

SECTION IV - LEAVE OF ABSENCE POLICY

Leaves of absence are provided employees of this Unit in order to provide approved release from duty for the specific purposes stated below:

INABILITY TO PERFORM REGULAR DUTIES

- Sick Leave
- Industrial Accident Leave
- Personal Necessity Leave
- Medical Leave
- Parental Leave
- Leave for Pregnancy, Miscarriage, Childbirth, and Recovery Therefrom

IMPROVEMENT OF EMPLOYEE

- General Leave for exchange teacher arrangements, acquisition of advanced degrees, travel, or specific advanced educational training.
- Study and Travel Leave (Sabbatical)

REQUIRED OBLIGATION

- Jury Duty Leave
- Legislative Leave
- Military Leave
- Bereavement Leave
- Personal Reasons
- Compelling Reasons Leave

CONDITIONS OF LEAVE

Health and welfare benefits may be elected by the employee during an unpaid leave with the entire cost borne by the employee, except where other provisions are indicated.

At the expiration of the leave of absence, the teacher shall be given the same consideration for assignment as though the teacher had continual unbroken service in the District. Teachers who have been granted a paid or unpaid leave of absence lasting one full (100% of contract days) school year or more or who have been granted a reduced work load or reduced contract of 50% or less lasting one full (100% of contract days) school year or more, and who return to work to a full time contract or increased assignment and that teacher's return causes the school or department to be deemed overstaffed, then the teacher may be assigned to another assignment, school, or department within their credential.

Any teacher on a Leave of Absence or reduced contract for less than one year shall be given the same consideration for assignment as though the teacher had continued unbroken service in the District.

1 Teachers returning from leaves of absence shall be placed on the salary schedule
2 where they were next eligible to be placed prior to the leave of absence, except where
3 other provisions are indicated. Nothing in this leave policy shall prohibit the Board of
4 Education from granting additional leaves of absence or extensions of time.
5

INABILITY TO PERFORM REGULAR DUTIES

SICK LEAVE

Each full-time teacher will receive, accumulated without limit, ten (10) days leave of absence per year for illness or injury.

In compliance with state statutes, unit members shall be credited at retirement with credit for each day of accumulated and unused leave of absence for illness or injury for which full salary is allowed.

Full-time teachers are entitled to ten (10) days of absence per year. Leaves for part-time teachers are prorated. The annual allotment becomes available immediately upon the beginning of service for each school year.

At the beginning of each new school year, each teacher shall receive an accounting, in writing, of the total number of sick leave days that have been accumulated to that time.

The District will provide for the leave of absence from duty and will grant compensation during the leave of absence to all certificated employees in this Unit who are compelled to absent themselves from their duties because of accident or illness, whether or not the cause of absence arises out of and in the course of the employment of the employee, or because of quarantine which results from contact with other persons having a contagious disease while performing his/her duties, or because of temporary inability to perform the services required because of illness, accident or quarantine.

Employees absent from duty for reason of illness or accident, for a maximum period of five (5) months or less from the date of the expiration of accumulated sick leave shall receive the regular salary, less the amount actually paid a substitute employee to fill the position during the employee's absence; however, the amount deducted from the member's pay warrant is not to exceed the dollar amount paid to a substitute on the 21st day of subbing. During the time of medical disability, the District's share of the cost of the fringe benefits shall be assumed by the District.

Use of full sick leave benefits will be authorized for that period of time during childbirth in which, in the written opinion of the employee's physician, the employee is medically disabled, and unable to perform regular duties because of such a disability. Disabilities will include any cause for which sick leave of absence would be granted, including but not limited to, disabilities as a result of pregnancy, miscarriage, childbirth, and recovery.

Permanent employees who have resigned or probationary employees who have been dismissed or resigned because of a reduction in services, shall be entitled to accrued sick leave if reemployed within thirty-nine (39) months of termination.

Upon retirement, unused sick leave shall be credited for retirement purposes as specified in State statutes.

DONATION OF SICK LEAVE FOR CATASTROPHIC ILLNESS

The District shall establish a catastrophic illness sick leave bank to which eligible unit members may donate earned and unused sick leave. This donation shall be irrevocable and shall be accomplished by the unit member completing a written form entitled "Catastrophic Illness Sick Leave Bank Donation Form." The form shall clearly state that the sick leave days being donated are irrevocably given to the catastrophic illness leave bank, and cannot be rescinded for any reason whatsoever. A donation to the catastrophic illness leave bank shall be a general donation and shall not be donated to a specific employee for his or her exclusive use.

"Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate an employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee 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 employee because he or she has exhausted all of his or her sick leave and other paid time off.

