

**TENATIVE AGREEMENT BETWEEN
PALO ALTO UNIFIED SCHOOL DISTRICT AND PALO ALTO EDUCATORS ASSOCIATION
December 5, 2022**

**ARTICLE XI
Leave Provisions**

Statutory or regulatory leave provisions not specified in this Article are not subject to the grievance/arbitration mechanism, Article V.

A. Definitions

Members of the immediate family, as used in this section, mean the mother, father, grandmother, grandchild, or grandfather of the employee or of the spouse of the employee, and the spouse, **registered domestic partner**, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, step-parent, ~~or~~ step-child, **or current foster child** of the employee; or any relative living in the immediate household of the employee. The immediate family shall also include any person who is a permanent member of the household who has been designated and identified as such on the annual employee emergency form. If a member of the immediate family falls outside this list, the unit member may apply for leave from the Human Resources administrator who may grant leave with pay provided the unit member satisfies the appropriate relationship to the bereaved unit member.

B. Personal Illness and Injury Leave

1. Full-time employees shall be entitled to ten (10) days leave with full-time pay for each school year for purposes of personal illness or injury. Employees who work less than full-time shall be entitled to that portion of the ten (10) days leave as the number of hours per week of scheduled duty relates to the number of hours for a full-time employee in a comparable position.
2. During each school year, when a unit member has exhausted all available sick leave, including accumulated sick leave, and continues to be absent from duty on account of illness or accident for an additional 5 school months, the amount deducted from the salary for any of the additional five months in which the absence occurs shall be the amount actually paid a substitute employee employed to fill the position during the leave, or, if no substitute is employed, the amount that would have been paid to a substitute.
The accumulated sick leave and the five-month period shall run consecutively. A unit member may not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year.
3. If an employee does not utilize the ten (10) days of leave as authorized in the paragraphs above in any school year, the amount not utilized shall be accumulated from year to year.
4. Upon request by District management, an employee shall be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work. All personnel are required to report the reason for absence to qualify for pay during that absence, and to report their absences to the Attendance Reporting/Substitute System (AESOP). This reporting to the Attendance Reporting/Substitute

System is sufficient for absences of six (6) days or fewer. For absences in excess of six (6) days, verification may be made by a principal, supervisor, or medical doctor. If requested by the District management, an employee shall not return to work until he submits a medical doctor's authorization to return to work.

5. An employee must contact the Attendance Reporting/Substitute System as soon as the need to be absent is known. Failure to provide adequate notice may be grounds for denial of leave with pay. Chronic failure to provide adequate notice may be grounds for other disciplinary action.
6. An employee who is absent for one-half (1/2) day or less shall have deducted one-half (1/2) day from the accumulated leave; and if the absence exceeds more than one-half (1/2) day, a full day shall be deducted from accumulated leave.
7. Upon request, a unit member shall be informed of the individual's accumulated leave.

C. Personal Necessity Leave

1. Leave that is credited under Section B of this Article may be used, at the employee's election, for purposes of personal necessity, provided that use of such personal necessity leave does not exceed seven (7) days in any school year.
2. For the purpose of this provision, personal necessity shall be limited to:
 - a. Death or serious illness of a member of the employee's ~~immediate~~ family (for this section only, unit members may utilize three (3) additional personal necessity days in addition to the seven (7) days provided in section C. 1 above).
 - b. An unforeseen accident involving the employee's person or property, or the person or property of the employee's ~~immediate~~ family
 - c. Attending school activities of the unit member's child under Labor Code Section 230.8
 - d. Other activities that cannot reasonably be deferred to other than regular work hours, which are neither matters of personal convenience, recreational activities, or concerted activities. Important family events whose timing is not within the control of the staff member, such as weddings, graduations, or family reunions, will not be considered matters of convenience or recreation
3. No prior permission is required for use of seven (7) days in any school year. However, the leave under "B.2.d" above cannot be used on the day immediately ~~preceeding~~ preceding or following a holiday or vacation without prior approval from the principal or central department supervisor. If the immediate supervisor denies the request, the employee has the right to appeal to the Human Resources administrator. Employees utilizing personal necessity leave must identify which category above applies ("a," "b," "c," or "d") and shall make every effort to comply with the District procedures regarding advance notice to enable the District to secure a substitute.

