# ARTICLE XI

# LEAVES

Leaves are defined as authorized time away from work and may be with or without pay as specified herein.

## Section 1. Personal Illness and Injury Leave

A. Full-time unit members shall be entitled to ten (10) days leave with full pay each year during the term of this Agreement for purposes of personal illness or injury. Unit members who work less than a full-time day shall be entitled to that portion of the ten (10) days leave as the number of hours per week of scheduled duty relates to the number of hours of scheduled duty per week for a full-time certificated member in a comparable position.

B. Unused sick leave shall accumulate from year to year.

C. Members of the bargaining unit must notify the District of absence as soon as the necessity to be absent becomes known to the employee, preferably not later than six o'clock (6:00) a.m. of the day of the absence. The employee shall notify the District by calling the District office or by utilizing the District designated absence management system.

D. A unit member who is absent for one-half day or less shall have deducted one-half day from the accumulated leave; and if the absence exceeds more than one-half day, up to one full day shall be deducted from accumulated leave.

E. Extended Sick Leave (Education Code sections 44977 and 44978.1)-Effective January 1, 1999:

During each school year, when a member of the bargaining unit has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of personal illness or accident for an additional period of five school months, whether or not the absence arises out of or in the course of employment, the amount deducted from the salary due him or her for any of the additional five months in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his or her absence or, if no substitute employee was employed, the amount that would have been paid to the substitute had he or she been employed. The bargaining unit member shall provide the District with medical verification of the personal illness or injury upon request. Such verification shall be signed by a licensed physician of California.

For purposes of this provision, sick leave, including accumulated sick leave, and five-month period shall run consecutively. 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. The District may require a physician’s certificate to verify an employee’s illness and/or recovery sufficient to permit performance of his/her contractual duties before the employee may return to duty.

In accordance with FMLA Section 825.213, if a member does not return to work following medical leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition which would entitle him/her to medical leave; or (2) other medical circumstances beyond his/her control, the member shall be required to reimburse the District for health insurance premiums paid on his/her behalf during the leave.

F. Exhaustion of Extended Sick Leave

When a member of the bargaining unit has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident for a period beyond the five-month period provided immediately above, and the member of the bargaining unit member is not medically able to resume the duties of his or her position, the member shall, if not placed in another position, be placed on a reemployment list for a period of 24 months if the employee is on probationary status, or for a period of 39 months if the employee is on permanent status. The 24 month or the 39 month period shall commence at the expiration of the five-month period of partial paid sick leave or at the expiration of any unpaid leave granted by the District.

When the unit member is medically able, as determined by a physician selected or agreed to by the District, during the 24 or 39 month period, the member shall be returned to employment in position for which he or she is credentialed and qualified. If the member does not return to work during the 24 month or 39 month period, the member shall be taken off the reemployment list and shall have no further reemployment rights in the District. If the District selects a physician, the District shall pay all professional fees for the medical exam and report.

## Section 2. Bereavement Leave

A unit member shall be entitled to a maximum of three (3) days of leave of absence, or five (5) days of leave of absence if out-of-state travel is required, on account of the death of any member of the unit member's immediate family. Such days are in addition to personal illness and injury leave, and shall be granted without loss of salary. The term "immediate family" shall mean the mother, mother-in-law, father, father-in-law, grandmother, grandfather, or a grandchild of the employee or of the spouse or registered domestic partner of the employee, and the spouse, registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of employee, or any relative living in the immediate household of the employee. The Superintendent within his/her discretion may grant bereavement leave on account of the death of an individual not in the unit member's immediate family, but such additional bereavement leave shall be limited to the former guardians of the employee.

## Section 3. Leave for Pregnancy Disability

Unit members are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician and approved by the Superintendent. The District management may require verification of the extent of the disability through a physical examination of the unit member by a physician appointed by the District. Unit members are entitled to leave with pay as specified in Section 1.G. for disabilities because of pregnancy, miscarriage, childbirth or recovery therefrom when 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 and approved by the Superintendent. The District management may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District.

The unit member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

~~A non-birthing unit member may take up to ten (10) consecutive days of accrued sick leave for parental leave for the birth of his/her child. The ten (10) consecutive days must be used within ninety (90) days of the actual date of the birth. The intent is for non-birthing parents to be able to take days prior to during, and after the birth of their child.~~

## Section 4. Child Bonding/Parental Leave

The District shall grant child bonding/parental leave in accordance to child bonding under CFRA (effective January 1, 2016) and/or parental leave under EC Section 44977.5 (effective January 1, 2017).

New mothers are eligible to begin child bonding/parental leave upon a medical return to work document following pregnancy disability leave.

