.4.7.2 The Executive Director of Human Resources or designee shall discuss the placement with the principals at the schools identified as a preference. If deemed appropriate by the Executive Director of Human Resources or designee, an interview may be scheduled at one or more of the schools.
  - 19.3.4.7.3 It is desirable that the unit member be placed in an assignment that maximizes the possibility of the unit members' success. Therefore, the Executive Director of Human Resources or designee will continue to work with the unit member and the principal to insure a mutually satisfactory and agreeable placement.
  - 19.3.4.7.4 If it becomes necessary, the Executive Director of Human Resources or designee shall make the final placement.

19.3.5 Unused sick leave days shall be transferred pursuant to §44979 (Ed.C.) when a unit member transfers to another district.

#### **19.4 Industrial Accident**

- 19.4.1 Allowable leave for industrial accidents and illnesses shall be for a maximum of sixty (60) days 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 in any one (1) fiscal year of the same accident.
- 19.4.2 Allowable leave for industrial accident or illness shall not be accumulated from year to year.

- 19.4.3 Industrial accident or illness leave shall commence on the first day of absence.
- 19.4.4 When a unit member is absent from their duties on account of any industrial accident or illness, they shall be paid such portion of the salary due them for any month in which the absence occurs as, when added to this temporary Workers Compensation benefit, will result in payment to the unit member of not more than their full salary.
- 19.4.5 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
- 19.4.6 When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due them for the same illness or injury.
- 19.4.7 Upon termination of the sixty (60) days of industrial accident or illness leave and if the unit member is not medically able to return to work, they shall be entitled to sick leave, and for the purposes of each of these sections, their absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary Workers Compensation benefits, they may elect to take as much of their accumulated sick leave which, when added to their temporary Workers Compensation benefits, will result in a payment to them of not more than their full salary.
- 19.4.8 During any paid leave of absence, the unit member shall endorse to the District the temporary Workers Compensation checks received on account of their industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the member's salary and shall deduct normal retirement and other authorized contributions.
- 19.4.9 The unit member shall qualify for the provisions of this policy when they assume a regular position with the District.
- 19.4.10 Any unit member receiving benefits as a result of this section, shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.
- 19.4.11 A unit member requesting or claiming leave of absence for an industrial accident or illness is required to provide a doctor's statement verifying that the unit member is unable to fulfill their regular duties because of the injury or illness.
- 19.4.12 A unit member returning to their position from an industrial accident or illness leave, granted under the provisions of this policy, is required to submit a doctor's statement verifying that they are able to resume the responsibilities of their position.

## **19.5 Bereavement**

19.5.1 A unit member shall be granted up to a maximum of four (4) days leave on full pay with no deduction of sick leave in the event of death of a member of the immediate family or five (5) days if travel beyond two hundred (200) miles (one way) is required, or ten (10) days if travel beyond the continental United States is required. A unit member may elect to use as additional bereavement leave all or a portion of the ten (10) days of personal necessity leave. For purposes of this section, "immediate family" includes dependents of unit members who have qualified for coverage under the CalPERS Health Program (Article 16), as well as those included in section 1.2.3.

## **19.6 Personal Necessity**

19.6.1 Personal necessity leave shall be limited to circumstances serious in nature which the employee cannot reasonably be expected to disregard, as opposed to leaves taken at employee choice such as vacation or recreation activities. Absences pursuant to this leave provision normally necessitate the employee's immediate physical presence elsewhere and involve matters which cannot be accomplished at any other time. Every unit member shall be entitled to use ten (10) days of their paid sick leave allotment during each school year in case of personal necessity. Upon request, the District may extend the annual use of Personal Necessity leave beyond ten (10) days in exceptional circumstances. Request for such extension of Personal Necessity leave shall be reviewed on a case by case basis; however, the granting of additional Personal Necessity leave shall be equitably applied to all unit members. In cases where the District has concerns regarding a Personal Necessity leave extension, the Executive Director, Human Resources or designee shall consult with MDEA leadership. Such extension of Personal Necessity leave shall not be granted for use under §19.6.1(a), but may be used for situations including, but not limited to, those outlined in §19.6.1.1 - §19.6.1.3.

