

## ARTICLE IX - LEAVES OF ABSENCE

### A. Process & Timelines

All communication regarding leaves of absence must be submitted to the Principal of the Adult School in writing using the appropriate form:

1. For absences expected to be 3 days or less in duration, the Absence Verification form (Appendix B) shall be submitted to the Adult School principal upon the employee's return to work. The Absence Verification form may be submitted prior to planned absences. The Absence Verification form is required to authorize payment for leave hours claimed on the timesheet. See Staff Handbook for office notification & substitute procedures.
2. For absences expected to be longer than three (3) days, the Leave of Absence form (Appendix C) shall be completed and submitted to the Adult School principal prior to taking the leave. Upon return, the Absence Verification form (Appendix B) must be submitted with the timesheet for the month in which the absence occurred in order for payroll to process the request. In the case of illness or emergency, both forms may be submitted upon return to work.
3. The Principal is authorized to grant or deny requests for leaves of less than thirty (30) working days. The Principal shall submit requests for thirty (30) working days or more along with his/her recommendation to the Assistant Superintendent of Human Resources, who shall present the request for approval to the Superintendent and/or the Board of Education. Teachers whose requests are denied by the principal, the Superintendent or designee may appeal the decision to the Board of Education.
4. Leave for a full year - Any unit member on leave for a full school year who fails without good cause to notify the District by March 1<sup>st</sup> of his/her intent to return, shall be deemed to have declined employment and his/her services as an employee of the District may be terminated on June 30<sup>th</sup> of that year, providing that a demand for such notification has been served on the unit member personally, or by certified mail, with return receipt requested, not later than the preceding February 15<sup>th</sup>.
5. Leave for one semester - Any unit member on leave for one semester who fails without good cause to notify the District by November 15<sup>th</sup> or March 1<sup>st</sup> of his/her intent to return, shall be deemed to have declined employment and his/her services as an employee of the District may be terminated on the last day of that semester, providing that a demand for such notification has been served on the unit member personally, or by certified mail, with return receipt requested, not later than or two weeks preceding the due date for the teacher's decision to return.

6. Leave for less than one semester - Any unit member on leave who fails without good cause to notify the District no later than 1 ½ months prior to the end of the leave of his/her intent to return, shall be deemed to have declined employment and his/her services as an employee of the District may be terminated on the last day of that semester, providing that a demand for such notification has been served on the unit member personally, or by certified mail, with return receipt requested, not later than or two weeks preceding the due date for the teacher's decision to return.
7. Administration will consider requests for leaves of absence of up to one year in duration. Exceptions can be made on a case-by-case basis.

B. Types of Leaves

1. Sick Leave:
  - a. Each employee shall earn and receive sick leave during a calendar year or portion thereof as follows:
    1. Sick leave will be earned at the rate of .0555 hours per calendar year times the number of regularly scheduled hours worked per year.
    2. Employees shall not earn sick leave for hours not worked.
    3. Earned sick leave as defined herein is cumulative on a year-to-year basis.
  - b. After all accumulated sick leave has been used, the Superintendent or his/her designee, upon the request of the employee, may grant up to ten (10) additional contracted work days of sick leave with full pay. An additional ten (10) contracted work days may be granted by the Board, for a total of not to exceed twenty (20) contracted work days. The Adult School Principal may submit to the Superintendent his/her recommendation as to how many additional sick leave days should be granted. This recommendation will be considered on a case-by-case basis.
  - c. In cases where the unit member is absent due to an extended illness under the provisions of Education Code Section 44977 the amount deducted from his/her paycheck shall not exceed the maximum long-term substitute rate for the District Adult School.
  - d. Accumulated sick leave may be applied to retirement service credit per Ed Code Section 22717.
  - e. An employee may transfer accumulated sick leave to which he/she is entitled to or from other districts within the state within one year after the transfer per Ed Code 44979.

- f. At the beginning of each term, teachers will receive in their teacher folders or on their payroll advices a statement of the total number of sick leave hours they have available to them.
- g. Proof of Illness - After three (3) consecutive contracted work day absences, the employee shall provide a physician's verification upon request by Santa Cruz City Schools administration or designee.

