

LEAVES

3.100 Educational Leave

- 3.110 Unit members may request leave to attend an educational class, to teach an educational class or to serve as a resource person. Unit members may be excused from regular duty to attend educational conferences, extra curricular conferences or attend an educational class subject to the conditions outlined in 3.120 to 3.124.
- 3.120 The **Charter Board**, or designee, may approve such leave based upon the below-listed criteria:
- 3.121 The benefit which would result to the **Santiago Charter School** and/or public school education.
- 3.122 The procedure for replacement or assumption of responsibility during the unit member's absence.
- 3.123 The amount of released time required; and
- 3.124 Financial compensation, if any, to be received by the unit member.

3.200 Personal Illness and Injury Leave

- 3.210 Unit members shall be entitled to be absent, with pay, from duty due to personal injury, illness or disability related to pregnancy.
- 3.220 Full-time unit members shall be granted sick leave in accordance with the Santiago **Charter** School sick leave table. (Appendix G-A and G-B)
- 3.221 These days shall be granted and shall become effective on the first day of the school year and may be used at any time during the specified work year period.
- 3.222 These days shall accumulate pursuant to state law.
- 3.223 The **Charter, using Orange Unified School District services**, shall notify, in writing, each unit member **at the beginning of the year** of the total number of accumulated sick days effective at that date.
- 3.225 Unit members who work less than full-time shall be entitled to a prorated portion of sick leave as it relates to the contract year that they serve.**

Verification

- 3.231 Upon return from an absence, the unit member shall complete a statement verifying the absence was due to illness. In case of an extended illness, the unit member shall complete an absence affidavit once per month on or before a date established by the **Charter**.
- 3.232 The **Charter** may require after an absence of five (5) or more work days, verification of the unit member's illness through verification by a physician or

licensed health advisor. Such verification may be requested by a physician or licensed health advisor chosen by the **Charter**. This verification shall be at **Charter** expense.

When the **Charter's** physician or licensed health advisor's opinion is different from that of the employee's physician, the matter shall be turned over to an independent panel of physicians as designated by the Orange County Medical Association or like agency. From the panel of physicians, each party shall alternately strike a name until only one remains. The order of strike shall be determined by lot.

Cost incurred by this process shall be borne by the **Charter**.

3.240 Extended Illness or Injury/Disability

When the unit member is absent from duty due to illness or injury for a period of five (5) school months, or less, whether or not the absence arises out of, or in the course of employment, the amount deducted from the salary due the unit member for that month in which the absence occurs shall not exceed the sum actually paid a substitute employee employed to fill the position during the absence, or, if no substitute was employed, the amount which would have been paid to the substitute. Such payments shall conform with the established procedures of the Orange County Department of Education.

3.241 The **Charter** shall make every reasonable effort to secure the services of a substitute employee.

3.242 The five (5) month period shall commence with the first work day after the unit member's accumulated sick leave has been exhausted.

3.243 If the unit member is unable to return to work at the end of the five (5) month period, the unit member shall automatically be placed on an unpaid, medical leave until such time as the unit member is judged able by the unit member's physician or other licensed health advisor to return to work. Such medical leave shall be in accordance with medical leave provisions of this Article.

3.244 Any unit member may utilize the above-listed leave for the purpose of a disability related to pregnancy, miscarriage, childbirth and the recovery therefrom. The length of such leave, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician, provided that such verification assures the **Charter** that such leave is for a disability and is not just for the purposes of child care or any purposes other than pregnancy related disability. Such pregnancy disability leave with pay shall be granted and administered in the same manner as any other temporary disability for illness or injury.

3.250 Sick Leave Sharing

An employee who has an accumulated sick leave balance of more than thirty (30) days, may request the ***Human Resources/or corresponding entity*** to transfer a specified amount of sick leave to another employee authorized to receive leave. Such transfer request must be made in writing. In no event may an employee request a transfer that would result in his/her sick leave accumulation going below thirty (30) days. Such a transfer of leave days must be made for the benefit of an eligible employee and, once transferred, is irrevocable.