### **19.6.1 (a) Discretionary Days**

Up to four (4) days of personal necessity may be utilized at the discretion of individual unit members each school year ("Discretionary Days"). Unit members shall give their supervisor three (3) school days advance notice of their intention to use Discretionary Days. Such notice shall be tendered, in writing, and Discretionary Days shall also be entered into the District's substitute notification system at least three (3) school days prior to utilization. Such

Discretionary Days shall be included in the allotted ten (10) days of personal necessity leave which may be used during each school year.

A unit member is encouraged to, but shall not be required to, secure advance permission to use personal necessity leave for the following reasons:

19.6.1.1 Death or serious illness of a member of their immediate family.

19.6.1.2 Accident, involving their person or property, or the person or property of a member of their immediate family.

19.6.1.3 Funeral of a relative or friend not living in household.

19.6.1.4 Maternal/Paternal - Birth of their child, or upon their adoption of a child. An additional ten (10) days of accrued accumulated sick leave may be utilized for adoptions which require the unit member to travel outside of the United States and the continent of North America.

19.6.1.5 Observance of a religious holiday or activity of their faith.

16.6.1.6 Personal Business.

19.6.2 A unit member shall attempt to give prior notification when using personal necessity leave for the following reasons.

19.6.2.1 The presence of the unit member is required to deal with a matter which is not covered under District leave of absence regulations.

19.6.2.2 The matter cannot be dealt with outside of the unit member's working day.

## **19.7 Jury Duty**

19.7.1 Leaves of absence shall be granted to unit members called for jury duty at full pay. Pay granted for such leave shall be the regular rate of pay less the amount paid as a jury fee – not including mileage or other expense reimbursement. Service on jury duty which involves being “on call” shall require the unit member to be present on site except for the time when actually in attendance at the court house.

## **19.8 Court Appearance**

19.8.1 A paid leave of absence shall be granted a unit member to appear



as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about by the connivance or misconduct of the unit member.

## **19.9 Military**

19.9.1 Unit members who are members of any reserve corps of the Armed Forces of the United States or the National Guard, or who are inducted, enlist, or are otherwise ordered to active military duty shall be granted such leave and military leave pay as is provided by the Military and Veterans Code. Unit members shall request that such service be scheduled to not interfere with the school year.

## **19.10 Sabbatical**

19.10.1 The Board of Education may grant sabbatical leaves of absence for one year or one (1) semester.

19.10.2 Sabbatical leave may be granted for the following purposes: to engage in professional study, independent study, travel or research.

19.10.3 It is understood that such leave is granted not as a reward for work already performed but rather as an opportunity to prepare for improved service which will benefit the schools and pupils of the district.

19.10.4 A professional study or research leave is one during which the unit member pursues a program of a minimum of eight (8) units each semester, or the equivalent, in an accredited institute of higher learning. The course must relate to the present or prospective service of the unit member and preferably should qualify them for another credential or degree.

19.10.5 A study leave taken for the purpose of pursuing a program of independent study or research must be related to the present or prospective service and must be under the guidance of a sponsor authorized by the Sabbatical Leave Review Committee. This sponsor can be an institution of higher learning, the District, a foundation, or similar agency. The program must be at least equivalent in effort and content to the required units as outlined above. A complete plan for such study must be approved by the sponsor and filed with the original application for leave.

19.10.6 Applicants who desire to travel shall submit a detailed plan of the proposed travel and an explanation of how the travel will relate to the school work of said unit member.

19.10.7 Any change of plan must be requested in writing and approved in advance.

19.10.8 Sabbatical study should be performed during the period of leave. Special consideration may be given in instances where deviation seems desirable.

19.10.9 Eligibility for Sabbatical Leave

19.10.9.1 Any unit member is eligible to apply who has served the District for seven (7) consecutive years prior to their application in a full-time capacity and who agrees to abide by all the conditions.

19.10.9.1.1 Qualifying service shall be construed as seventy-five percent (75%) of the teaching days for each school year, except that a year in which the applicant has rendered some service but has failed to serve seventy-five percent (75%) of the teaching days, shall not be counted as an interruption of the seven (7) year consecutive period.

