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ARTICLE VII

Leaves of Absence

A. LEAVES OF ABSENCE (GENERAL):

1. All provisions of this Section are controlling for the specific leaves of absence identified in Sections B. and C. of this Article.
2. Except for illness or other equally grave emergency as defined in this Article, a leave of absence is discretionary on the part of the District and will be granted only if it has been determined that a competent substitute is available.
3. Discretionary leaves of absence, including personal leaves, will not normally be granted during the first and last week of any school year. Exceptions shall be made for approved leaves for illness, grave emergency or religious observance.

Any leaves which might be granted during periods described above will be on a case-by-case basis and will not be precedent in future cases.

4. When approved, leaves of absence without pay for personal business, vacation or recreation shall be limited to a maximum of five (5) consecutive workdays.
5. The District shall determine procedures on employee responsibilities for application, notification, and verification regarding use of all authorized leaves of absence. Employees shall be advised of such procedures. The District shall consult with the Association prior to modification of such procedures. Upon request, the District shall annually provide to the Association a copy of all forms, procedures and Board of Education adopted policies related to this Article.

6. **Return from Leave of Absence:**

- a. Any employee returning within the same work year from sick leave, bereavement leave, statutory leave, judicial leave, personal necessity leave, or Family and Medical Leave Act FMLA or California Family Rights Act (CFRA) shall return to the same position assigned previous to the commencement of the leave.
- b. Any employee returning from a leave of absence other than as described in 6.a., shall be assigned to a position where an opening exists and within the credential area and division/special service area assigned previous to the commencement of the leave. Notification of intent to return to service must be submitted on or before the first day of March by the employee who plans to return at the beginning of the first semester of the following school year, or ninety (90) days before the expiration of the leave if an employee is

1 returning at another time during the year. Priority consideration for
 2 assignment will be given to those meeting the March 1 deadline.
 3

4 **B. LEAVES OF ABSENCE WITHOUT PAY:**
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- 6 1. Leaves of absence without pay may be granted to employees for the following
 7 purposes and when granted shall be governed by the conditions specified:
 8
- 9 a. **Advanced Professional and Academic Training.** Leave shall be for no
 10 more than twelve (12) consecutive months nor more than one such leave in a
 11 seven (7) year period and this period must be coterminous with an
 12 intersession, a semester, or year.
 13
 - 14 b. **Service** as a member of the Peace Corps, the Job Corps, or the Domestic
 15 Peace Corps (Volunteers of Service to America). Not more than twenty-four
 16 (24) consecutive months.
 17
 - 18 c. **Teaching in a Foreign Country.** Leave shall be for no more than twenty-
 19 four (24) consecutive months nor more than one such leave in a seven (7)
 20 year period and this period must be coterminous with an intersession, a
 21 semester, or year.
 22
 - 23 d. **Travel in Foreign Country.** Leave shall be granted for a period of no longer
 24 than twelve (12) consecutive months nor more than one such leave in a seven
 25 (7) year period and this period must be coterminous with an intersession, a
 26 semester, or year.
 27
 - 28 e. **Rest and Recuperation.** Requires a doctor's statement. No more than
 29 twenty-four (24) consecutive months.
 30
 - 31 f. **Rest and Recreation.** No more than twelve (12) consecutive months.
 32
 - 33 g. **Child Care.** May be granted to either or both parents only immediately
 34 following paid parental leave for child bonding/child care under section C.10
 35 of this Article, for a period coterminous with a semester or a school year,
 36 provided the employee notifies Certificated Personnel at least three weeks
 37 prior to the beginning date of the leave. A second consecutive year of unpaid
 38 child care leave may be granted upon the request of the employee.
 39
 - 40 h. **Military Service.** As provided in the Education Code and the Military and
 41 Veterans Code.
 42
 - 43 i. **Work Experience.** No more than twelve (12) consecutive months. The
 44 work experience must be directly related to the employee's job
 45 responsibilities.
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- j. **Disability.** Granted to an employee who has been approved by the State Teachers Retirement System to receive a disability allowance. The period of such leave will be the term of the disability but not more than thirty-nine (39) months from the date of approval of the disability allowance.

