

**San Diego Education Association  
Proposal To The  
San Diego Unified School District  
Successor Collective Bargaining**

**SDEA Proposal Passed May 19, 2017  
District Proposal Passed October 5, 2017  
SDEA Proposal Passed October 19, 2017  
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**ARTICLE 10 – LEAVE POLICIES**

**Section 10.1: PRORATED LEAVES**

All leaves provided in this Article shall be prorated for unit members working less than full time.

**Section 10.2: SICK LEAVE**

- 10.2.1. Eligibility. Eligible unit members shall be allowed full-salary sick leave for personal illness, injury, or exposure to contagious disease or temporary disability, as provided by law.
- 10.2.2. Accrual. Full-time unit members shall accrue eight (8) hours of sick leave for each month in their assignment year. Part-time unit members shall accrue sick leave in the same proportion as their employment bears to full time.
- 10.2.3. Payment. Pay for any day of absence for which sick leave benefits are authorized shall be the same as the pay which would have been received had the unit member served during the day.
- 10.2.4. Accumulation. Full-salary sick leave not used shall be accumulated from year to year without limit as provided by law.
- 10.2.5. Accrual Timing. New unit members of the District accrue sick leave from the first of the month in which employed, provided their employment commences on or before the fifteenth (15th) of the month. If employment commences on or after the sixteenth (16th) of the month, sick leave is accrued from the first of the following month. Sick leave will be accrued to the end of the month for a terminating unit member provided the last day of service is on or after the sixteenth (16th) of the month. Sick leave will be accrued to the end of the previous month if the terminating unit member's last day of service is on or before the fifteenth (15th) of the month.
- 10.2.6. Advance Credit. Unit members may apply for sick leave benefits in advance of the accrual up to a maximum of the current year's entitlement. Terminating unit members

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who have received unaccrued sick leave benefits shall have their final warrant adjusted by the amount of unearned sick leave taken.

10.2.7. Differential Pay. In addition to full-salary sick leave, unit members shall be entitled to one-hundred (100) days of additional leave at a salary which is equal to fifty (50%) percent of the unit member's daily rate of pay. These one-hundred (100) days of additional sick leave shall be used only after all accumulated full-salary sick leave has been exhausted. The combination of full-salary and half-salary sick leave shall not exceed the following limits per fiscal year:

Ten (10) month unit members	110 days
Eleven (11) month unit members and 184 + 24 day unit members	111days
Twelve (12) month unit members and 184 + 44 day unit members	112 days

Half-salary sick leave is to be used only after full-salary sick leave benefits have been exhausted. This Section shall not apply to unit members having full-salary sick leave in excess of the limits shown above.

10.2.8. Eligibility for Health Leave. When a unit member exhausts both full-salary and any half-salary sick leave allowances, he/she may request a health leave of absence without pay (see Health Leave, Section 10.7.2.). In addition, such unit members may be eligible for other types of leaves.

10.2.9. Accumulated Sick Leave. A unit member on leave of absence will retain any sick leave accumulated prior to the leave, but will accumulate no additional sick leave during a leave of absence.

10.2.10. Summer School Utilization. Summer school and intersession unit members may utilize full-salary sick leave accumulated during the regular school year. (See Summer School/Intersession, Hours and Conditions, Section 17.3.2.)

### **Section 10.3: PERSONAL NECESSITY LEAVE**

A unit member may use up to ~~eight (8)~~ eleven (11) days of accumulated full-salary sick leave benefits described in Section 10.2. in any school year in the following cases of personal necessity:

10.3.1. Death in the Immediate Family. Death of a member of the immediate family as defined in Section 10.16. Additionally, unit members may use Personal Necessity Leave for the purpose of attending the funeral of a close friend or relative not included in the definition of immediate family.

10.3.2. Accident. Accident involving the unit member's person, property, or that of his/her immediate family of such an emergency nature that the immediate presence of the unit member is required during the workday.

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- 10.3.3. Court Appearance. Appearance in court as a litigant or as a witness.
- 10.3.4. Family Illness. Serious or critical illness of a member of the immediate family (as defined in Section 10.16.) of such an emergency nature that the presence of the unit member is required during the workday.
- 10.3.5. Religious Holiday. Observance of a religious holiday of the unit member's faith ~~(limited to three [3] days per school year)~~. The Personal Necessity Form must be filed no less than five (5) workdays in advance of the religious holiday.
- 10.3.6. Acts of Nature. Unpredictable and verifiable acts of nature (such as catastrophic fire, flood, tornado, earthquake, or other acts of nature of similar intensity) or other unpredictable and verifiable circumstances beyond the control of the unit member which precludes the unit member from reporting to duty.
- 10.3.7. Birth/Adoption. A father/spouse/partner, upon the birth of his/her child, and parents, upon the adoption of a child.
- 10.3.8. Family School Partnership Leave. To participate in the unit member's children's school activities as set forth in Section 10.20. of this Article.
- 10.3.9. Personal/Family Responsibility. Unit members may use ~~up to five (5) days of~~ accumulated full-time sick leave in order to attend ~~to a compelling~~ personal/family responsibility which requires the ~~immediate~~ presence of the unit member during the workday. These days may be used at the unit member's discretion.