D. Bereavement Leave

1. During a fiscal year, a unit member shall be allowed up to five (5) days of paid leave of absence per bereavement, without deductions from accumulated sick leave, in case of death in the immediate family.
 - a. A unit member may use the personal necessity days specified in C.1 of this Article to augment the bereavement leave beyond the five (5) bereavement days specified above.

- b. A unit member may request to use additional personal necessity days from the unit member's accumulated sick leave if extenuating circumstances apply to his/her situation. The unit member shall submit a request in writing to the Human Resources administrator for consideration and prior approval for the use of any additional personal necessity days.
- c. The provisions of this leave are not cumulative, and must be used for the attendance at funeral services and related bereavement activities.

E. Critical Family Illness Leave

- 1. During a fiscal year, a unit member shall be allowed up to three (3) days of paid leave of absence for critical illness or serious injury to an immediate family member, without deductions from accumulated sick leave. For the purpose of this leave, the use of critical illness or serious injury leave requires the hospitalization or hospice care of the immediate family member.
 - a. A unit member may use the personal necessity days specified in C.1 of this Article to augment the critical family illness leave beyond the three (3) critical leave days specified above.
 - b. A unit member may request to use additional personal necessity days from the unit member's accumulated sick leave if extenuating circumstances apply to his/her situation. The unit member shall submit a request in writing to the Human Resources administrator for consideration and prior approval for the use of any additional personal necessity days.
 - c. The provisions of this leave are not cumulative, and must be used for the attendance at funeral services and related bereavement activities.

F. Pregnancy Disability Leave

Employees are entitled to use sick leave as set forth in Section B of this Article for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom. Such leave shall not be used for childcare, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed shall be determined by the employee and the employee's physician; however, the District management may require a verification of the extent of disability from the employee's physician.

G. Child Bonding Leave

- 1. Employees are entitled to child bonding leave as set forth below. Employees may elect to utilize up to twelve (12) weeks of child bonding leave occasioned by the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of the child as provided by CFRA.
- 2. Pursuant to Education Code section 44977. 5 in order to qualify for child bonding leave, ~~employees~~ **employees** must have completed one (1) year ~~{(twelve month of employment)~~

for the District but are not required to have at least 1,250 hours of service during the previous one (1) year (twelve month) period.

3. For mothers, the twelve (12) week child bonding leave shall commence at the conclusion of any pregnancy disability leave.
 - a. The twelve (12) weeks of leave may extend into the following school year provided that the leave days fall within the twelve (12) month period of time following the child's birth.
 - b. Maternity/paternity leave may be taken in a minimum of two (2) week increments.

For non-birthing parents, the twelve (12) week child bonding leave shall commence on the first day of such leave.

4. Pursuant to Education Code section 44977.5, if an employee exhausts his/her accumulated sick leave prior to expiration of the twelve (12) week child bonding leave, s/he shall be entitled to differential pay as defined in section B.2 or 50% of the employee's regular pay whichever is more.
5. The District must be provided with at least thirty ~~(30)~~ days prior notice of intent to take child bonding leave, except in the case of emergency.
6. Upon request, a parent of a newly-born or newly-adopted child may be granted a leave of absence without pay at the conclusion of leave under Education Code section 44977.5 provided the District is able to hire a replacement on a temporary basis. This leave may commence as authorized by the Board at any time during the first year following the child's birth. This leave shall not exceed one (1) year.
7. **Upon exhaustion of all Child Bonding Leave and accumulated sick leave, (Section B(1)) for child bonding leave purposes, employees remain eligible to use differential pay according to section B (2) for illness or injury.**