In order to be eligible to receive donated leave under this program, the “receiving” employee **or family member (as defined in section 3.511)** “must”:

- a. Suffer from an illness or injury expected to incapacitate the employee (**or family member**) for an extended period of time which creates a financial hardship for the employee because he/she has exhausted all available paid leave entitlement.
- b. Provide verification of catastrophic injury or illness as required by the **Charter**.
- c. Have exhausted all accrued paid leave credits.
- d. Have been found ineligible for benefits under worker’s compensation.

An employee who needs additional sick leave and believes he/she meets the eligibility requirements outlined above shall contact either the ***site administration and*** the OUEA President to make his/her formal request for sick leave sharing contributions.

Transferred days shall be deducted from the employee’s sick leave accumulation and will be credited to the sick leave accumulation of the employee to whom the days were transferred. The value of the leave transferred shall be based upon the leave value of the person receiving the leave. In situations where more than one (1) employee is offering to transfer sick leave to another employee, sick leave transfers shall be implemented in an equitable manner.

The maximum benefit to be received by any employee for any single catastrophic illness or injury is twelve consecutive months.

Any employee who received paid leave pursuant to this program shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this sick leave sharing program.

3.260 Notification

Employees shall notify the Charter in advance of any leave. Employees who will be absent from duty for any reason which does not require advance approval by the Charter must notify the *site administrator* of their absence. Employees who require a substitute must notify the *District Subfinder System* as soon as the need to be absent is known, whenever possible, the notification shall be made no less than two (2) hours prior to the start of his/her workday.

3.300 Bereavement

- 3.310 Unit members shall be entitled to paid leave for purposes of out-of-school presence due to the death of any member of the immediate family.
- 3.320 Unit members are allowed on a per occurrence basis, up to three (3) days of paid leave or five (5) days total if out-of-state travel is required. Additional days may be granted by the Superintendent or his/her designee.
- 3.330 Immediate family means: mother, father, grandchild, grandmother or grandfather of the unit member or the spouse of the unit member; the spouse of the unit member; the son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, stepchild, sister or sister-in-law of the unit member; or any relative or close personal friend living in the immediate household of the unit member.

3.400 Child Care Leave

- 3.410 Unit members may be eligible for leave for the purpose of preparing for or the caring of a newly born or newly adopted child pursuant to Section 3.2060. Additional leave may be available pursuant to Sections 3.420 and 3.430. If leave is taken under Sections 3.420 and/or 3.430, such leave shall run concurrently with leave taken pursuant to Section 3.2060.
- 3.420 One (1) day paid leave shall be granted unit members solely for the birth or adoption of a child. This will be in addition to other leaves and will be non-cumulative and will be granted provided the unit member was in paid status both the day before and the day after the birth or adoption.
- 3.430 Up to one (1) year leave, without pay, shall be granted, upon request, to unit members to prepare and care for a newly born or newly adopted child; provided such leave request is made at least fifteen (15) work days prior to the requested beginning date and provided further that such commencement date coincides with the best interests of the instructional program.

3.500 Personal Necessity Leave

- 3.510 Unit members may use illness or injury leave for cases of personal necessity. Any of seven (7) days of accumulated sick leave may be used for reasons of compelling personal importance which cannot reasonably be expected to be taken care of outside the regular workday.
- 3.511 Any of ten and a half (10 1/2) days of accumulated sick leave, inclusive of the seven (7) days enumerated in Article 3.510, may be used for the illness of a member of the unit member's child, parent, spouse, or any person living in the immediate household, which a unit member cannot reasonably be expected to disregard and which requires the attention of the unit member during his/her assigned hours of service.
- 3.520 The unit member shall not be required to state the specific reasons that necessitate use of the personal necessity leave. However, unless an emergency, unit members shall complete the appropriate District form, "Personal Necessity Leave" and submit such form to their immediate supervisor at least two (2) days prior to taking such leave.

3.530 Upon return from leave of absence, unit members shall complete the **Charter's** absence affidavit which shall verify that the unit member's use of leave was for personal necessity *and that such leave has not been used for recreational purposes, extension of holiday or vacation or for matters of purely personal convenience.*

3.600 Court Summons Leave

3.610 Unit members shall be granted a leave with pay, if called, in a manner prescribed by law, to serve as a witness in Court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought through the connivance or misconduct of the unit member.