2. Personal Necessity Leave:

Each employee may elect in the case of personal necessity to use up to and including seven (7) contracted work days of available personal illness "sick leave" per year. In cases where available leave is difficult to calculate in advance for the current year, the calculation of available leave may be made by averaging the number of hours taught in the previous three (3) years. Pursuant to Education Code Section 44981, personal necessity leave is limited to the hourly equivalent of a maximum of seven (7) contracted work days per school year (see definition of Contracted Work Day Article II G). In all cases, payment for any days of personal necessity leave taken in excess of actual entitlement shall be deducted from the last paycheck of the school year. As used herein, the term "personal necessity" shall refer to those situations where the employee's presence is urgently required. Following are examples of allowable purposes for the uses of Personal Necessity:

- a. Death of a member of his/her immediate family when additional leave is required beyond the necessity leave the employee is entitled to pursuant to bereavement leave
- b. Accident, involving the employee's person or property, or the person or property of a member of his/her immediate family.
- c. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena, or any order made with jurisdiction.
- d. Serious illness of a member of the immediate family where other arrangements cannot be made.
- e. Religious holidays.
- f. One-half (.5) day to attend the funeral of a close friend or relative not a member of the immediate family. The one-half day may be extended to one (1) full day if the funeral is more than fifty (50) miles from the City of Santa Cruz. In any event, the total shall be personal necessity leave.

3. Work-Related Accident or Illness Leaves:

Complete Incident Report form and submit to principal IMMEDIATELY. Follow other guidelines for reporting Worker's Comp incidents. Employees shall be entitled to work-related accident or illness leaves of absence under the following provisions:

- a. Allowable leave shall be for a maximum of sixty (60) contracted work days in any one (1) fiscal year for the same accident.
- b. Allowable leave shall not be accumulative from year to year.
- c. Allowable leave shall commence on the first day of absence.
- d. Payment for wages lost on any day while the employee is on industrial accident or illness leave shall not, when added to a temporary disability payment granted the employee under the Worker's Compensation laws, exceed the normal wage for the day.
- e. Work-related accident or illness leave shall be reduced by one (1) day for each of day of authorized absence regardless of a temporary disability payment made under Worker's Compensation.
- f. When a work-related accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.
- g. If the sixty (60) day leave of absence is exhausted and the employee is not medically able to return to work, he/she may then use only as much of his/her accumulated sick leave, accumulated vacation time, or accumulated compensating time which, when paid, shall provide for a full day's wage or salary.
- h. During all paid leaves of absence whether work-related accident leave, sick leave, vacation, or compensated time off, the employee shall endorse to the District checks received under Worker's Compensation laws. Credit shall be given to the employee's accumulated sick leave, vacation or compensated time off in an amount of time proportionate to the compensation moneys received when such leave has been charged.
- i. Any employee receiving benefits for work-related accident or illness may travel outside the state of California for a period not to exceed thirty (30) days if:
  1. He/she advised the District in writing of his/her departure date, location, address and return date.

2. He/she files with the District a statement from the worker's compensation insurance carrier that the agency has no objection to his/her traveling outside the state for the period of time requested.
  - j. Employees requesting or claiming leave of absence for work-related accident or illness are required to provide a doctor's certification that the employee is medically unfit to return to work. Payment shall not be made unless certification is on file with the District.
4. Bereavement Leave - Employees are entitled to three (3) days of absence without loss of pay for the death of any member of his/her immediate family. Members of the immediate family are children, mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, or the spouse, son-in-law, daughter-in-law, brother or sister of the employee or any relative living in the immediate household, plus the brother-in-law or sister in-law of the employee. A maximum of two (2) additional days will be allowed if travel outside the state is necessary.
5. Jury Duty:
  - a. Employees shall be released with pay for jury duty subject to the following conditions:
  - b. The employee within twenty four (24) hours of being notified of his/her call for jury duty, shall notify his/her immediate manager of the dates, location, and estimated time that he/she will serve on jury duty.
  - c. Upon completion of jury duty, the employee shall provide from the jury commissioner's office statement certifying the dates and the court that the employee was engaged in the performance of his/her duties as a prospective juror and/or as a member of the jury. Such statement shall include the date and time upon which the services of the employee were no longer required by the commissioner. Employees serving as jurors must turn over jury fees received exclusive of mileage to the District.
6. Maternity Leave - Employees who request leave because of disability due to pregnancy, miscarriage, childbirth, and recovery there from shall be granted such leave, the length of which, including the date on which the leave shall commence and the date on which the employee shall resume her duties, shall be determined by the employee and the employee's physician. No sick leave compensation shall be granted without such certification from the employee's physician.
7. Child Rearing Leave - An employee who is a natural or adopting parent may be granted a leave of absence for the purpose of rearing his/her infant/child. Such leave shall be without pay and shall not exceed one (1) year in duration and may

include that period of time prior to being temporarily disabled due to pregnancy. Extensions of such leave may be granted by the Board of Education.

