

1 Teachers returning from leaves of absence shall be placed on the salary schedule
2 where they were next eligible to be placed prior to the leave of absence, except where
3 other provisions are indicated. Nothing in this leave policy shall prohibit the Board of
4 Education from granting additional leaves of absence or extensions of time.
5

1 **Amount of Donation**

2
3 An eligible unit member must donate a minimum of one (1) day of sick leave to the
4 bank. A unit member may not donate more than twenty-five percent (25%) of their
5 accumulated sick leave in any one school year.

6
7 **Maximum Number of Days in Sick Leave Bank**

8
9 The maximum number of days which may be accumulated in the sick leave bank is 500
10 days.

11
12 Any days remaining in the sick leave bank at the end of the school year will be credited
13 to the sick leave bank for the next school year.

14
15 **Qualifications of Recipient**

- 16
17 1. Any permanent unit member who meets the definition of catastrophic illness
18 or injury is eligible to apply for use of sick leave days in the catastrophic
19 illness leave bank.
20
21 2. To be eligible for use of sick leave bank days, the unit member must have
22 exhausted accrued paid leave.
23
24 3. A unit member must use all paid leave credits that he or she continues to
25 accrue on a yearly basis before receiving sick leave days which have been
26 donated to the catastrophic illness leave bank.
27
28 4. The maximum number of days to be utilized by one unit member for a single
29 catastrophic illness shall not exceed 50 days or 50% of the total available
30 leave bank, whichever is less.
31
32 5. Any unit member requesting use of sick leave days in the catastrophic illness
33 leave bank must provide the Governing Committee with written verification of
34 the catastrophic illness. Such verification must be prepared in writing by a
35 licensed physician of the State of California. The Governing Committee may
36 require the unit member who is incapacitated to undergo an examination by a
37 physician selected from a list supplied by the District, at the District's
38 expense, to verify the injury or illness, the degree of disability, and the
39 anticipated length of disability.

40
41 Recipients of sick bank days shall receive those days in the form of their regular salary.
42 That amount will be unencumbered by the amount paid a substitute employee to fill the
43 position during their absence.

44
45 **Procedure**

- 46
47 1. Annual solicitation by PFT contributions for the catastrophic illness leave bank
48 shall be solicited by the PFT during the months of September, October and

1 November each school year. The Governing Committee shall develop all
2 forms which are to be used by PFT for purposes of solicitation. All donation
3 forms must be received by the Payroll Office of the District no later than the
4 last working day in December of each school year. In the event of a situation
5 that requires immediate additional donations, this timeline may be waived by
6 the Governing Committee.

7
8 2. All requests for use of accumulated sick leave hours in the catastrophic
9 illness bank shall be presented in writing to the District, which shall forward
10 that request to the Governing Committee. The District shall provide the unit
11 member with a copy of this contract provision. It shall be the responsibility of
12 the unit member to satisfy all conditions of eligibility.

13
14 3. PFT shall hold the Governing Committee harmless and indemnify the
15 Governing Committee from any and all claims, attorneys' fees, judgments,
16 costs or settlements arising from the administration of this section.

17
18 The Governing Committee's decision to deny a unit member's request for donated
19 catastrophic illness leave is final and not subject to the grievance procedure.

20 21 **INDUSTRIAL ACCIDENT LEAVE**

22
23 Eligibility for Industrial Accident and Industrial Illness Leave accrues immediately by
24 virtue of employment with the Employer.

25
26 Requirements are those provided in compliance with the California Education Code
27 Statutes but will not exceed a maximum, of one hundred thirty-five (135) days for each
28 industrial accident or illness.

29
30 Unless the employee is in full-time paid status for a minimum of 75% of the total
31 contract days in the same assignment, no step increment shall be granted. Those
32 employees on Industrial Accident Leave will be considered in full-time paid status while
33 on such leave.

34 35 **PERSONAL NECESSITY LEAVE**

36
37 Unit members may use accumulated sick leave granted pursuant to Education Code
38 44978 for personal necessity leave. Such leave is with full pay and is deductible from
39 accrued sick leave. Personal necessity leave will include the following situations.

- 40
41
- 42 ▪ Death of a member of the immediate family, (mother, father, grandmother,
43 grandfather, or a grandchild of the employee or of the spouse of the employee,
44 and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of
45 the employee, or any person living in the immediate household of the employee.)
 - 46 ▪ Accident involving employee's person or property or the person or property of a
47 member of the employee's immediate family.
- 48