When both parents are employees of the District, the District shall limit the period of bonding leave to twelve (12) total workweeks to be shared between the two (2) parents.

Where allowable by law, FMLA and CFRA leave shall run concurrently with all available leaves.

One year’s increment of seniority shall be granted if the unit member has worked ~~in paid status~~ seventy-five percent (75%) or more of the school year.

In accordance with FMLA Section 825.213, if a member does not return to work following pregnancy disability and/or child bonding/parental leave, or other medical leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition which would entitle him/her to medical leave; or (2) other medical circumstances beyond his/her control, the member shall be required to reimburse the District for health insurance premiums paid on his/her behalf during the leave.

Unit members are highly encouraged to meet with the Personnel Office at least 30 days prior to taking pregnancy disability and/or new child bonding/parental leave to clarify leave entitlements and timelines under current law.

## Section 5. Leave Without Pay for Child-Bearing Preparation, Child Rearing and Adoption

A. Leave without pay or other benefits may be granted to unit members for preparation for child bearing, for child rearing and for adoption. The unit member shall request such leave as soon as practicable, but under no circumstances less than twenty (20) work days prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the unit member wishes to begin and end the leave without pay. The determination as to the date on which the leave shall begin shall be the unit member's decision.

B. The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30 in the school year in which such leave is granted. An extension of leave may be granted, not to exceed an additional twelve (12) months at the unit members request.

C. There shall not be a diminution of employment status for child bearing or child rearing except that no person shall be entitled to compensation. Nor shall the time taken on parental leave count toward credit for probationary teachers in earning tenure status. One year's increment and seniority shall be granted if the unit member has worked ~~in paid status~~ seventy-five percent (75%) or more of the school year.

D. If a unit member is on leave for child bearing or child rearing and in the event of a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment to a teaching position. If there is a vacancy for which a unit member is qualified, the District shall assign the unit member to a position as soon as practicable.

E. A returning unit member shall be assigned a position comparable to that held before leaving.

## Section 6. Industrial Accident Leave

Unit members shall be entitled to industrial accident leave according to the provision in Education Code Section 44984 for personal injury which has qualified for workers' compensation under the provisions of workers' compensation law and regulations. Such leave shall not exceed 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 fiscal year for the same industrial accident. The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the teacher will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved. For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the State Compensation Fund which would make the total compensation from both sources exceed 100% percent of the amount the employee would have received as salary had there been no industrial accident or illness. If the unit member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member.

## Section 7. Legal and Civic Duties

1. The District agrees to grant to members of the bargaining unit called for jury duty or as a witness in the manner provided by law, other than as a litigant, leave of absence without loss of pay for time the employee is required to perform jury duty during the employee's regularly assigned work days and hours.

B. Employees so called for jury duty or as a witness, must notify the District of service date(s) upon receiving said notice from officers of the Court. The District shall pay the unit member the difference, if any, between his/her regular rate of pay and the amount received for jury duty, less meals, travel and parking allowances. Employees are required to return to work during any day in which jury duty services are not required. The District may require verification of jury duty time prior to or subsequent to providing jury duty compensation.

## Section 8. Sabbatical Leave

After completing seven (7) school years of service, a unit member shall be eligible to apply for a leave of absence not to exceed a one-year period, or leave of absence in separate six-month periods or separate quarters, provided that such is commenced and completed within a three-year period. Applicants for sabbatical leave shall file a request with the Superintendent at least ninety days prior to the beginning of the period for which sabbatical leave is requested.

Subsequent to the Superintendent's recommendation, the Board of Education may grant leave based on the benefit of the proposed leave to the educational process with an attempt to allow at least one (1) a year. Unit members on sabbatical leave shall receive at least one-half of the salary they would have been paid during the period of leave, and the appropriate salary schedule placement which would have been granted had the unit member not been on leave. Seniority credit will be granted to those on leave. The unit member shall be entitled to return to a position comparable to that which was held at the time of granting of leave. The terms and conditions of the leave shall be mutually agreed upon in writing.

