

Article XIII - LEAVES OF ABSENCE

A. General Provisions

1. A leave of absence is an authorization for an employee to be absent from duty, generally for a specific period of time and for an approved purpose.
 - a. An authorized absence may be approved for no less than one-half day. A half-day absence will be approved only if requested in advance and the work site and employee receive verification that a substitute has been assigned to replace the absent employee.
2. An employee on leave of absence shall have a right to return to the District in a position of the same status and rank at the conclusion of the leave. Employees returning from a leave of absence shall be assigned as follows:
 - a. If the position which they held at the time they went on leave is held by a substitute or temporary employee, the returning employee shall be assigned to that position.
 - b. If the position which they held at the time they went on leave no longer exists or is held by another permanent employee or a probationary employee, the returning employee shall be reassigned in accordance with the provisions of the Transfer Article.
3. A condition of each leave of absence is that any required license or certificate held at the time the leave is granted properly authorizing the service, must be maintained in full force by the employee.
4. Employees on paid leave of absence, unless otherwise provided herein, shall receive wages, salary step advancement, health and welfare coverage, vacation and retirement credit in the same amount as if they were not on leave. Those employees who go on an unpaid leave of absence during any period shall receive their health and welfare coverage for the balance of that pay period. Thereafter, they shall be allowed continued coverage pursuant to the terms of the insurance plan selected, at their own expense, provided that they made advance payment of the premium in a manner reasonably required by the District.
5. Unless otherwise specified in this Agreement, an employee returning from any and all absences must contact his/her site administrator before 1:30 p.m. of the workday preceding the workday of intended return. Those employees on double session shall give such notice no later than 2 hours before the end of their instructional day. An employee who fails to provide such notice of intention to return to duty before the specified time limits above shall not be permitted to return to duty that workday and shall be charged with an additional day of absence, assuming that the District has hired a substitute for that day.
6. It is agreed that an employee who is absent from work other than for those days as authorized by state law or authorized leave provisions of this Agreement is taking an unauthorized absence. The District may deduct a salary amount equal to the employee's established daily rate for unauthorized absences, and such employee may be subject to disciplinary action, or may be deemed to have abandoned employment.

7. Employees who are ill, or who will be absent for other emergencies on any scheduled working day shall notify the Human Resources Department. Such notice shall be by 6:30 a.m. when possible. Substitute assignments are made by the Human Resources Department. Employees are not to call substitutes to make assignments but may recommend substitutes to the Human Resources Department. This notice shall consist of their name, work location, the reason for their absence, and the intended date of their return to work. Failure to notify the Human Resources Department as specified above may result in loss of pay for that workday and each subsequent workday the employee fails to or refuses to report his/her absence. Such failure or refusal to report absences may result in disciplinary action.
8. The employee's site administrator may, at his/her sole discretion, authorize an employee absence without loss of compensation for less than one day provided no paid substitute is required.
9. Employees who are going to be absent on a pre-planned or pre-scheduled leave shall notify the District of their intended absence as specified in the particular section authorizing such leave in this Article.
10. Employees who are on long-term leaves of absence shall notify the District in writing of their intention to return at least 45 calendar days prior to the expiration of their leaves. If an employee fails to give such notice, the District shall make a reasonable effort to contact the employee, or if the employee fails to respond in writing to the District within a reasonable period time after being contacted, the employee may be subject to disciplinary action or may be deemed to have abandoned the position.
11. Request for an extension of a long-term leave of absence shall be submitted in writing to the District and should be submitted at least 45 calendar days prior to conclusion of the leave. The granting of such extension shall be in writing and at the discretion of the District.
12. In accordance with its present practice, the District shall provide each employee, including hourly, with his/her Accumulative Sick Leave Record. This record shall be given to each employee by November 1, of each school year.
13. For the purpose of this section, a registered domestic partner shall be afforded the same rights accorded a spouse of an employee.

B. Sick Leave

1. The purpose of sick leave utilization shall be physical and/or mental disabilities which make continued presence at work impracticable.
2. Full-time unit members will earn ten (10) days of leave of absence annually for illness or injury. Employees whose regular work year assignment is more than 184 days shall receive one (1) additional day of sick leave for each additional 18 days, or major fraction thereof (10 or more) worked. Employees shall receive full pay for sick days thus allowed in any school year, and the number of days not used shall accumulate from year to year. Every employee who works less than full-time shall be entitled to sick leave in the same ratio that his/her employment bears to full-time employment.
3. Any unused days of sick leave accumulated while employed in the K-12 program may be used by an employee working in an Adult Education contract assignment. Unused days of sick leave accumulated by a contract

Adult Education teacher subsequently may be used by that teacher if he/she transfers to a K-12 position.