#### **Section 10.4: PERSONAL BUSINESS ABSENCE**

##### 10.4.1. Two-hour Absence (Paid)

10.4.1.1. A unit member may be excused from duty with the approval of the supervisor for personal business for up to two (2) hours without loss of pay.

10.4.1.2. A unit member absent for personal reasons without authorization shall not be paid for the time absent and may be subject to disciplinary action.

##### ~~10.4.2. Three day Absence (Paid)~~

~~Unit members may use up to three (3) days per school year of accumulated sick leave for personal business. These days may be used at the unit member's discretion. Normally, forty eight (48) hours advance notice shall be required and such leave may not be used the day prior to or after a holiday or school recess period. Such leave shall not be used to participate in any concerted activities.~~

##### 10.4.3. One-month Absence (Unpaid)

When urgent personal reasons demand a unit member's absence, he/she may be excused from duty without pay for a period not to exceed one (1) month with the approval of the supervisor.

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**Section 10.5: ~~PATERNITY AND ADOPTION PARENTAL LEAVE~~**

~~10.5.1 Maternity Leave: Six (6) weeks of leave with full pay shall be granted to a unit member upon the vaginal birth of her child. Eight (8) weeks of leave with full pay shall be granted to a unit member upon the birth of her child by cesarean section.~~

~~10.5.2 Bonding Leave: A unit member shall receive twelve (12) weeks of leave for the purpose of parental bonding upon the birth or adoption of his/her child.~~

~~10.5.2.1 The first two (2) weeks of leave shall be with full pay and shall not be withdrawn from the unit member's accumulated sick leave.~~

~~10.5.2.2 A unit member may use accumulated full salary and half salary sick leave for the remainder of the bonding leave.~~

One (1) day of leave with full pay will be granted to a father/spouse/partner upon birth of his/her child or one (1) day of leave with full pay on the day when the mother or child leave the hospital. (Maximum of one [1] day of leave with full pay.) One (1) day of leave with full pay will be granted to either parent to make final arrangements to adopt a child-

~~In addition, a father/spouse/partner may use up to ten (10) days of their accumulated sick leave immediately upon the birth of his/her child(ren), and a unit member may use up to ten (10) days of their accumulated sick leave immediately upon the adoption of his/her child(ren) or to attend to matters related to the adoption of his/her child(ren). This leave is in addition to the annual allotment of days for personal business.~~

**Section 10.6: LONG-TERM LEAVES OF ABSENCE WITHOUT PAY -- CATEGORY I (PLANNED LEAVES)**

10.6.1. General. Category I leaves are planned leaves and shall be governed by the following general constraints:

10.6.1.1. Length. Long-term leaves of absence without pay in Category I may be granted for a period of up to one (1) academic school year, and such leaves may be extended year to year for a total period not exceeding three (3) full academic school years. A unit member shall be allowed either one (1) such long-term leave of absence, as approved, not to exceed three (3) full academic school years, or any combination of such long-term leaves, as approved, not to exceed three (3) full academic school years, within a ten (10) year period.

10.6.1.2. Eligibilities. Category I leaves are restricted to permanent status unit members. Probationary status unit members are ineligible for Category I leaves; however, second year probationary unit members are eligible to apply for Category I leaves which commence no earlier than the beginning of their third (3rd) contract year.

10.6.1.3. Timing. Long-term leaves in Category I shall begin at the beginning of an academic school year and shall end at the conclusion of an academic school

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year except by mutual agreement of the District and the unit member. Return to paid service shall commence at the beginning of an academic school year unless otherwise mutually agreed by the unit member and the District (see Section 10.9.).

