

Article 7 - Leaves

7.1 General Procedures for Absences and Leaves

7.1.1 Daily Absences

7.1.1.1 It shall be the responsibility of each bargaining unit member to report each period of absence as prescribed by the District and to complete the appropriate District forms.

7.1.1.2 If the bargaining unit member fails to cancel a substitute and it results in both the bargaining unit member and a substitute reporting for the day's work, the employee's pay shall be deducted the amount paid the substitute.

7.1.2 Long-Term Leaves

7.1.2.1 Unpaid long-term leaves shall not exceed one school year; however, extensions may be granted at the discretion of the Board of Education.

7.1.2.2 Requests for long-term leaves shall be in writing and shall state the reasons for the request and the period of time desired.

7.1.2.3 Requests for leave of absence for the subsequent full school year or the first half of the subsequent year must be submitted to the Chief Personnel Officer/designee on or before May 1. Requests for leave of absence for the second half of the year must be received on or before November 1.

7.1.2.4 A bargaining unit member on a long-term leave shall provide written notice to Personnel Services on or before February 1 of that school year of his/her intention to return to District Service.

Failure to notify the District shall be deemed to constitute a resignation on the part of the bargaining unit member, such resignation may be accepted by the Board of Education at any time within twenty (20) days after the due date of the required notification by the bargaining unit member.

7.1.2.5 The February 1 deadline may be extended in case of serious illness which causes the bargaining unit member to be unable to communicate with Personnel Services. The bargaining unit member shall communicate as soon as physically possible.

7.1.2.6 Upon returning from leave, the bargaining unit member will be placed in a similar position where possible and any change will follow the procedures delineated in Article 8 – Transfer and Reassignment of Personnel.

7.3 Personal Leave

Where the Board of Education finds it is not detrimental to the educational welfare of the students, leave without pay up to one year shall be granted for the purposes outlined below.

7.3.1 Medical Reasons

7.3.1.1 Each of the following reasons require verification by a medical provider prior to the leave and clearance by a medical provider before returning to work.

- A) When Extended Illness Leave is exhausted.
- B) At the request of the bargaining unit member even though sick leave and Extended Illness Leave are not exhausted.
- C) Non-disabling condition pertinent to the well-being of the individual.

7.3.2 Peace Corps.

7.3.3 AmeriCorps VISTA.

7.3.4 To campaign for or hold public office.

7.3.5 To engage in activity of self-improvement or self-renewal as it relates to the bargaining unit member's present or future assignment.

7.3.6 To care for a sick member of the immediate family. This leave shall require verification by a medical provider.

7.4 Sick Leave

7.4.1 Each bargaining unit member employed on full-time contract shall be entitled to ten (10) days leave of absence each year for illness or injury.

Each bargaining unit member employed on a full-time contract, who works an extended year of an additional twenty (20) days or more, shall be entitled to one (1) additional day of leave for illness/injury. This language applies to year-round education personnel extending a regular assignment.

7.4.2 Bargaining unit members working less than ten (10) months of a school year shall be entitled to sick leave on a pro rata basis.

7.4.3 Accumulation of personal sick leave is unlimited and shall be transferred from the immediate former California district through the completion of the TUSD request process.

7.4.4 A bargaining unit member absent on account of illness or injury shall, on the first day after returning to duty, complete the District leave form and submit it to his/her immediate supervisor.

7.4.5 The District shall make available to each bargaining unit member a statement of his/her accrued sick leave status by November 1 of each school year.

7.5 Extended Illness Leave

7.5.1 When a bargaining unit member is absent on account of illness or injury in excess of the number of accumulated sick leave days provided in Section 7.4, the bargaining unit member shall be granted Extended Illness Leave. While on this leave there shall be deducted from the salary due the employee the sum which shall actually have been paid or be payable to a substitute employee.

7.5.2 Extended Illness Leave shall not exceed five (5) school months (100 work days). The five (5) month period commences on the day following the expiration of sick leave earned for the current year. Entitlement to five months Extended Illness Leave is a separate entitlement for each school year.

7.6 Emergency Family Illness Leave

7.6.1 Emergency leave with pay for a serious or critical illness, injury, or birth of a child to a member of the immediate family may be granted for a maximum of two (2) days per year. The emergency must be of a nature that the immediate presence of the bargaining unit member is required during his/her regular workday. Application for use of this leave shall be submitted to Personnel Services.

7.7 Personal Necessity Leave

7.7.1 A maximum of seven (7) days of accumulated leave may be used in any year for Personal Necessity Leave, including situations of a highly personal nature. Personal Necessity Leave shall be limited to circumstances that are serious in nature and that the bargaining unit member cannot reasonably be expected to disregard, and that necessitate immediate attention, and cannot be taken care of after work hours or on weekends.

7.7.2 Deduction From Sick Leave

Personal Necessity Leave Days shall be deducted from Sick Leave Days. In order to be granted paid leave, a bargaining unit member must have sufficient sick leave days credited to him/her.