4. Allowable sick leave credit for any one school year need not be accrued prior to being taken by the employee during said year. An employee who terminates employment prior to earning sick leave taken in advance of accrual shall have the appropriate amount deducted from his/her final check.
5. When absent on sick leave, an employee shall receive full salary and benefits for that period of his/her absence covered by his/her current and accumulated sick leave.
 - a. As provided by Education Code Section 44977, during each school year, when a certificated employee has exhausted all available sick leave, including all accumulated sick leave and catastrophic leave to the extent available, and continues to be absent from his/her duties due to illness or injury, he/she shall be paid for a maximum of five (5) months, whichever is the greatest between the following two options:
 - i) the difference between his/her salary and the amount that would be paid to the least expensive District substitute regardless of the amount earned by the substitute hired; or
 - ii) 50% of his/her salary. If no substitute is employed, the amount that would have been paid to the least expensive substitute shall be deducted from the employee's salary. The sick leave, including accumulated sick leave and catastrophic leave to the extent available, and the five-month period shall run consecutively. An employee shall not be provided more than one five-month period per illness or injury. 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.
 - b. As provided by Education Code Section 44977, when a certificated employee has exhausted all available fully-paid sick leave, including accumulated sick leave and catastrophic leave to the extent available, and continues to be absent due to illness or accident for a period beyond the five-month period provided pursuant to Education Code Section 44977, and the employee is not medically able to resume the duties of his/her position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of 24 months (if the employee is non-tenured), or for a period of 39 months if the employee is tenured. When the employee is medically able, during the 24- or 39-month period, the certificated employee shall be returned to employment in a position for which he or she is credentialed and qualified. The 24- or 39-month period shall commence at the expiration of the five-month period provided pursuant to Education Code Section 44977.
6. At any time during the course of a sick leave or injury absence and upon return from absence, an employee may be required to supply such reasonable information as may be requested by the District, such as the nature of illness or injury, anticipated length of absence, the name and address of attending physician(s), if any. The District may, upon reasonable cause, verify the nature of such absence by requiring a written statement from the employee's physician(s) or by any other reasonable procedure selected by the District or site administrator. An employee who fails to provide such required information may be deemed absent without leave. If

the illness exceeds five (5) calendar days or involves a communicable disease, the District may require (at the employee's expense) a clearance from the employee's physician indicating an ability to return to regular duties without endangering the health of others. Employees shall be required to submit to medical examination(s) by District-appointed physician(s), at District expense, upon reasonable cause.

- a. In any situation where an employee is known to be subject to a foreseeable disability (including, but not limited to, childbirth), he/she shall, upon request and at his/her own expense, furnish to the District from the treating physician a written statement attesting to his/her ability to continue performing the full schedule of duties with or without restrictions.
 - b. If an employee's anticipated return from sick leave will be with restrictions, those restrictions must be fully explained, identifying the extent to which the employee is limited in his/her performance. An employee shall thereafter be permitted to return to and continue on active duty when the disability is determined to be permanent so long as he/she is capable of performing the full duties and responsibilities of his/her position or is able to perform the essential functions of his/her position with reasonable accommodation.
7. Employees working during summer or extended sessions may, at their discretion, use any days of accrued sick leave for reasons permitted under this Article.

C. Industrial Accident or Illness Leave

1. Definition

An Industrial Accident Leave is a leave granted to an employee for absence because of occupational illness or injury which arose out of and in the course of School District employment, and which qualifies for statutory Worker's Compensation benefits.

2. Requirements

- a. The injury or illness was directly related to the performance of the employee's duties in the District.
- b. The District has the right to have the employee examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

3. Length of Leave

- a. Such leave shall commence from the first day of absence resulting from industrial accident or illness but shall not exceed 60 working days (when the employee would have been performing his/her duties) for one accident, and shall not extend beyond the last day for which temporary disability indemnity is received. The allowance is reduced by one day for each day of absence resulting from the industrial accident or illness, regardless of any award made under Worker's Compensation laws.