- 1 ▪ Appearance in court as a defendant, as a witness under an official order, or to
2 appear with employee's minor child or ward on any court summons.
- 3 ▪ Illness or surgery involving a member of immediate family, as verified by the
4 employer, if necessary.
- 5
- 6 ▪ Observance of religious holidays (well recognized religion in which observance of
7 tenets necessitates employee's absence).
- 8
- 9 ▪ The Family-School Participation Act (Labor Code Section 230.8) allows parents,
10 grandparents, and guardians to take time off from work to participate in their
11 children's school or childcare activities. If you meet the following criteria: You are
12 a parent, guardian, or grandparent who has custody of a child enrolled in a
13 California public or private school, kindergarten through grade twelve, or licensed
14 child daycare facility, you may take up to 40 hours each year (up to eight hours in
15 any calendar month) to participate in activities at your child's school or daycare
16 facility.
- 17
- 18 ▪ Upon exhaustion of compelling reasons, up to two additional days of personal
19 necessity leave may be accessed for graduation of a family member from a four-
20 year college or university.
- 21
- 22 ▪ Unit members who become parents through legal adoption will be granted, upon
23 request, up to ten days personal necessity leave in addition to the days specified
24 under Parental Leave of this section.
- 25

26 If an employee has exhausted regular sick leave, he or she will be eligible to receive a
27 maximum of five days' leave at regular salary less the cost of a substitute for illness or
28 surgery of an immediate family member, as verified by the employer, if necessary. This
29 leave does not accumulate from year to year.

30 **MEDICAL LEAVE**

31

32

33 A leave shall be granted for physical or mental illness upon proper certification from a
34 licensed medical practitioner. Leaves for physical disability shall be provided in
35 compliance with Education Code Provisions including STRS disability retirement
36 options.

37

38 Leaves granted for mental or physical disability may be renewed for a second year upon
39 approval of the district.

40 **PARENTAL LEAVE**

41

42

43 Unit members who become parents, including by legal adoption, will be granted up to
44 ten days (10) leave. Such leave is at full pay and is deductible from accrued sick leave.

45

46 A teacher, who is a parent through childbirth, adoption, or legal guardianship, may apply
47 for unpaid leave. The terms and conditions for this leave shall be consistent with those
48 for all other non-paid leaves.

1 As provided by law, teachers applying for parental leave may apply to STRS for
2 purchase of permissible service credit.

3
4 **LEAVE FOR PREGNANCY, MISCARRIAGE, CHILDBIRTH, AND RECOVERY THEREFROM**

5
6 The board shall provide a leave of absence from duty for any member of the Unit who is
7 required to be absent from duty because of pregnancy, miscarriage, childbirth, and
8 recovery therefrom.

9
10 Disabilities caused or contributed to or by pregnancy, miscarriage, childbirth, and
11 recovery therefrom are, for all job related purposes, temporary disabilities and shall be
12 treated as such under any health or temporary disability insurance or sick leave plan
13 provided by the District.

14
15 The board will grant leave with pay only when it is necessary to do so in order that
16 leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or
17 childbirth be treated the same as leaves for illness, injury, or disability.

18
19 **IMPROVEMENT OF EMPLOYEE**

20
21 **GENERAL LEAVE**

22
23 General Leave is not to exceed one school year without pay. A one-year extension may
24 be granted with Board approval.

25
26 Each request for a General Leave shall be considered on its own merit, compliance with
27 statutory requirements, and the effect upon the instructional programs if the school
28 District.

29
30 Leaves may be granted for exchange teacher, acquisition of advanced degrees, travel,
31 and/or specific educational opportunities with prior written approval of the Assistant
32 Superintendent, Personnel Support Services.

33
34 One year of exchange teaching or service as a paid Officer or Staff Person of the
35 Exclusive Representative (the total number of such positions shall not exceed three per
36 year) will be considered to equal one year of teaching within the District for salary
37 determination upon return to employment.

38
39 **STUDY AND TRAVEL (SABBATICAL) LEAVE**

40
41 The number of eligible teachers shall be two (2) percent of the members of the
42 bargaining unit in any one (1) school year.

43
44 The Board may grant leaves of absence not to exceed one year for the purpose of
45 permitting study or travel by employees of this Unit which will benefit the schools and
46 the pupils of the District. No Sabbatical Leave of Absence shall be granted to any
47 employee who has not rendered service to the District for at least seven (7) consecutive
48 years preceding the granting of the leave and not more than one such leave of absence
49 shall be granted an individual in each seven (7) year period.

1 Each employee granted a Sabbatical Leave will be required to perform such services
2 during the leave as the District and the employee may agree upon in writing. The
3 employee shall receive compensation during the period of absence in the amount of
4 one-half his/her regular salary for the period on leave. This leave may be taken for one
5 full-year or one-half year.

6
7 Each employee, as a condition to being granted a Sabbatical Leave of Absence, shall
8 agree in writing to render a period of service in the employ of the Poway Unified School
9 District following return from the leave of absence which is equal to twice the period of
10 the leave.

11 One year of Sabbatical Leave or one year of combined Sabbatical Leave and teaching
12 will be considered to equal one (1) year in the District.

13
14 The employee will post a bond equal to the amount of salary earned or provide some
15 other type of surety, unless it is waived by Board resolution.

16
17 Nothing in this leave policy shall prohibit the Board of Education from granting leaves in
18 excess of two (2) percent of the members of the bargaining Unit.

