

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 will be granted only if it has been determined by the District 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 the employee’s work year, nor during elementary school parent conference and/or report card periods. In addition, leaves shall not be granted to employees in middle schools and senior high schools on the traditional school year calendar during the last week of the first semester nor during the first week of the second semester. 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 on leave as described in 6.a., for no more than one school year, who notifies the District in writing by the last duty day of that school year of his/her intent to return, and who actually returns to work on the first duty day

of the next school year, shall return to the same site assigned prior to the commencement of leave.

- c. Any employee returning from a leave of absence other than as described in 6.a. and b., 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 returning at another time during the year. Priority consideration for assignment will be given to those meeting the March 1 deadline.

B. LEAVES OF ABSENCE WITHOUT PAY:

- 1. Leaves of absence without pay may be granted to employees for the following purposes and when granted shall be governed by the conditions specified:
 - a. **Advanced Professional and Academic Training.** Leave shall be for no more than twelve (12) consecutive months nor more than one such leave in a seven (7) year period and this period must be coterminous with an intersession, a semester, or year.
 - b. **Service** as a member of the Peace Corps, the Job Corps, or the Domestic Peace Corps (Volunteers in Service to America). Not more than twenty-four (24) consecutive months.
 - c. **Teaching in a Foreign Country.** Leave shall be for no more than twenty-four (24) consecutive months nor more than one such leave in a seven (7) year period and this period must be coterminous with an intersession, a semester, or year.
 - d. **Travel in Foreign Country.** Leave shall be granted for a period of no longer than twelve (12) consecutive months nor more than one such leave in a seven (7) year period and this period must be coterminous with an intersession, a semester, or year.
 - e. **Rest and Recuperation.** Requires doctor's statement. No more than twenty-four (24) consecutive months.
 - f. **Rest and Recreation.** No more than twelve (12) consecutive months.
 - g. **Child Care.** May be granted to either or both parents immediately following paid parental leave for child bonding/child care under Section C.10 of this Article, for a period coterminous with a semester, a school year, or the conclusion of an intersession, provided the employee notifies Certificated Personnel at least three weeks prior to the beginning date of the

1 leave. A second consecutive year of unpaid childcare leave may be granted
 2 by the District upon the request of the employee.

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 4 h. **Military Service.** As provided in the Education Code and the Military and
 5 Veterans Code.

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 7 i. **Work Experience.** No more than twelve (12) consecutive months. The
 8 work experience must be directly related to the employee's job
 9 responsibilities.

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 11 j. **Disability.** Granted to an employee who has been approved by the State
 12 Teachers Retirement System/Public Employees Retirement System to
 13 receive a disability allowance. The period of such leave will be the term of
 14 the disability but not more than thirty-nine (39) months from the date of
 15 approval of the disability allowance.

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 17 k. **Position Leave.** Granted to an employee assigned to serve in a specially
 18 funded program.

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

22
 23 m. **Family Medical Leave Act (FMLA)/ California Family Rights Act**
 24 **(CFRA).** As provided for in statute; for example, to care for him/herself, a
 25 child, parent, or spouse with a serious health condition. Health care provider
 26 certification may be required. See employee notification at work site for
 27 additional information.

28
 29 Eligible employees are entitled to twelve (12) workweeks of FMLA/CFRA
 30 leave in a rolling year beginning on the first date leave is taken and counting
 31 forward from that date.

32
 33 n. Other reasons which are deemed sufficient by the Board of Education.

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

40
 41 3. Current STRS/PERS regulations state that employees who are on unpaid leave of
 42 absence do not earn retirement credit. Use of reduced pay or unpaid leave of absence
 43 reduces the employee's STRS/PERS service credit for that year. STRS/PERS service
 44 is credited in proportion to the amount an employee actually receives in
 45 compensation compared to the amount that employee would have received had
 46 he/she been compensated for the full year (earned divided by the total earnable).

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C. LEAVES OF ABSENCE WITH PAY:

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

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

3. **Sick Leave:**

- a. Sick leave entitlement shall be deducted using the following procedures.
Absent from work for the entire school day will be charged for eight (8) hours of leave.
Absent for part of a school day will be charged in half-hour increments only for the time, within their duty day, that they are off site.