- b. The 60 days is not accumulative from year to year. In case the absence extends into the following year, only the unused amount of leave for the same industrial accident is available.
- c. Subject to the requirements of paragraph C.2. above, an industrial accident leave shall be extended for one (1) to fifteen (15) additional days in the event the injury was caused by an unprovoked assault and/or battery.

4. Payment

- a. Before salary payments can be made, a Worker's Compensation accident report must be on file in the Human Resources Office.
 - (1) Temporary disability indemnity checks shall be made out to the District. The District, in turn, will issue appropriate salary warrants, including the amount of the temporary disability payments, but not exceeding the unit member's full salary. Such warrants are subject to normal retirement and other authorized deductions.
 - (2) During the maximum 60-day absence, the employee shall receive full pay. Such payment will not be charged against the employee's accumulated sick leave balance.

5. Effect on Employment

- a. Time on Industrial Accident or Illness Leave will not constitute a break in service.

6. Absence after Sixtieth Working Day

- a. If the Industrial Accident or Illness Leave should extend beyond sixty working days, the employee may elect to use sick leave to which he/she is entitled.
- b. When the employee goes on sick leave while he/she is receiving Worker's Compensation insurance benefits, he/she will be entitled to use only so much of the sick leave benefits as will provide full salary for his/her basic assignment when added to Worker's Compensation insurance benefits.
- c. Employees who exhaust all current and accumulated sick leave and who are still entitled to extended sick leave benefits will be paid by the District. The Temporary Disability indemnity checks shall be made out to the District.
- d. After expiration of all paid leave, an employee who is unable to return to work as determined by a licensed physician may request a personal leave without pay for one year.

7. Activities While on Leave

- a. An Industrial Accident Leave period begins on the first day for which injury or illness is claimed and extends through the last day for which injury or illness is claimed. If, between these two days an employee initiates any new gainful employment, he/she shall be required to forfeit any injury pay received from the District under this leave.
- b. An employee on Industrial Accident Leave shall remain within the State unless the District authorizes, in writing, travel outside the State.

D. Pregnancy Leave

When an employee determines she is pregnant, as verified by a physician, she shall promptly notify her site administrator in writing to enable the District to make advance preparation for a substitute or temporary replacement.

1. Unpaid Pregnancy Leave

Upon application of a pregnant employee, an unpaid leave shall be granted in order to permit the employee to prepare for maternity. Such application should be made at least thirty (30) working days prior to the anticipated beginning of her absence. The term of such leave shall be established in the reasonable discretion of the District so as to minimize disruption of the educational program. This leave may be combined with Child Care Leave as provided in Section L below.

2. Paid Pregnancy Leave

An employee shall be permitted to utilize sick leave during her period of physical disability resulting from pregnancy or termination thereof, provided the dates of disability are certified in writing by her physician. Use of sick leave for pregnancy related disabilities shall be in accordance with the Sick Leave procedures of this Article.

3. Parental Leave

Employees may elect to utilize up to 12 weeks of parental leave occasioned by the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of the child as provided by the California Family Rights Act (CFRA).

- a. For mothers, the 12-week parental leave shall commence at the conclusion of any pregnancy disability leave.
- b. For non-birthing parents, the 12-week parental leave shall commence on the first day of such leave.
- c. Pursuant to Education Code section 44977.5, if an employee exhausts his/her accumulated sick leave prior to expiration of the 12-week parental leave, s/he shall be entitled to differential pay as defined in Education Code section 44977.5 for the balance of the 12-week period.
- d. The District must be provided with at least thirty (30) days prior notice of intent to take parental leave, except in the case of an emergency.
- e. A unit member shall not be provided more than one 12-week period per parental leave. However, if a school year terminates before the 12-week period is exhausted, the unit member may take the balance of the 12-week period in the subsequent school year.
- f. To the extent either state or federal law should be enacted that affects, in any way, the terms set out in this Section, the parties shall meet immediately for the purpose of discussing modifications to this section to conform with the changes in law.

