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**ARTICLE VII**

**Leaves of Absence**

**A. LEAVES OF ABSENCE (GENERAL):**

1. All provisions of this Section are controlling for the specific leaves of absence identified in Sections B. and C. of this Article.
2. Except for illness or other equally grave emergency as defined in this Article, a leave of absence will be granted only if it has been determined by the District that a competent substitute is available.
3. Discretionary leaves of absence, including personal leaves, will not normally be granted during the first and last week of the employee’s work year, nor during elementary school parent conference and/or report card periods. In addition, leaves shall not be granted to employees in middle schools and senior high schools on the traditional school year calendar during the last week of the first semester nor during the first week of the second semester. Exceptions shall be made for approved leaves for illness, grave emergency, or religious observance.  

Any leaves which might be granted during periods described above will be on a case-by-case basis and will not set precedent in future cases.
4. When approved, leaves of absence without pay for personal business, vacation or recreation shall be limited to a maximum of five (5) consecutive workdays.
5. The District shall determine procedures on employee responsibilities for application, notification, and verification regarding use of all authorized leaves of absence. Employees shall be advised of such procedures. The District shall consult with the Association prior to modification of such procedures. Upon request, the District shall annually provide to the Association a copy of all forms, procedures and Board of Education-adopted policies related to this Article.
6. **Return From Leave of Absence:**
  - a. Any employee returning within the same work year from sick leave, bereavement leave, statutory leave, judicial leave, personal necessity leave, or Family Medical Leave Act (FMLA) shall return to the same position assigned previous to the commencement of the leave.

ARTICLE VII - LEAVES OF ABSENCE (continued)

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- b. Any employee on leave as described in 6.a., for no more than one school year, who notifies the District in writing by the last duty day of that school year of his/her intent to return, and who actually returns to work on the first duty day of the next school year, shall return to the same site assigned prior to the commencement of leave.
- c. Any employee returning from a leave of absence other than as described in 6.a. and b., shall be assigned to a position where an opening exists and within the credential area and division/special service area assigned previous to the commencement of the leave. Notification of intent to return to service must be submitted on or before the first day of March by the employee who plans to return at the beginning of the first semester of the following school year, or ninety (90) days before the expiration of the leave if an employee is returning at another time during the year. Priority consideration for assignment will be given to those meeting the March 1 deadline.

**B. LEAVES OF ABSENCE WITHOUT PAY:**

- 1. Leaves of absence without pay may be granted to employees for the following purposes and when granted shall be governed by the conditions specified:
  - a. **Advanced Professional and Academic Training.** Leave shall be for no more than twelve (12) consecutive months nor more than one such leave in a seven (7) year period and this period must be coterminous with an intersession, a semester, or year.
  - b. **Service** as a member of the Peace Corps, the Job Corps, or the Domestic Peace Corps (Volunteers in Service to America). Not more than twenty-four (24) consecutive months.
  - c. **Teaching in a Foreign Country.** Leave shall be for no more than twenty-four (24) consecutive months nor more than one such leave in a seven (7) year period and this period must be coterminous with an intersession, a semester, or year.
  - d. **Travel in Foreign Country.** Leave shall be granted for a period of no longer than twelve (12) consecutive months nor more than one such leave in a seven (7) year period and this period must be coterminous with an intersession, a semester, or year.
  - e. **Rest and Recuperation.** Requires doctor's statement. No more than twenty-four (24) consecutive months.

ARTICLE VII - LEAVES OF ABSENCE (continued)