- 10.6.1.4. Request Deadline. A request for a Category I long-term leave must be received by the Human Resource Services Division by March 1 in order for a leave to be effective for the subsequent school year.
  - 10.6.1.5. Annual Notification. Unit members on Category I long-term leaves must notify the Human Resource Services Division on or before March 1 of each year of the leave as to their intention either to extend the leave for another school year (if eligible), to return to paid service at the beginning of the next school year, or to resign from the District.
  - 10.6.1.6. Approval. The Human Resource Services Division will notify applicants for Category I leaves whether their leave is approved or disapproved. For requests received prior to January 1, notification will be made by March 1. For requests received on or after January 1 and up to and including March 1, notification will be made by June 1.
  - 10.6.1.7. Exception to Timelines. Exceptions to these March 1 deadlines may be approved for humane or other cogent reasons that relate to the best interests of the unit member and the District and are mutually agreed.
- 10.6.2. Category I Leaves. Long-term leaves of absence without pay in Category I may be granted for any of the following reasons:
- 10.6.2.1. Professional Study. Permanent unit members may apply for professional study leave by outlining in writing the plan that is to be followed and the institution to be attended. In addition, a clear statement must be included in the request indicating the need for educational study and the potential value to the District upon completion of such study. (See Appendix A, 4.033)
  - 10.6.2.2. Travel. Permanent unit members may apply for a leave of absence for travel for educational purposes.
  - 10.6.2.3. Opportunity Leave. Permanent unit members may be eligible for an opportunity leave for the purpose of improving job-related skills and knowledge that will directly benefit the District and the instructional program.
  - 10.6.2.4. Service to Other Public Agencies. The Superintendent may recommend approval of long-term leaves of absence without pay for permanent unit members to serve another public agency in a capacity which the Superintendent determines will benefit the District and the unit member, including elected, full-time public service.
  - 10.6.2.5. Other Leaves Determined by the Superintendent. In addition to those long-term leaves of absence specifically covered in this Agreement, the Superintendent

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may, in unusual cases, recommend the approval of other long-term, unpaid leaves of absence to permanent unit members for purposes that will benefit the District and serve the best interests of the pupils.

- 10.6.2.6. Service to Professional Associations. Unit members may apply for a leave of absence without pay for the purpose of serving a local, state, or national professional organization in an elected or a staff capacity.

**Section 10.7:LONG-TERM LEAVE OF ABSENCE WITHOUT PAY -- CATEGORY II (PARENTAL, HEALTH, AND HOME RESPONSIBILITY LEAVES)**

10.7.1. Parental Leave. A parental leave of absence without pay will be granted to a probationary or permanent unit member at any time in the academic school year for the purpose of childbearing, adoption, and/or child rearing. A parental leave may be granted for the balance of an academic school year and may be extended upon application year to year for a total period not exceeding five (5) additional academic school years. The following types of parental leaves are available:

10.7.1.1. Pregnancy. A unit member who is pregnant will be entitled upon request to a long-term leave to begin at any time after the commencement of pregnancy. The unit member shall notify the Human Resource Services Division in writing of the desire to take such leave, and, except in cases of unforeseen circumstances, shall give such notice at least thirty (30) days prior to the date on which the leave is to begin. The notice shall include a physician's statement certifying the unit member's pregnancy.

10.7.1.2. Male Parental Responsibility. A male unit member is entitled, upon request and verification of child's birthdate, to a long-term parental leave to begin at any time between the birth of his child and one (1) year thereafter.

10.7.1.3. Adoption. A unit member adopting a child will be entitled, upon request, to a long-term parental leave to commence at any time during the first year after receiving defacto custody of said child, or prior to receiving custody, if necessary, in order to fulfill the requirements for adoption.

10.7.2. Health Leave. A health leave may be granted to a permanent unit member for a definite period of time upon submission of a physician's statement of incapacity to perform the duties and responsibilities of a unit member. A health leave may be granted either following exhaustion of paid sick leave (see Section 10.2.8.) or independently of a prior paid sick leave. A health leave may be granted for the balance of an academic school year and may be extended by application upon submission of a physician's statement of incapacity on a year-to-year basis for a total period not exceeding five (5) additional academic school years.

10.7.3. Home Responsibility Leave. A home responsibility leave may be granted when there is a demonstrable need for the service of a unit member in caring for a member of his/her immediate family as defined in Section 10.16. A home responsibility leave may be

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granted for the balance of an academic school year and may be extended upon application year to year for a total period not exceeding five (5) additional school years.

- 10.7.4. Timing of Return. Return to paid service from a Category II leave shall commence at the beginning of an academic school year unless otherwise mutually agreed by the unit member and the District (see Section 10.9.). Unit members on health or home responsibility leaves shall be allowed to return to paid service as soon as an authorized position vacancy for which the unit member is qualified is available.
- 10.7.5. Opportunity to Substitute. A unit member on parental leave or home responsibility leave of absence will not be denied the opportunity to substitute.

