

1 In the future, if additional work days are identified or negotiated for a group of teachers
2 which constitutes a full year of service credit for STRS purposes, they shall receive
3 additional sick leave per the chart below.
4

| Additional Workdays | Additional Sick Leave Hours | Additional Sick Leave Days |
|---------------------|-----------------------------|----------------------------|
| 9 | 3.5 hrs. | .5 day |
| 18 | 7 hrs. | 1 day |
| 27 | 10.5 hrs. | 1.5 days |
| 34 or more | 14 hrs. | 2 days |

5
6 The annual allotment of leave shall be credited at the beginning of each fiscal year for
7 illness or injury. Leaves for part time teachers, librarians and pre-school teachers will be
8 prorated. Upon retirement, unused sick leave shall be credited for retirement purposes as
9 specified in state statutes.

10
11 Teachers who choose to work optional assignments, such as Summer School/Extended
12 School Year (ESY), will earn one hour of non-cumulative sick leave per 30 hours
13 worked, which shall not be credited for retirement purposes as specified in State
14 statutes.

15
16 The annual allotment of sick leave becomes available immediately upon the beginning of
17 service for each school year.

18
19 At the beginning of each new school year, each teacher shall have access to an
20 accounting, in print or digital format, of the total number of sick leave days that have been
21 accumulated to that time.

22
23 The District will provide for the leave of absence from duty and will grant compensation
24 during the leave of absence to all certificated employees in this Unit who are compelled
25 to absent themselves from their duties because of accident or illness, whether or not the
26 cause of absence arises out of and in the course of the employment of the employee, or
27 because of quarantine which results from contact with other persons having a contagious
28 disease while performing his/her duties, or because of temporary inability to perform the
29 services required because of illness, accident or quarantine.

30
31 Use of full sick leave benefits will be authorized for that period of time during childbirth in
32 which, in the written opinion of the employee's physician, the employee is medically
33 disabled, and unable to perform regular duties because of such a disability. Disabilities
34 will include any cause for which sick leave of absence would be granted, including but not
35 limited to, disabilities as a result of pregnancy, miscarriage, childbirth, and recovery.
36

1 Permanent employees who have resigned or probationary employees who have been
2 dismissed or resigned because of a reduction in services, shall be entitled to accrued sick
3 leave if reemployed within thirty-nine (39) months of termination.

4
5 Upon retirement, unused sick leave shall be credited for retirement purposes as specified
6 in State statutes.

7 8 **Extended Sick Leave**

9 Employees absent from duty for reason of illness or accident, for a maximum period of
10 five (5) months from the date of the expiration of accumulated sick leave shall receive the
11 differential pay rate as defined in the Wages article. During this time, the employee's
12 benefits will remain the same, as if the employee were in full paid status.

13 14 **CATASTROPHIC ILLNESS LEAVE**

15 16 **Definition**

17 "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate
18 an employee for an extended period of time, or that incapacitates a member of the
19 employee's family which incapacity requires the employee to take time off from work for
20 an extended period of time to care for that family member, and taking extended time off
21 work creates a financial hardship for the employee because he or she has exhausted all
22 of his or her sick leave and other paid time off.

23
24 The District shall establish a Catastrophic Leave Bank to which eligible unit members may
25 donate earned and unused sick leave. Catastrophic leave can only be granted to
26 members who have joined the Catastrophic Leave Bank by donating at least one day of
27 sick leave during an advertised Catastrophic Leave Drive.

28
29 The Catastrophic Leave Drive conducted during the 2024-25 school year shall going
30 forward be considered a "Primary Catastrophic Leave Drive." PFT unit members who
31 donate a minimum of one day of sick leave during each Primary Catastrophic Leave Drive
32 will be considered members of the Catastrophic Leave Bank for a period of three years.
33 For example, those who donated in the fall 2024 drive shall remain members of the Bank
34 for the 2024-25, 2025-26, and 2026-27 school years. Primary Catastrophic Leave Drives
35 will occur every third year (fall 2024, fall 2027, fall 2030, etc.).

36
37 During years in which there is not a Primary Catastrophic Leave Drive, unit members may
38 wish to donate and join the Catastrophic Leave Bank. To give this opportunity to as many
39 unit members as possible, a Secondary Catastrophic Leave Drive will occur during years
40 in which there is not a Primary Catastrophic Leave Drive. PFT unit members who donate
41 a minimum of one day of sick leave during a Secondary Catastrophic Leave Drive will be
42 considered members of the Catastrophic Leave Bank for the remaining years of the
43 current three-year Primary Drive Cycle. For example, those who donate in the fall 2025
44 Secondary Catastrophic Leave Drive, can apply to access the Bank for the 2025-26 and
45 2026-27 school years. Those who donate in the fall 2026 Secondary Catastrophic Leave
46 Drive, can apply to access the Bank for the 2026-27 school year only.

