

Cheat Sheet on P-9 Statement of Absence Options for PFT Unit Members (Revised 9/8/2026)

Ed Code governs use of sick leave. Sick Leave is to be used for illness of the employee. There are several other leave options with specific criteria. This list follows the order listed on the P-9 and pertains to certificated employees only. These are summaries of leave provisions for PFT unit members. Please see the bargaining agreement for full details.

WHAT: Administrative Release Time/In-Service/Conference

PAY: Full Pay, No deduction from accrued sick leave.

WHY: At the discretion of administration, a teacher may be granted release time to attend a conference, work on curriculum with colleagues, district wide collaboration etc.

Contract Section: NONE

WHAT: Jury Duty Leave

PAY: Full Pay. (If Federal court, full pay less the per diem paid by the court. The employee keeps the mileage payment).

WHY: Any unit member summoned to serve as a juror or as a witness in a case not initiated by the unit member. Unit members must inform the district of the service dates.

NOTE: Employees summoned to serve jury duty during contracted workdays may choose to defer service to non-contract days. If the deferral is approved by the court the district will pay a stipend to the employee equal to the daily substitute teacher rate of pay for those days or portion of those days served. To receive the stipend, the employee must submit a P-9 form with the original summons and time sheet documenting actual time served. The original summons must be for contracted workdays. The documentation must be submitted to payroll within 90 days of the employee's return to work.

This provision will not apply if the original summons was for non-contracted workdays.

Contract Section: page 18-19

WHAT: Military Leave

PAY: Full Pay for up to 30 days, No deduction from accrued sick leave.

WHY: To fulfill military duty that requires immediate action and cannot be disregarded. Must be requested in writing and must include military orders or a status report.

Special provision for a military spouse: up to 10 days of unpaid leave will be granted to a spouse of a returning member of the military. The employee may take up to seven days of personal necessity, if available.

Contract Section: page 19

WHAT: Witness Services

PAY: Full salary, taken from accumulated sick leave as personal necessity

WHY: If you have to appear in court as a defendant, as a witness under official order (subpoena), or to appear with the employee's minor child or ward on any court summons, you will use personal necessity leave which is deducted from accrued sick leave.

Contract Section: page 13

WHAT: Workers' Comp aka Industrial Accident Leave

PAY: To be determined based on the claim.

WHY: If injured on the job, notify your supervisor and report the injury, even if you are not seeking immediate medical attention. Your supervisor will provide you with the Employee Injury Notice and next steps. All questions regarding workers' comp should be directed to the district Workers' Comp desk at 858-521-2800 ext. 2852. Workers' comp is state run and outside of PFT's purview. The PFT contract provides for up to 135 days of Industrial Accident Leave for each accident/illness. The 135 days was negotiated by PFT and is well above the minimum of 60 days provided for in Ed. Code.

Contract Section: page 14

WHAT: Bereavement Leave

PAY: Full salary up to 5 days. Bereavement Leave has no effect on accumulated sick leave or salary.

WHY: Death of any member of the employee's immediate family (mother, father, aunt, uncle, grandmother, grandfather, niece, nephew, 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). This leave also applies to the loss of a child due to stillbirth. If a longer time is needed, consider accessing Personal Necessity or Compelling Reasons Leave. In cases of long-established family or personal relationships not listed, bereavement leave may be granted at the discretion of the Associate Superintendent, Personnel Support Services or designee.

Contract Section: page 19-20 for further details and Reproductive Loss MOU

WHAT: Leave for Reproductive Loss (Pursuant to provisions of SB 848, Rubio, and Government Code section 12945.6)

PAY: Up to 5 days of accrued sick leave may be accessed for reproductive loss which includes miscarriage, failed adoption, failed surrogacy, stillbirth, and unsuccessful assisted reproduction.

WHY: The reproductive loss event applies to any person who would have been a parent as a result of the unsuccessful adoption, surrogacy, assisted reproduction, or pregnancy. The bargaining unit member must be employed by PUSD for at least 30 days prior to the commencement of this leave. If a unit member experiences more than one reproductive loss event within a 12-month period, a total of up to 20 days may be accessed within a 12-month period.

Contract Section: page 17

WHAT: Sick: Personal Illness

PAY: Full salary, taken from accumulated sick leave

WHY: Illness, accident, injury, surgery, etc. **of the employee.** **NOTE:** The P-9 states that a doctor's note is required for absences over 5 days. This is not an automatic requirement outlined in our bargaining agreement and is not expected. However, the district does have the right to request a doctor's note which would typically occur after an extended absence and would indicate that the teacher has been cleared to return to work.