- k. **Position Leave.**
 - (1) Granted to an employee assigned to serve in a specially funded program.

 - (2) Granted to teach in the K-12 program of the LBUSD, not more than one (1) school year.

- l. **Teach in Another School District** No more than (24) twenty-four consecutive months nor more than one such leave in a seven (7) year period.

- m. **Family Medical Leave Act (FMLA) / California Family Rights Act (CFRA).** As provided in statute; for example, to care for him/herself, a child, parent, or spouse with a serious health condition. Health care provider certification may be required. See employee notification at work site for additional information.

Eligible employees are entitled to twelve (12) workweeks of FMLA/CRFA leave in a rolling year beginning on the first date leave is taken and counting forward from that date.

- n. **Other reasons** which are deemed sufficient by the Board of Education.

- 2. Probationary, and special contract employees are eligible for only the following unpaid leaves: rest and recuperation; child care; military service; disability; FMLA/CFRA leave (if employed at least twelve months, which need not be consecutive); and in the most extraordinary circumstances, leaves for other reasons deemed sufficient by the Board of Education.

- 3. Current STRS regulations state that employees who are on unpaid leave of absence do not earn retirement credit. Use of reduced pay or unpaid leave of absence reduces the employee’s STRS service credit for that year. STRS service is credited in proportion to the amount an employee actually receives in compensation compared to the amount that employee would have received had he/she been compensated for the full year (earned divided by the total earnable).

- 4. Current PERS regulations state that an employee must be in paid status for 1,740 hours to receive one (1) year of service credit.

1 C. **LEAVES OF ABSENCE WITH PAY:**

2
3 1. **Bereavement Leave.** Employees are entitled to leaves of absence, not to exceed
4 five [5] days as a result of the death of any member of the immediate family.
5 Bereavement leave is non-cumulative and shall be taken only sequentially and
6 immediately following the death of a member of the immediate family. No
7 deduction shall be made from the salary of the employee, nor shall the leave be
8 deducted from leave granted in other sections of this Article. Members of the
9 immediate family include mother, step-mother, father, step-father, grandmother,
10 grandfather, or grandchild of the employee or of the spouse of the employee or
11 registered domestic partner; and the spouse, son, son-in-law, daughter, daughter-
12 in-law, brother, brother-in-law, sister, sister-in law of the employee or of the spouse
13 of the employee; or any person having a principal place of residence in the
14 immediate household of the employee. Employees who take bereavement leave
15 shall be responsible for following all notification procedures as per Section A. 5. of
16 this Article.

17
18 2. **Imminent Death Leave.** Certificated employees under contract are entitled to two
19 (2) days (non-cumulative) imminent death leave at full pay during each fiscal year.
20 This type of leave may be authorized in case of accident or critical illness of a
21 member of the immediate family (as defined in paragraph one [1.] of this Section)
22 when death of the family member is imminent.

23
24 3. **Sick Leave:**

25
26 a. Sick leave entitlement shall be deducted using the following procedures

- 27
28 a. Absent from work for the entire school day will be charged for eight (8)
29 hours of leave
30 b. Absent for part a school day will be charged in half-hour increments only
31 for the time, within their duty day, that they are off site.

32
33 For payroll computation:

34
35 .5 day = 4 hours leave
36 1.0 day = 8 hours leave

37
38 b. For each school year of service every employee employed five (5) days a
39 week (1.00 FTE) shall be entitled to the following leave of absence with full
40 pay for illness or injury:

41
42 177 work day employees: 9.98 days (79.36 hours)
43 198 work day employees: 11.09 days (88.77 hours)
44 247 work day employees: 12.0 days (96.00 hours)

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46 Sick leave may be deducted in one-half (1/2) hour increments.