**Section 10.8: LONG-TERM LEAVES OF ABSENCE WITHOUT PAY -- CATEGORY III (OTHER LONG-TERM LEAVES)**

- 10.8.1. Unrestricted Leave. The District may grant a one (1) year leave of absence without pay to a permanent unit member for a reason that is mutually agreed to be of benefit to the District and the unit member. The request for an unrestricted leave of absence must be received by the Human Resource Services Division no later than March 1. An unrestricted leave of absence shall begin at the beginning of an academic school year and shall end at the conclusion of the same academic school year. An unrestricted leave is not renewable.
- 10.8.2. Military Leave. Upon receipt of proper orders, a probationary or permanent teacher shall be granted a military leave of absence under the provisions of state law for the period of time he or she is required to serve. (See Appendix A, 4.031)

**Section 10.9: RETURN FROM LONG-TERM LEAVES OF ABSENCE WITHOUT PAY**

- 10.9.1. Placement Upon Return. At the expiration of a long-term leave of absence without pay, the unit member will be reinstated in a position which is authorized by his/her credential.
- 10.9.2. Failure to Return. Failure to return to paid service as specified in this Article or to accept the placement made by the Human Resource Services Division in keeping with the unit member's credential shall be interpreted as a resignation from the District.
- 10.9.3. Request to Return. A request to return from a Category I long-term leave shall be accomplished under the conditions specified in Section 10.6. A request to return from a Category II long-term leave shall be accomplished under the conditions specified in Section 10.7.
- 10.9.4. Request to Return During School Year. Return to paid service from a long-term leave of absence during the academic school year may be granted if an authorized temporary position vacancy for which the unit member is qualified is available. If no temporary position is available for which the unit member is qualified, the District will, at the unit member's request, provide the unit member with priority for day-to-day visiting teacher assignments for which the unit member shall be compensated at the visiting teacher daily rate of pay. Military leave or other long-term leave where the return to paid service is governed by law shall be exempted from these requirements.

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10.9.5. Return to Previous Site or Program. For any Category I, II, or III, long-term leave involving up to one (1) academic school year, a unit member, upon request prior to beginning the leave, may return to the previous site or program placement. This assurance can be given only if the unit member is ready to commence paid service at the beginning of the academic school year of the site or program in which the unit member was previously placed.

Assurance of return to the previous site or program shall not be possible for a leave of absence extending beyond one (1) academic school year. If pupil enrollment at the request school has decreased and a reduction in staff is required, or if a requested program has been modified or eliminated due to a lack of funds, the unit member shall be treated as if he/she were on active duty and shall be subject to the same rules as other unit members in the school or program in determining which unit members will be declared in excess.

10.9.6. Probationary Unit Members. A probationary unit member returning from parental or military leave will retain the status (Probationary I/Probationary II or Permanent) he/she had earned prior to the leave of absence.

10.9.7. Checklist. The Human Resource Services Division will make available to unit members returning from long-term leave a checklist of procedural requirements necessary to return to paid service.

#### **Section 10.10: SABBATICAL LEAVE**

The Board of Education may grant a sabbatical leave to a permanent unit member who has rendered at least seven (7) consecutive years of satisfactory service immediately preceding the sabbatical leave.

10.10.1. Conditions. Such a grant shall be on condition that the unit member agrees to render a period of service to the District following return from the leave that equals twice the period of the leave.

10.10.2. Options. Such a leave of absence may be taken:

10.10.2.1. As a continuous leave, not to exceed one (1) year; or

10.10.2.2. In separate six (6) month periods, or separate quarters, provided the leave is commenced and completed within a three (3) year period.

10.10.3. Frequency. A permanent unit member may be granted only one (1) sabbatical leave in each seven (7) year period.

10.10.4. Number of Leaves. The total number of sabbatical leaves granted during a school year, expressed in full-year leaves, shall not exceed one-half (1/2) of one (1) percent of the total number of persons employed in the bargaining unit. The actual number of sabbatical leaves authorized during the fiscal year shall be determined by the amount of money budgeted for this purpose.

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10.10.5. Payment. The unit member on sabbatical leave will be paid one-half (1/2) of the salary the unit member would have received had he/she remained in active service, and will receive the benefit of any service increment and/or salary reclassification to which he/she would have been entitled had he/she remained in active service.

**Section 10.11: EXCHANGE TEACHER LEAVES**

Permanent unit members are eligible to participate in exchange programs approved by and under the conditions set by the District.

**Section 10.12: SERVICE TO OTHER PUBLIC AGENCIES WITHOUT LOSS OF SALARY**

Unit members may be authorized by the Board of Education to serve another school district or educational agency without loss of salary or benefits and with necessary salary, benefits, or other expenses paid by the other district or agency. Any fee or remuneration above the necessary expenses paid to a unit member under these conditions shall be refunded to the San Diego Unified School District.

**Section 10.13: ABSENCE ON DISTRICT BUSINESS**

Absence on district business with/without loss of salary and with/without specified expenses may be authorized with administrative approval.

**Section 10.14: VACATION FOR CHILD DEVELOPMENT CENTER TEACHERS**

10.14.1. Accrual. Child Development Center teachers assigned to twelve (12) month, eleven (11) month, or eleven (11) month year-round work years shall accrue vacation in accordance with the following schedule:

<u>Months of Service</u>	<u>Hours/Month</u>
1-36	11.40
37-84	12.03
85-132	12.70
133-156	13.60
157-180	14.00
181+	14.60

10.14.2. Vacation Extension Leave. Child Development Center teachers will be permitted to augment their paid vacation with unpaid personal leave upon approval of the site supervisor if the program needs of the District can be met. The decision of the site

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supervisor as to staffing needs of the center shall not be subject to the grievance procedure; however, a Child Development Center teacher has the right to appeal the decision to the Program Director.