Contract Section: page 10-11 for further detail

WHAT: Extended Sick Leave

PAY: *Differential Pay (regardless of whether a sub is hired, Ed Code 44977)

WHY: If a teacher exhausts their accrued sick leave due to personal illness or accident, the teacher may access Extended Sick Leave for up to 100 working days (Contract Page 11).

WHAT: Vacation/ Vacation without Pay –This provision does not apply to PFT unit members.

WHAT: Compelling Reasons Leave

PAY: Max of 3 days per year at **full pay**

WHY: This leave is for reasons “**deemed by the unit member to be of compelling personal importance**”. You do not have to give a reason for taking this leave. Repeated use of this leave by a unit member for the purpose of extending holidays or vacations is not permitted. Use of this leave upon the beginning or conclusion of the teacher and school year is subject to review by the Associate Superintendent, Personnel Support Services. These days do not accrue. They are “use them or lose them”.

Contract Section: page 20 for further detail

WHAT: Absence without Pay

Pay: None

Why: A variety of reasons. Please contact personnel or PFT with specific questions if you are considering requesting an unpaid leave or have been placed on administrative leave without pay.

WHAT: Personal Necessity Leave

PAY: Full salary, taken from accumulated sick leave

WHY: Personal Business: 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 (Effective July 1, 2025, and annually thereafter).

Death of any member of the employee's immediate family: (mother, father, aunt, uncle, grandmother, grandfather, niece, nephew, 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, bereavement leave may be granted at the discretion of the Associate Superintendent, Personnel Support Services or designee.

Illness/surgery of immediate family member: accident (employee's person/property), religious holidays, legal adoption (up to 10 days), court dates as defendant, official witness, or to appear with minor child upon court summons. If the teacher exhausts their accrued sick leave for reasons of illness or surgery **of an immediate family member**, then the teacher may access Personal Necessity Leave at *Differential Pay for up to 5 working days (Contract Page 14).

School enrollment: Up to 14 hours to find, enroll, or re-enroll a family member in a pre-school/childcare center, College, University, or other post-secondary institution.

Graduation or Promotion: If Compelling Reasons Leave has been exhausted, up to two days of Personal Necessity can be accessed to participate in or attend a graduation or promotion.

Family-School Partnership Act

PAY: Full salary, taken from accumulated sick leave

WHY: The Family-School Partnership Act is a CA law that allows parents, guardians, or grandparents who have custody of a child enrolled in a California public or private school to take time off from work to participate in their children's K-12 school or licensed child day care activities. You may take up to 40 hours each year (up to eight hours in any calendar month) to participate in these activities.

Graduation TK-12: Personal Necessity can be accessed under this Act for TK-12 graduation ceremonies.

Contract Section: page 14-15

WHAT: **Child Bonding Leave**

PAY: Full salary until all accumulated leave options are exhausted and then *differential pay.

WHY: You are medically able to return to work per your doctor but wish to remain at home with your baby. You can access up to 12 weeks of "Bonding Leave" in two week minimum increments prior to the child's 1st birthday. Bonding Leave applies to both mothers and fathers and includes adoption and foster care placement. Use of one or more days of leave during a workweek shall constitute one week of leave under this section. **NOTE:** Parents may request unpaid parental leave. **PLEASE contact PFT or Personnel for more details.**

Contract Section: page: 15-16 See Maternity Leave Considerations

WHAT: **Pregnancy Disability Leave**

PAY: Full salary for up to 15 consecutive workdays after the day of delivery.

WHY: Unit members will be eligible to access up to 15 consecutive workdays as paid Pregnancy Disability Leave after the day of delivery. These 15 consecutive days will not be deducted from the employee's accrued sick leave.

Contract Section: This was part of the 2026-27 TA.

****Differential Pay:*** *Some types of leave result in compensation at differential pay, which is defined in CA Ed Code as full salary less the cost of a substitute, regardless of whether a sub is hired. PFT has negotiated a lesser pay deduction than the cost of a substitute when leave that results in differential pay is accessed. The amount deducted is full salary less the cost of one half the B2 daily rate (current lowest cell on Salary Schedule I), which for 2026-27 is \$165/day eff. 7/1/26 and \$167/day eff. 1/1/27. Any days not in full salary will have an effect on years of service for STRS and can delay step movement on the salary schedule.*

PLEASE contact PFT or Personnel for more details on differential pay.