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- c. An employee in less than a full-time assignment and/or employed for less than a full contract year shall receive and have sick leave deducted in direct proportion to the percentage of the assignment; e.g., an employee with a fifty (50) percent assignment shall earn fifty (50) percent of what a hundred percent assignment shall earn.
 - d. **Kin Care Leave (Labor Code § 233):** Full time unit members shall be entitled to use six (6) days of accrued and available sick leave each school year to attend to an illness of or take to a doctor for preventive care a child, parent, parent in law, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. This leave shall be prorated for part-time unit members. The District may require a statement of verification from a physician or a recognized practitioner verifying the illness of the employee's family member.
 - e. Sick leave accrues at a rate of .056044 for each hour an employee has worked in an hourly assignment. Accumulated hourly sick leave may be used for absences in any hourly assignment. Contract sick leave may not be used for absences in an hourly assignment. If an employee serving in a contract assignment has exhausted his/her contract sick leave, accumulated hourly sick leave may be used prior to statutory sick leave.
 - f. An employee who claims sick leave may be required to execute a certificate or declaration to the effect that he/she was actually ill or injured on that day(s) before such sick leave may be paid.

Sick leave shall not normally be taken for minor elective or cosmetic surgery. Exceptions may be approved by the District physician.
 - g. When the District determines that an employee's health condition may be impairing job performance, Human Resource Services shall have authority to direct the employee to have a medical examination by the district physician, by a District-appointed physician at District expense, or by an employee-selected physician approved by the district physician and to be paid by the employee.
 - h. If a certificated employee under contract does not take the full amount of sick leave allowed in any school year, the amount not used is accumulated from year to year and accrued sick leave is credited toward time served for retirement purposes.
 - i. An employee's sick leave record is open to the employee's inspection upon request to the site payroll clerk. Sick leave accumulation shall be reported on each pay period.

- 1 j. Any bargaining unit member suffering from a catastrophic illness or injury
 2 who has exhausted all accrued sick leave may request sick leave donations
 3 under the Sick Leave Donation Program. A request to participate is
 4 submitted to the employee's principal/site administrator. Procedures for
 5 both the receipt and distribution of donated sick leave are provided as part
 6 of the Sick Leave Donation Program, which is Appendix E in this contract.
 7

8 **4. Personal Necessity Leave: (Use of Sick Leave for Personal Necessity)**
 9

- 10 a. Every employee shall be permitted to use not more than seven (7) days (12-
 11 month CDC teachers not more than eight (8) days) of sick leave per fiscal
 12 year for personal necessity (Education Code, Section 44981) consisting of the
 13 reasons listed in (1) through (8) below.
 14
- 15 (1) Death of a member of the immediate family as defined in Section C.1.
 16 above. (This is in addition to normal bereavement leave.)
 17
- 18 (2) Accident involving the employee's person or property, or the person
 19 or property of a member of the immediate family, as defined in
 20 Section C.1. above. Such accident must a) be serious in nature, b)
 21 involve circumstances the employee cannot be expected to disregard,
 22 and c) require the attention of the employee during assigned hours of
 23 work.
 24
- 25 (3) Appearance in court as a litigant. (The employee must return to
 26 work in cases in which it is not necessary to be absent more than
 27 half of the regular workday.)
 28
- 29 (4) Appearance as witness under an official order for which salary is not
 30 allowed. Each date of necessary attendance under such an order,
 31 other than the date specified in a subpoena, shall be certified by the
 32 clerk or other authorized officer of the court or governmental
 33 jurisdiction. In any case in which a witness fee is payable, such fee
 34 shall be collected by the employee remitted to Financial Services.
 35 (The employee must return to work in cases where it is not necessary
 36 to be absent more than half the regular workday.)
 37
- 38 (5) Illness in the immediate family of the employee as defined in Section
 39 C.1. above.
 40
- 41 (6) Home protection in the event of a natural catastrophe, such as
 42 flood or fire.
 43
- 44 (7) Compelling Personal Reasons. Maximum of five (5) days per fiscal
 45 year upon twenty-four (24) hours prior approval of the absence to the
 46 appropriate manager; for business or other legal activity of serious
 47 and compelling personal importance that cannot be conducted before