Governing Committee

The Governing Committee shall be composed of five members:

1. Three teachers (tenured)
2. Two administrators

The duties of the Governing Committee shall include the following:

1. To approve requests for withdrawal from the sick leave bank;
2. To make any additionally necessary governing decisions relative to the operation of the sick bank.

Governing decisions will be made by consensus, where possible. Where a consensus decision cannot be reached, the governing decisions will be made on the basis of four votes or more.

Qualifications to Make Donations

A unit member must meet the following qualifications in order to make an irrevocable donation to the catastrophic illness leave bank.

1. The unit member must be a permanent certificated employee of the District.
2. The unit member must have an accumulated sick leave balance of at least ten (10) days at the conclusion of the school year immediately preceding.

Amount of Donation

An eligible unit member must donate a minimum of one (1) day of sick leave to the bank. A unit member may not donate more than twenty-five percent (25%) of their accumulated sick leave in any one school year.

Maximum Number of Days in Sick Leave Bank

The maximum number of days which may be accumulated in the sick leave bank is 500 days.

Any days remaining in the sick leave bank at the end of the school year will be credited to the sick leave bank for the next school year.

Qualifications of Recipient

1. Any permanent unit member who meets the definition of catastrophic illness or injury is eligible to apply for use of sick leave days in the catastrophic illness leave bank.
2. To be eligible for use of sick leave bank days, the unit member must have exhausted accrued paid leave.
3. A unit member must use all paid leave credits that he or she continues to accrue on a yearly basis before receiving sick leave days which have been donated to the catastrophic illness leave bank.
4. The maximum number of days to be utilized by one unit member for a single catastrophic illness shall not exceed 50 days or 50% of the total available leave bank, whichever is less.
5. Any unit member requesting use of sick leave days in the catastrophic illness leave bank must provide the Governing Committee with written verification of the catastrophic illness. Such verification must be prepared in writing by a licensed physician of the State of California. The Governing Committee may require the unit member who is incapacitated to undergo an examination by a physician selected from a list supplied by the District, at the District's expense, to verify the injury or illness, the degree of disability, and the anticipated length of disability.

Recipients of sick bank days shall receive those days in the form of their regular salary. That amount will be unencumbered by the amount paid a substitute employee to fill the position during their absence.

Procedure

1. Annual solicitation by PFT contributions for the catastrophic illness leave bank shall be solicited by the PFT during the months of September, October and November each school year. The Governing Committee shall develop all

forms which are to be used by PFT for purposes of solicitation. All donation forms must be received by the Payroll Office of the District no later than the last working day in December of each school year. In the event of a situation that requires immediate additional donations, this timeline may be waived by the Governing Committee.

2. All requests for use of accumulated sick leave hours in the catastrophic illness bank shall be presented in writing to the District, which shall forward that request to the Governing Committee. The District shall provide the unit member with a copy of this contract provision. It shall be the responsibility of the unit member to satisfy all conditions of eligibility.

3. PFT shall hold the Governing Committee harmless and indemnify the Governing Committee from any and all claims, attorneys' fees, judgments, costs or settlements arising from the administration of this section.

The Governing Committee's decision to deny a unit member's request for donated catastrophic illness leave is final and not subject to the grievance procedure.

INDUSTRIAL ACCIDENT LEAVE

Eligibility for Industrial Accident and Industrial Illness Leave accrues immediately by virtue of employment with the Employer.

Requirements are those provided in compliance with the California Education Code Statutes but will not exceed a maximum, of one hundred thirty-five (135) days for each industrial accident or illness.

Unless the employee is in full-time paid status for a minimum of 75% of the total contract days in the same assignment, no step increment shall be granted. Those employees on Industrial Accident Leave will be considered in full-time paid status while on such leave.

PERSONAL NECESSITY LEAVE

Unit members may use accumulated sick leave granted pursuant to Education Code 44978 for personal necessity leave. Such leave is with full pay and is deductible from accrued sick leave. Personal necessity leave will include the following situations.

- Death of a member of the immediate family, (mother, father, aunt, uncle, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any person living in the immediate household of the employee.)

In cases of long-established family or personal relationships not listed, personal necessity leave may be granted at the discretion of the Associate Superintendent Personnel Support Services or designee.