3.620 The unit member shall notify the **Charter** as soon as possible after being officially called. The unit member shall receive the regular salary and shall sign over to the **Charter** any fees received, except for travel, meals, or parking allowance.

3.700 Jury Leave

3.710 Unit members shall be granted a leave of absence to serve as a juror, if called in a manner prescribed by law.

3.720 The unit member shall notify the **Charter** as soon as possible after receiving the official notice of jury service.

3.730 The unit member shall receive regular salary and shall assign to the **Charter** any jury fees or witness fees.

3.740 The unit member shall retain any travel allowance paid by the Court.

3.800 Industrial Accident/Illness

3.810 Purpose

Industrial accident and illness leave shall be granted for illness or injury incurred within the course and scope of a unit member's assigned duties.

3.820 Regulations

3.821 Unit members shall be entitled to sixty (60) working days in any one (1) fiscal year for the same industrial accident or industrial illness.

3.822 Leave shall not accumulate from year to year and will commence on the first day of absence.

3.823 Industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of compensation award made under Worker's Compensation.

3.824 If the leave occurs at a time when the sixty (60) days overlap into another fiscal year, the unit member shall be entitled to carry over to the next fiscal year only

the amount remaining at the end of the fiscal year in which the injury occurred for that same illness or injury.

3.825 The **Charter** may grant additional time beyond the sixty (60) days established in this contract when the **Charter** deems such leave appropriate.

3.826 Payment for wages lost on any day shall not, when added to an award granted the unit member under Worker's Compensation laws, exceed the normal wage of the unit member. During industrial accident/illness leave, the unit member shall endorse to the **Charter** the temporary disability indemnity check received from Worker's Compensation because of the accident or illness. The **Charter** shall, in return, issue for the unit member the appropriate salary warrants for payment of the unit member's salary and shall make all normal retirement and authorized contributions and deductions.

3.827 Unless the **Charter** authorized otherwise, the unit member shall, during the period of illness or injury, remain within the State of California unless travel is required by the unit member's doctor to treat the diagnosed illness or injury.

3.1000 Other Leaves With Pay

3.1010 Professional Conference Program Participation

Unit members who are invited to participate in an educational conference program of the State Board of Education or approved state or national professional association may be excused from **Charter** duties in order to attend. Approval of such leave may be granted by the **Charter Board** or designee.

3.1020 Appointment of Election to Service Club Office

Unit members who are appointed or elected to an office in a recognized Orange Community Service Club organization, may be absent for such purposes from **Charter** duties for not more than three (3) non-cumulative days of paid leave per school year. The unit member must receive prior written approval of the **Charter Board** or designee before taking said leave. If more than three (3) days per year of paid leave are required, prior approval of the **Charter Board** shall be necessary.

3.1030 Governmental Declaration of Emergency

Unit members shall be provided leave with pay when ordered by a governmental authority through a declaration of emergency that the unit member is prevented from reporting to his/her work location. Unit members shall notify the **Charter** as soon as possible when this leave is required and shall provide a copy of the official order.

3.1040 Military Leave

A unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

3.2000 Miscellaneous Leaves Without Pay

Except as provided otherwise, leaves without pay or any other benefits or elements of employment status may be granted unit members in accordance with the provisions of this section. Unit members may purchase through the **Charter** the same health, dental, vision and life benefits at the same rate afforded active unit members.

3.2010 Non-Educational Conference Attendance

Unit members may be granted a maximum of three (3) non-cumulative days of leave without pay per school year for non-educational conference attendance, for example: church, service clubs, etc. Unit members shall submit requests to attend such conferences ten (10) working days in advance to the immediate supervisor and to the **Charter Board** or designee.

3.2020 National Voluntary Service Leave

Unit members may be granted up to two (2) years leave to join Peace Corps, VISTA, National Teachers' Corps or any national voluntary service organization whose program is approved by the State Department of Education. Time spent on such a leave shall count toward salary advancement and seniority, but shall not include any other benefits or elements of employment status. Only permanent unit members may be granted more than one such leave in every seven (7) years.

3.2030 Personal Leave

3.2031 Unit members shall be granted leave without pay for up to one (1) year in length upon submission of such leave request to the **Charter Board** or designee if such request fulfills the following criteria and provided the **Charter** can be assured of an adequate replacement teacher and that the timing of such leave will be arranged to provide continuity in the educational program.