- 1 f. **Rest and Recreation.** No more than twelve (12) consecutive  
2 months.  
3
- 4 g. **Child Care.** May be granted to either or both parents only  
5 immediately following maternity leave or adoption plus a period  
6 coterminous with a semester, a school year, or the conclusion of an  
7 intersession, provided the employee notifies Certificated Personnel at  
8 least three weeks prior to the beginning date of the leave. A second  
9 consecutive year of child care leave may be granted upon the request  
10 of the employee. In the event of unforeseen circumstances of a  
11 serious nature related to family need the employee is eligible to apply  
12 for a leave of absence without pay under Section B.1.n. of this  
13 Article.  
14
- 15 h. **Military Service.** As provided in the Education Code and the  
16 Military and Veterans Code.  
17
- 18 i. **Work Experience.** No more than twelve (12) consecutive months.  
19 The work experience must be directly related to the employee's job  
20 responsibilities.  
21
- 22 j. **Disability.** Granted to an employee who has been approved by the  
23 State Teachers Retirement System/Public Employees Retirement  
24 System to receive a disability allowance. The period of such leave  
25 will be the term of the disability but not more than thirty-nine (39)  
26 months from the date of approval of the disability allowance.  
27
- 28 k. **Position Leave.** Granted to an employee assigned to serve in a  
29 specially funded program.  
30
- 31 l. **Teach in Another School District** outside a radius of one hundred  
32 fifty (150) miles from the LBUSD (as measured from the  
33 administration offices). No more than twelve (12) consecutive  
34 months nor more than one such leave in a seven (7) year period.  
35
- 36 m. **Family Medical Leave Act (FMLA).** As provided for in statute; for  
37 example, to care for him/herself, a child, parent, or spouse with a  
38 serious health condition. Health care provider certification may be  
39 required. See employee notification at work site for additional  
40 information.  
41
- 42 n. **Other reasons** which are deemed sufficient by the Board of  
43 Education.  
44
- 45 2. Probationary, temporary, and special contract employees are eligible for only  
46 the following unpaid leaves: rest and recuperation; child care; military

ARTICLE VII - LEAVES OF ABSENCE (continued)

1 service; disability; family medical leave (if employed at least one complete  
2 year); and in the most extraordinary circumstances, leaves for other reasons  
3 deemed sufficient by the Board of Education.  
4

5 3. Current STRS/PERS regulations state that employees who are on unpaid  
6 leave of absence do not earn retirement credit. Use of reduced pay or unpaid  
7 leave of absence reduces the employee's STRS/PERS service credit for that  
8 year. STRS/PERS service is credited in proportion to the amount an  
9 employee actually receives in compensation compared to the amount that  
10 employee would have received had he/she been compensated for the full year  
11 (earned divided by the total earnable).  
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13 C. LEAVES OF ABSENCE WITH PAY:  
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15 1. **Bereavement Leave.** Employees are entitled to leaves of absence, not to  
16 exceed three (3) days (five [5] days if a funeral is attended out of state or  
17 more than two-hundred [200] miles one way is traveled) as a result of the  
18 death of any member of the immediate family. Bereavement leave is non-  
19 cumulative and shall be taken only sequentially and immediately following  
20 the death of a member of the immediate family. No deduction shall be made  
21 from the salary of the employee, nor shall the leave be deducted from leave  
22 granted in other sections of this Article. Members of the immediate family  
23 include mother, step-mother, father, step-father, grandmother, grandfather, or  
24 grandchild of the employee or of the spouse of the employee; and the spouse,  
25 son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister,  
26 sister-in-law, of the employee or of the spouse of the employee; or any person  
27 having a principal place of residence in the immediate household of the  
28 employee. Employees who take bereavement leave shall be responsible for  
29 following all notification procedures as per Section A.5. of this Article.  
30

31 2. **Imminent Death Leave.** Certificated employees under contract are entitled  
32 to two (2) days (non-cumulative) imminent death leave at full pay during  
33 each fiscal year. This type of leave may be authorized in case of accident or  
34 critical illness of a member of the immediate family (as defined in paragraph  
35 1. of this Section) when death of the family member is imminent.  
36

37 3. **Sick Leave:**  
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39 a. Sick leave entitlement shall be received and deducted in the same  
40 manner. For payroll computation:  
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42 .5 day = 4 hours leave  
43 1.0 day = 8 hours leave  
44 5.0 days = 40 hours leave  
45 10.2 days = 81.60 hours leave  
46 10.5 days = 84.00 hours leave

ARTICLE VII - LEAVES OF ABSENCE (continued)

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- b. For each school year of service every employee employed five (5) days a week shall be entitled to the following leave of absence with full pay for illness or injury:  
  
204-day employees: 10.2 days (81.60 hours)  
212-day employees: 10.5 days (84.00 hours)  
  
Sick leave may be deducted in one-half (1/2) hour increments.
  
- c. An employee in less than a full-time assignment and/or employed for less than a full contract year shall receive and have sick leave deducted in direct proportion to the percentage of the assignment; e.g., an employee with a fifty (50) percent assignment shall earn or have deducted .5 (four [4] hours) of sick leave.
  
