

**ARTICLE 3:        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 Superintendent, or designee, may approve such leave based upon the below-listed criteria:
  - 3.121 The benefit which would result to the Orange Unified School District 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 Orange Unified School District 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.

3.230 Verification

- 3.231 Unit members shall verify their absence was due to illness. Such verification may include the completion of a "Monthly Attendance Report" once per month on or before a date established by the District.
- 3.232 The District 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 District. This verification shall be at District expense.

When the District'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

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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 District.

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 District 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 and runs concurrently with placement on the reemployment list pursuant to Education Code section 44978.1.

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 District 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 Director of Human Resources 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

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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 3.520) “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 District.
- 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 Assistant Superintendent of Human Resources or 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 District in advance of any leave. Employees who will be absent from duty for any reason which does not require advance approval by the District must notify the District substituting reporting system of their absence. Employees who require a substitute must notify the District substituting reporting 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.

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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 travel of more than 400 miles 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. Upon request, an uncle, aunt, niece, or nephew may be added to the definition of immediate family for purposes of bereavement leave by the Superintendent or designee when an “in loco parentis” relationship between the unit member or unit member’s spouse and the relative had existed. The Superintendent or designee may request additional information from the requestor in order to process such request.

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 3.1160. 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 3.1160.

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 personal importance which cannot reasonably be expected to be taken care of outside the regular workday.

3.520 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 the unit member's immediate family, 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.

Immediate family means: mother, father, grandchild, grandmother or grandfather 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

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friend living in the immediate household of the unit member. Upon request, an uncle, aunt, niece, or nephew may be added to the definition of immediate family for purposes of this provision by the Superintendent or designee when an “in loco parentis” relationship between the unit member of unit member’s spouse and the relative exists. The Superintendent or designee may request additional information from the requestor in order to process such request.

3.530 The unit member shall not be required to state the specific reasons that necessitate use of the personal necessity leave.

3.540 Unit members shall complete the District’s “Monthly Attendance Report” which shall constitute verification 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 District as soon as possible after being officially called. The unit member shall receive the regular salary and shall sign over to the District 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 District 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 District any jury fees or witness fees.

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

3.750 Bargaining unit members who elect to postpone jury duty to the summer break or to an intercession break shall receive the substitute rate of pay for each day of jury service up to a maximum of five (5) days. In order to receive the substitute pay, the unit member must submit a copy of the original summons, the notification of postponement of service, and the dated proof of jury service. Any fee, except travel allowance, paid to the unit member for jury duty shall be remitted to the District.

3.800 Industrial Accident/Illness

3.810 Purpose

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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 District may grant additional time beyond the sixty (60) days established in this contract when the District 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 District the temporary disability indemnity check received from Worker’s Compensation because of the accident or illness. The District 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.

3.900 Other Leaves With Pay

3.910 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 District duties in order to attend. Approval of such leave may be granted by the Superintendent or designee.

3.920 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 District as soon as possible when this leave is required and shall provide a copy of the official order.

3.930 Military Leave

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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.

**3.1000 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 District the same health, dental, and vision benefits at the same rate afforded active unit members.

**3.1010 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 Superintendent or designee.

**3.1020 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.

**3.1030 Personal Leave**

3.1031 Unit members shall be granted leave without pay for up to one (1) year in length upon submission of such leave request to the Superintendent or designee if such request fulfills the following criteria and provided the District 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 Superintendent 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;

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- 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.
- d. Leaves under this provision will not be granted for employees who obtain a certificated unit position in another school district. An exception to this provision (3.1131 d.) may be granted at the sole discretion of the superintendent or designee for positions outside of southern California.

3.1032 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 Superintendent or designee for approval or denial. Additional years may be granted upon request.

3.1033 Emergency Leave

Unit members who have had a personal leave within the provisions of 3.1131 and have exhausted provisions of personal necessity leave may request from the Superintendent or designee additional unpaid personal emergency leave, up to 30 days in length.