- a. The unit member who has had an unpaid leave within the last five (5) years may be granted an additional leave at the discretion of the **Charter Board** or designee.
- b. The leave is for one of the following reasons:
 - 1) A compelling family need (as determined by the unit member);
 - 2) It is related to a need for rest and recuperation;
 - 3) It is for the purpose of teaching in a foreign country or another state as an exchange teacher;
 - 4) For professional study or research;
 - 5) Travel related to a teaching assignment;
 - 6) Personal business.
- c. Leaves under this provision will be limited to a maximum of two (2) years in length.

- d. **Leaves under this provision will not be granted for employees who obtain a certificated unit position in another school district.**
- e. **The Charter School reserves the right to expand the leave provisions of this section with the Association to include greater flexibility of personal leave.**

3.2032 Unit members may be granted unpaid leave for up to one (1) year in length for other personal reasons. Leave requests must be submitted to the **Charter Board** or designee for approval or denial. ~~Request shall be given careful consideration and any denial will be set forth in writing with reasons on the basis for the best interest of the Charter.~~ Additional years may be granted upon request.

3.2033 Emergency Leave

Unit members who have had a personal leave within the provisions of 3.2031 and have exhausted provisions of personal necessity leave may request from the **Charter Board** or designee additional unpaid personal emergency leave, up to 30 days in length.

3.2034 TB Leave

All employees shall be required to undergo a tuberculin exam (intradermal tuberculin test or an X-ray of the lungs) at least once each four (4) years or more often if directed by the Charter. For post employment examinations, all unit members shall use the agency determined by the Charter for tuberculin (TB) exams. Any unit member who chooses to use some other agency shall be responsible for the full cost of the TB exam. Unit members shall have the responsibility to ensure that the results of the TB examination(s) are reported to the Charter within the Charter timeline. Unit members who fail to submit the results of the TB examination(s) to the Charter within ten (10) days of the expiration date of his/her last TB exam shall be placed on leave without pay until certification of the results of an approved TB exam are received by the Charter.

3.2040 Medical Leave

Upon request, unit members shall receive medical leave without pay in units of a semester duration up to one year in length. The **Charter** may require verification of a medical disability by a **Charter**-appointed physician or licensed practitioner at **Charter** expense. Such leave will be granted with the current health, dental, vision and life benefits.

3.2041 A unit member may not exceed a total of two (2) years medical leave benefits unless their claim is under STRS consideration.

3.2042 An extension of the medical leave shall be granted to a unit member who has filed for STRS disability and whose claim is under consideration and a unit member shall receive up to an additional full year of medical leave benefits if

the unit member can reasonably be expected to return to work as verified by the attending physician and the **Charter**-appointed physician or licensed health advisor.

3.2043 In the event of a dispute between the two physicians in 3.2042, a third physician mutually agreed upon by the unit member and the **Charter** shall be consulted, and whose decision shall be binding on both parties.

3.2044 Unit members taking leave under Section 3.2040 also may be eligible for a medical leave pursuant to Section 3.2060. If leave is taken under Section 3.2040, which also qualifies as medical leave under Section 3.2060, such leaves shall run concurrently.

3.2050 Salary Advancement Credit

Advancement on the salary schedule shall be based upon the number of days the unit member is in paid status. That number of days shall not be less than 75% of the school year which is in session.

3.2060 Family Care and Medical Leave

3.2061 Eligibility

Any employee who has served the **Charter** more than 12 months and who has at least 1,250 hours of service with the **Charter** during the previous 12-month period, shall be eligible to take unpaid family care or medical leave under the provisions of this Administrative Regulation. Family care and medical leave may be used for the following reasons:

- a. Because of the birth of the employee's child, and in order to care for the child.
- b. Because of the placement of a child with the employee for foster care or in connection with the employee's adoption of the child.
- c. To care for the employee's immediate family member with a serious health condition.
- d. Because of the employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

3.2062 Definitions

For purpose of this Administrative Regulation, "child" means a biological, adopted or foster son or daughter, a stepson or stepdaughter, a legal ward or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependent child.