10.14.3. With the approval of the supervisor, unit members assigned to the Child Development Center program may utilize accrued vacation hours at times other than when Child Development Centers are closed for the spring and winter recesses.

10.14.4. The Child Development Center program office will attempt to provide opportunities for teachers to work on site or at the program office for up to two (2) days during the recesses.

**Section 10.15: BEREAVEMENT LEAVE**

Absence without loss of salary for a period not to exceed five (5) days, may be granted to a unit member upon the death of a member of his/her or the spouse's/same gender domestic partner's immediate family.

**Section 10.16: IMMEDIATE FAMILY**

Immediate family as used in this Article shall include the following relatives of the unit member or the unit member's spouse/same gender domestic partner: mother, father, grandmother, grandfather, grandchild, spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew, domestic partner, or any relative living in the immediate household of the unit member. Mother and father are defined to include stepmother and stepfather and court-appointed legal guardians.

**Section 10.17: ASSOCIATION CONFIRMATION**

The Association shall receive annual written confirmation from the District of all leaves granted under Sections 10.6, 10.7, 10.8, and 10.10 above.

**Section 10.18: IMPLEMENTATION OF LEAVE POLICIES**

The provisions set forth in this Article shall be implemented without discrimination, and without consideration of credential or position held by the bargaining unit member. Exception: Granting of Category I (Planned Leaves) as set forth in Section 10.6. shall be conditioned on a qualified replacement for the bargaining unit member being found.

**Section 10.19: FAMILY CARE LEAVE**

A unit member who has served the District for at least one continuous year in a full time capacity, or for a total of at least twelve (12) months within the last seven (7) years and has provided at least one-thousand two-hundred fifty (1,250) hours of service in the twelve (12) month period prior to the request for such leave, shall be granted a Family Care Leave for the *SDEA reserves the right to add to; delete from or otherwise alter, amend, modify its proposals in whole or in part at any time during these negotiations*

purpose of the birth of his/her child, adoption of a child, foster care placement of a child with the unit member, care of a child, parent, spouse or domestic partner with a serious health condition or the unit member's own serious health condition, in accordance with the following:

- 10.19.1. With the exception of Family Care Leave taken for purposes of parental leave as set forth in section 10.19.4 below, Family Care Leave shall be without pay; however, the District shall continue to provide the health benefits specified in Article 9 for the duration of the leave. In addition, the Family Care Leave shall not be considered a break in service.
- 10.19.2. Family Care Leave may be of any duration at the discretion of the unit member, up to a maximum of sixty (60) workdays within a twelve (12) month period.
- 10.19.3. Family Care Leave, when related to the serious health condition of the unit member or his/her child, parent, spouse or domestic partner, may be taken intermittently or on a reduced workload schedule when medically necessary.
- 10.19.4. Family Care Leave taken for the birth, adoption or foster care placement of a child must be initiated within one (1) year of the child's birth, adoption or foster care placement.

10.19.4.1. A unit member may use sick leave for purposes of parental leave for a period of up to ~~12 workweeks~~ sixty (60) workdays.

10.19.4.2. When the unit member has exhausted all available sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to the California Family Rights Act "CFRA," the unit member shall receive fifty percent (50%) differential pay for the remaining period of up to ~~12 workweeks~~ sixty (60) workdays of parental leave.

10.19.4.3. This leave is available to both full-time and part-time unit members who have completed 12 months of employment with the District.

10.19.4.4. This paid leave runs concurrently with unpaid parental leave under the CFRA and the federal Family and Medical Leave Act "FMLA" for a total of sixty (60) workdays ~~12 workweeks~~ during any 12 month period.

10.19.4.5 Any leave taken under Section 10.19.4 shall be exclusive of any leave taken for pregnancy disability.

10.19.4.6. This parental leave is available to both parents and/or registered domestic partner. However, if both parents and/or registered domestic partner are District employees, they have a combined ~~12 workweek~~ sixty (60) workday period and must decide how to share the ~~12 workweeks~~ sixty (60) workdays of parental leave.

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10.19.4.7. A unit member taking parental leave pursuant to this section is not required to have provided 1,250 hours of service in the 12 month period prior to the request for such leave.