8. Unpaid Leave:

- a. An employee may request an unpaid leave of absence. Leave for up to thirty (30) contracted work days without pay may be approved by the Principal. Leaves for more than thirty (30) contracted work days and up to two consecutive semesters without pay may be granted by the Superintendent, designee and/or the Board of Education. Employees on leaves are to indicate in writing their intent to return to the District prior to March 1st. See other dates in Article IX.A. An employee who wishes to request an unpaid leave shall make the request in writing to the Principal outlining the reasons and the duration for the leave. The planned date of return to duty shall be specified. When required, the Principal shall forward the request to the Assistant Superintendent of Human Resources, who shall present the request for approval to the Superintendent and/or the Board of Education. If the leave is approved, the employee's medical insurance coverage may be continued at the employee's expense. Other benefits, such as accrual of sick leave shall be discontinued for the duration of the absence.
- b. An unpaid leave of absence is a personal privilege approved by the District which may be withdrawn by the District or canceled for cause. Once the leave has been granted, the district is free to secure a replacement for the period of the leave and is under no obligation to return the person who requested the leave prior to the established date of return. Requests for unpaid leaves of absence beyond two consecutive semesters will be considered on a case-by-case basis.

9. Catastrophic Leave:

- a. In accordance with Education Code Section 44043.5, the Santa Cruz City Schools District has established a Catastrophic Leave program for certificated Adult School employees who suffer from a catastrophic illness or injury. Participants who have exhausted regular accrued sick leave, and are absent due to an extended illness under the provisions of Education Code Section 44977 shall be eligible for the Catastrophic Leave Program.
- b. Catastrophic illness or injury means: an illness or injury that is expected to incapacitate the employee for an extended period of time; requiring the employee to take time off from work for an extended period of time; and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off.

- c. Banked catastrophic leave hours may be voluntarily granted to a certificated Adult School unit member for a catastrophic illness or injury if all of the following requirements are met:
  - 1. The employee must be a certificated Adult School unit member.
  - 2. The employee (or a family member) requests that catastrophic leave hours be granted and provides verification of catastrophic injury or illness as required by the Catastrophic Leave Committee. Participants shall be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. (Appendix D)
  - 3. The employee has exhausted all his/her accrued leave hours.
- d. Rules for donations of sick leave hours to the Catastrophic Leave Bank:
  - 1. The employee must have accumulated a minimum hourly equivalent of twenty-five (25) contracted work days of sick leave in order to donate. (See formula at the end of this section and definition of contracted work days Article II.G.)
  - 2. The donor must maintain the hourly equivalent of twenty (20) contracted work days of sick leave available after the donation
  - 3. Donated sick leave hours not utilized shall remain in the Bank.
  - 4. Any sick leave hours an employee donates will not be applied to retirement service credit.
  - 5. All transfers of sick leave hours are irrevocable.
- e. The maximum amount of donated leave hours that may be granted to an individual employee under this section shall be the hourly equivalent of ninety (90) contracted work days in any school year. An employee may reapply for additional leave hours not to exceed a career maximum of the hourly equivalent of one hundred and eighty (180) contracted work days.
- f. Catastrophic leave hours shall not be granted for illness or disability qualifying the participant for Worker's Compensation.
- g. Catastrophic leave hours shall not be used concurrently with STRS Disability benefits.

- h. It is the intent of this provision that catastrophic leave hours would be used on consecutive contracted work days; however the Catastrophic Leave Committee can grant on a case-by-case basis use of hours for intermittent or part days.
- i. The Adult School shall maintain on file the hours in the Catastrophic Leave Bank. The Catastrophic Leave Committee shall authorize hours donated and distributed before transfers are made into and out of the credit bank.
- j. The Catastrophic Leave Committee shall consist of three (3) members appointed by the GSCFT from a "pool" consisting of the leader or teacher from each of the four (4) Home Groups and two (2) members appointed by the District. Ideally, the representatives from GSCFT will not be from the Home Group of the individual requesting sick leave hours. This committee shall be responsible for authorization of all withdrawals from the Catastrophic Leave Bank. The decisions related to this provision are not subject to grievance.