“Parent” means a biological, foster or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to an employee when the employee was a child.

“Immediate family” as defined in the Collective Bargaining Agreement Section 3.330.

“Serious health condition” means an illness, injury, impairment or physical or mental condition that involves either: inpatient care in a hospital, hospice or residential health care facility; or continuing treatment or continuing supervision by a health care provider.

3.2063 Duration of Leave

Family care and medical leave shall not exceed 12 workweeks during any 12-month period. The 12-month period for calculating leave entitlement shall commence on the date the employee’s first family care or medical leave begins. The 12 weeks of family care and medical leave to which an employee is entitled under state law shall run concurrently with the 12 weeks of family care and medical leave to which an employee is entitled under federal law, except for any leave taken under federal law for disability on account of pregnancy, childbirth, or related medical conditions.

Leave taken for a birth, or placement for adoption or foster care, must be concluded within one year of the birth or placement.

3.2064 Terms of Leave

During the period of family care or medical leave, the employee shall use his/her other accrued time off, or any other paid or unpaid time off negotiated with the **Charter**.

If an employee takes a leave because of the employee’s own serious health condition, the employee shall substitute accrued sick leave and/or differential leave during the period of the leave taken pursuant to this Administrative Regulation.

3.2065 Maintenance of Benefits

During the period of family care or medical leave, the employee shall continue to be entitled to participate in the **Charter**’s health plan and the **Charter** shall continue to pay health care premiums under such plan on the same terms as if the employee had continued to work during the period of the leave. Any premium payments required to be made by the employee must be paid at the same time as they would have been due by payroll deduction.

The **Charter** may recover health insurance premiums paid on behalf of the employee during the period of the family care or medical leave, if both of the following conditions occur: The employee fails to return from leave after the period of leave to which the employee is entitled has expired and the employee’s

failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave under state or federal law or other circumstances beyond the control of the employee.

3.2066 Advance Notice of Leave

If an employee learns of the need for family care or medical leave more than 30 days before the leave is to begin, he/she shall give the **Charter** at least 30 days advance notice or as soon as practical. If leave is needed for a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of **Charter** operations. If leave is taken intermittently or on a reduced leave schedule, the **Charter** may temporarily transfer the employee as permitted by law.

3.2067 Certifications

An employee's request for leave shall be supported by a certification from the health care provider of the person requiring care. This certification shall include:

- a. The date, if known, on which the serious health condition began; and
- b. The probable duration of the condition.

In addition, if the request for leave is to care for a family member, the certification shall include an estimate of the amount of time the employee needs to care for the person requiring care and a statement that the serious health condition warrants the participation of a family member to provide care during the period of the leave. If the request for leave is based on the employee's own serious health condition, the certification shall include a statement that, due to the serious health condition, the employee is unable to perform the functions of his/her position.

If the employee is requesting leave for intermittent treatment or leave on a reduced leave schedule for planned medical treatment, the certification must also state the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of the treatment and the expected duration of the leave.

In any case in which the **Charter** has reason to doubt the validity of any certification provided to support an employee's request to take leave because of the employee's own serious health condition, the **Charter** may require the opinion of a second and third health care provider consistent with state and federal law.

3.2068 Reinstatement/Non-Discrimination

Upon granting an employee's request for family care or medical leave, the **Charter** shall reinstate the employee in the same or a comparable position when the leave ends to the extent required by law.

3.2069 Notifications

In accordance with law, the **Charter** shall notify employees of their right to request family care and medical leave.

3.3000 Rights Upon Return

3.3010 Unit members on a paid leave of absence shall continue to receive wages, health and welfare benefits, and retirement credit in the same amounts as if they were not on leave. Those unit members who go on an unpaid leave of absence during any pay period shall receive their health and welfare benefits for the balance of that pay period. Thereafter, they shall be allowed continued benefits at their own expense in accordance with state law.

3.3020 A unit member returning from any type of paid leave shall be entitled to return to the same position and assignment she/he had prior to the leave. A unit member returning from any type of unpaid leave shall be entitled to return to the same position and assignment she/he had prior to the leave unless that position was filled in her/his absence with a unit member and in such case the returning unit member shall be entitled to an equivalent position.