1 or after the workday. Such absences will not be approved on days
 2 immediately before or immediately after a District calendared holiday
 3 unless the employee notifies the appropriate manager at least forty-
 4 eight (48) hours in advance and provides the job number and the name
 5 of the person who has been confirmed to substitute for them.
 6

- 7 b. Where possible, and with the exception of (7) above, employees shall notify
 8 the site manager not later than 2:00 p.m. on the day prior to the workday when
 9 leave is to be taken.
 10

- 11 5. **Statutory Sick Leave.** If all regular and cumulative sick leave has been exhausted
 12 and a certificated employee under contract continues to be absent on account of
 13 illness or accident, the employee shall be entitled to an additional period of five (5)
 14 school months (one hundred [100] days) per each illness or accident. Compensation
 15 to the employee for each of these one hundred (100) days shall be at a rate of one-
 16 half (1/2) of the employee's daily rate. An employee shall not be provided more than
 17 one five (5) month period per illness or accident. However, if a school year
 18 terminates before the five (5) month period for the same illness is exhausted, the
 19 employee may take the balance of the five (5) month period during the subsequent
 20 school year. If an employee, having exhausted all available sick leave, continues to
 21 be absent on account of illness or accident beyond the five (5) month period and the
 22 employee is not medically able to resume the duties of his or her position, the
 23 employee, if not placed in another position shall be placed on a reemployment list for
 24 a period of twenty-four (24) months if the employee is on probationary status or
 25 for a period of thirty-nine (39) months if the employee is on permanent status.
 26 The twenty-four (24) month or thirty-nine (39) month period shall commence at the
 27 expiration of the five (5) month period. When the employee is medically able during
 28 the twenty-four (24) or thirty-nine (39) month period, the employee shall be returned
 29 to employment in a position for which he or she is credentialed and qualified.
 30

31 The District may require an employee to be examined by an independent licensed
 32 physician selected by the District to determine whether the illness or injury related to
 33 the same illness or injury previously claimed by the employee for the statutory sick
 34 leave.
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- 36 6. **Holidays.** A schedule of non-paid holidays shall be as set forth in the school
 37 calendar.
 38

- 39 7. **Industrial Injury and Illness Leave:**
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- 41 a. Certificated employees who are absent from duty because of industrial injury
 42 or illness and who qualify under the provisions of the workers' compensation
 43 insurance law are allowed, for each injury or illness, full salary from the first
 44 day of absence to and including the last day of absence for the illness or
 45 injury, except that not more than sixty (60) working days of leave are allowed
 46 for any one injury or illness. Allowable leave under this Section may not be
 47 accumulated from year to year.

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- b. Payment on any day during industrial injury or illness, when added to compensation granted an employee under the workers' compensation laws of California, shall not exceed the normal wages for the day's primary assignment.
 - c. If an employee is still receiving workers' compensation insurance benefits after entitlement to industrial injury or illness leave is exhausted, he/she shall be placed on regular sick leave, vacation leave, or statutory leave.
 - d. Industrial injury or illness leave is reduced by one (1) day for each day of authorized absence, regardless of any compensation paid under workers' compensation.
 - e. If the employee is no longer receiving workers' compensation insurance benefits, but is still unable to return to work as determined by the district physician, he/she is then placed on regular sick leave or other leave, as provided by this Agreement.

When the employee goes on one of these types of leave while receiving workers' compensation insurance benefits, he/she is entitled to only such payment as will provide full pay for the primary assignment when added to workers' compensation insurance benefits.
 - f. Before salary payments are made to an employee absent because of industrial injury or illness, a report of the illness or injury must be filed in the office of Risk Management.
 - g. After expiration of paid leave, an employee who is unable to return to work as determined by the district physician may be granted additional leave without pay for one (1) year. Such leave may be extended for one (1) additional year for sufficient cause.
 - h. Periods of leave under this regulation, either paid or unpaid, shall not be considered to be a break in the service of the employee, except that unpaid service may cause a break in progress toward tenure.
 - i. During all paid leaves of absence, the employee must endorse benefit checks received under state workers' compensation laws to the District. The District will issue to the employee appropriate warrants and payments of wages or salary and shall deduct normal retirement and other authorized deductions. If combined payments under this regulation total less than the normal full salary, as in the case of an employee on statutory leave, the employee is not required to endorse to the District benefit checks received under workers' compensation laws. For income tax purposes, the District will notify employees of the amount of disability income paid to the employee for the year.