E. Personal Necessity Leave

1. An employee may elect to use any days of unused sick leave for purposes of approved personal necessity leave. The number of days of personal necessity leave shall not exceed the number of full days of unused sick leave to which such employee is entitled. Personal necessity leave shall be taken in increments of not less than one-half (1/2) day per absence. The District may reopen negotiations on the establishment of a limit on the number of days sick leave which may be used annually for Personal Necessity Leave if it is determined by a Court of competent jurisdiction that such a limit is negotiable.
2. Personal necessity leave may be utilized for the following reasons:
 - a. Bereavement Matters Not Covered by Bereavement Leave Should special problems of an emergency nature be involved in a death, such as a funeral, settling an estate, very long distance travel, or similar situations requiring absence beyond the provisions of the Bereavement Leave allowance, an employee may use Personal Necessity Leave.
 - b. Accident An accident involving the employee's person or property, or the person or property of the employee's immediate family. Such accident must involve circumstances which cannot reasonably be disregarded and are of such severity that the employee is required to attend to the problem during his/her assigned hours of service.
 - c. Illness of a Member of the Immediate Family An illness of a member of the immediate family (including childbirth), which is of such a nature that the absence of the employee is required during his/her workday.
 - d. Imminent Danger to the Home of an Employee Imminent danger to the home of an employee, occasioned by circumstances such as flood or fire, which cannot reasonably be disregarded and are of such severity that the employee is required to attend to the problem during his/her assigned hours of service.
 - e. Appearance in Court. Appearance in court or agency as a litigant, provided that each date of necessary attendance shall be certified by the clerk or other authorized officer of a court or other governmental jurisdiction. Unless the District has hired a substitute for that day, the employee must return to work in cases where it is not necessary to be absent the entire day.
 - f. Religious Activities. Participation in religious activities when the employee conscientiously believes that participation in such activities is necessary and requires absence from duty.
 - g. Meetings, Activities, or Observances. Participation in lawful meetings, activities, or observances where the employee reasonably believes that his/her participation is necessary and requires his/her absence from duty.

3. Procedures

The employee shall submit a notification of intent to use personal necessity leave on a District-approved form not less than three (3) work days prior to the beginning date of the leave, except where extenuating circumstances make such notice impossible. Notices of intent to use Personal Necessity

Leave shall be forwarded to the Assistant Superintendent, Human Resources, or the Superintendent's other designee, with a duplicate copy being sent to the site administrator for his/her information. The employee shall make every reasonable effort to comply with District procedures designed to secure substitutes and shall notify the site administrator of the expected duration of the absence as soon as possible. The District reserves the right to review each notice of intent to use personal necessity leave and to verify such use by any appropriate means.

F. Discretionary Leave

1. An employee shall be granted one (1) day of leave annually for purposes not covered by the other Sections of this Article providing leaves of absence with pay. The District shall not inquire into the purposes of such leave, except that it shall not be used for "concerted activities."
2. For this day of absence, the employee shall be paid the difference between his/her daily pay rate and the day-to-day substitute pay rate.
3. Discretionary Leave shall be taken in increments of not less than one-half (1/2) day per absence.
4. The employee shall notify the District of his/her intent to take Discretionary Leave not less than three (3) days prior to the date of the leave, except where extenuating circumstances make such notice impossible.
5. Not more than five percent (5%) of the employees, district-wide, may take this leave on a given day. The leave shall be granted on a first come basis.

G. Military Leave

Every employee employed by the District in a probationary or permanent position who is required to enter the active military service of the United States or of the State of California, including active service in any uniformed auxiliary of, or to, any branch of such military service, shall be granted a Military Leave of Absence in accordance with Section 44800 of the Education Code.

H. Bereavement Leave

1. An employee shall be eligible for a temporary leave of absence for the death of any member of the immediate family without loss of pay or deduction from other leave benefits found in this Article.

This leave shall be for up to three (3) days, unless travel of more than two hundred (200) miles one way is required. In this case the length of the leave shall be for up to five (5) days. Such days shall be taken within 10 days of the death.

2. Immediate family is defined as:

Mother (Stepmother)	Brother
Mother-in-law	Sister
Father (Stepfather)	Grandfather (or of spouse)
Father-in-law	Grandmother (or of spouse)
Husband	Son-in-law of employee
Wife	Daughter-in law of employee
Registered Domestic Partner	Grandchild (or of spouse)
Son (Stepson)	Foster Child(ren) of employee
Daughter (Stepdaughter)	Niece
Brother-in-law	Nephew

Sister-in-law

Aunt-in-law

Aunt

Uncle-in-law

Uncle

Any person living in the immediate household of the employee

I. Judicial Leave

1. Due to the disruption of instruction for students and the increasing difficulty of finding qualified substitute employees to cover for the absence of classroom teachers, it is the policy of the District not to compensate unit members required to serve jury duty if said service is during the unit member's work year. Should the unit member defer service to times when he or she is not contracted to provide service to the District, (i.e. off-track, winter or spring break, summer), then the District will pay the unit member up to 10 days substitute pay for jury duty service.