10.19.5. Request for Family Care Leave. If the need for Family Care Leave is foreseeable, the unit member shall provide a written request at least thirty (30) calendar days in advance. If the need for Family Care Leave is not foreseeable, the unit member shall request for such leave within one or two workdays of learning of the need for the leave. In most cases, the District should request that the unit member furnish certification at the time the unit member gives notice of the need for leave or within five (5) business days thereafter, or, in the case of unforeseen leave, within five days after the leave commences. The District may request certification at some later date if the District later has reason to question the appropriateness of the leave or its duration. The unit member must provide the requested certification to the District within fifteen (15) calendar days after the District's request, unless it is not practicable under the particular circumstances to do so despite the unit member's diligent, good faith efforts or if the District provides more than fifteen (15) calendar days to return the requested certification. If the need for Family Care Leave is due to planned medical treatment or supervision, the unit member shall make a reasonable effort to schedule the treatment or supervision so as to minimize disruption of district operations subject to the approval of the appropriate health care provider.

10.19.5.1. When a request for Family Care Leave or an extension of an original Family Care Leave is due to the serious health condition of the unit member or his/her child, parent, spouse or same gender domestic partner, the District may require a certification from the attending health care provider which includes an estimate of the duration of the unit member's absence.

10.19.6. Reinstatement to Position. A unit member returning from a Family Care Leave shall be reinstated to the same position he/she held when the leave began on the same basis as if he/she had not been on a leave of absence. If the unit member's Family Care Leave was taken because of his/her own serious health condition, a certification from his/her health care provider may be required to indicate the unit member is able to resume work.

10.19.7. Relationship to Other Leaves. At the discretion of the unit member, Family Care Leave may be used in conjunction with or in addition to any other leaves established in this Article.

## **Section 10.20: FAMILY SCHOOL PARTNERSHIP ACT LEAVE**

10.20.1. A unit member who is a parent, guardian, or custodial grandparent of one or more children in Kindergarten through Grade 12 shall be permitted to take up to forty (40) *SDEA reserves the right to add to; delete from or otherwise alter, amend, modify its proposals in whole or in part at any time during these negotiations*

hours each school year and not more than eight (8) hours in any calendar month to participate in activities of the school where any of his/her children attends under the following circumstances:

- 10.20.1.1. The unit member may elect to utilize existing vacation (if applicable), personal business leave, personal necessity leave, or time off without pay for this purpose.
- 10.20.1.2. The unit member shall give reasonable advance notice to his/her immediate supervisor of the planned activity including the date and anticipated duration of the unit member's absence.

### **Section 10.21: JURY DUTY**

- 10.21.1. The District agrees to grant to unit members regularly called for jury duty in the manner provided by law, leave of absence without loss of pay for time the unit member is required to perform jury duty during the unit member's regularly assigned working hours. Unit members so called for jury duty must notify the District of service date(s) upon receiving said notice from officers of the Court. The District shall require verification of jury duty time prior to or subsequent to providing compensation for time spent on jury duty.
- 10.21.2. Unit members who receive notice to appear for jury duty during their regularly assigned work year may postpone jury duty to a time when they are not required to render service to the District. Unit members will be compensated at seventy-five percent (75%) of the day-to-day visiting teachers rate in effect during the period of postponement of jury duty service for each non-contract day served on jury duty. For purposes of administration of this Section, days assigned to work summer school or intersession shall be considered to be contract days. The procedure for such postponement/compensation is as follows:
  - 10.21.2.1. The unit member must complete and submit to the site administrator a jury duty postponement form and attach a copy of the original jury duty notice and official court validation for each day of jury duty served during non-contract days.

### **Section 10.22: CATASTROPHIC LEAVE BANK**

- 10.22.1. The purpose of the Catastrophic Leave Bank is to create a bank of donated sick and vacation leave days which may be used by unit members suffering from a catastrophic illness or injury.
- 10.22.2. Catastrophic illness or injury is defined to mean a severe, incapacitating illness or injury which is expected to continue for an extended period of time which prevents the unit member from performing his/her duties.

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10.22.3. Membership in the Catastrophic Leave Bank.

10.22.3.1. Initial Donation Period. Any existing unit member who wishes to participate or continue membership in the Catastrophic Leave Bank shall donate one (1) full salary sick leave day or one (1) full salary vacation day to the bank during the month of February 2016. After the Initial Donation Period, the first three (3)-year donation cycle shall commence in March 2016 and end on December 31, 2018. Existing or new unit members may donate to the Bank at any time during the cycle.

Three Year Cycle. Following the Initial Donation Period and first donation cycle, additional donations shall be made on a three (3) year cycle (January 1, 2019; January 1, 2022, etc.). The unit member's donation shall be automatically renewed every three (3) years in order to maintain membership in the Bank. The participant may opt out of the automatic renewal during the District's Health and Welfare Benefits Open Enrollment period prior to the automatic renewal. Withdrawal from the program will be effective on January 1 of the new cycle.

Additional Donations. Following the Initial Donation Period, additional donations may be requested when the balance in the bank drops below two-hundred (200) days. However, nothing herein shall preclude any eligible unit member from donating to the bank at any time.