19.10.9.2 Sabbatical leave shall not be considered for a unit member who shall have reached the age of sixty (60) before July 1 of the year in which their sabbatical leave would begin.

19.10.9.3 A health certificate shall be presented indicating that the applicant is in satisfactory physical condition to pursue their leave of absence program.

19.10.9.4 Applications for Sabbatical Leave

19.10.9.4.1 All applications for sabbatical leave shall be submitted on forms provided and shall include a full statement of the purpose and plans for use of such a leave.

19.10.9.4.2 Applications shall be submitted by March 1 prior to the school year leave is to be taken. Unusual circumstances will be considered by the Sabbatical Leave Review Committee.

19.10.10 Rate of Pay

19.10.10.1 Sabbatical leaves may be granted for one (1) or two (2) semesters.

19.10.10.1.1 A unit member who is granted a leave for two (2) semesters shall receive fifty percent (50%) of their salary. A unit member awarded a leave for one semester may receive one hundred percent (100%) of their salary for that semester.

19.10.11 The applicant who has been granted sabbatical leave and has complied with the provisions under which such leave was granted will receive fifty percent (50%) of their regular salary for the period of time for which the sabbatical leave was granted (except as noted above) computed on a monthly basis; however, the compensation for any employment accepted during sabbatical leave shall not exceed the difference between the regular salary the unit member would have received had they remained on duty and any other remuneration they might receive during the sabbatical leave year. The unit member may continue rendering any form of outside employment rendered concurrently with their regular service to the District provided there is no increase in such service.

19.10.12 Bond Required

19.10.12.1 The unit member shall furnish a bond indemnifying the District for the amount of sabbatical leave pay in the event they fail to render at least two (2) years of service in the employ of the District following their return from the sabbatical leave of absence.

19.10.13 Effect of injury or illness

19.10.13.1 In case of injury to or other illness of the unit member during leave which prevents them from completing the purpose of the leave, the sabbatical leave will be terminated and all provisions for sick leave will apply. If injury, illness, or death prevents the unit member from fulfilling their agreement to return to service in the District for at least two (2) years, no repaying of leave salary will be required.

19.10.14 Retirement

19.10.14.1 Sabbatical leave shall count toward retirement and the retirement and annuity contributions shall be deducted from warrants in the usual manner.

19.10.15 Filing of Report on Study

19.10.15.1 Not later than the day on which they return to active service in the District, unless granted an extension by the Superintendent, the unit member who has taken sabbatical leave will file with the Superintendent a detailed report giving evidence that the program of study agreed upon has been carried out.

19.10.16 Return to Salary Schedule and Use of College Credits on Schedule

- 19.10.16.1 College credits earned during sabbatical leave may be utilized to meet the requirements for one (1) growth hurdle on the salary schedule and for change of classification if the credits are in accordance with salary schedule requirements. The unit member's salary upon return to service will be in accordance with salary schedule regulations, with advancement computed as though the unit member were on regular duty.
- 19.10.17 Restrictions on Number Granted Sabbatical Leave and Expenditure Allowed
  - 19.10.17.1 A maximum of twenty thousand dollars (\$20,000) may be budgeted in any one (1) year for sabbatical leave salaries. Not more than ten (10) unit member shall be granted sabbatical leave during the same year. The Sabbatical Leave Review Committee shall approve applications based upon benefits to the District and recommend an appropriation to fund such leaves.
- 19.10.18 Other Details of Policy and/or Procedure
  - 19.10.18.1 The Superintendent and the Sabbatical Leave Review Committee with the approval of the Board of Education are authorized to establish such further details of policy and procedures governing sabbatical leave as may be necessary from time to time.
- 19.10.19 Sabbatical Leave Review Committee
  - 19.10.19.1 The Sabbatical Leave Review Committee consisting of the Superintendent or designee, one (1) School Board Member, Executive Director, Human Resources, two (2) elementary, one (1) middle, and two (2) high school unit members, and two (2) principals shall be appointed by the Superintendent and approved by the Board no later than November 1 of each year. Of the initial appointees one (1) principal and two (2) of the unit members shall serve a one (1) year term. Which members are to serve such one (1) year terms shall be decided by lot.  
  
