

**C. General Leave of Absence**

1. Any probationary or permanent unit member may apply for full or part-time general leave of absence without pay.
2. Denial of the application by the District for a leave in year one shall be based upon reasons of additional cost to the District or the unavailability of a suitable replacement. A written statement of the evidence upon which the denial is based shall be given. This denial shall be subject to appeal through the grievance procedure.
3. A unit member granted a full-time general leave of absence in year one must return to work for two full years at full FTE to be eligible for a full-time general leave of absence in year four. In such circumstances, granting a full-time general leave in year three shall be at the discretion of the District.
4. Requests for general leave of absence shall be submitted to the Board of Trustees as follows:

Full Year Leave	February 1
Fall Semester Leave	February 1
Spring Semester Leave	June 1

The Superintendent may waive these dates in cases where the unit member could not have foreseen the reasons for his/her request by these dates.

5. Notice of Return from Leave:
  - a. By February 1 of the year in which they are on leave, unit members on a full year leave under this Section shall notify the District of their intent to return for the following year.
  - b. By June 1, unit members who have been granted a leave for the following fall semester shall notify the District of their intent to return for the following spring semester.
  - c. By March 1, unit members on leave for the spring semester shall notify the District of their intent to return for the following fall semester.
6. If notification of intent to return is not received by the dates specified above, the District will contact the unit member by certified mail, return receipt requested. If the unit member does not respond within ten (10) working days, Article IX - Employee Discipline, or Education Code Section 44842 shall apply.
7. Renewal of a unit member's general leave of absence shall be at the discretion of the District.

**D. Maternity Disability Leave of Absence**

1. A unit member who is required to be absent from duty because of illness or disability related to pregnancy, miscarriage, childbirth and/or recovery therefrom may use regular sick leave of absence and Extended Sick Leave of Absence as provided in this Agreement for the duration of her illness or disability.
2. A unit member seeking to utilize the benefits provided by this Section shall provide written verification from her attending physician of the necessity for the leave because of illness or disability. The District may require this verification be updated every thirty (30) calendar days during the sick leave period.
3. The unit member shall notify the District of the pregnancy at her discretion, but not later than five (5) months into the term of pregnancy, and indicate estimated date that the maternity disability leave will begin.

4. The same health and welfare benefits shall be available to a unit member on maternity disability as are available to any other unit member on sick leave. In any event, the District shall continue the provision of health and welfare benefits for the length of an approved Family Care and Medical Leave, but not to exceed twelve (12) weeks.

**E. Childrearing Leave of Absence (Refer to Appendix B)**

1. A unit member may apply for childrearing leave at any time during the pregnancy and/or after the birth of the child. The provisions of Section II.E. shall apply to leaves commencing before the child's first birthday.
2. Childrearing leave is without compensation.
3. A full-time maternity/childrearing leave of forty-five (45) work days or less shall not count towards the Section II.A.2. and Section II.E., 7-10 limitations.
4. If a unit member suffers an interrupted pregnancy, or other unforeseen events occur which make it possible for a unit member on a childrearing leave to return to work, the District will accommodate the unit member's request unless:
  - a. The District has entered into a contract with a temporary teacher to replace the unit member during the leave of absence, OR
  - b. There are fewer than nine (9) weeks remaining in the semester at the time the unit member requests to return.
5. If two unit members request a childrearing leave simultaneously for the same child, only one leave would be granted.
6. First Year Childrearing Leave of Absence
  - a. Whenever reasonably possible, leaves shall begin at the start of a school semester and terminate at the close of a school semester.
  - b. A leave shall be granted for either a full or partial school year, or for a full or partial assignment.
7. Second Year and Third Year Childrearing Leaves for First Child
  - a. A unit member may apply for up to three (3) consecutive years of childrearing leave for the first child.
  - b. If a unit member wants both a second and a third year leave, the leaves in both the second and third years shall be limited to full year partial leaves, with the unit member working at least 0.6 FTE in both years.
  - c. Upon written request (**Section II.C.4.**), a unit member may defer the third year partial leave allowed for a first child and apply that leave to the continuing childrearing leave allowed for a second child (**Section II.E.7-8**). In all such requests, the limitations set forth in Section II.A.2. and Section II.E.9. apply.
8. Continuing Childrearing Leave for Second Child
  - a. A first year childrearing leave for a second child shall be granted for either a full or partial school year or for a full or partial assignment.