## Section 9. Personal Necessity Leave

~~A.~~ ***~~Compelling Personal Necessity:~~*** ~~A unit member may elect to use earned and accumulated sick leave days for reasons of personal necessity or compelling personal importance as specified in 1-2 below. Unit members shall be required to notify the District by six o’clock (6:00) a.m. prior to the beginning of the work shift in which such personal necessity leave is requested, or earlier if possible. The Assistant Superintendent for Personnel may waive the notification time requirement in cases of last minute emergencies.~~

1. ~~Death or serious illness of a unit member's immediate family or close friend. For purposes of this provision, immediate family shall be limited to mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse or registered domestic partner of the employee, and the son, son-in-law, daughter, daughter-in-law, brother, or sister of the unit member or any relative living in the unit member’s household.~~
2. ~~1. Accident involving his or her person or property or the person or property of a member of his or her immediate family as defined in A.1. above.~~

~~2. Appearance in court as a litigant.~~

~~B.~~ ***~~Religious Holiday Observance:~~*** ~~A unit member may elect to use earned and accumulated sick leave days for up to three (3) days of personal necessity leave per school year for observance of religious holidays. The unit member shall request personal necessity leave for observance of a religious holiday no later than ten (10) days prior to the beginning of the work shift in which the personal necessity leave is requested.~~

A. Any days of leave of absence for illness or injury allowed pursuant to Education Code Section 44978 may be used by the employee, at his or her election in cases of personal necessity. Members shall not be required to secure advance permission for leave taken for any of the following reasons:

**(1)** Death or serious illness of a member of his or her immediate family.

**(2)** Accident, involving his or her person or property, or the person or property of a member of his or her immediate family.

1. ***B. Personal Necessity ~~Business/Discretionary Personal Leave~~:*** A unit member may elect to use earned and accumulated sick leave days for up to seven (7) days of personal necessity leave per school year for personal necessity which cannot be attended during the non-working hours of the employee, including religious holiday observance. No verification of purpose shall be required except that the unit member shall identify the type of leave requested. Unit members shall request such personal necessity as soon as possible and no later than two (2) days prior to the beginning of the work shift in which the leave is requested.

~~D.~~C. Personal Necessity Leave listed in Section 9. A. and B., ~~and C~~. may not be used for:

* vacations,
* recreation pursuits,
* social events (except weddings, graduations, and religious

ceremonies of immediate family members),

* political activities (including strikes, demonstrations, picketing,

and lobbying),

* to pursue employment,
* or earn income.

In requesting and utilizing Personal Necessity Leave, the unit member is certifying that utilization of the leave is consistent with the criteria listed in Section 9. Personal Necessity Leave. Based on reasonable suspicion, the District has the power and duty to review the stipulations of bona fide need for personal necessity by the unit member. For purposes of this section, “reasonable suspicion” means that there is a demonstrable reason to doubt the authorized use of Personal Necessity Leave.

E. ***Non-Permanent Members:*** Unit members who have not reached permanent status

may not elect to use Personal Necessity Leave in advance of the time that sick leave has actually been earned and/or accumulated.

F. ***Priority for Substitute Coverage*:** The District priority in providing substitute

coverage is to cover for teacher absences due to contractual leaves. Requests for

approved school business and conferences may be denied if a sufficient number of

substitutes is not available.

G. The parties agree and understand the importance of honoring the intent and

language of Personal Necessity Leave. Misuse of Personal Necessity

Leave may result in disciplinary action.

## Section 10. Other Leaves Without Pay

Leave without compensation, increment, seniority, or tenure credit may be granted for a period of one (1) school year for the following purposes: Peace Corps service, care for a member of the immediate family who is ill, service in an elected public office, or professional study or research. Upon recommendation of the Superintendent and approval of the School Board, leave without compensation, increment, seniority, or tenure credit may be granted for any other personal reason. The application for and granting of such leave of absence shall be in writing.

## Section 11. Leave Without Pay As Authorized By The Superintendent

A unit member may request a day of leave of absence without pay from the Superintendent up to a maximum of four (4) days in a school year for important life cycle events. Any such request must be submitted in writing at least five (5) days in advance to the Superintendent except that this requirement may be waived by the Superintendent in cases of emergency. The request must state the reason for the requested unpaid leave of absence.

## Section 12. Military Leave

Military leave shall be granted by the District to employees pursuant to Education Code 44800 which states in part that:

1. Every person employed by a school district as a probationary or permanent employee in a position requiring certification who enters the active military service during any period of national emergency declared by the President or during any war in which the United States is engaged, shall be entitled to absent himself from his duties as an employee of the district.
2. Within six months after the employee honorably leaves the military service or has been placed on inactive duty he shall be entitled to return to the position held by him at the time of his entrance into the military at the salary to which he would have been entitled had he not absented himself from the service of the school district.

## Section 13. Late Arrival

A principal may determine that an absence by a unit member of less than an hour at the beginning of the workday due to an unanticipated emergency may be processed as an unpaid hour of absence rather than a half-day absence.

## Section 14. Family & Medical Leave

It is understood that the District is required by law at the present time to implement the Family & Medical Leave Act of 1993 and the California Family Rights Act of 1991. The District may adopt a new policy implementing the federal Family & Medical Leave Act of 1993, and the California Family Rights Act of 1991, as long as such policy is consistent with applicable law. Such policy shall provide to registered domestic partners those rights provided by law. Where allowable by law, FMLA and CFRA leave shall run concurrently with all available leaves.