Subsequent terms of appointment for the unit members and principals shall be two (2) years. This committee will review all applications and make recommendations. It shall also be responsible for setting up criteria for the evaluation of all applications and circulating such criteria to each

school by February 1. Recommendations of this committee shall be submitted to the Board of Education for final decision.

### **19.11 Association Business**

- 19.11.1 The Association may designate members to conduct business during school hours. An overall total of twenty- three (23) days of paid leave per year will be provided for this purpose.
- 19.11.2 No individual unit member shall use more than ten (10) days in a school year. Such days shall not include release time provided for processing grievances or negotiating. The Association shall reimburse the District for Association Leaves in an amount sufficient to pay for a substitute or temporary employee as appropriate.

### **19.12 Association President/Second Officer Leave**

- 19.12.1 The Board shall grant, upon request, a paid leave to the President and a second officer of the Association's choosing during their term(s) of office. The Association shall reimburse the District for the actual amount of the President's and second officer's (if applicable) dental and vision benefits and the total salary and fixed costs of a Class I, Step 1 teacher for each released officer, including their respective State Teachers' Retirement System contributions.
- 19.12.2 The District shall bill the Association for all costs related to Association leave on a quarterly basis.
- 19.12.3 Upon completion of their terms in office, the MDEA president and second release officer (if applicable) shall be offered an assignment at their previous work sites provided that the assignment(s) have not been eliminated. An assignment shall be defined at the elementary level as either primary (K-3) or intermediate (4-5). A secondary assignment shall be defined as the department or core area previously assigned. The returning president and/or second release officer may decline this option and exercise involuntary transfer return rights (pursuant to Article 5, Transfer) by selecting from the vacancy list prior to the first posting.

### **19.13 Professional Conference Leave**

- 19.13.1 A unit member who is an officer of a state, regional or national education organization, which has the improvement of instruction or curriculum as its primary purpose or which is otherwise pertinent to the District's program, may be granted paid leave to attend meetings, conferences or conventions of such organizations with the approval of the Director of Certificated Personnel Services.
- 19.13.2 A unit member wishing to attend an educational conference may apply for paid leave to their principal, program administrator or

appropriate Assistant/Associate Superintendent. Approval is contingent on availability of funds.

- 19.13.3 A unit member wishing to attend an educational conference may apply for a partial paid leave to their principal, program administrator, or appropriate Assistant Superintendent. If approved, the unit member will receive the difference between their salary and the amount which would have been paid to a substitute at the basic substitute rate. Approval will not be unreasonably withheld.

#### **19.14 Improvement of Health**

- 19.14.1 Any unit member shall be granted a leave of absence without pay for reasons of health, such leave to be specified for a period of not less than one (1) semester or more than one (1) year. The leave must be recommended by a physician in written form. A written statement from the physician certifying the unit member's ability to return to full-time service is required before reinstatement. The District shall grant an unpaid leave of absence to any unit member who has applied for a disability allowance from the State Teachers Retirement System. This leave shall not extend thirty (30) days beyond the final determination of the disability allowance. If the unit member is determined to be eligible for the disability allowed by STRS, such leave shall be extended for the term of the disability but not for more than thirty-nine (39) months from the date of notification of the determination.

#### **19.15 Educational Improvement**

- 19.15.1 A permanent unit member shall be granted, upon request, a leave of absence without pay for purposes of educational improvement and advancement for not less than one (1) semester nor more than one (1) year. The request for this leave must be received in the Personnel Office by April 15th.

#### **19.16 Opportunity**

- 19.16.1 The District shall grant to unit members an unpaid opportunity leave, upon request, for a full semester or a full school year.

#### **19.17 Pregnancy & Maternity**

- 19.17.1 The District shall grant, upon request, an unpaid leave of absence to a pregnant unit member prior to the beginning of the disability period of the pregnancy. The unit member may use sick leave when they have a disability caused or contributed to by pregnancy and recovery therefrom. If the unit member elects not to use sick leave, the request for maternity leave shall specify the beginning and end of the leave and the anticipated date of delivery as determined by a physician.