H. Parental Leave (Leave Without Pay)

1. Parental leave without pay and with medical insurance benefits may be granted to an employee for preparation for childbearing, child adoption, or for child-rearing, under the District rules and regulations for Family Medical Leave Act and California Family Rights Act under section N of this article.
2. After Maternity/Paternity Leave or Family and Medical Leave are exhausted, an employee may request straight leave for continued parental leave. This leave will be without pay or other benefits, except that medical insurance benefits will be extended for a total of five (5) months or until June 30, whichever is the lesser period. The duration of such leave shall be no more than twelve (12) consecutive months and shall automatically terminate on June 30 in the school year closest to the end of the twelve-month period. An extension of straight leave without pay or other benefits may be granted, not to exceed an additional twelve months.
3. The employee shall request such leave as soon as practicable, but under no circumstances less than thirty (30) work days prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay.

4. Upon consultation with the employee, the determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent or designee, when considering the scheduling and replacement problems of the District. See Section O.2 of this article for information regarding returning from parental leave to a reduced assignment.
5. The employee is not entitled to the use of any accrued sick leave or other paid leave while such employee is on a parental leave, whether or not the illness or disability is related to a pregnancy, miscarriage, childbirth, or recovery therefrom.
6. There shall not be a diminution of employment status for parental leave, except that no employee shall be entitled to compensation, increment, nor shall the time taken on parental leave count toward credit for probationary teachers in earning tenure status.
7. If an employee is on parental leave and in the event of miscarriage or death of a child subsequent to childbirth, the employee may request an immediate assignment to a unit position. If there is a vacancy for which an employee is qualified, or if a vacancy develops, the District will assign the employee to a position as soon as practicable.

I. Industrial Accident Leave

1. Employees will be entitled to industrial accident leave according to the provisions in the Education Code for personal injury that has qualified for Workers Compensation.
2. Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.
3. Allowable leave shall not be accumulative from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
4. The District has the right to have the employee examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
5. The District shall deduct from the employee's salary warrant the amount of such disability indemnity actually paid from the Workers' Compensation Fund to and retained by the employee.

J. Judicial Leave

1. Employees shall be provided leave for regularly called jury duty, and to appear as a witness in Court, other than as a litigant, for reasons not brought about through the convenience or misconduct of the employee.
2. The employee, while serving jury duty, will receive pay in the amount of the difference between the employee's regular earnings and any amount received for jury service. The employee may retain any fee paid as a travel allowance.
3. If the employee does not wish jury duty pay to be deducted from the paycheck, he/she must submit a check for the amount of the jury duty pay with the monthly absence report covering the time he/she was on judicial leave.

K. Other Leaves Without Pay

1. A leave of absence without compensation may be granted to any teacher for a period of not less than one semester, nor more than one year, for the purpose of: (1) teaching programs in other states, territories, or countries, or military teaching programs; (2) Peace Corps, Teacher Corps, or Job Corps, as a full-time participant; (3) cultural travel; (4) work programs related to the teacher's professional responsibilities; (5) rest; (6) public office; (7) continued parental leave as described in E2 of this Article, (8) care for a member of the immediate family who is ill; (9) long-term illness of the employee; (10) disability; or (11) other reasons acceptable to the Board. Upon application, the District may grant an extension.
2. Applications for leaves of absence without pay for reasons 1 through 6 above shall be submitted in writing to the Certificated Human Resources Office no later than March 31 of the year preceding the proposed leave. Approval of requests received after this date may be contingent upon finding a suitable replacement for the staff member requesting leave. Applications for leaves for reasons 7 through 11 should be made as soon as possible after the need for the leave becomes known.
3. Salary credit (step advancement) shall be granted for teaching experience outside the District while an individual is on leave, if he teaches seventy-five percent (75%) of the days of the Palo Alto Unified School District calendar on a half-time or more basis.