For payroll computation:

- .5 day = 4 hours leave
- 1.0 day = 8 hours leave

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

182 work day employees: 10.2 days (81.60 hours)

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

- 1 c. An employee in less than a full-time assignment and/or employed for less
2 than a full contract year shall receive and have sick leave deducted in direct
3 proportion to the percentage of the assignment; e.g., an employee with a fifty
4 (50) percent assignment shall earn fifty (50) percent of what a one hundred
5 (100) percent assignment shall earn.
6
- 7 d. Kin Care Leave (Labor Code § 233): Full time unit members shall be entitled
8 to use six (6) days of accrued and available sick leave each school year to
9 attend to an illness of or take to a doctor for preventive care a child, parent,
10 parent in law, spouse, registered domestic partner, grandparent, grandchild,
11 or sibling of the employee. This leave shall be prorated for part-time unit
12 members. The District may require a statement of verification from a
13 physician or a recognized practitioner verifying the illness of the employee's
14 family member.
15
- 16 e. Sick leave accrues at a rate of .056044 for each hour an employee has worked
17 in an hourly assignment, including summer school and intersession
18 assignments. Accumulated hourly sick leave may be used for absences in
19 any hourly assignment, except that during the first and last week of summer
20 school leave for compelling personal reasons will not be granted and teachers
21 should expect to be required to provide doctor's verification of illness
22 absences. Contract sick leave may not be used for absences in an hourly
23 assignment. If an employee serving in a contract assignment has exhausted
24 his/her contract sick leave, accumulated hourly sick leave may be used prior
25 to statutory sick leave.
26
- 27 f. An employee who claims sick leave may be required to execute a certificate
28 or declaration to the effect that he/she was actually ill or injured on that day(s)
29 before such sick leave may be paid.
30
- 31 Sick leave shall not normally be taken for minor elective or cosmetic surgery.
32 Exceptions may be approved by the district physician.
33
- 34 g. When the District determines that an employee's health condition may be
35 impairing job performance, Human Resource Services shall have authority to
36 direct the employee to have a medical examination by the district physician,
37 by a District-appointed physician at District expense, or by an employee-
38 selected physician approved by the district physician and to be paid by the
39 employee.
40
- 41 h. If a certificated employee under contract does not take the full amount of sick
42 leave allowed in any school year, the amount not used is accumulated from
43 year to year, and accrued sick leave is credited toward time served for
44 retirement purposes.
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- 1 i. An employee's sick leave record is open to the employee's inspection upon
2 request to the site payroll clerk. Sick leave accumulation shall be reported on
3 each period.
4
- 5 j. Any bargaining unit member suffering from a catastrophic illness or injury
6 who has exhausted all accrued sick leave may request sick leave donations
7 under the Sick Leave Donation Program. A request to participate is submitted
8 to the employee's principal/site administrator. Procedures for both the receipt
9 and distribution of donated sick leave are provided as part of the Sick Leave
10 Donation Program, which is Appendix F in this contract.
11

12 4. **Personal Necessity Leave:** (Use of Sick Leave for personal necessity.)
13

- 14 a. Every employee shall be permitted to use not more than seven (7) days of
15 sick leave per fiscal year for personal necessity (Education Code, Section
16 44981) consisting of the reasons listed in (1) through (7) below.
17
- 18 (1) Death of a member of the immediate family as defined in Section C.1.
19 above. (This is in addition to normal bereavement leave.)
20
- 21 (2) Accident involving the employee's person or property, or the person
22 or property of a member of the immediate family, as defined in
23 Section C.1. above. Such accident must a) be serious in nature, b)
24 involve circumstances the employee cannot be expected to disregard,
25 and c) require the attention of the employee during assigned hours of
26 work.
27
- 28 (3) Appearance in court as a litigant. (The employee must return to work
29 in cases in which it is not necessary to be absent more than half of the
30 regular workday.)
31
- 32 (4) Appearance as witness under an official order for which salary is not
33 allowed. Each date of necessary attendance under such an order, other
34 than the date specified in a subpoena, shall be certified by the clerk or
35 other authorized officer of the court or governmental jurisdiction. In
36 any case in which a witness fee is payable, such fee shall be collected
37 by the employee and remitted to Financial Services. (The employee
38 must return to work in cases where it is not necessary to be absent
39 more than half the regular workday.)
40
- 41 (5) Illness in the immediate family of the employee as defined in Section
42 C.1. above.
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- 44 (6) Home protection in the event of a natural catastrophe, such as flood
45 or fire.
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(7) Compelling Personal Reasons. Maximum of five (5) days per fiscal year upon twenty-four (24) hours prior notice of the absence to the appropriate manager; for business or other activity of serious and compelling personal importance that cannot be conducted before or after the workday. Such absences will not be approved on days immediately before or immediately after a District calendared holiday unless the employee notifies the appropriate manager at least forty-eight (48) hours in advance and provides the job number and the name of the person who has been confirmed to substitute for them.