- 19.17.2 Disabilities caused or contributed to by pregnancy and recovery therefrom shall be treated like any other temporary disability and shall be covered by sick leave provisions. The length of disability shall be determined by the unit member and the unit member's medical advisor.
- 19.17.3 The parties shall cooperatively develop a comprehensive packet describing pregnancy and maternity benefits provided under the Agreement and the law.

### **19.18 Parental Leave**

- 19.18.1 A leave of absence shall be granted to a unit member without pay for the balance of the school year for the purpose of caring for any child entrusted to their care. Any extension of such leave shall be granted as provided in §19.2.6.
  - 19.18.1.1 The District shall provide paid leave to unit member(s) for the purpose of caring for any child entrusted to their care, in accordance with the provisions of AB 375. In order to qualify to receive differential pay under AB 375 leave, members must first have exhausted all accumulated sick leave. Unit members may not access their individual sick leave for the illness or disability of others except as **specifically provided in §19.6.1.1.**

### **19.19 Political Leave**

- 19.19.1 A unit member who is elected to public office shall be entitled, upon request, to an unpaid leave of absence for the length of their term or terms in office. The unit member on leave shall notify the Board of their intended return no later than April 15 of the year preceding such return regardless of when the term ends.

### **19.20 General Leaves**

- 19.20.1 A request by the unit member to be absent from regular duties for reasons other than those covered by this Agreement may be granted at the discretion of the Executive Director, Human Resources for occasions of an emergency nature or in instances of extraordinary circumstances. If the leave is granted, full deduction of salary, prorated on a daily rate shall be made.

### **19.21 Pre-Retirement Leave**

- 19.21.1 A unit member who is at least fifty (50) years of age and has taught for at least twenty (20) years, the most recent ten (10) of which must have been in the District, shall be granted upon request an unpaid leave of absence for a maximum of five (5) years. The unit member may retain their insurance coverage as

provided in Employee Benefits §16.6. At the end of the five (5) year period, the unit member shall retire. Resignation may occur before the end of the five (5) year leave. If the unit member desires to return to employment before the end of the five (5) year period, they may do so with District approval.

#### **19.22 Layoff Leave**

19.22.1 Unit members who are laid off shall be entitled to two (2) days of paid leave in order to seek new employment opportunities. Notice shall be given by the laid off unit member to the District prior to the use of these days.

#### **19.23 Family Care Leave**

19.23.1 Except as provided in this agreement, any employee who has served the district more than one (1) continuous year shall be eligible to take unpaid family care leave under the provisions of Government Code 12945.2 and subsequent regulations adopted by the Fair Employment and Housing Commission.

#### **19.24 Catastrophic Sick Leave Bank**

The parties have established a Catastrophic Sick Leave Bank (CSLB or Bank) for permanent, active members. The maximum number of days the Bank may contain during any one year shall be limited to no more than 50 days more than the number of teachers currently enrolled in the Bank. Annually, during September, unit members shall be asked if they wish to participate in the Bank. However, eligible members may join the bank at any time subject to the limitations in §19.24.2 (c). In order to participate, an eligible unit member need not have any remaining banked sick leave days on the first required workday, since annual sick leave days are not credited until the August pay warrant. The maximum annual contribution, if any, shall be set by the CSLB Committee (Committee), but in no event greater than one (1) day, or the fraction of a day necessary to maintain the Bank at the minimum level. The minimum level shall be defined as the point at which the number of days in the CSLB drops to one-half of the number of members enrolled in the bank. For example, if the current year membership in the Bank is 1,500 and the number of days in the Bank drops to 750, the Committee would set a contribution of one-half (1/2) additional day of sick leave to maintain current members' eligibility in the CSLB, and to ensure that the Bank is replenished to the point that the total number of days in the Bank is equal to the current number of CSLB members. The maximum lifetime withdrawal by any one unit member shall be seventy-five (75) days. Rules of the program shall be developed by the Committee using a consensus model. The Committee shall be made up of two (2) members appointed by the Association and one (1) member appointed by the District. Approval of applications for withdrawals is vested solely in the Committee and shall be determined by majority vote.