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8. **Pregnancy –Related Disability Leave.** A leave of absence for pregnancy-related disability shall be granted for the period of time that the employee is unable to perform the duties required of her position as certified by her personal physician and due to pregnancy, childbirth, or related medical conditions. Pregnancy-related disability leave is charged to sick leave balances; if current, accumulated, and statutory sick leave benefits are exhausted within the period of disability, the remaining time that the employee continues on pregnancy-related disability leave shall be in a leave-without-pay status. Additional leave without pay may be granted prior to or following the period of disability.

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The employee shall notify the appropriate manager of her pregnancy and furnish a doctor's statement which indicates the estimated date of leave commencement, at least thirty (30) days in advance of the due date. In the event that the District has a reasonable belief that the employee may be unable to continue to perform all duties related to her regular assignment at any time prior to the defined period of disability, the immediate manager may require the employee to provide a certification from her physician to her ability to perform her duties and any work-related restrictions.

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The usual period of leave following the birth of a child is considered to be six (6) weeks. If the employee's condition varies from the usual in that she is able to resume performance of all duties related to her regular assignment at an earlier date (or if it is necessary to extend the leave beyond six [6] weeks), the employee shall present the appropriate manager with a statement from her attending physician which either releases her to return to work or certifies her continue inability to work and anticipated duration of the leave of absence. The employee must obtain and furnish appropriate forms from her physician, and deliver them completed by the physician, to the appropriate manager. Prior to returning to work, the employee shall provide a release from her physician, identifying work-related restrictions, if any.

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9. **Parental Leave for Child Bonding/Child Care**

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- a. Pursuant to Education Code section 44977.5, unit members may use parental leave as set forth in this section.
- b. For purposes of this section, “parental leave” means child-bonding leave within the first 12 months after the birth of the unit member’s child, or the placement of a child with the unit member for adoption of foster care.
- c. Unit members are entitled to use current and accumulated sick leave for parental leave, for up to 12 workweeks. If a school year terminates before the 12-week period is exhausted, the employee may take the balance of the 12-week period in the subsequent school year.
- d. When a unit member has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave under the California Family

Right Act (Government Code § 12945.2), he/she shall be entitled to statutory half pay for the remainder of the 12-workweek period. Such half pay shall be paid as set forth in Section VII.C.5, but shall not count against the leave entitlement set forth in that section. In order to use statutory half-pay during parental leave, the unit member must be eligible for leave under the California Family Rights Act, except that he/she is not required to have worked 1,250 hours in the 12 month immediately preceding the leave.

- e. Parental leave taken under this section count against any entitlement to child-bonding leave under the California Family Rights Act and the aggregate amount of leave taken under this section and CFRA shall not exceed 12 workweeks in any 12-month period.
- f. A unit member shall not be entitled to more than one 12-week period for parental leave in any 12-month period.
- g. Leave under this section includes any leave under Section VII.C.9 for the adoption of a child.
- h. Leave under this section shall be in addition to any leave taken for childbirth-related disability.
- i. Parental leave must be taken in increments of at least two weeks’ duration except on up to two occasions of shorter periods of leave.
- j. When the need for parental leave is foreseeable, the unit member shall give the District at least 30 days’ advance written notice of his or her intention to use parental leave and the anticipated dates of the leave. In all other cases, the unit member must give the District as much advance notice of the need for parental leave as practicable under the circumstances.

