

Cheat Sheet on P-9 Statement of Absence Options (Revised 9/24/18)

Ed Code governs use of sick leave. Sick Leave is to be used for illness of the employee. There are several other leave options with specific criteria. This list follows the order listed on the P-9 and pertains to certificated employees only. These are summaries of leave provisions for PFT unit members. Please see the bargaining agreement for full details.

WHAT: **Administrative Release Time/In-Service/Conference**

PAY: Full Pay, No deduction from accrued sick leave.

WHY: At the discretion of administration, a teacher may be granted release time to attend a conference, work on curriculum with colleagues, district wide collaboration etc.

Contract Section: NONE

WHAT: **Jury Duty Leave**

PAY: Full Pay. (If Federal court, full pay less the per diem paid by the court. The employee keeps the mileage payment).

WHY: Any unit member summoned to serve as a juror or as a witness in a case not initiated by the unit member. Unit member must inform the district of the service dates.

NOTE: Employees summoned to serve jury duty during contracted work days may choose to defer service to non-contract days. If the deferral is approved by the court the district will pay a stipend to the employee equal to the daily substitute teacher rate of pay for those days or portion of those days served. To receive the stipend, the employee must submit a P-9 form with the original summons and time sheet documenting actual time served. The original summons must be for contracted work days. The documentation must be submitted to payroll within 90 days of the employees return to work. **This provision will not apply if the original summons was for non-contracted work days.**

CONTRACT SECTION: page 15

WHAT: **Military Leave**

PAY: Full Pay for up to 30 days, No deduction from accrued sick leave.

WHY: To fulfill military duty that requires immediate action and cannot be disregarded. Must be requested in writing and must include military orders or a status report.

Special provision for a military spouse: up to 10 days of unpaid leave will be granted to a spouse of a returning member of the military. The employee may take up to seven days of personal necessity, if available.

Contract Section: page 16

WHAT: **Witness Services**

PAY: Full salary, taken from accumulated sick leave as personal necessity

WHY: If you have to appear in court as a defendant, as a witness under official order (subpoena), or to appear with the employee's minor child or ward on any court summons, you will use personal necessity leave which is deducted from accrued sick leave.

Contract Section: page 13

WHAT: **Workers' Comp aka Industrial Accident Leave**

PAY: To be determined based on the claim.

WHY: Workers' comp is state run and PFT has no control over their rules or regulations. If injured on the job, notify your supervisor and report the injury even if you are not seeking immediate medical attention. Your supervisor will provide you with the Employee Injury Notice and next steps. All questions regarding workers' comp should be directed to the district Workers' Comp desk at 858-521-2800 ext. 2852.

Contract Section: page 12

WHAT: **Bereavement Leave**

PAY: Full salary up to 3 days if travel is less than 300 miles one way. If more than 300 miles one way, or if out of state, up to 5 days. Bereavement Leave has no effect on accumulated sick leave or salary.

WHY: Death of immediate family member (defined page 12), if a longer time is needed, consider accessing Personal Necessity or Compelling Reasons Leave.

CONTRACT SECTION: page 16 for further details

WHAT: **Sick: Personal Illness**

PAY: Full salary, taken from accumulated sick leave

WHY: Illness, accident, injury, surgery, etc. **of the employee.** **NOTE:** The P-9 states that a doctor's note is required for absences over 5 days. This is not an automatic requirement outlined in our bargaining agreement and is not expected.

However, the district does have the right to request a doctor's note which would typically occur after an extended absence and would indicate that the teacher has been cleared to return to work.

CONTRACT SECTION: page 9 for further detail

WHAT: **Extended Sick Leave**

PAY: Full salary, less the cost of a substitute (regardless of whether a sub is hired, Ed Code 44977)

WHY: If a teacher exhausts their accrued sick leave due to personal illness or accident, the teacher may access Extended Sick Leave for up to 100 working days (Contract Page 9). Extended Sick Leave is full salary less the cost of a sub (*differential pay). If the teacher exhausts their accrued sick leave for reasons of illness or surgery **of an immediate family member**, then the teacher may access Extended Sick Leave for up to 5 working days (Contract Page 13).

WHAT: **Vacation/ Vacation without Pay** –This provision does not apply to PFT unit members.

WHAT: **Compelling Reasons Leave**

PAY: Max of 3 days per year, non-cumulative: 1st and 2nd day are at full pay, 3rd day is full pay less cost of a sub (*differential pay, regardless of whether a sub is hired, Ed Code 44977).

WHY: This leave is for “legal or business matters, matters involving the person’s household or family, or other matters **deemed by the unit member to be of compelling personal importance**”. If possible, five days advance notice is required for use of this leave. You do not have to give a reason for taking this leave. Repeated use of this leave by a unit member for the purpose of extending holidays or vacations is not permitted. Use of this leave upon the beginning or conclusion of the teacher and school year is subject to review by the Associate Superintendent, Personnel Support Services.

CONTRACT SECTION: page 17 for further detail

WHAT: **Absence without Pay**

Pay: None

Why: A variety of reasons. Please contact personnel or PFT with specific questions if you are considering requesting an unpaid leave or have been placed on administrative leave without pay.

WHAT: **Personal Necessity Leave**

PAY: Full salary, taken from accumulated sick leave

WHY: Death of family member, accident (employee’s person/property), court dates, illness/surgery of immediate family members, religious holidays, and legal adoptions.

CONTRACT SECTION: page 12 & 13 for further detail

WHAT: **Family Partnership**

PAY: Full salary, taken from accumulated sick leave

WHY: To find, enroll, or reenroll a child in a school or licensed child care provider or to participate in activities of the school or licensed child care provider. This type of leave is limited to 8 hours per calendar month and up to 40 hours per year. This does include TK-12 graduation ceremonies. If Compelling Reasons Leave has been exhausted, up to two days of Personal Necessity can be accessed for graduation of a family member from a four year college. This cannot be used for post-secondary orientation or enrollment of a child.

CONTRACT SECTION: page 13

WHAT: **Child Bonding Leave**

PAY: Full salary until all accumulated leave options are exhausted and then *differential pay (full salary, less the cost of a sub).

WHY: You are medically able to return to work per your doctor, but wish to remain at home with your baby. You can access up to 12 weeks of "Bonding Leave" in two week minimum increments prior to the child’s 1st birthday. Bonding Leave applies to both mothers and fathers, and includes adoption and foster care placement. Use of one or more days of leave during a workweek shall constitute one week of leave under this section. **NOTE:** Parents may request unpaid parental leave. **PLEASE contact PFT or Personnel for more details.**

CONTRACT SECTION: Not in contract yet. New Ed Code 44977.5 added January 1, 2016.

*NOTE: Differential pay is full pay less the cost of a sub. These days are considered “days not in full salary”. Any days not in full salary will have an effect on years of service for STRS and can delay step movement on the salary schedule.

CONTRACT SECTION: page 9 and 13 further details

PLEASE contact PFT or Personnel for more details on this leave.