1 Donations shall be irrevocable. A donation to the Catastrophic Leave Bank shall be a
2 general donation and shall not be donated to a specific employee for his or her exclusive
3 use.
4

5 **Eligibility**

6 Temporary, probationary, and permanent unit members are eligible to participate. When
7 a drive occurs, the unit member must have at least one (1) earned day of sick leave
8 available by October 1 of the current school year to be eligible to donate. Upon retirement
9 or separation from the District, a unit member may donate sick days to the Catastrophic
10 Leave Bank if desired. Any such donations are permanent and will not be included when
11 the unit member's sick leave balance is reported to STRS.
12

13 **Auto-renewal & Ability to Opt-out**

14 Once a unit member has joined the Catastrophic Leave Bank by donating at least one
15 day of sick leave during a Catastrophic Leave Drive, the unit member shall remain a
16 member of the Catastrophic Leave Bank, with one day being automatically deducted from
17 the member's sick leave and donated during the next Primary Catastrophic Leave Drive.
18 Primary Catastrophic Leave Drives shall occur every third year (fall 2024, fall 2027, fall
19 2030, etc.). This auto donation of one day occurs for all eligible unit members who have
20 donated and joined the Bank in a past drive, regardless of whether the unit member joined
21 during a Primary Catastrophic Leave Drive or a Secondary Catastrophic Leave Drive.
22

23 Members of the Catastrophic Leave Bank who wish to opt out of membership in the
24 Catastrophic Leave Bank can do so during a Primary Catastrophic Leave Drive. It is the
25 responsibility of the unit member to actively opt out during a Primary Catastrophic Leave
26 Drive to avoid donating a sick day. Unit members who opt out of a cycle will not have a
27 sick day automatically donated to the Bank and will not be eligible to be a recipient of
28 catastrophic leave during that three-year cycle (unless they subsequently join the Bank
29 again, by voluntarily donating a day during a Secondary Catastrophic Leave drive).

30 NOTE: Auto-donation avoids the possibility of forgetting to manually join during each
31 Primary Catastrophic Leave Drive. Forgetting to donate would nullify a unit member's
32 ability to access the Bank in the event of a catastrophic illness. The ability to opt out
33 preserves the rights of unit members who do not wish to donate a sick day and who do
34 want to withdraw from the bank.
35

36 **Potential Modifications to the Three-Year Cycle**

37 If a three-year cycle ends and the available hours in the Bank remain high, the Governing
38 Committee may waive the auto-donation of current members for the next three-year cycle.
39 A drive would still be conducted and unit members wishing to join the Bank would have
40 the opportunity to donate. As an emergency measure, if the Catastrophic Leave Bank
41 drops below 100 days, the Governing Committee may shorten the current three-year
42 cycle and implement a drive with a one, two, or three-year cycle. In the case of a
43 shortened cycle, current members of the Bank who do not choose to opt out during the
44 Catastrophic Leave Drive will automatically donate one day of sick leave and remain in
45 the Catastrophic Leave Bank for the newly declared cycle.
46
47
48

1 **Governing Committee**

2 The Governing Committee shall be composed of five members:

- 3 1. Three teachers (tenured)
4 2. Two administrators

5
6 The duties of the Governing Committee shall include the following:

- 7 1. To approve requests for withdrawal from the Catastrophic Leave Bank.
8 2. To make any additionally necessary governing decisions relative to the operation
9 of the Catastrophic Leave Bank.

10
11 Governing decisions will be made by consensus, where possible. Where a consensus
12 decision cannot be reached, the governing decisions will be made on the basis of four
13 votes or more.

14
15 **Annual Rollover of Days in Catastrophic Leave Bank**

16 Any days remaining in the Catastrophic Leave Bank at the end of the school year will be
17 credited to the Catastrophic Leave Bank for the next school year.

18
19 **Qualifications of Recipient**

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

40
41 Recipients of Catastrophic Leave Bank days shall receive those days in the form of their
42 regular salary. Use of catastrophic leave will not result in differential pay during the
43 employee's absence.