- Accident involving employee's person or property or the person or property of a member of the employee's immediate family.
- Appearance in court as a defendant, as a witness under an official order, or to appear with employee's minor child or ward on any court summons.
- Illness or surgery involving a member of immediate family, as verified by the employer, if necessary.
- Observance of religious holidays (well recognized religion in which observance of tenets necessitates employee's absence).
- The Family-School Participation Act (Labor Code Section 230.8) allows parents, grandparents, and guardians to take time off from work to participate in their children's school or childcare activities. If you meet the following criteria: You are a parent, guardian, or grandparent who has custody of a child enrolled in a California public or private school, kindergarten through grade twelve, or licensed child daycare facility, you may take up to 40 hours each year (up to eight hours in any calendar month) to participate in activities at your child's school or daycare facility.
- Upon exhaustion of compelling reasons, up to two additional days of personal necessity leave may be used to participate in or attend a graduation or promotion.
- Unit members who become parents through legal adoption will be granted, upon request, up to ten days personal necessity leave in addition to the days specified under Parental Leave of this section.
- A unit member may use up to five (5) days per school year of accumulated sick leave for personal business. These days may be used at the unit member's discretion.

If an employee has exhausted regular sick leave, he or she will be eligible to receive a maximum of five days' leave at regular salary less the cost of a substitute for illness or surgery of an immediate family member, as verified by the employer, if necessary. This leave does not accumulate from year to year.

MEDICAL LEAVE

A leave shall be granted for physical or mental illness upon proper certification from a licensed medical practitioner. Leaves for physical disability shall be provided in compliance with Education Code Provisions including STRS disability retirement options.

Leaves granted for mental or physical disability may be renewed for a second year upon approval of the district.

1 **PARENTAL LEAVE**

2
3 Unit members who become parents, including by legal adoption, will be granted up to
4 ten days (10) leave. Such leave is at full pay and is deductible from accrued sick leave.
5

6 A teacher, who is a parent through childbirth, adoption, or legal guardianship, may apply
7 for unpaid leave. The terms and conditions for this leave shall be consistent with those
8 for all other non-paid leaves.

9 As provided by law, teachers applying for parental leave may apply to STRS for
10 purchase of permissible service credit.
11

12 **LEAVE FOR PREGNANCY, MISCARRIAGE, CHILDBIRTH, AND RECOVERY THEREFROM**

13
14 The board shall provide a leave of absence from duty for any member of the Unit who is
15 required to be absent from duty because of pregnancy, miscarriage, childbirth, and
16 recovery therefrom.
17

18 Disabilities caused or contributed to or by pregnancy, miscarriage, childbirth, and
19 recovery therefrom are, for all job related purposes, temporary disabilities and shall be
20 treated as such under any health or temporary disability insurance or sick leave plan
21 provided by the District.
22

23 The board will grant leave with pay only when it is necessary to do so in order that
24 leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or
25 childbirth be treated the same as leaves for illness, injury, or disability.
26

27 **IMPROVEMENT OF EMPLOYEE**

28
29 **GENERAL LEAVE**

30
31 General Leave is not to exceed one school year without pay. A one-year extension may
32 be granted with Board approval.
33

34 Each request for a General Leave shall be considered on its own merit, compliance with
35 statutory requirements, and the effect upon the instructional programs if the school
36 District.

37 Leaves may be granted for exchange teacher, acquisition of advanced degrees, travel,
38 and/or specific educational opportunities with prior written approval of the Assistant
39 Superintendent, Personnel Support Services.
40

41 One year of exchange teaching or service as a paid Officer or Staff Person of the
42 Exclusive Representative (the total number of such positions shall not exceed three per
43 year) will be considered to equal one year of teaching within the District for salary
44 determination upon return to employment.
45

46 **STUDY AND TRAVEL (SABBATICAL) LEAVE**

47
48 The number of eligible teachers shall be two (2) percent of the members of the
49 bargaining unit in any one (1) school year.

1 The Board may grant leaves of absence not to exceed one year for the purpose of
2 permitting study or travel by employees of this Unit which will benefit the schools and
3 the pupils of the District. No Sabbatical Leave of Absence shall be granted to any
4 employee who has not rendered service to the District for at least seven (7) consecutive
5 years preceding the granting of the leave and not more than one such leave of absence
6 shall be granted an individual in each seven (7) year period.

7 Each employee granted a Sabbatical Leave will be required to perform such services
8 during the leave as the District and the employee may agree upon in writing. The
9 employee shall receive compensation during the period of absence in the amount of
10 one-half his/her regular salary for the period on leave. This leave may be taken for one
11 full-year or one-half year.

12
13 Each employee, as a condition to being granted a Sabbatical Leave of Absence, shall
14 agree in writing to render a period of service in the employ of the Poway Unified School
15 District following return from the leave of absence which is equal to twice the period of
16 the leave.

17 One year of Sabbatical Leave or one year of combined Sabbatical Leave and teaching
18 will be considered to equal one (1) year in the District.

19
20 The employee will post a bond equal to the amount of salary earned or provide some
21 other type of surety, unless it is waived by Board resolution.

22
23 Nothing in this leave policy shall prohibit the Board of Education from granting leaves in
24 excess of two (2) percent of the members of the bargaining Unit.