7.7.3 Procedure

7.7.3.1 The bargaining unit member shall give prior notification to his/her immediate supervisor.

7.7.3.2 The bargaining unit member shall not be required to provide advance notification for leave taken for any of the following reasons:

- A) Death or serious illness of a member of the bargaining unit member's immediate family.
- B) Accident involving the bargaining unit member's person or property or the person or property of a member of the bargaining unit member's immediate family.
- C) In other emergencies, where prior notification is impossible to provide.

7.7.4 Qualifying Events

The following are those events which may be used as a basis for using Personal Necessity Leave:

7.7.4.1 Extension of Family Illness or Bereavement

The illness or death of the bargaining unit member's immediate family. This benefit is in addition to any days of paid leave under Bereavement Leave.

7.7.4.2 Accident

An accident involving the bargaining unit member's person or property or the property of a member of his/her immediate family as defined in 7.11.2 above which is serious and requires the attention of the bargaining unit member during his/her assigned hours of service.

7.7.4.3 Parental

Birth of a child to a bargaining unit member.

7.7.4.4 Adoption

Adoption of a child by the bargaining unit member.

7.7.4.5 Religious Holidays

Holidays of the bargaining unit member's religion.

7.7.4.6 Imminent Danger to Home(s)

Imminent danger to the home of the bargaining unit member occasioned by a disaster such as flood, fire, or earthquake.

7.7.4.7 Court Appearance as a Litigant

- A) Each day in court shall be certified by the clerk or other authorized officer of the court.
- B) Any fees paid to the bargaining unit member shall be endorsed to the District.
- C) The bargaining unit member must return to his/her work location whenever he/she is not required to be in court for the entire day.

For information on Legal/Jury Leave, see 7.13

7.7.4.8 Meeting as Elected Public Officials

Such meetings as elected public officials as school board members, city councilmen, water board members, etc., which are not full-time positions, shall qualify under the designation of personal necessity for leave purposes.

7.7.4.9 Meeting of Appointed Officials

Such meetings of appointed officials of public service agencies, government agencies, and quasi-governmental agencies which are not full-time positions shall qualify under the designation of personal necessity for leave purposes provided the Superintendent determines that a benefit will accrue to the District by granting such leave.

7.7.4.10 Temporary Situations of a Highly Personal Nature

Temporary situations of such highly personal nature, that no other individual could replace the bargaining unit member and the reasons for which the bargaining unit member would not be reasonably expected to divulge to any representative of the District.

7.7.4.11 To attend school activities of their own child(ren).

7.7.5 Other Conditions

- 7.7.5.1 If the request for Personal Necessity Leave under subsections 7.7.4.1 through 7.7.4.11 is denied, the bargaining unit member may appeal the decision to the Superintendent/ designee.

- 7.7.5.2 Teachers should request substitutes in the usual manner.
- 7.7.5.3 Bargaining unit members, upon returning from Personal Necessity Leave, shall complete the District absence form. The bargaining unit member's signature on the form shall confirm that Personal Necessity Leave has not been used for any of the following reasons:
 - A) Extensions of weekends, holidays, or vacations.
 - B) Recreational purposes.
 - C) Participation in any declared or undeclared work stoppage.
 - D) Purposes other than those stated on the Leave Request Form.

7.8 Pregnancy Disability Leave

- 7.8.1 Pregnancy disability leave of absence shall be granted to a bargaining unit member in the same manner as Sick Leave (Sections 7.4 and 7.5).
- 7.8.2 Pregnancy disability leave shall be used when a bargaining unit member is unable to continue to perform assigned duties because of temporary disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from.
- 7.8.3 Such leave shall not be used for preparation for childbearing, childcare, or child rearing, but shall be limited to those temporary disabilities as set forth 7.8.2.
- 7.8.4 Accrued sick leave shall be used by the bargaining unit member for the period of disability leave time specified by the attending physician.
- 7.8.5 The beginning and ending date(s) shall be determined by the bargaining unit member and by the unit member's attending physician.
- 7.8.6 A physician's medical note verifying the need for pregnancy disability leave and the expected beginning and ending dates and a "Leave of Absence Request Form" shall be submitted to Personnel Services as early as possible prior to the beginning date of the leave.

Any revisions to beginning and ending dates shall be submitted to Personnel Services on a physician's medical note.
- 7.8.7 Upon completion of the pregnancy disability leave, a medical release to return to work should be submitted to Personnel Services.
- 7.8.8 In the event the bargaining unit member wishes to have a leave in excess of the period of physical disability, such leave may be granted and shall be granted in

accordance with the law. Bargaining unit members may apply for other leaves provided in this Article.

7.9 Preparation for Child-Bearing Leave

7.9.1 Preparation for child-bearing leave without pay may be granted to bargaining unit members upon written request.

7.9.2 Request for preparation for child-bearing leave shall be submitted by the bargaining unit member to Personnel Services, prior to the requested beginning date of the leave.

7.9.3 Such leave shall be for not more than the balance of the current school year.

7.10 Child Care Leave

7.10.1 Child Care Leave without pay may be granted to bargaining unit members upon their written request. No bargaining unit member shall be discriminated against applying this section on the basis of sex or marital status.