44
45 **Procedure**

- 46 1. The Governing Committee shall develop the process by which donations shall be
47 solicited and submitted. All donations must be received by the last working day of
48 the Catastrophic Leave Drive.

2. All requests for Catastrophic Leave Bank Days shall be presented in writing to Personnel Support Services (PSS), which shall forward that request to the Governing Committee. The District shall provide the unit member with a copy of this contract provision. It shall be the responsibility of the unit member to satisfy all conditions of eligibility.
3. PFT shall hold the Governing Committee harmless and indemnify the Governing Committee from any and all claims, attorneys' fees, judgments, costs or settlements arising from the administration of this section.
4. The Governing Committee's decision to deny a unit member's request to utilize the Catastrophic Leave Bank is final and not subject to the grievance procedure.

INDUSTRIAL ACCIDENT LEAVE

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

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

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

PERSONAL NECESSITY LEAVE

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

- Death of a member of the immediate family, (mother, father, aunt, uncle, niece, nephew, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any person living in the immediate household of the employee.)
 - In cases of long-established family or personal relationships not listed, personal necessity leave may be granted at the discretion of the Associate Superintendent Personnel Support Services or designee.
- Accident involving employee's person or property or the person or property of a member of the employee's immediate family.
- Appearance in court as a defendant, as a witness under an official order, or to appear with employee's minor child or ward on any court summons.
- Illness or surgery involving a member of immediate family, as verified by the employer, if necessary.

- Observance of religious holidays (well recognized religion in which observance of tenets necessitates employee's absence).
- Full time unit members may access up to 14 hours (or the amount proportional to their contracted percentage) of Personal Necessity Leave to find, enroll, or re-enroll a family member in a preschool/childcare center, College, University, or other post-secondary institution.
- The Family-School Participation Act (Labor Code Section 230.8) allows parents, grandparents, and guardians to take time off from work to participate in their children's school or childcare activities. If you meet the following criteria: You are a parent, guardian, or grandparent who has custody of a child enrolled in a California public or private school, kindergarten through grade twelve, or licensed child daycare facility, you may take up to 40 hours each year (up to eight hours in any calendar month) to participate in activities at your child's school or daycare facility.
- Upon exhaustion of compelling reasons, up to two additional days of personal necessity leave may be used to participate in or attend a graduation or promotion.
- Unit members who become parents through legal adoption will be granted, upon request, up to ten days personal necessity leave in addition to the days specified under Parental Leave of this section.
- A unit member may use up to five (5) days per school year of accumulated sick leave for personal business. These days may be used at the unit member's discretion.

If an employee has exhausted regular sick leave, he or she will be eligible to receive a maximum of five days' leave for illness or surgery of an immediate family member, as verified by the employer, if necessary. Compensation shall be at the differential pay rate as defined in the Wages article. This leave does not accumulate from year to year.

MEDICAL LEAVE

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

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

PARENTAL LEAVE

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

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

4
5 As provided by law, teachers applying for parental leave may apply to STRS for purchase
6 of permissible service credit.

7
8 **Child Bonding Leave (pursuant to Government Code 12945.2 & Education Code**
9 **44977.5)**

10 Qualifying unit members may opt to access up to 12 weeks of accrued sick leave for the
11 purposes of child bonding, during the first 12 months after a baby's birth, adoption, or
12 foster placement. (This leave expires on the date of the child's 1st birthday or 12 months
13 after adoption or foster placement).

- 14 • Sick days accessed when a unit member is medically unable to work per a doctor
15 due to pregnancy, childbirth, or recovery therefrom, are not deducted from the 12
16 weeks of child bonding leave.
- 17 • If sick leave is exhausted, the unit member may continue to access child bonding
18 leave at the differential pay rate as defined in the Wages article for the remainder
19 of the 12 weeks.
- 20 • The minimum duration of the leave shall be two weeks, except that the District
21 must grant a request for a leave of less than two weeks duration on any two
22 occasions. Use of one or more days of leave during a workweek shall constitute
23 one week of leave under this section.

24
25 To be eligible to access this leave, unit members who become parents, including via legal
26 adoption or foster placement:

- 27 • Must have been employed for at least 12 months with PUSD within the last seven
28 years.
- 29 • Cannot have taken 12 work weeks under the Family Medical Leave Act (FMLA)
30 and/or the California Family Rights Act (CFRA) during the appropriate period (12
31 months) prior to the present request. This includes cases of subsequent children.
- 32 • Must meet all these requirements in the past 12 months to be eligible for Child
33 Bonding Leave in the case of subsequent children.