A paid leave of absence shall be granted to any employee for the reasons below when not brought about through the connivance or misconduct of the employee:

- a. When subpoenaed as a witness (other than a litigant) to appear in court; or
 - b. To respond to an official order from another governmental jurisdiction.
2. In any case, on a unit member's workday, in which a jury or witness fee is payable, such fee shall be collected by the employee and remitted to the District. Such remittance shall not exceed the cost of the teacher's substitute.
 3. The payroll office shall require verification of daily jury or witness duty service. A copy of the court order shall be provided when the absence is due to court appearance. Each date of necessary appearance under such order, other than the date specified in the subpoena, shall be certified by the clerk or other authorized officer of a court or other governmental jurisdiction.

J. Sabbatical Leave

1. The District may, at its sole discretion, grant sabbatical leaves.
2. An employee may make application for a Sabbatical Leave for the following purposes:
 - a. Travel - spend 60% or more of the leave in travel outside of Los Angeles County.
 - b. Formal Study - pursue a program of six (6) or more units each semester in an accredited institution of higher learning. Work must be related to the present or prospective service of the employee or must qualify him/her for a higher credential or degree.
 - c. Independent Study - pursue a program of study, research or improvement. The program must be related to the present or prospective service of the employee. The program must be the equivalent to the effort and content for the formal study program.
 - d. Travel/Study - combine travel and study. One (1) calendar month of travel will be considered the equivalent of two (2) semester units.
3. The above purposes shall be approved in advance by the Assistant Superintendent of Educational Services.

4. Length of Leave

Sabbatical leave will be granted for not less than one (1) or more than two (2) consecutive semesters. Leaves for fractional parts of a semester are not permitted.

5. Eligibility

Any certificated employee under the age of sixty (60) years who has completed seven (7) or more years of service to the District shall be eligible for sabbatical leave once each eight (8) years. An employee making request for a sabbatical leave to start the second semester of a school year must have completed a minimum of fifty (50) days of service during the first semester of the school year.

6. Compensation Rate

An employee who has been granted sabbatical leave shall receive one-half (1/2) the regular salary the employee would have received during the period of the leave if he/she had continued his/her regular service during such period.

7. Payment

An employee on sabbatical leave may elect to receive his/her salary under either of the following provisions:

- a. In two (2) equal installments during the first two (2) years following the return from sabbatical leave.
 - (1) The first installment shall be paid at the end of the first semester after the return of the employee from leave, and provided that the employee has received salary, other than that for illness, for a minimum of seventy-five (75) days during the first semester. If the employee has not received salary, other than for illness, for a minimum of seventy-five (75) days (75 days during the first semester, but does receive salary for such minimum number of days during the first and second semesters after his/her return from leave of absence, the first installment shall be paid at the end of the second semester.
 - (2) The second installment shall be paid at the end of the third semester after the return of the employee from leave, and provided that the employee has received salary, other than that for illness, for a minimum of seventy-five (75) days during the third semester. If the employee has not received salary, other than for illness, for a minimum of seventy-five (75) days during the third semester, but does receive salary for the minimum number of days during the third and fourth semester after his/her return from leave, the second installment shall be paid at the end of the fourth semester.
- b. By monthly payment to the employee during the sabbatical leave after filing suitable bond with the Board of Education indemnifying the Board in case the employee does not return to his/her position; such bond shall be exonerated in the event the failure of the employee to render such service to two (2) years is caused by the death or mental or physical disability of the employee.

8. Additional Compensation

- a. Additional compensation is compensation for services or employment during the period of sabbatical leave other than compensation granted by the District. Additional compensation received by the employee in excess of the difference between the employee's regular salary and the salary while on employee leave will be deductible from the leave salary paid by the District.
- b. Additional assistance from such recognized sources of aid to study, research, and travel as scholarships, grants, and fellowships shall not constitute additional compensation in the meaning of the above paragraph. It shall be the policy of the District to encourage its employees to seek such assistance.

9. Request Procedure

The employee should make written application to the office of the Superintendent on the form provided. For budgeting purposes, application shall be made by April 15 of the year preceding the school year in which the leave is to be taken, and shall include the payment option selected by the employee. The Superintendent shall present his/her recommendation on each application to the Board for the final decision.