19
20 Applications for Sabbatical Leave shall be submitted on or before April 1 of the school
21 year preceding the proposed leave of absence or such date as may be mutually agreed
22 upon by the District and the Exclusive Representative.

23 24 **REQUIRED OBLIGATION**

25 26 **JURY DUTY LEAVE**

27
28 The District agrees to grant to members of the bargaining unit regularly called for jury
29 duty or to appear as a witness in court other than as a litigant or to respond to an official
30 order from another governmental jurisdiction for reasons not brought about through the
31 connivance or misconduct of the employee in a manner provided by law, leave of
32 absence without loss of pay for time the employee is required to perform such duty
33 during the employee's regularly assigned working hours. Employees, so called, must
34 notify the District of service date(s) upon receiving said notice from officers of the Court.
35 The District shall pay the employee the difference, if any, between the employee's
36 regular rate of pay and the amount received for such duty, less meals, travel, and
37 parking allowances. Employees are required to return to work during any day in which
38 such duty services are not required. The District may require verification of jury duty
39 prior to or subsequent to providing jury duty compensation.

40
41 Employees summoned to serve jury duty during workdays may choose to defer jury
42 duty to non-contract days. These employees who receive court permission to defer jury
43 duty to non-contract days shall be paid a stipend equal to the daily substitute rate of pay
44 for those days or portion of days served. These teachers will attach a copy of the
45 original summons as well as the court timesheet documenting actual time served to a P-
46 9 form, which should be submitted to Payroll within ninety (90) days of the employee's
47 return to work. Employees whose original summons was for jury duty during non-work
48 time shall not be eligible for this provision.

1 **LEGISLATIVE LEAVE**

2
3 Members of the bargaining unit who are elected to or appointed to Federal, State,
4 County, or Municipal governmental offices may be granted leave without pay. The
5 duration of the leave shall not exceed the term of the office unless otherwise approved
6 by the Board of Education.

7
8 **MILITARY LEAVE**

9
10 Military Leave shall be granted to members of the bargaining unit for military duty that
11 cannot be expected to be disregarded, and which necessitates immediate attention.

12
13 To be eligible to receive Military Leave benefits, members of the bargaining unit shall be
14 required to request such leave in writing and, upon request, to supply the District with
15 "orders" and status reports. Upon approval by the Board of Education the unit member
16 shall receive pay for a period not to exceed thirty (30) calendar days.

17
18 Unit members shall attempt to schedule military service at a time which will not conflict
19 with regular school duties.

20
21 Every effort shall be made to place returning teachers having physical handicaps.

22
23 As provided by law, ten (10) days unpaid leave for a military spouse of military returning
24 from duty shall be granted. If available and at the employee's discretion, they may use
25 seven (7) personal necessity days.

26
27 **BEREAVEMENT LEAVE**

28
29 The District will grant leave of absence, not to exceed three (3) days, or five (5) days if
30 out-of-state travel or travel in excess of 300 miles one way is required, due to the death
31 of any member of the employee's immediate family.

32
33 No deduction shall be made from the salary of such employee, nor shall such leave be
34 deducted from other categorical leaves granted by the District.

35
36 Members of the immediate family mean the mother, father, grandmother, grandfather,
37 or a grandchild of the employee or of the spouse of the employee, and the child of the
38 employee or of the spouse of the employee, and the spouse, son-in-law, son, daughter,
39 daughter-in-law, brother or sister of the employee or any person living in the immediate
40 household of the employee.

41
42 In cases of long established family or personal relationships not listed, bereavement
43 leave may be granted at the discretion of the Associate Superintendent Personnel
44 Support Services or designee.

1 **PERSONAL REASONS**

2
3 If the members of the Unit find it necessary to be absent for personal reasons, they may
4 secure time off by applying to the principal if they are going to be absent for a period of
5 time up to three hours. Such leave is without loss of salary and is granted only when a
6 valid reason for such absence exists. Frequent requests for such absences are to be
7 avoided and may be approved only when the principal is certain that the individual's
8 duty assignment can be adequately covered without the employment of a substitute.

9
10 Requests for such leave shall be presented in writing, except in emergencies.

11
12 **COMPELLING REASONS LEAVE**

13
14 Annually, each member of the unit shall be eligible for a maximum of three (3) days of
15 Compelling Personal Reasons Leave. The first two days shall be at full salary. The
16 third day shall be at full salary less the cost of a substitute.

17
18 Eligibility for this leave shall be based upon instances of compelling personal
19 importance which require the teacher to be absent. Legitimate reasons for use of this
20 leave include legal or business matters, matters involving the person's household or
21 family or other matters deemed by the unit member to be of compelling personal
22 importance.

23
24 Repeated use of this leave by a unit member for the purpose of extending holidays or
25 vacation is not permitted. If possible, five days advance notice is required for use of this
26 leave. Use of this leave upon the beginning or conclusion of the teacher and student
27 school years, is subject to review by the Associate Superintendent, Personnel Support
28 Services.