L. Sabbatical Leaves

1. Sabbatical leave may be granted to certificated employees after seven years of continuous service for the purpose of permitting study or travel, which will benefit the schools and pupils of the District. Certificated employees may apply for a full-year or a semester or quarter-year sabbatical leave. No more than two (2) percent of the certificated staff may be on sabbatical leave. Quarter-year sabbaticals are limited to three staff members within the two (2) percent.
2. Certificated personnel shall be granted sabbatical leaves only in accordance with the following provisions:
 - a. Objectives of Sabbatical Leaves

Sabbatical leaves are approved under State law "for the purpose of permitting study or travel by said employees, which will benefit the schools and pupils of the District."
 - b. Extent and Distribution of Leaves
 - (1) The number of certificated employees granted a sabbatical leave during any academic year shall not exceed two (2) percent of the total number of certificated employees.
 - (2) Sabbatical leave applications will be considered according to criteria in the following order of priority:
 - (a) Specific purpose of the sabbatical
 - (b) Former sabbatical leaves granted an individual
 - (c) Individual's seniority in the District
 - (d) Total length of individual's professional services
 - (e) Individual's professional contributions
 - (3) Leaves granted during the contract period will be honored during the following academic year.

c. Selection Procedures

Applications for sabbatical leave shall be evaluated by a panel of nine certificated staff members, five of whom shall be recommended by the teachers' bargaining unit. The Human Resources administrator shall act as an advisory non-voting member of the panel. Should the panel need help in determining the value of a project and its equivalence to course units, it may choose to call in a special panel of educators conversant with the subject area involved. The panel's confidential recommendations shall be submitted to the Superintendent no later than February 10. Final recommendation for sabbatical leaves shall be at the discretion of the Superintendent, with Board action taken not later than the first Board meeting in March. The Board of Education retains the right to either grant or deny any and all sabbatical leaves. Denials of committee recommendations shall be explained in writing to the members of the panel.

d. Sabbatical Leave Requirements

Service: Sabbatical leaves must be preceded by at least seven consecutive years of service, all of which shall have been served as a regular certificated employee in the Palo Alto Unified School District. Qualifying service shall be as defined in the Education Code.

e. Sabbatical Leave Applications

- (1) Plans for sabbatical leave should be made with the full knowledge of the principal of the school in which the applicant is serving.
- (2) Applications that appear to meet the objectives of Board policy and are consistent with administrative procedures must be submitted to the Certificated Human Resources Office by January 10 of the year preceding the proposed sabbatical leave.
- (3) Appropriate application forms for sabbatical leaves may be secured through the Certificated Human Resources Office.

f. Compensation While on a Sabbatical Leave

- (1) The employee on sabbatical leave shall receive compensation as follows:
 - (a) One Year Sabbatical — The difference between the salary the employee would have received and the salary at AB +45, step 6.
 - (b) One-half Year Sabbatical — Three-fourths of the employee's annual salary. (Full salary for semester not on leave and one-half salary for semester on leave.)
 - (c) Quarter-year Sabbatical — Seven-eighths of the employee's annual salary. (Full salary for semester and quarter not on leave and one-half salary for quarter on leave.)
- (2) The District shall continue to pay life, health, dental, and vision insurance premiums as set forth in Article VI of this agreement.
- (3) At the employee's option, the employee may purchase service credit equivalent to the sabbatical leave period pursuant to the State Teachers Retirement System rules and regulations.
- (4) Sabbatical leave time shall count as regular service for salary purposes. As a condition of being granted sabbatical leave, the unit member shall agree in writing to render a period of service to the District following the return from leave which is equal to twice the period of leave.

g. Effect of Sabbatical Leave on Salary Increments and Retirement

- (1) A teacher who acquires twelve semester units per semester's leave shall be credited with one complete semester of teaching service for salary increment purposes. Sabbatical leave credit for salary increments will be tentatively granted on approval of the sabbatical leave program submitted with the application. Completion of the program must be verified by April 15 for those returning from first semester leave and November 15 for those returning from second semester and full-year leave. Failure to verify completion by this date will result in the loss of any salary granted on the basis of the approved preplan.
- (2) The teacher's normal percentage rate of deduction for retirement purposes shall be applied to the actual salary received by the teacher. Time on sabbatical leave is credited as service in the proportion that the compensation received bears to the full compensation earnable on a full-time basis. Within a two-year period, an individual may receive full-time credit by paying to the system additional contributions based on the compensation that is the difference between compensation earned and the compensation earnable during the period of sabbatical leave.

h. Types of Sabbatical Leaves

(1) Sabbatical leaves for study:

- (a) A teacher shall complete at least twelve semester units of work per semester's leave. These courses shall be exclusive of correspondence courses. A special project or research problem may be substituted for the unit requirements (see subsection "L.2.h.4 of this Article).