10. Number on Leave

The number of employees on sabbatical leave during any one (1) semester shall be limited to two (2) employees. In the event the number of eligible employees applying for sabbatical leave during any one (1) semester exceeds two (2) employees, the granting of leaves shall be governed by (not necessarily in the following order of sequence):

- a. priority of application
- b. reasonable distribution of applicants by schools
- c. seniority
- d. relative merits of the reasons for desiring leave
- e. whether applicant has been granted previous leave

11. Return to Position

At the expiration of a sabbatical leave, the certificated employee who has been granted such leave shall be reinstated, unless he/she agrees otherwise, in the position held at the time the leave was granted, provided that the conditions have not arisen which would have changed such employee's location and type of work had he/she remained in active service. In the event of changed conditions, the employee shall be reinstated and assigned to work appropriate to his/her field of training.

12. Report

Each employee returning from sabbatical leave shall submit a report for approval to the District Superintendent not later than ninety (90) days after returning to active duty. Such report shall contain detailed data as to the activities of the employee, together with the employee's appraisal of the professional value of the experience or knowledge gained while on leave and the manner in which such experience or knowledge may be used for the benefit of the students or the schools of the District.

13. Accident or Illness

Interruption of the program of study or travel while on sabbatical leave, caused by serious accident or illness, evidence of which is satisfactory to the Superintendent and the Board, shall not affect the amount of compensation to be paid the employee under the terms of the sabbatical leave provided that the Superintendent has been promptly notified of such accident or illness. In case of such accident or illness, while on sabbatical leave, notification shall be made by registered letter, mailed within ten (10) days of such accident or illness.

14. Salary Schedule

An employee returning from sabbatical leave will receive the same progressive advancement on the salary schedule as he/she would have received had he/she remained in active service in his/her regular position.

15. A period of sabbatical leave does not affect retirement status provided retirement contributions are made for the period of the leave.

K. Quarantine Leave

The District shall pay employees full salary for up to five (5) days during any school year when such absence is caused by quarantine, or when absence is at the District's direction because the employee has been in contact with a contagious disease. Such days of absence shall be deducted from sick leave.

L. Child Care Leave

The District shall grant employees an unpaid leave of absence for the purpose of providing care to their children following pregnancy, and shall grant such leaves at other times upon a good cause showing by the employee.

1. Application for such leave must be made in writing to the Human Resources Division at least forty-five (45) calendar days in advance of the intended last day of service to the District. The application shall indicate desired beginning and ending dates. The District shall make the final determination as to the beginning and ending dates. Where an emergency arises making such notice impossible, the employee shall give the District as much notice as possible and the District shall attempt to accommodate the employee's request for a leave.
2. If the leave commences during the second (2nd) quarter of the school year, the leave may extend to the end of the school year. Where the leave follows immediately the birth of a child, it shall run until the end of the first semester commencing after the birth of the child. Upon a proper showing of necessity by the employee, the District may renew such leave for one additional semester. Where unforeseen circumstances arise which cause the employee to want to return to the District before the scheduled end of his/her leave, the District shall attempt to accommodate the employee's request. However, the parties recognize that this shall not require the District to rescind contractual or administrative arrangements made to replace the employee on leave.

M. Personal Leave - Without Pay

1. The District may grant, at its sole discretion, an unpaid leave of absence to an employee, upon request, for illness or disability not covered by any other provisions of this Article. An employee seeking such a leave shall submit a written request to the Assistant Superintendent, Human Resources which

includes the reasons(s), any supporting information relative thereto, and the requested duration of the leave. Such request should be submitted at least twenty (20) days prior to the desired starting date of the requested leave.

2. The District shall grant personal leave without pay if it is required to do so by law.
3. An employee who has exhausted all sick leave benefits and is unable to return to service due to personal illness or injury shall be placed on an unpaid Health Leave to the end of the current school year or obligations of the District under Education Code Sections 44939, 44940 and 44942.

N. Family Care and Medical Leave

The District will comply with all state and federal laws and regulations regarding family care and medical leaves. Leave benefits and requirements shall be consistent with Board Policy and Administrative Regulations.

1. Eligibility for Leave

An employee who has worked full time during the 12 months preceding the date a request is made under this section shall be presumed to be eligible for family care and medical leave. For purposes of this section, ten-month employee will be deemed to have met the one-year requirement if they serve the full school year. Included in the assessment of eligibility shall be any paid leave of absence granted for reasons which would otherwise entitle an employee to family care and medical leave.