- b. If a unit member wants a second year leave for a second child, the leave shall be limited to a full year partial leave, with the unit member working at least 0.6 FTE.
- 9. When a unit member has had a childrearing leave for five (5) consecutive years, an additional childrearing leave shall be considered only if it is a partial leave, with the unit member required to work 0.6 FTE or 0.8 FTE. Such leaves shall be granted at the District's discretion.
- 10. A full or partial general leave following a childrearing leave of two (2) or more consecutive full or partial years shall be granted at the discretion of the District, notwithstanding Section II.C.2. of this Article.

#### **F. Family Care and Medical Leave**

- 1. The District will be in compliance with the State Family Care and Medical Leave Act and the Federal Family and Medical Leave Act.
- 2. All unit members who have served the District more than one continuous work year and have served at least 1,250 hours in the previous 12-month period are eligible for this unpaid leave under the provisions of state and federal law. Family Care and Medical Leave may be used for the following reasons:
  - a. Because of the birth of the employee's child, and in order to care for the child.
  - b. Because of the placement of a child with the employee for foster care or in connection with the employee's adoption of the child.
  - c. In order to care for the employee's child, parent, spouse, registered domestic partner or child of a registered domestic partner with a serious health condition.
  - d. Because of the employee's own serious health condition which makes the employee unable to perform the functions of his/her job.
- 3. Family Care and Medical Leave shall not exceed one period of up to twelve (12) work weeks during any twelve (12) month period except in the case of an employee who has given birth. Such leave may be taken for up to four (4) months. In the case of 2.a. or 2.b. above, leave shall not be taken intermittently or on a reduced work schedule unless the District and the employee agree otherwise. Leave related to 2.c. or 2.d. above may be taken intermittently or on a reduced work schedule when medically necessary as verified by a health care provider.
- 4. This leave shall be consecutive to other leaves in this article.
- 5. An employee taking Family Care and Medical Leave will continue to participate in the District provided health and medical plan during the period of the leave under the same terms and conditions which would apply if the employee were not on leave.

#### **G. Industrial Accident and Illness Leave of Absence**

- 1. Allowable leave shall be for one hundred (100) working days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same accident or illness.
- 2. Allowable leave of absence shall not be accumulated from year to year.

3. Industrial accident or illness leave of absence shall commence on the first day of absence.
4. When a unit member is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary. The phrase "full salary" as utilized in this subdivision shall be computed so that it shall not be less than the unit member's "average weekly earnings" as that phrase is utilized in Section #4453 of the Labor Code. For purposes of this Section, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.
5. Industrial accident or illness leave of absence shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
6. When an industrial accident or illness leave of absence overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave of absence due him/her for the same illness or injury.
7. Upon termination of the industrial accident or illness leave of absence, the unit member shall be entitled to the benefits provided in Sections 44977, 44978, and 44983 of the Labor Code, and for the purposes of each of these sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave of absence, provided that if the unit member continues to receive temporary disability indemnity, he/she may elect to take as much of the accumulated sick leave of absence which, when added to the temporary disability indemnity, will result in a payment to him/her of not more than full salary.
8. During any paid leave of absence, the unit member may endorse to the District the temporary disability indemnity checks received on account of his industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the unit member for periods covered by such salary warrants.
9. Any unit member receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California.

#### H. **Military Leave of Absence**

1. Military leave of absence shall be granted as provided for in the Military and Veterans' Code of the State of California. Such leave of absence must be verified by copy of the military orders requiring military duty.
2. A unit member who qualifies for military leave of absence under provisions of law shall, upon application, be granted such leave of absence. Any salary increment which would have accrued automatically to such unit member had such leave of absence not been taken, or any additional salary increment which would have accrued by reason of study, shall so accrue and become available when said unit member returns to service.
3. Except as required by law for active duty, military leave may be granted only if the applicant attests in writing that:
  - a. Active duty for training is required for him/her to remain in a military program.
  - b. Active duty for training cannot be performed at any time other than when school is in session.