Transcripts or other evidence of completion shall be submitted to the Certificated Human Resources Office by April 15 for those returning from first semester leave and November 15 for those returning from second semester or full-year leaves.

- (b) Staff members requesting a quarter-year sabbatical leave must take a minimum of six semester units during the quarter. The April 15th and November 15th dates also apply for quarter-year sabbaticals.

(2) Sabbatical leaves for travel:

Personnel on sabbatical leave for travel shall remain on travel status at least 4^{1/2} months for each semester of leave. Personnel on a quarter-year sabbatical leave for travel must remain on travel status for at least six weeks. The application for leave shall include, in general terms, an itinerary of the proposed travel, together with a statement specifying the contributions which such travel will make to the applicant's service to the pupils and schools. Upon completion of the leave, a detailed itinerary and a written report of not less than 2,500 words shall be submitted to the Certificated Human Resources Office setting forth the teacher's reactions to the trip and a statement of the benefits received from it. These reports are due April 15 for those returning from first semester leave and November 15 for those returning from second semester and full-year leave. (A description of the trip will not satisfy the requirement.) The report shall be referred to the Sabbatical Leave Panel for appraisal.

(3) Sabbatical leaves for combined travel and study:

- (a) Personnel on sabbatical leave for travel and study shall be on continuous travel status for at least 4¹/₂ months and shall complete a minimum of twelve semester units of work during the sabbatical year. In addition, all other provisions in 8a and 8b apply.
 - (b) Personnel granted a quarter-year sabbatical leave shall complete three (3) semester units of work and travel a minimum of three weeks.
- (4) Sabbatical leaves for individual projects:

In preplanning individual projects, the applicant shall include a detailed plan, specifying:

- The way in which the project will benefit the pupils and schools in the District;
- A detailed statement of the time to be allocated to the project;
- The name and position of the supervisor or consultant; and
- A statement that the work to be done on the project will be equivalent in time spent, and in quality of work, to twenty-four semester units for a one-year sabbatical, twelve semester units for a half-year sabbatical or six semester units for a quarter-year sabbatical.

Evidence of completion of the project shall include

- A logbook or daily journal describing time spent and activities undertaken,
- Slides, photographs, or charts to show stages of development,
- Verification of completed work by advisor or consultant,
- Tangible evidence of the completed project, and
- A written report of not less than 5 pages or a 30-minute presentation to interested colleagues. This report/ presentation will include the staff member's summary of the project, a discussion of how work on the project contributed to his/her professional growth, and specific plans for how s/he will disseminate the results of the project to benefit students and other staff members in the district.

M. Catastrophic Leave Bank

The Association and the District agree to establish a Catastrophic Leave Bank, effective July 1, 1998.

1. Eligibility

- a. Unit members who have exhausted all applicable paid leaves provided for in the collective agreement, excluding differential pay, may apply for Catastrophic Leave under this Article.
- b. To qualify for Catastrophic Leave, the unit member must have suffered an illness or injury that is expected to incapacitate him/her for an extended period of time, or that incapacitates a member of the bargaining unit member's immediate family, and that incapacity requires the bargaining unit member to take time off from work for an extended period of time to care for that family member, and taking extended time off from work creates a financial hardship for the bargaining unit member because all of her or his sick leave and other paid time off has been exhausted. "Immediate family members" shall be defined in Section A of the Article.