10. **Judicial Leave.** A paid leave of absence shall be granted to an employee required to render jury service. If an employee is summoned to appear for jury duty during his/her work year, the employee shall, upon verification of service, be compensated. Employees who receive compensation from the court for jury service performed during a regular duty day, shall reimburse the district that exact amount. In the interests of supporting continuity of instruction, both the Association and the District encourage employees to postpone jury duty during non-work days. If an employee receives such a postponement, the District, upon receipt of verification, shall compensate the employee at the daily rate indicated below for jury duty served during non-work days.

Head Start Teachers	\$48.00
Child Development Center Teachers with less than sixty (60) units	\$48.00
Child Development Center Teachers	\$55.00
Child Development Center Teachers who are ten-thirteen (10-13)	\$66.00

1 month employees with sixty (60) or more units

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3 Paid leave shall be granted to an employee required to appear as a witness in a court
4 in a manner prescribed by law, except when required to appear as a litigant, for
5 reasons brought about through connivance or misconduct of the employee, or as a
6 result of current employment outside the Long Beach Unified School District.

7
8 The employee shall submit a written request for an approved leave of absence as soon
9 as practical after her/his knowledge of such required service.

10
11 Employees who are subpoenaed to represent the District or required to be deposed
12 on behalf of the District shall be released during the school day or be provided their
13 hourly rate after their duty day.

14
15 Employees who are released from appearance in court as witnesses, jurors, or
16 following appearance to explain financial hardship shall report for the balance of the
17 workday, allowing for reasonable travel time.

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19 12. **Personal Leave.** (applicable to 12-month employees only) Employees may be
20 granted up to one (1) day per fiscal year (non-cumulative) at half pay for purposes of
21 any lawful activity, provided that a qualified substitute is available and that the
22 written request is approved by the appropriate manager at least two (2) days in
23 advance of the absence.
- 24
25 13. **Educational Meeting Leave.** Upon application and approval by the appropriate
26 manager, an employee may be granted leave of absence with pay to attend a meeting
27 directly related to the employee's job responsibilities.
- 28
29 14. **Sabbatical Leave.** The District shall provide for granting sabbatical leaves of
30 absence to a limited number of full-time employees who have satisfactorily served
31 seven (7) consecutive years and otherwise qualify. An employee eligible for
32 sabbatical leave pursuant to Education Code, Section 44967, may make application
33 to the Office of the Assistant Superintendent, Human Resource Services.
- 34
35 a. The applicant who requests sabbatical leave for study must submit a program
36 of study which includes a full academic load as defined by the institution of
37 residence but not less than nine graduate semester units or twelve
38 undergraduate semester units. Within sixty (60) days after returning to duty,
39 the employee must submit a transcript of work completed and grades earned.
- 40
41 b. The applicant who requests a sabbatical leave to travel must submit a detailed
42 statement of a proposed itinerary in one or more foreign countries or travel
43 within the United States. Travel must be related to the school work of the
44 employee on sabbatical leave who shall submit a brief summary of his/her
45 experience.
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- c. An applicant who requests sabbatical leave shall agree in writing to render a period of service in the employ of the governing board of the District following his/her return from the leave of absence which is equal to twice the period of the leave.
- d. Compensation shall be paid to an employee while he or she is on sabbatical leave upon the furnishing by the employee of a suitable bond indemnifying the governing board of the District against loss in the event the employee fails to render the agreed upon service following the return of the employee.
- e. No sabbatical leave shall be granted until the Assistant Superintendent, Human Resource Services, is satisfied that a suitable provision can be made for carrying on the applicant's work during his/her absence.
- f. The District shall provide for sabbatical leaves not to exceed one-quarter (1/4) of one (1) percent of the total number of bargaining unit members per year. The District may provide for sabbatical leaves not to exceed one-half (1/2) of one (1) percent of the total number of bargaining unit members per year.
- g. Compensation for teachers on leave shall be one-half (50%) of the salary the person would have received had he/she remained in active service.
- h. The District shall pay fifty (50) percent of the employee's health and benefit premiums for the one-semester or one-year period the employee is on leave.