- d. One (1) hour of sick leave is granted for each eighteen (18) hours an employee has worked in an hourly assignment, including summer school and intersession assignments. Accumulated hourly sick leave may be used for absences in any hourly assignment, except that during the first and last week of summer school leave for compelling personal reasons will not be granted and teachers should expect to be required to provide doctor's verification of illness absences. Contract sick leave may not be used for absences in an hourly assignment. If an employee serving in a contract assignment has exhausted his/her contract sick leave, accumulated hourly sick leave may be used prior to statutory sick leave.
  
- e. An employee who claims sick leave may be required to execute a certificate or declaration to the effect that he/she was actually ill or injured on that day(s) before such sick leave may be paid.  
  
Sick leave shall not normally be taken for minor elective or cosmetic surgery. Exceptions may be approved by the district physician.
  
- f. When the District determines that an employee's health condition may be impairing job performance, Human Resource Services shall have authority to direct the employee to have a medical examination by the district physician, by a District-appointed physician at District expense, or by an employee-selected physician approved by the district physician and to be paid by the employee.
  
- g. If a certificated employee under contract does not take the full amount of sick leave allowed in any school year, the amount not used is accumulated from year to year, and accrued sick leave is credited toward time served for retirement purposes.

ARTICLE VII - LEAVES OF ABSENCE (continued)

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- h. An employee's sick leave record is open to the employee's inspection upon request to the site payroll clerk. Sick leave accumulation shall be reported on each quadriweekly pay warrant.
  - i. Any bargaining unit member suffering from a catastrophic illness or injury who has exhausted all accrued sick leave may request sick leave donations under the Sick Leave Donation Program. A request to participate is submitted to the employee's principal/site administrator. Procedures for both the receipt and distribution of donated sick leave are provided as part of the Sick Leave Donation Program, which is Appendix G in this contract.
4. **Personal Necessity Leave:** (Use of Sick Leave for personal necessity.)
- a. Every employee shall be permitted to use not more than seven (7) days of sick leave per fiscal year for personal necessity (Education Code, Section 44981) consisting of the reasons listed in (1) through (8) below.
    - (1) Death of a member of the immediate family as defined in Section C.1. above. (This is in addition to normal bereavement leave.)
    - (2) Accident involving the employee's person or property, or the person or property of a member of the immediate family, as defined in Section C.1. above. Such accident must a) be serious in nature, b) involve circumstances the employee cannot be expected to disregard, and c) require the attention of the employee during assigned hours of work.
    - (3) Appearance in court as a litigant. (The employee must return to work in cases in which it is not necessary to be absent more than half of the regular workday.)
    - (4) Appearance as witness under an official order for which salary is not allowed. Each date of necessary attendance under such an order, other than the date specified in a subpoena, shall be certified by the clerk or other authorized officer of the court or governmental jurisdiction. In any case in which a witness fee is payable, such fee shall be collected by the employee and remitted to Financial Services. (The employee must return to work in cases where it is not necessary to be absent more than half the regular workday.)
    - (5) Paternity.

ARTICLE VII - LEAVES OF ABSENCE (continued)

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- (6) Illness in the immediate family of the employee as defined in Section C.1. above.
- (7) Home protection in the event of a natural catastrophe, such as flood or fire.
- (8) Compelling Personal Reasons. Maximum of five (5) days per fiscal year upon twenty-four (24) hours prior notice of the absence to the appropriate manager; for business or other activity of serious and compelling personal importance that cannot be conducted before or after the workday. Such absences will not be approved on days immediately before or immediately after a District calendared holiday unless the employee notifies the appropriate manager at least forty-eight (48) hours in advance and provides the job number and the name of the person who has been confirmed to substitute for them.

b. Where possible, and with the exception of (8) above, employees shall notify the site manager not later than 2:00 p.m. on the day prior to the workday when leave is to be taken.