- c. A unit member's use of Catastrophic Leave shall not exceed a cumulative maximum of ~~sixty (60)~~ **seventy-five (75)** days per unit member. Catastrophic Leave shall be taken in full day increments. The use of differential pay will follow, when appropriate, the use of the allocated Catastrophic Leave days.
- d. Participation in the Catastrophic Leave Bank is voluntary. Unit members who wish to participate will donate at least one (1) sick day upon joining. Further donations may be required when the committee calls for them. New hires will have sixty (60) calendar days from the date of hire to elect to participate: **or when Human Resources sends out the open enrollment information and timeline.** Only those who donate may receive contributions from the Bank. If a unit member decides to discontinue participation in the Bank, the unit member may rejoin during an open enrollment period during the month of October.
- e. Unit members who do not join the Bank when they first become eligible must wait until the next open enrollment period (during the month of October **or November**) to join, ~~and they will not be eligible to receive a contribution from the Bank until the subsequent school year.~~

2. Catastrophic Leave Bank Committee

- a. A Catastrophic Leave Bank Committee shall be established that includes three (3) unit members appointed by the Association and two (2) members appointed by the District. The Committee shall be responsible for administering the Catastrophic Leave Bank in accordance with this Agreement and applicable state law. The Committee's duties are:
 - (1) Receiving leave requests
 - (2) Verifying the validity of requests
 - (3) Approving or denying requests
 - (4) Communicating the Committee's decisions to affected unit members and the District
 - (5) Soliciting donations of sick leave from eligible unit members as needed
 - (6) Reviewing special circumstances of a member that prohibit him or her from donating additional days in order to continue as a member of the Bank and
 - (7) Accepting donations of days of sick leave for the Bank from unit members who wish to donate in the name of a colleague. This constitutes immediate membership in the Bank. The donated days will not increase the maximum number of days the individual may receive.
- b. The Committee shall designate one of its members as Chairperson.
- c. The Committee will establish appropriate record-keeping procedures, including the total number of accumulated days in the Bank and the names of participating members.
- d. The Committee shall keep all records confidential and shall not disclose the nature of any illness except as is necessary to process the request for leave and appeals of denials.
- e. Catastrophic Leave requests shall only be approved by a majority vote of the Committee.

3. Application Procedure

- a. A unit member who wishes to use Catastrophic Leave shall submit a request on the appropriate form to the Catastrophic Leave Bank Committee, stating the facts that support his/her need for Catastrophic Leave. Each request for a withdrawal from the

Bank or extension of a withdrawal must be accompanied by medical verification of the need for the leave.

- b. The Committee shall review the unit member's application and make its decision within a reasonable period of time.
- c. When the Committee determines that the unit member is eligible for Catastrophic Leave, it shall designate the number of days of eligibility. ~~No days may be granted retroactively. The Committee may approve eligibility in renewable increments not to exceed thirty (30) days.~~ If donated days of sick leave are available from the Leave Bank, they may be used by the unit member. If sufficient days are not available, the Committee may solicit donations of days from eligible unit members in accordance with this Agreement on the appropriate form approved by the Association and the District.
- d. If the Committee denies a request for withdrawal from the Bank, or an extension of withdrawal, because of insufficient days to fund the request, the Committee shall notify the unit member, in writing, of the reason for the denial.
- e. If the Committee reasonably believes that the unit member may be eligible for disability allowance or disability retirement under STRS or Social Security, the Committee may request that the unit member apply for those benefits. If the unit member refuses to submit a complete application, including medical information provided by the unit member's physician, within twenty (20) calendar days, he/she shall no longer be eligible to withdraw days from the Catastrophic Leave Bank for the pending application.
- f. The unit member shall comply with any requests for additional information from STRS or Social Security within fifteen (15) calendar days, or his/her eligibility to participate in the Catastrophic Leave Bank shall cease. If denied benefits by STRS or Social Security, the unit member must appeal, or his/her eligibility to participate in the Catastrophic Leave Bank shall cease.