34
35 **LEAVE FOR PREGNANCY, MISCARRIAGE, CHILDBIRTH, AND RECOVERY**
36 **THEREFROM**

37
38 The board shall provide a leave of absence from duty for any member of the Unit who is
39 required to be absent from duty because of pregnancy, miscarriage, childbirth, and
40 recovery therefrom.

41
42 Disabilities caused or contributed to or by pregnancy, miscarriage, childbirth, and
43 recovery therefrom are, for all job-related purposes, temporary disabilities and shall be
44 treated as such under any health or temporary disability insurance or sick leave plan
45 provided by the District.

1 The board will grant leave with pay only when it is necessary to do so in order that leaves
2 of absence for disabilities caused or contributed to by pregnancy, miscarriage, childbirth,
3 and recovery therefrom, be treated the same as leaves for illness, injury, or disability.
4

5 **LEAVE FOR REPRODUCTIVE LOSS (Government Code section 12945.6)**
6

7 Up to 5 days of accrued sick leave may be accessed for reproductive loss which includes
8 miscarriage, failed adoption, failed surrogacy, stillbirth, and unsuccessful assisted
9 reproduction. The reproductive loss event applies to any person who would have been a
10 parent as a result of the unsuccessful adoption, surrogacy, assisted reproduction, or
11 pregnancy.

- 12 ● The bargaining unit member must be employed by PUSD for at least 30 days prior
13 to the commencement of this leave.
- 14
- 15 ● These days need not be taken consecutively.
- 16
- 17 ● If a unit member experiences more than one reproductive loss event within a 12-
18 month period, a total of up to 20 days may be accessed within a 12-month period.
- 19
- 20 ● Reproductive loss leave shall be completed within three months of the reproductive
21 loss event.
 - 22
 - 23 ○ “Reproductive loss event” means the day or, for a multiple-day event, the
24 final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an
25 unsuccessful assisted reproduction.
 - 26 ○ However, if, prior to or immediately following a reproductive loss event, an
27 employee is on or chooses to go on leave from work pursuant to
28 Government Code Section 12945 (disabled as a result of pregnancy,
29 childbirth, or a related medical condition) or 12945.2 (Family Care & Medical
30 Leave), or any other leave entitlement under state or federal law, the
31 employee shall complete their reproductive loss leave within three months
32 of the end date of the other leave.
 - 33
- 34 ● Any information provided to the district pursuant to this section shall be maintained
35 as confidential.
- 36

37 **GENERAL LEAVE**
38

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

41 Each request for a General Leave shall be considered on its own merit, compliance with
42 statutory requirements, and the effect upon the instructional programs of the school
43 District.

44 Leaves may be granted for exchange teacher, acquisition of advanced degrees, travel,
45 and/or specific educational opportunities with prior written approval of the Associate
46 Superintendent, Personnel Support Services.
47

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

5
6 **STUDY AND TRAVEL (SABBATICAL) LEAVE**
7

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

10
11 The Board may grant leaves of absence not to exceed one year for the purpose of
12 permitting study or travel by employees of this Unit which will benefit the schools and the
13 pupils of the District. No Sabbatical Leave of Absence shall be granted to any employee
14 who has not rendered service to the District for at least seven (7) consecutive years
15 preceding the granting of the leave and not more than one such leave of absence shall
16 be granted an individual in each seven (7) year period.

17
18 Each employee granted a Sabbatical Leave will be required to perform such services
19 during the leave as the District and the employee may agree upon in writing. The
20 employee shall receive compensation during the period of absence in the amount of one-
21 half his/her regular salary for the period on leave. This leave may be taken for one full-
22 year or one-half year.

23
24 Each employee, as a condition to being granted a Sabbatical Leave of Absence, shall
25 agree in writing to render a period of service in the employ of the Poway Unified School
26 District following return from the leave of absence which is equal to twice the period of
27 the leave.

28
29 One year of Sabbatical Leave or one year of combined Sabbatical Leave and teaching
30 will be considered to equal one (1) year in the District.

31
32 The employee will post a bond equal to the amount of salary earned or provide some
33 other type of surety, unless it is waived by Board resolution.

34
35 Nothing in this leave policy shall prohibit the Board of Education from granting leaves in
36 excess of two (2) percent of the members of the bargaining Unit.

37
38 Applications for Sabbatical Leave shall be submitted on or before April 1 of the school
39 year preceding the proposed leave of absence or such date as may be mutually agreed
40 upon by the District and the Exclusive Representative.