- 5. **Statutory Sick Leave.** If all regular and cumulative sick leave has been exhausted and a certificated employee under contract continues to be absent on account of illness or accident, the employee shall be entitled to an additional period of five (5) school months (one hundred [100] days) per each illness or accident. Compensation to the employee for each of these one hundred (100) days shall be at a rate of one-half (1/2) of the employee's daily rate. An employee shall not be provided more than one (1) five (5) month period per illness or accident. However, if a school year terminates before the five (5) month period for the same illness is exhausted, the employee may take the balance of the five (5) month period during the subsequent school year. If an employee, having exhausted all available sick leave, continues to be absent on account of illness or accident beyond the five (5) month period and the employee is not medically able to resume the duties of his or her position, the employee, if not placed in another position shall be placed on a reemployment list for a period of twenty-four (24) months if the employee is on probationary status or for a period of thirty-nine (39) months if the employee is on permanent status. The twenty-four (24) month or thirty-nine (39) month period shall commence at the expiration of the five (5) month period. When the employee is medically able during the twenty-four (24) month or thirty-nine (39) month period, the employee shall be returned to employment in a position for which he or she is credentialed and qualified.
- 6. **Holidays and Student Vacation Periods:** A schedule of non-paid holidays and student vacation periods shall be as set forth in the school calendar.

ARTICLE VII - LEAVES OF ABSENCE (continued)

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7. **Industrial Injury and Illness Leave:**

- a. Certificated employees who are absent from duty because of industrial injury or illness and who qualify under the provisions of the workers' compensation insurance law are allowed, for each injury or illness, full salary from the first day of absence to and including the last day of absence for the illness or injury, except that not more than sixty (60) working days of leave are allowed for any one injury or illness. Allowable leave under this Section may not be accumulated from year to year.
- b. Payment on any day during industrial injury or illness, when added to compensation granted an employee under the workers' compensation laws of California, shall not exceed the normal wages for the day's primary assignment.
- c. If an employee is still receiving workers' compensation insurance benefits after entitlement to industrial injury or illness leave is exhausted, he/she shall be placed on regular sick leave, vacation leave, or statutory leave.
- d. Industrial injury or illness leave is reduced by one (1) day for each day of authorized absence, regardless of any compensation paid under workers' compensation.
- e. If the employee is no longer receiving workers' compensation insurance benefits, but is still unable to return to work as determined by the district physician, he/she is then placed on regular sick leave or other leave, as provided by this Agreement.  
  
When the employee goes on one of these types of leave while receiving workers' compensation insurance benefits, he/she is entitled to only such payment as will provide full pay for the primary assignment when added to workers' compensation insurance benefits.
- f. Before salary payments are made to an employee absent because of industrial injury or illness, a report of the illness or injury must be filed in the office of Risk Management.
- g. After expiration of paid leave, an employee who is unable to return to work as determined by the district physician may be granted additional leave without pay for one (1) year. Such leave may be extended for one (1) additional year for sufficient cause.

ARTICLE VII - LEAVES OF ABSENCE (continued)

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- h. Periods of leave under this regulation, either paid or unpaid, shall not be considered to be a break in the service of the employee, except that days of absence may cause a break in progress toward tenure.
- i. An employee receiving benefits under the provision of this regulation may not leave the state of California without the authorization of the Board of Education.
- j. During all paid leaves of absence the employee must endorse benefit checks received under state workers' compensation laws to the District. The District will issue to the employee appropriate warrants and payments of wages or salary and shall deduct normal retirement and other authorized deductions. If combined payments under this regulation total less than the normal full salary, as in the case of an employee on statutory leave, the employee is not required to endorse to the District benefit checks received under workers' compensation laws. For income tax purposes, the District will notify employees of the amount of disability income paid to the employee for the year.

8. **Maternity Leave.** A leave of absence for maternity shall be granted for the period of time that the employee is physically unable to perform the duties required of her position as certified by her personal physician and approved by the district physician. Maternity leave is charged to sick leave balances; if current, accumulated, and statutory sick leave benefits are exhausted within the period of physical disability, the remaining time that the employee continues on maternity leave shall be in a leave-without-pay status. Additional leave without pay may be granted prior to or following the period of physical disability.

The employee shall notify the appropriate manager of her pregnancy and furnish a doctor's statement which indicates the estimated date of confinement and certifies that the employee's condition permits continued performance of all duties related to her regular assignment. In the event that the employee appears to be unable to continue to perform all duties related to her regular assignment at any time prior to the defined period of disability, the immediate manager may request a review by the district physician of the period of disability.