3.1034 TB Leave

All employees shall be required to undergo a tuberculosis risk assessment or 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 District. For post employment examinations, all unit members may use the agency determined by the District for tuberculosis risk assessment (or tuberculin (TB) exams if required). Any unit member who chooses to use some other agency shall be responsible for the full cost of the tuberculosis risk assessment or TB exam. Unit members shall have the responsibility to ensure that the results of the tuberculosis risk assessment or TB examination(s) are reported to the District within the District timeline. Unit members who fail to submit the results of the tuberculosis risk assessment or TB examination(s) to the District 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 tuberculosis risk assessment or TB exam are received by the District.

3.1040 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 District may require verification of a medical disability by a District-appointed physician or licensed practitioner at District expense. Such leave will be granted with the current health, dental, and vision benefits. For unit members who have exhausted the 5 month Extended Illness or Injury/Disability



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Leave under Section 3.240, such leave runs concurrently with placement on the reemployment list pursuant to Education Code section 44978.1.

3.1041 A unit member may not exceed a total of two (2) years medical leave benefits unless their claim is under STRS consideration.

3.1042 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. Such extension may run for the duration of the unit member’s placement on the reemployment list pursuant to Education Code section 44978.1.

3.1043 Unit members taking leave under Section 3.1140 also may be eligible for a medical leave pursuant to Section 3.1160. If leave is taken under Section 3.1140, which also qualifies as medical leave under Section 3.1160, such leaves shall run concurrently.

3.1050 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.

3.1060 Family Care and Medical Leave

3.1061 Eligibility

Any employee who has served the District more than 12 months and who has at least 1,250 hours of service with the District during the previous 12-month period, shall be eligible to take unpaid family care or medical leave under the provisions of this Article. 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.

3.1062 Definitions

For purpose of this Article, “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.

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“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.

3.1063 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.

3.1064 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 District.

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 Article.

3.1065 Maintenance of Benefits

During the period of family care or medical leave, the employee shall continue to be entitled to participate in the District’s health plan and the District 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 District 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,

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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.

3.1066 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 District 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 District operations. If leave is taken intermittently or on a reduced leave schedule, the District may temporarily transfer the employee as permitted by law.

3.1067 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 District 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 District may require the opinion of a second and third health care provider consistent with state and federal law.

3.1068 Reinstatement/Non-Discrimination

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

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3.1169 Notifications

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

3.1100 Rights Upon Return

An employee on a leave and replaced by a substitute may be returned to the assigned position held prior to taking a leave if circumstances permit or, upon consent of the employee, to another vacant position for which the employee is qualified. Upon notification of the employee's intent to return, the employer shall inform the employee of the web address for current position vacancies on the District website. If conditions permit, the employee may be assigned to a position similar to that held prior to leave. Until the time the employee is reassigned from leave status, the employee may apply for reassignment to any vacancy, and may indicate preferences to the Human Resources Office for reassignment beyond current vacancies. The employee shall be notified of reassignment from leave status as soon as such reassignment is made by the Human Resources Office. Leaves of absence as specified in this Article shall be limited to tenured teachers in the District with the following exceptions: educational leave, sick leave, court summons leave, jury leave, maternity leave, bereavement leave and industrial accident/illness leave.

3.1200 Failure to Return to Service After Leave

In the case of a certificated employee who was on leave of absence for 20 or more consecutive working days after April 30 of the previous school year, the District may terminate the employment of such an employee if all of the following circumstances exist:

1. The employee fails to report for duty, without good cause, at the beginning of the school year after having notified the Governing Board of his/her intention to remain in service with the District in accordance with Education Code 44842.
2. The District had specifically notified the employee, at least five days in advance, of the time and place at which the employee was to report to work.
3. The employee did not request or was not granted a leave of absence authorized by the Board.

In any such case, the employee may be deemed to have declined employment and his or her services as an employee of the District may be terminated on the day following the 20th consecutive day of absence in the current school year.