41
42 **JURY DUTY LEAVE**
43

44 The District agrees to grant to members of the bargaining unit regularly called for jury duty
45 or to appear as a witness in court other than as a litigant or to respond to an official order
46 from another governmental jurisdiction for reasons not brought about through the
47 connivance or misconduct of the employee in a manner provided by law, leave of absence
48 without loss of pay for time the employee is required to perform such duty during the

1 employee's regularly assigned working hours. Employees, so called, must notify the
2 District of service date(s) upon receiving said notice from officers of the Court. The District
3 shall pay the employee the difference, if any, between the employee's regular rate of pay
4 and the amount received for such duty, less meals, travel, and parking allowances.
5 Employees are required to return to work during any day in which such duty services are
6 not required. The District may require verification of jury duty prior to or subsequent to
7 providing jury duty compensation.

8
9 Employees summoned to serve jury duty during workdays may choose to defer jury duty
10 to non-contract days. These employees who receive court permission to defer jury duty
11 to non-contract days shall be paid a stipend equal to the daily substitute rate of pay for
12 those days or portion of days served. These teachers will attach a copy of the original
13 summons as well as the court timesheet documenting actual time served to a P-9 form,
14 which should be submitted to Payroll within ninety (90) days of the employee's return to
15 work. Employees whose original summons was for jury duty during non-work time shall
16 not be eligible for this provision.

17 **LEGISLATIVE LEAVE**

18
19
20 Members of the bargaining unit who are elected to or appointed to Federal, State, County,
21 or Municipal governmental offices may be granted leave without pay. The duration of the
22 leave shall not exceed the term of the office unless otherwise approved by the Board of
23 Education.

24 **MILITARY LEAVE**

25
26
27 Military Leave shall be granted to members of the bargaining unit for military duty that
28 cannot be expected to be disregarded, and which necessitates immediate attention.
29 To be eligible to receive Military Leave benefits, members of the bargaining unit shall be
30 required to request such leave in writing and, upon request, to supply the District with
31 "orders" and status reports. Upon approval by the Board of Education the unit member
32 shall receive pay for a period not to exceed thirty (30) calendar days.
33 Unit members shall attempt to schedule military service at a time which will not conflict
34 with regular school duties.

35
36 Every effort shall be made to place returning teachers having physical handicaps.

37
38 As provided by law, ten (10) days unpaid leave for a military spouse of military returning
39 from duty shall be granted. If available and at the employee's discretion, they may use
40 seven (7) personal necessity days.

41 **BEREAVEMENT LEAVE**

42
43
44 The District will grant leave of absence, not to exceed five (5) days due to the death of
45 any member of the employee's immediate family. This leave also applies to the loss of a
46 child due to stillbirth.

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

3
4 Members of the immediate family mean the mother, father, aunt, uncle, niece, nephew,
5 grandmother, grandfather, or a grandchild of the employee or of the spouse of the
6 employee, and the child of the employee or of the spouse of the employee, and the
7 spouse, son-in-law, son, daughter, daughter-in-law, brother or sister of the employee or
8 any person living in the immediate household of the employee.

9
10 In cases of long-established family or personal relationships not listed, bereavement
11 leave may be granted at the discretion of the Associate Superintendent Personnel
12 Support Services or designee.

13
14 **PERSONAL REASONS**

15
16 If the members of the Unit find it necessary to be absent for personal reasons, they may
17 secure time off by applying to the principal if they are going to be absent for a period of
18 time up to three hours. Such leave is without loss of salary and is granted only when a
19 valid reason for such absence exists. Frequent requests for such absences are to be
20 avoided and may be approved only when the principal is certain that the individual's duty
21 assignment can be adequately covered without the employment of a substitute.

22
23 Requests for such leave shall be presented in writing, except in emergencies.

24
25 **COMPELLING REASONS LEAVE**

26
27 Effective July 1, 2024 and annually thereafter, each member of the unit shall be eligible
28 for a maximum of three (3) days of Compelling Personal Reasons Leave at full salary.
29 This leave can be accessed for reasons deemed by the unit member to be of compelling
30 personal importance. This leave does not accrue from year to year.

31
32 Repeated use of this leave by a unit member for the purpose of extending holidays or
33 vacation is not permitted. Use of this leave upon the beginning or conclusion of the
34 teacher and student school years, is subject to review by the Associate Superintendent,
35 Personnel Support Services.