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

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

The District may require an employee to be examined by an independent licensed physician selected by the District to determine whether the illness or injury is related to the same illness or injury previously claimed by the employee for the statutory sick leave.

6. **Holidays and Student Vacation Periods:** A schedule of non-paid holidays and student vacation periods shall be as set forth in the school calendar.

7. **Industrial Injury and Illness Leave:**

- 1 a. Certificated employees who are absent from duty because of industrial injury
 2 or illness and who qualify under the provisions of the workers' compensation
 3 insurance law are allowed, for each injury or illness, full salary from the first
 4 day of absence to and including the last day of absence for the illness or
 5 injury, except that not more than sixty (60) working days of leave are allowed
 6 for any one injury or illness. Allowable leave under this Section may not be
 7 accumulated from year to year.
 8
- 9 b. Payment on any day during industrial injury or illness, when added to
 10 compensation granted an employee under the workers' compensation laws of
 11 California, shall not exceed the normal wages for the day's primary
 12 assignment.
 13
- 14 c. If an employee is still receiving workers' compensation insurance benefits
 15 after entitlement to industrial injury or illness leave is exhausted, he/she shall
 16 be placed on regular sick leave, vacation leave, or statutory leave.
 17
- 18 d. Industrial injury or illness leave is reduced by one (1) day for each day of
 19 authorized absence, regardless of any compensation paid under workers'
 20 compensation.
 21
- 22 e. If the employee is no longer receiving workers' compensation insurance
 23 benefits, but is still unable to return to work as determined by the district
 24 physician, he/she is then placed on regular sick leave or other leave, as
 25 provided by this Agreement.
 26
- 27 When the employee goes on one of these types of leave while receiving
 28 workers' compensation insurance benefits, he/she is entitled to only such
 29 payment as will provide full pay for the primary assignment when added to
 30 workers' compensation insurance benefits.
 31
- 32 f. Before salary payments are made to an employee absent because of industrial
 33 injury or illness, a report of the illness or injury must be filed in the office of
 34 Risk Management.
 35
- 36 g. After expiration of paid leave, an employee who is unable to return to work
 37 as determined by the district physician may be granted additional leave
 38 without pay for one (1) year. Such leave may be extended for one (1)
 39 additional year for sufficient cause.
 40
- 41 h. Periods of leave under this regulation, either paid or unpaid, shall not be
 42 considered to be a break in the service of the employee, except that days of
 43 absence may cause a break in progress toward tenure.
 44
- 45 i. During all paid leaves of absence the employee must endorse benefit checks
 46 received under state workers' compensation laws to the District. The District

1 will issue to the employee appropriate warrants and payments of wages or
 2 salary and shall deduct normal retirement and other authorized deductions. If
 3 combined payments under this regulation total less than the normal full
 4 salary, as in the case of an employee on statutory leave, the employee is not
 5 required to endorse to the District benefit checks received under workers'
 6 compensation laws. For income tax purposes, the District will notify
 7 employees of the amount of disability income paid to the employee for the
 8 year.
 9

- 10 8. **Pregnancy-Related Disability Leave.** A leave of absence for pregnancy-related
 11 disability shall be granted for the period of time that the employee is unable to
 12 perform the duties required of her position as certified by her personal physician due
 13 to pregnancy, childbirth, or related medical conditions. Pregnancy-related disability
 14 leave is charged to sick leave balances; if current, accumulated, and statutory sick
 15 leave benefits are exhausted within the period of disability, the remaining time that
 16 the employee continues on pregnancy-related disability leave shall be in a leave-
 17 without-pay status. Additional leave without pay may be granted prior to or
 18 following the period of disability.
 19