4. Donations to Catastrophic Leave Bank

- a. Participating unit members may donate a maximum of three (3) days of accrued, full-time sick leave to the Catastrophic Leave Bank each school year in full day increments only, upon a solicitation by the Catastrophic Leave Bank Committee. Donations are irrevocable, and shall not be returned to unit members upon their cancellation of membership in the Bank. All contributions to the Bank are voluntary.
- b. Members of the Catastrophic Leave Bank Committee may solicit an additional day or days, depending upon need, when the bank of days drops to or below fifty (50) days. The solicitation shall be made by the Catastrophic Leave Bank Committee. A unit member's membership in the Bank may be canceled if they fail to make a donation when donations are solicited. Eligibility, if available, may only be reestablished in accordance with Section 1e.

5. Miscellaneous Provisions

- a. Unused days remaining in the Catastrophic Leave Bank shall carry over from year to year.
- b. Unit members using days granted to them from the Catastrophic Leave Bank shall not accrue any other leave provided by this Agreement or by law.

- c. Leave from the Bank may not be used for illness or disability that qualifies a unit member for workers' compensation benefits.
- d. The Catastrophic Leave Bank donations are subject to appeal to the Committee only and are not subject to review or appeal under any other procedure. Specifically, the Catastrophic Leave Bank Committee's exercise of the rights and discretion described in this Article shall not be subject to the grievance/arbitration procedure. Except for allegations that the District failed to cooperate as required by this Section, no grievance may be filed against the District alleging a violation of Section (M).
- e. If the Catastrophic Leave Bank has insufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the unit member any funds whatsoever.
- f. If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the then-current members of the Bank proportionately. In no event shall any unit member receive more sick leave days than she/he donated to the Catastrophic Leave Bank.

N. FMLA and CFRA

Unit members are eligible for leave under the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). The parties will prepare a memorandum covering the various rights and obligations, including those areas where discretion may be exercised by the District and/or employees. This will be posted on the HR website.

O. Reduced Employment

1. Prior to March 1, a unit member may request in writing reduced employment for the subsequent school year. In the event the District agrees to reduce the unit member's employment, such reduction shall be granted for not less than one (1) year nor more than five (5) years provided further that the parties mutually agree to the amount the employment shall be reduced and the date on which the unit member may elect in writing to return to the unit member's prior employment percentage. If the reduced assignment results in two teachers instructing the same students, i.e. sharing one assignment, the provisions of Article VII, Section D must be met.
2. When a unit member returns from parental leave that ends during the school year, the District will make an effort to honor a request for reduced employment status upon return, provided that:
 - a. The request for reduced employment was made before the parental leave began,
 - b. A replacement teacher satisfactory to the District is available for the parental leave and agrees to continue during the reduced employment period.
3. A unit member may renew his/her reduced employment status by completing the appropriate form in the Certificated Human Resources Office. The March 1 deadline date also applies to the renewal.
4. In the event the unit member does not elect in writing by March 1 to return to the prior employment percentage, the unit member's employment percentage shall be permanently reduced. However, the unit member and the District may mutually agree to reduce or extend within the above period of reduced employment.

P. Miscellaneous

1. Eligibility for Leave

A unit member becomes eligible for an unpaid leave of absence, with the exception of parental leave, after he/she has permanent status as defined in Education Code Section 44929.21b. He/she may apply for that leave any time after establishing permanent status.

2. Benefits

While on approved leave, a unit member shall be considered to be a member of the department or school from which he/she is on leave. Upon return, the unit member shall be given equal consideration with other members of that department or school for continued assignment in that school or department. He/she, spouse and named dependents, shall be permitted to remain in District fringe benefit programs when on unpaid leave provided that: (1) the unit member pays to the District the premium costs incurred by the District for benefits elected by the unit member going on unpaid leave; and (2) the insurance companies agree to extend that coverage.

3. Notice of Intent to Return from Leave

The unit member shall give written notice to the District of the unit member's intention to return to duties by March 1 of the year in which the leave expires; otherwise, it will be assumed that the unit member does not intend to return.