2. Leave Entitlement

An employee shall be granted Family Care and Medical Leave for the following purposes: care for his/her child following the birth of the child; adoption of a child; placement of a foster care child with the employee; care for a child, parent or spouse, registered domestic partner, with a serious health condition; or inability to work because of the employee's own serious health condition. Such leave shall be in accordance with the following conditions:

- a. Family Care and Medical Leave shall be without pay; however, the District shall continue to provide health benefits specified in Article XIX for the duration of the leave. In addition, the Family Care and Medical Leave shall not be considered a break in service.
- b. Family Care and Medical Leave may be of any duration at the discretion of the employee, up to a maximum of twelve weeks within a twelve-month period.
- c. Family Care and Medical Leave, when related to the serious health condition of the employee or his/her child, parent or spouse, may be taken intermittently or on a reduced workload schedule when medically necessary.
- d. Family Care and Medical Leave taken for the birth, adoption or foster care placement of a child must be concluded within one year of the child's birth, adoption or foster care placement.

3. Request for Leave

If the need for Family Care and Medical Leave is foreseeable, the employee shall provide a written request at least thirty calendar days in advance. If the need for Family Care and Medical Leave is not foreseeable, the employee

shall provide written notice as soon as practicable. If the need for Family Care and Medical Leave is due to planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of District operations, subject to the approval of the appropriate health care provider.

4. Certification

When a request for Family Care and Medical Leave or an extension of an original Family Care and Medical Leave is due to the serious health condition of the employee or his/her child, parent, spouse, or registered domestic partner, the District may require a certification from the attending health care provider which includes an estimate of the duration of the employee's or family member's absence.

- a. The District may require, at the District's expense, certification from a District-designated second health care provider and a jointly-approved third health care provider to support a request to take leave because of an employee's own serious health condition.

5. Reinstatement to Position

An employee returning from a Family Care and Medical Leave shall be reinstated to the same position he/she held when the leave began on the same basis as if he/she had not been on a leave of absence. If the employee's Family Care and Medical Leave was taken because of his/her serious health condition, a certification from his/her health provider may be required to indicate the employee is able to resume work.

6. Relationship to Other Leaves

At the discretion of the employee, Family Care and Medical Leave may be used in conjunction with, or in addition to, any other leave established in this Article.

O. Catastrophic Leave

1. A unit member who is, or whose family member is, suffering from a catastrophic illness or injury may request donations of accrued sick leave credits under the catastrophic leave program.
2. "Catastrophic illness" or "injury" means a physical illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the unit member's family, which requires the unit member to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the unit member because he/she has exhausted all of his/her fully paid sick leave.
3. In order to be eligible for the catastrophic leave program, the unit member must have exhausted all current and accumulated fully paid sick leave entitlement; however, they may apply for the leave prior to exhausting fully paid leave. The unit member will be eligible for catastrophic leave prior to taking extended illness leave.
4. A unit member requesting donated sick days from the catastrophic leave program must complete form A-22a, Request for Use of Catastrophic Leave Program, and submit the form to the Association. The Association shall

forward a copy of the request to the payroll department to verify the unit member's sick leave balance and eligibility.

5. The Association shall convene a Committee within ten (10) working days of the receipt of the unit member's request to use the catastrophic leave program. The Committee shall determine the eligibility of the unit member requesting sick days from the program and may request additional evidence to support the unit member's request. The decision of the Committee shall be provided, in writing, to the unit member and the Human Resources Division within five (5) working days of the date the Committee convened and finalized its determination for eligibility. The decision of the Committee shall be final and binding and not subject to the grievance procedure contained in this Agreement.
6. It is not the intent of the catastrophic leave program to compensate for routine maternity and/or childcare leave unless it meets the definition of catastrophic illness or injury; and/or for lingering health problems that are not considered life threatening and/or regular periodic illness.
7. Any permanent unit member who has an equivalent of ten (10) days of earned sick leave may contribute a minimum of one (1) full day in one-day increments, up to a maximum of three (3) full days of their personal sick leave per fiscal year by notifying the Association on Form A-22b.
8. Donated sick leave days shall be logged in time-stamped under the donor's name and deducted from each donor's accrued sick leave on a rotational basis, one (1) day at a time for the duration of the catastrophic leave period. Deducted sick leave days shall not be retrievable by the donating unit member.