20 The employee shall notify the appropriate manager of her pregnancy and furnish a
 21 doctor's statement which indicates the estimated date of leave commencement, at
 22 least thirty (30) days in advance of the due date. In the event that the District has a
 23 reasonable belief that the employee may be unable to continue to perform all duties
 24 related to her regular assignment at any time prior to the defined period of disability,
 25 the immediate manager may require the employee to provide a certification from her
 26 physician of her ability to perform her duties and any work-related restrictions.
 27

28 The usual period of leave following the birth of a child is considered to be six (6)
 29 weeks. If the employee's condition varies from the usual in that she is able to resume
 30 performance of all duties related to her regular assignment at an earlier date (or if it
 31 is necessary to extend the leave beyond six (6) weeks), the employee shall present
 32 the appropriate manager with a statement from her attending physician which either
 33 releases her to return to work or certifies her continued inability to work and
 34 anticipated duration of the leave. The employee must obtain and furnish appropriate
 35 forms from her physician, and deliver them completed by the physician, to her
 36 principal or other manager. Prior to returning to work, the employee shall provide
 37 a release from her physician, identifying work –related restrictions, if any.
 38

39 10. **Parental Leave for Child Bonding/Child Care**

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 41 a. Pursuant to Education Code Section 44977.5, unit members may use parental
 42 leave as set forth in this section.
 43
 44 b. For the purposes of this section, “parental leave” means child-bonding leave
 45 within the first 12 months after the birth of the unit member’s child or the
 46 placement of a child with the unit member for adoption or foster care.

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- 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 Rights 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 for in Section VII.C.5, but shall not count against the leave entitlement set for 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 months immediately preceding the leave.
 - e. Parental leave taken under this section counts 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 taken 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 pregnancy or childbirth-related disability.
 - i. Parental Leave must be taken in increments of at least two weeks' duration except on up to two occasion of shorter period 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.
11. **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

1 employee receives such a postponement, the District, upon receipt of verification,
 2 shall compensate the employee at a rate of \$75 per day for jury duty served during
 3 non-work days.
 4

5 Paid leave shall be granted to an employee required to appear as a witness in a court
 6 in a manner prescribed by law, except when required to appear as a litigant, for
 7 reasons brought about through connivance or misconduct of the employee, or as a
 8 result of current employment outside the Long Beach Unified School District.
 9

10 The employee shall submit a written request for an approved leave of absence as soon
 11 as practical after her/his knowledge of such required service.
 12

13 Employees who are subpoenaed to represent the District or required to be deposed
 14 on behalf of the District shall be released during the school day or be provided their
 15 hourly rate after their duty day.
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17 Employees who are released from appearance in court as witnesses, jurors, or
 18 following appearance to explain financial hardship shall report for the balance of the
 19 workday, allowing for reasonable travel time.
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- 21 12. **Educational Meeting Leave.** Upon application and approval by the appropriate
 22 manager, an employee may be granted leave of absence with pay to attend a meeting
 23 directly related to the employee's job responsibilities.
 24
- 25 13. **Sabbatical Leave.** The District shall provide for granting sabbatical leaves of
 26 absence to a limited number of full-time employees who have satisfactorily served
 27 seven (7) consecutive years and otherwise qualify. An employee eligible for
 28 sabbatical leave pursuant to Education Code, Section 44967, may make application
 29 to the Office of the Assistant Superintendent, Human Resource Services.
 30
- 31 a. The applicant who requests sabbatical leave for study must submit a program
 32 of study which includes a full academic load as defined by the institution of
 33 residence but not less than nine (9) graduate semester units or twelve (12)
 34 undergraduate semester units. Within sixty (60) days after returning to duty,
 35 the employee must submit a transcript of work completed and grades earned.
 36
- 37 b. The applicant who requests a sabbatical leave to travel must submit a detailed
 38 statement of a proposed itinerary in one or more foreign countries or travel
 39 within the United States. Travel must be related to the school work of the
 40 employee on sabbatical leave who shall submit a brief summary of his/her
 41 experience.
 42
- 43 c. An applicant who requests sabbatical leave shall agree in writing to render a
 44 period of service in the employ of the governing board of the District
 45 following his/her return from the leave of absence which is equal to twice the
 46 period of the leave.

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- 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 (1) semester or one (1) year period the employee is on leave.