10.22.3.2. To donate sick leave or vacation leave, the unit member must have an accrual equal to at least the minimum number of hours they wish to donate to the Bank.

10.22.3.3. The unit member acknowledges that the donation is irrevocable.

10.22.3.4. The unit member acknowledges that a donation to the Bank will be a general donation and may not be designated for the use of any specific participant.

10.22.4. In order to withdraw days from the Catastrophic Leave Bank, the unit member must meet all of the following conditions:

10.22.4.1. The unit member must have exhausted all fully paid leaves, including full salary sick leave.

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10.22.4.2. The unit member must have donated at least one (1) full salary sick leave or one (1) full salary vacation day to the Bank either during the Initial Donation Period or during any subsequent donation period. In order to be eligible, a member must have made the donation during the current three (3)-year cycle in which withdrawal is being requested.

10.22.4.3. New participants must be a member of the Bank for at least ninety (90) days prior to being approved to withdraw days from the Bank. Exception: Participants who are current members of the Bank and who choose to make a donation in February 2016 during the Initial Donation Period will have the ninety (90)-day waiting period waived.

10.22.4.4 The unit member must submit a written application to withdraw days from the Bank to the chief human resources officer or designee, Human Resource Services Division, using the appropriate district form and shall state the nature of the catastrophic illness or injury and the estimated number of days requested. The form shall be accompanied by written verification of the catastrophic illness or injury prepared and signed by a licensed physician of the State of California. The chief human resources officer or designee, Human Resource Services Division, shall determine that the provisions of this Section have been adhered to and shall grant or deny the application.

10.22.4.5. The Parties encourage unit members who may be eligible for disability payments under the State Teachers Retirement System (STRS) or the Public Employees Retirement System (PERS) to apply for benefits at their earliest opportunity. Upon approval of STRS or PERS disability payments, the unit member's eligibility for withdrawal of days from the Catastrophic Leave Bank shall cease.

#### 10.22.5. General Provisions

##### 10.22.5.1. Withdrawal of Days from the Catastrophic Leave Bank

*SDEA reserves the right to add to; delete from or otherwise alter, amend, modify its proposals in whole or in part at any time during these negotiations*

- a. Applicants may request up to twenty (20) full salary, donated sick leave days from the Catastrophic Leave Bank. At the end of the twenty (20) day period, an additional twenty (20) days may be requested for a maximum of forty (40) days to be used per catastrophic illness or injury.
  - b. Applications will be accepted and processed on a first-come, first-served basis.
  - c. Unit members may receive only one credit of forty (40) days in any school year. Any unit member who has accessed a bank of forty (40) days in any one (1) school year shall not be approved for additional withdrawals from the bank in a subsequent school year until all other pending applications have been processed.
- 10.22.5.2. Days granted but not used will be returned to the Bank. Unit members will be compensated at their daily rate of pay for each Catastrophic Leave Bank day used.
- 10.22.5.3. Unit members receiving compensation under Worker's Compensation provisions shall not be eligible to withdraw days from the Catastrophic Leave Bank until exhausting all such benefits.
- 10.22.5.4. A unit member whose application for paid catastrophic sick leave is denied may request that the decision be reviewed by the Contract Administration Committee (CAC). The CAC shall ensure that all information contained in the review remains confidential and that the provisions of this Section were appropriately applied in evaluating the unit member's application. The CAC's decision shall be final and binding.
- 10.22.5.5. Days from the Bank shall be authorized on a first-come first-served basis. In the event the Bank is depleted, no further applications to use paid catastrophic sick leave will be granted.
- 10.22.5.6. The parties will review the program annually, in July, and the Parties may mutually agree to negotiate appropriate modifications to the program which shall require formal ratification by the Association and adoption by the Board of Education. If, during the annual review, it is determined that the Bank has maintained a balance sufficient to sustain withdrawals, the parties may mutually agree to extend the three (3)-year donation cycle and not require an additional donation in the year in which it is due.

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10.22.5.7. The provisions of Sections 10.22.4.4. and 10.22.5.5. which relate to the application process and the approval of applications for the use of days from the Bank shall not be subject to the grievance procedures contained in Article 15 of this Agreement.