25
26 Applications for Sabbatical Leave shall be submitted on or before April 1 of the school
27 year preceding the proposed leave of absence or such date as may be mutually agreed
28 upon by the District and the Exclusive Representative.

29 30 **REQUIRED OBLIGATION**

31 32 **JURY DUTY LEAVE**

33
34 The District agrees to grant to members of the bargaining unit regularly called for jury
35 duty or to appear as a witness in court other than as a litigant or to respond to an official
36 order from another governmental jurisdiction for reasons not brought about through the
37 connivance or misconduct of the employee in a manner provided by law, leave of
38 absence without loss of pay for time the employee is required to perform such duty
39 during the employee's regularly assigned working hours. Employees, so called, must
40 notify the District of service date(s) upon receiving said notice from officers of the Court.
41 The District shall pay the employee the difference, if any, between the employee's
42 regular rate of pay and the amount received for such duty, less meals, travel, and
43 parking allowances. Employees are required to return to work during any day in which
44 such duty services are not required. The District may require verification of jury duty
45 prior to or subsequent to providing jury duty compensation.

46
47 Employees summoned to serve jury duty during workdays may choose to defer jury
48 duty to non-contract days. These employees who receive court permission to defer jury

1 duty to non-contract days shall be paid a stipend equal to the daily substitute rate of pay
2 for those days or portion of days served. These teachers will attach a copy of the
3 original summons as well as the court timesheet documenting actual time served to a P-
4 9 form, which should be submitted to Payroll within ninety (90) days of the employee's
5 return to work. Employees whose original summons was for jury duty during non-work
6 time shall not be eligible for this provision.

7 8 **LEGISLATIVE LEAVE**

9
10 Members of the bargaining unit who are elected to or appointed to Federal, State,
11 County, or Municipal governmental offices may be granted leave without pay. The
12 duration of the leave shall not exceed the term of the office unless otherwise approved
13 by the Board of Education.

14 15 **MILITARY LEAVE**

16
17 Military Leave shall be granted to members of the bargaining unit for military duty that
18 cannot be expected to be disregarded, and which necessitates immediate attention.

19
20 To be eligible to receive Military Leave benefits, members of the bargaining unit shall be
21 required to request such leave in writing and, upon request, to supply the District with
22 "orders" and status reports. Upon approval by the Board of Education the unit member
23 shall receive pay for a period not to exceed thirty (30) calendar days.

24
25 Unit members shall attempt to schedule military service at a time which will not conflict
26 with regular school duties.

27
28 Every effort shall be made to place returning teachers having physical handicaps.

29
30 As provided by law, ten (10) days unpaid leave for a military spouse of military returning
31 from duty shall be granted. If available and at the employee's discretion, they may use
32 seven (7) personal necessity days.

33 34 **BEREAVEMENT LEAVE**

35
36 The District will grant leave of absence, not to exceed five (5) days due to the death of
37 any member of the employee's immediate family.

38
39 No deduction shall be made from the salary of such employee, nor shall such leave be
40 deducted from other categorical leaves granted by the District.

41
42 Members of the immediate family mean the mother, father, aunt, uncle, grandmother,
43 grandfather, or a grandchild of the employee or of the spouse of the employee, and the
44 child of the employee or of the spouse of the employee, and the spouse, son-in-law,
45 son, daughter, daughter-in-law, brother or sister of the employee or any person living in
46 the immediate household of the employee.

1 In cases of long-established family or personal relationships not listed, bereavement
2 leave may be granted at the discretion of the Associate Superintendent Personnel
3 Support Services or designee.

4 5 **PERSONAL REASONS**

6
7 If the members of the Unit find it necessary to be absent for personal reasons, they may
8 secure time off by applying to the principal if they are going to be absent for a period of
9 time up to three hours. Such leave is without loss of salary and is granted only when a
10 valid reason for such absence exists. Frequent requests for such absences are to be
11 avoided and may be approved only when the principal is certain that the individual's
12 duty assignment can be adequately covered without the employment of a substitute.

13
14 Requests for such leave shall be presented in writing, except in emergencies.

15 16 **COMPELLING REASONS LEAVE**

17
18 Effective July 1, 2024 and annually thereafter, each member of the unit shall be eligible
19 for a maximum of three (3) days of Compelling Personal Reasons Leave at full salary.
20 This leave can be accessed for reasons deemed by the unit member to be of
21 compelling personal importance. This leave does not accrue from year to year.

22
23 Repeated use of this leave by a unit member for the purpose of extending holidays or
24 vacation is not permitted. Use of this leave upon the beginning or conclusion of the
25 teacher and student school years, is subject to review by the Associate Superintendent,
26 Personnel Support Services.