#### 19.24.1 Catastrophic Leave Days

- a. For the purposes of this section, a "day" shall be any day a unit member is expected to be on duty during the regular school year, as determined by the terms of the Agreement.
- b. Days in the CSLB shall accumulate from year to year, not to exceed 50 days more than the number of unit members currently enrolled in the Bank.
- c. Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the CSLB participant.

#### 19.24.2 Eligibility and Contributions

- a. All permanent unit members on active duty with the District are eligible to contribute to the CSLB, subject to the conditions set forth in §19.24 above.
- b. Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- c. Unit members who elect not to join the CSLB upon first becoming eligible have a waiting period of thirty (30) calendar days after joining the Bank, before becoming eligible to withdraw from the Bank. Eligible unit members may enroll in the Bank from the first workday of the school year through September 30 of that same school year.
- d. The contribution, on the appropriate form, shall be authorized by the unit member and continued from year to year until canceled by the unit member.
- e. Cancellation occurs automatically whenever a unit member fails to make, if required, their annual contribution to assessment. Cancellation on the proper form may be effected at any time. The unit member shall not be eligible to draw from the Bank as of the effective date of the cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the unit member or Bank effects cancellation.
- f. Contributions shall be made during the month of September of each year. Unit members returning from extended leave, which included the enrollment period, will be permitted to contribute within thirty (30) calendar days of returning to or beginning work. District shall supply enrollment forms for the CLSB to all qualified members and to those unit members returning from leave.
- g. The annual rate of contribution by each participating unit member for each school year shall be determined by the

committee provided, however, the minimum contribution to join the bank shall be one (1) day of sick leave which shall be deemed to equate to the legal minimum required by Education Code 44043.5.

- h. Unit members are eligible to use leave for the bank for their own catastrophic illness or injury only and shall not be entitled to use the leave to care for sick family members and dependents.

#### 19.24.3 Withdrawal From the Bank

- a. Catastrophic Leave Bank participants whose sick leave benefits are exhausted may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that seriously incapacitates the unit member for more than ten (10) consecutive duty days and may include, but not be limited to: Traumatic brain injuries, stroke, effects of HIV, heart ailments, paralysis, etc. Stress shall not be deemed a catastrophic illness under this Article; however, physical manifestations of stress may qualify as catastrophic illness, pending a medical review by a physician of the Committee's choice and at the unit member's expense, per §19.24.3 (g). If a reoccurrence or a second illness or injury incapacitates a unit member within twelve (12) months, it shall be deemed catastrophic after five (5) consecutive days.
- b. Unit members who have exhausted their accrued sick leave, but still have differential leave available are eligible for a withdrawal from the CSLB. The District shall pay the unit member full pay and the Bank shall be charged one-half (1/2) day per paid day. Unit members receiving income protection benefits shall be eligible for their daily rate of pay, and the Bank shall be considered a secondary payer. CSLB leave is not intended to extend the 5 school months of extended leave allotted unit members pursuant to Education Code section 44977. Rather, deductions from the bank shall run concurrently with the 5 school months allotted by Ed Code section 44977.
- c. The first ten (10) days of illness or disability must be covered by the unit member's own sick leave, differential leave, or leave without pay the first time said unit member qualifies for a withdrawal from the Bank. For subsequent withdrawals within the twelve (12) consecutive months, the first five (5) duty days of illness must be covered by the unit member's own sick leave, differential leave, or leave without pay.