**~~Section 10.22: CATASTROPHIC LEAVE BANK [Effective July 1, 1999]~~**

~~10.22.1. The purpose of the Catastrophic Leave Bank is to create a bank of donated sick and vacation leave days which may be used by unit members suffering from a catastrophic illness or injury.~~

~~10.22.2. Catastrophic illness or injury is defined to mean a severe, incapacitating illness or injury which is expected to continue for an extended period of time which prevents the unit member from performing his/her duties.~~

~~10.22.3. Membership in the Catastrophic Leave Bank.~~

~~10.22.3.1. The unit member who wishes to participate in the Catastrophic Leave Bank must donate one (1) full salary sick leave day or one (1) full salary vacation day to the bank during the designated donation period(s) which shall occur annually during the month of May. Following the initial donation period, additional donations shall be requested only when the balance in the bank drops below two hundred (200) days. However, nothing herein shall preclude any eligible unit member from donating to the bank at any time.~~

~~10.22.3.2. To donate sick leave or vacation leave, the unit member must have an accrual equal to at least the minimum number of hours they wish to donate to the Bank.~~

~~10.22.3.3. The unit member acknowledges that the donation is irrevocable.~~

~~10.22.3.4. The unit member acknowledges that a donation to the Bank will be a general donation and may not be designated for the use of any specific participant.~~

~~10.22.4. In order to withdraw days from the Catastrophic Leave Bank, the unit member must meet all of the following conditions:~~

~~10.22.4.1. The unit member must have exhausted all fully paid leaves, including full salary sick leave.~~

~~10.22.4.2. ————— The unit member must have donated at least one (1) full salary sick leave or one (1) full salary vacation day to the Bank. This provision may be waived for unit members who are suffering from a catastrophic illness or injury and have exhausted all fully paid leaves on the effective date of this Agreement.~~

~~10.22.4.3. The unit member must submit a written application to withdraw days from the Bank to the chief human resources officer or designee, Human Resource Services Division, using the appropriate district form and shall state the nature of the catastrophic illness or injury and the estimated number of days requested.~~

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~~The form shall be accompanied by written verification of the catastrophic illness or injury prepared and signed by a licensed physician of the State of California. The chief human resources officer or designee, Human Resource Services Division, shall determine that the provisions of this Section have been adhered to and shall grant or deny the application.~~

~~10.22.4.4. The Parties encourage unit members who may be eligible for disability payments under the State Teachers Retirement System (STRS) or the Public Employees Retirement System (PERS) to apply for benefits at their earliest opportunity. Upon approval of STRS or PERS disability payments, the unit member's eligibility for withdrawal of days from the Catastrophic Leave Bank shall cease.~~

#### ~~10.22.5. General Provisions~~

##### ~~10.22.5.1. Withdrawal of Days from the Catastrophic Leave Bank~~

- ~~a. Applicants may request up to twenty (20) full salary, donated sick leave days from the Catastrophic Leave Bank. At the end of the twenty (20) day period, an additional twenty (20) days may be requested for a maximum of forty (40) days to be used per catastrophic illness or injury.~~
- ~~b. Applications will be accepted and processed on a first-come, first-served basis.~~
- ~~c. Unit members may receive only one credit of forty (40) days in any school year. Any unit member who has accessed a bank of forty (40) days in any one (1) school year shall not be approved for additional withdrawals from the bank in a subsequent school year until all other pending applications have been processed.~~

~~10.22.5.2. Days granted but not used will be returned to the Bank. Unit members will be compensated at their daily rate of pay for each Catastrophic Leave Bank day used.~~

~~10.22.5.3. Unit members receiving compensation under Worker's Compensation provisions shall not be eligible to withdraw days from the Catastrophic Leave Bank until exhausting all such benefits.~~

~~10.22.5.4. A unit member whose application for paid catastrophic sick leave is denied may request that the decision be reviewed by the Contract Administration Committee (CAC). The CAC shall ensure that all information contained in the review remains confidential and that the provisions of this Section were appropriately applied in evaluating the unit member's application. The CAC's decision shall be final and binding.~~

~~10.22.5.5. Days from the Bank shall be authorized on a first-come first-served basis. In the event the Bank is depleted, no further applications to use paid catastrophic sick leave will be granted.~~

*SDEA reserves the right to add to; delete from or otherwise alter, amend, modify its proposals in whole or in part at any time during these negotiations*

~~10.22.6. This program shall be reviewed annually, and the Parties may mutually agree to negotiate appropriate modifications to the program which shall require formal ratification by the Association and adoption by the Board of Education.~~

~~10.22.7. The provisions of Sections 10.22.4.3. and 10.22.5.4. which relate to the application process and the approval of applications for the use of days from the Bank shall not be subject to the grievance procedures contained in Article 15 of this Agreement.~~

### **10.23 MILITARY INJURY/ILLNESS**

A unit member who is a military veteran with a military service-connected disability rated at 30 percent or more by the United States Department of Veterans Affairs shall be entitled to leave of absence for illness or injury with pay of up to 10 days for the purpose of undergoing medical treatment for his or her military service-connected disability. Such leave shall be available and used during the first twelve (12) months of employment. The District may require submission of satisfactory proof that a leave of absence pursuant to this section is used for a military service-connected disability. Part-time unit members shall be granted leave proportionate to their assignment.

*SDEA reserves the right to add to; delete from or otherwise alter, amend, modify its proposals in whole or in part at any time during these negotiations*