The usual period of confinement following the birth of a child is considered to be six (6) weeks. If the employee's condition varies from the usual in that she is able to resume performance of all duties related to her regular assignment at an earlier date (or if it is necessary to extend the leave beyond six (6) weeks), the employee shall present the appropriate manager with a statement from her attending physician which describes her condition and the estimated length of absence. The employee must obtain and furnish appropriate forms from her physician, and deliver them completed by the

ARTICLE VII - LEAVES OF ABSENCE (continued)

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physician, to her principal or other manager. At least three (3) weeks prior to the estimated date of return to active employment, the employee shall notify the appropriate manager. When the employee is cleared by her personal physician to return to work, she shall submit the required health form to the district physician for review.

9. **Adoption of a Child.** The District shall grant a leave of absence for the purpose of adopting a child under the age of six (6) years except in the case of a special needs child, the age of the child shall not be a consideration.

- a. Adoption leave is charged to sick leave balances; if current accumulated, and statutory sick leave benefits are exhausted in the course of this leave, the remaining time that the employee continues on leave shall be in a leave-without-pay status.
- b. The maximum length of an adoption leave shall be six (6) weeks in length.
- c. In advance of the adoption, the employee shall notify the appropriate manager of the anticipated beginning and ending dates of the absence.
- d. Following the adoption the employee shall provide to the appropriate manager written verification of significant dates in the adoption process.

10. **Judicial Leave.** A paid leave of absence shall be granted to an employee required to render jury service. If an employee is summoned to appear for jury duty during his/her work year, the employee shall, upon verification of service, be compensated. In the interests of supporting continuity of instruction, both the Association and the District encourage employees to postpone jury duty to a time outside of their work year. If an employee receives such a postponement, the District, upon receipt of verification, shall compensate the employee at a rate of \$75 per day for jury duty served outside of the employee's work year.

Paid leave shall be granted to an employee required to appear as a witness in a court in a manner prescribed by law, except when required to appear as a litigant, for reasons brought about through connivance or misconduct of the employee, or as a result of current employment outside the Long Beach Unified School District.

The employee shall submit a written request for an approved leave of absence as soon as practical after her/his knowledge of such required service.

Employees who are released from appearance in court as witnesses, jurors, or

ARTICLE VII - LEAVES OF ABSENCE (continued)

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following appearance to explain financial hardship shall report for the balance of the workday, allowing for reasonable travel time.

11. **Educational Meeting Leave.** Upon application and approval by the appropriate manager, an employee may be granted leave of absence with pay to attend a meeting directly related to the employee's job responsibilities.

12. **Sabbatical Leave.** The District shall provide for granting sabbatical leaves of absence to a limited number of full-time employees who have satisfactorily served seven (7) consecutive years and otherwise qualify. An employee eligible for sabbatical leave pursuant to Education Code, Section 44967, may make application to the Office of the Assistant Superintendent, Human Resource Services.

a. The applicant who requests sabbatical leave for study must submit a program of study which includes a full academic load as defined by the institution of residence but not less than nine (9) graduate semester units or twelve (12) undergraduate semester units. Within sixty (60) days after returning to duty, the employee must submit a transcript of work completed and grades earned.

b. The applicant who requests a sabbatical leave to travel must submit a detailed statement of a proposed itinerary in one or more foreign countries or travel within the United States. Travel must be related to the school work of the employee on sabbatical leave who shall submit a brief summary of his/her experience.

c. An applicant who requests sabbatical leave shall agree in writing to render a period of service in the employ of the governing board of the District following his/her return from the leave of absence which is equal to twice the period of the leave.

d. Compensation shall be paid to an employee while he or she is on sabbatical leave upon the furnishing by the employee of a suitable bond indemnifying the governing board of the District against loss in the event the employee fails to render the agreed upon service following the return of the employee.

e. No sabbatical leave shall be granted until the Assistant Superintendent, Human Resource Services, is satisfied that a suitable provision can be made for carrying on the applicant's work during his/her absence.

f. The District shall provide for sabbatical leaves not to exceed one-quarter (1/4) of one (1) percent of the total number of bargaining unit members per year. The District may provide for sabbatical leaves not

ARTICLE VII - LEAVES OF ABSENCE (continued)

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to exceed one-half (1/2) of one (1) percent of the total number of bargaining unit members per year.

g. Compensation for teachers on leave shall be one-half (50%) of the salary the person would have received had he/she remained in active service.

h. The District shall pay fifty (50) percent of the employee's health and benefit premiums for the one (1) semester or one (1) year period the employee is on leave.