- d. If a unit member is incapacitated, applications may be submitted to the Committee by the participant's legal agent or member of the unit member's immediate family.
- e. Withdrawals from the CSLB shall be granted in units of no more than twenty (20) duty days. Unit members may submit requests for extensions of withdrawals as their grants expire. A unit member's maximum withdrawal from the Bank shall not exceed seventy-five (75) days for the employee's lifetime of employment.
- f. Unit members applying to withdraw or extend their withdrawal from the CSLB will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. CSLB Committee members shall keep information regarding the nature of the illness confidential. Notwithstanding the requirement to maintain the confidentiality of information relative to the nature of a unit member's illness, there shall be no penalty to the Committee or to the District for unintentional disclosures of such information.
- g. If a unit member has drawn twenty (20) CSLB days and requests an extension, the Committee may require a medical review by a physician of the Committee's choice and at the unit member's expense. The Committee shall choose only a physician who qualifies under a District CalPERS offered insurance policy. Refusal to submit to the medical review will terminate the unit member's continued withdrawal from the Bank. The Committee may deny an extension of withdrawal.
- h. Leave from the Bank may not be used for illness or disability which qualifies the unit member for Workers' Compensation benefits unless the unit member has exhausted all temporary Workers' Compensation leave, their own sick leave, and provided further that the unit member signs over any Workers' Compensation checks for temporary benefits to the District. If there are any Workers' Compensation checks signed over to the District, the Bank will not be charged days, or if charged, will be reimbursed the number of days for which the Workers' Compensation payment is equivalent to a regular day of pay at the negotiated rate for that unit member. If the District challenges the Workers' Compensation claim, the unit member may draw from the Bank but, upon settlement of the claim, if the claim shall be determined to be valid, the Bank shall be proportionately reimbursed the days by the District.

- i. If the CLSB does not have sufficient days to fund a withdrawal request, neither the Committee nor the District is under obligation to provide days. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the unit member, in writing, of the reason for the denial.
- j. Withdrawals shall become effective immediately upon the exhaustion of sick leave or the waiting periods provided for in previous stated sections, whichever is greater.
- k. Unless specifically allowed by statute, employees shall not be entitled to accrue sick or personal leave during the time they are using leave from the Bank.

#### 19.24.4 Administration of the Bank

- a. The CSLB MDEA members of the committee shall have the responsibility of maintaining the records of the CSLB and the District shall be responsible for verifying the validity of requests, such as ensuring that applicant has a note on file confirming that they are under a physician's care and are unable to work. The Association shall cover the cost of release time provided for the appointed MDEA CSLB Committee members to fulfill the requirements outlined in this section.
- b. The Committee's authority shall be limited to administration of the Bank. The Committee shall approve or disapprove all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability, assuming, of course, that all illnesses or injuries for which leave is requested are catastrophic.
- c. Applications shall be reviewed and decisions of the Committee reported to the applicant, in writing, within ten (10) duty days of receipt of the application.
- d. The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal.
- e. By October 15 of each school year, the Committee shall determine the following:
  - i. The total number of accumulated days in the Bank on June 30th of the previous school year.
  - ii. The number of days contributed by unit members. for the current year.
  - iii. The names of contributing unit members.

- f. Twice annually, the District shall provide the following:
  - i. The names of any additional unit members who have joined.
  - ii. The names of any unit members who have cancelled participation.
  - iii. The total number of days in the Bank at the end of the semester.
  - iv. The total number of days added to the Bank by new participants.
  - v. The total number of days awarded during the previous semester and to whom they were awarded.
- g. Any unresolved dispute between Committee and the District regarding accounting of CSLB days shall be submitted to representatives of MDEA and District for resolution.
- h. If the CSLB is terminated for any reason, the days remaining shall be returned to the then current members of the Bank, proportionately. Provisions of this Article are to be reviewed annually by the CSLB Committee and any suggested revisions submitted to MDEA and District for negotiations.
- i. In the event that circumstances arise that are not covered by the guidelines of this document, the Committee reserves the right to make decisions.
- j. The provisions of this Article shall not be subject to the grievance procedures.

\* The Parties agree to update the Maternity Pamphlet (Appendix M in the expired 2016-18 Agreement) to reflect current law.

\* The Parties agree to update contract language in Article 19 – Leaves, and any other relevant contract Article(s) to reflect recent changes in the law regarding maternal/paternal bonding leaves, California Family Rights Act (CFRA) leave, Family Medical Leave Act (FMLA) leave, using accumulated sick leave to care for a family member, etc.

\* A link will be provided to the District’s website which will have information on how each type of leave can be utilized.