## Section 15. Catastrophic Leave Program & Catastrophic Leave Bank

1. DEFINITIONS
2. A “catastrophic illness” or “injury” shall be defined as an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s family, such that the incapacity requires the employee to take time off from work for an extended period of time to care for that family member. Key to this definition is that taking time off from work creates a hardship for the employee because he/she has exhausted all of his/her sick leave and all other fully paid time off.
3. “Members of the employee’s family” shall be limited to the spouse/registered domestic partner, children, son/daughter–in-law, brother/sister, father/mother, grandfather/grandmother, grandchild of the employee/spouse/registered domestic partner, or any relative living in the immediate household. [Ed. Code 44043.5(a)1]
4. The intent of this particular leave is to provide unit members economic relief for devastating health circumstances per injury or illness. Catastrophic leave may not be used for:
5. Elective surgery,
6. Personal necessity leave,
7. Normal pregnancy,
8. Substance abuse rehabilitation,
9. Bereavement,
10. Chronic illness or conditions,
11. Any leave for which the member has applied for workers’ compensation.
12. From the first teacher workday until September 30 of each school-year, there shall be an open enrollment period during which any certificated employee with no fewer than ten (10) accumulated sick days, may choose to join the Catastrophic Leave Bank by donating one (1) day of sick leave to the Catastrophic Leave Bank. In each subsequent year after the employee’s initial enrollment, each member of the Catastrophic Leave Bank shall be required to donate an additional one-half (½) day of sick leave to continue membership in the Catastrophic Leave Bank and to be eligible for requesting days under the Catastrophic Leave Bank language. All unit members shall complete the Catastrophic Leave Bank Donation Form indicating whether they choose to donate their leave to the bank or choose not to make a donation to the bank and submit it to the Personnel Office *no later than* September 30 of each school year.

At the beginning of each new school-year, The District shall send a Catastrophic Leave Bank Donation Form to all certificated employees requesting a donation of one (1) sick day to join the Catastrophic Leave Bank or one-half (½) day to remain a member in good standing of the Catastrophic Leave Bank. The written authorization of the donation shall acknowledge that the donor understands that any and all donated sick days are irrevocable, will not be available for certification to CalSTRS, and can result in a reduction of service credit that would otherwise be available. The donor also agrees to hold harmless the Moorpark Unified School District and the Moorpark Educators Association for any and all effects the donation may have on future CalSTRS calculations.

1. A certificated employee who is a member of the Catastrophic Leave Bank may request up to fifty (50) additional days of sick leave from the Catastrophic Bank in any twelve (12) month period as a result of catastrophic illness or injury. An employee may only request these additional days, under this program, once every three (3) years. Catastrophic leave is not applicable to injuries/illnesses covered by Workers’ Compensation.

Whenever possible, a member of the Catastrophic Leave Bank must submit a request in writing for additional days of catastrophic leave from the Catastrophic Leave Bank to the Personnel Office at least fifteen (15) working days, or as soon as possible, prior to the time he/she expects to exhaust all accrued personal sick leave. The Catastrophic Leave Bank member is required to submit a physician’s verification to Personnel Services which clearly sets forth the diagnosis, prognosis, and expected length of absence.

1. The Assistant Superintendent of Personnel shall determine if the illness or injury meets the appropriate criteria. Determining criteria includes, but is not limited to, situations which are incapacitating, disabling, and lengthy both in terms of illness/injury and/or recuperation. If the Assistant Superintendent determines that the illness/injury does not meet the appropriate criteria, then the parties shall arrange for a meeting of a Catastrophic Review Committee. This Committee shall consist of two (2) representatives appointed by the Association, and two (2) members appointed by the Superintendent or his/her designee. If the Committee cannot come to consensus on the determination, then the final decision will lie with the Superintendent.
2. The Catastrophic Leave Committee shall establish a minimum number of donated days required to keep the Catastrophic Leave Bank viable. If during any school-year the Committee determines that more days are needed to fund the Catastrophic Leave Bank for current and anticipated requests of sick days, a mid-year open enrollment my be held.

The Committee shall also establish a maximum number of donated days needed to keep the Catastrophic Leave Bank viable. If at the end of any school-year the Committee determines that the maximum has been reached, the Committee may declare a “bank holiday” for the next school-year and not require the mandatory one-half (1/2) day donation for current members to remain in the Catastrophic Leave Bank. In this situation, the Committee shall still hold an open enrollment period during the next school-year in order to give interested employees an opportunity to join the Catastrophic Leave Bank.