7.10.2 A request for Child Care leave shall be submitted to Personnel Services prior to the beginning date of the leave.

7.10.3 Child Care Leave without pay may be granted to a bargaining unit member adopting a child. A written request shall be submitted to Personnel Services as early as possible prior to receiving custody of the child.

7.10.4 Such leave will be not for more than the balance of the current school year.

7.11 Bereavement Leave

7.11.1 A bargaining unit member shall be allowed a leave of absence not to exceed three (3) days or five (5) days if travel in excess of 200 miles one way is required when absence is occasioned by reason of death in the immediate family of the bargaining unit member. No deduction shall be made from the salary of the bargaining unit member nor shall such leave be deducted from leave granted for other purposes.

7.11.2 The following individuals related to the bargaining unit member or the spouse/registered domestic partner of the bargaining unit member shall be deemed members of the immediate family.

<ul style="list-style-type: none"> • spouse/registered domestic partner • child (including miscarriage) • step-child • parent • step-parent • grandparent • grandchild • sibling 	<ul style="list-style-type: none"> • daughter-in-law • son-in-law • brother-in-law • sister-in-law • aunt • uncle • niece • nephew 	<ul style="list-style-type: none"> • any person living in the immediate household of the bargaining unit member
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7.11.3 In the event that a bargaining unit member has exhausted available annual personal leave, they may apply for the use of their accumulated sick leave, not to exceed a total of three (3) days, or five (5) days if travel in excess of two hundred (200) miles one way is required, for the loss of a person of significance not listed in 7.11.2. Application for the use of this leave shall be submitted to Personnel Services.

7.12 Industrial Accident and Illness Leave

7.12.1 Industrial Accident and Illness Leave shall be granted in accordance with provisions of this procedure for injury or illness incurred within the course and scope of the unit member's assigned duties.

7.12.2 In order to qualify for Industrial Accident or Illness Leave coverage, a unit member claiming such leave shall be subject to examination by a District-approved physician to verify the bargaining unit member's condition and to evaluate any claims.

7.12.3 A bargaining unit member shall be permitted to return to service after an Industrial Accident or Illness Leave only upon presentation of a release from the District-approved physician and from the treating physician certifying such return is without restrictions and without detriment to his/her physical and emotional well-being.

7.12.4 A bargaining unit member who has sustained a job-related injury or illness shall report the injury to the immediate supervisor on the District Accident Report Form no later than the next scheduled workday following the accident or as soon as reasonably possible.

7.12.5 Allowable leave shall be for not more than sixty (60) days during which the schools of the District are required to be in session or when the bargaining unit member would otherwise have been performing work for the District for the same illness or accident. If the same illness or injury extends into the next fiscal year, the unit member shall be allowed to use only the amount of leave remaining from the previous fiscal year. Allowable leave shall not be accumulated from year to year.

- 7.12.6 Industrial Accident or Illness Leave shall commence on the first day of absence, and shall be charged one day for each day of authorized absence regardless of a temporary disability indemnity award.
- 7.12.7 During any industrial paid leave of absence, the bargaining unit member shall endorse to the District the temporary disability indemnity checks received on account of the industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of salary less normal deductions.
- 7.12.8 Upon conclusion of the industrial paid leave, the bargaining unit member may utilize any available sick leave benefits. However, any sick leave utilization, when combined with any temporary disability indemnity, shall not result in payment of more than full salary. For sick leave purposes, the absence under this procedure shall be deemed to have commenced on the date of termination of the industrial paid leave.

7.13 Legal/Jury Leave

- 7.13.1 Leave with pay shall be granted for appearance in court as a non-litigant in response to a subpoena duly served. Any salary received from court shall be paid to the District. A copy of the subpoena shall be filed with the Personnel Services Office and, if a case continues more than one day, a certificate from the court clerk shall be filed verifying that the presence of the person was required for the additional days.
- 7.13.2 For jury duty, a bargaining unit member shall be granted leave with pay. Any fee, except travel allowance, paid to the bargaining unit member for jury duty shall be remitted to the District.
- 7.13.3 Bargaining unit members summoned for jury duty for any workday who elect to postpone jury duty to any non-workday shall be compensated at the long-term substitute rate for each non-workday of jury service, not to exceed fifteen (15) days per jury summons. District compensation for cases lasting more than fifteen (15) days shall be subject to approval by the Chief Personnel Officer.

To receive such compensation, the bargaining unit member shall 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 employee for jury duty shall be remitted to the District.

7.14 Legislative Leave

- 7.14.1 A bargaining unit member who is elected to the State Legislature shall be entitled to an unpaid leave of absence for the length of the bargaining unit member's term or terms in office.

- 7.14.2 During the term of such leave of absence, the bargaining unit member may be employed by the District to perform such less than full-time service requiring certification qualifications, for such compensation and such terms and conditions, as may be mutually agreed upon.
- 7.14.3 Such absence shall not affect in any way the classification of such bargaining unit member.
- 7.14.4 Within six (6) months after the term of office of such bargaining unit member expires, the bargaining unit member shall be entitled to return to a similar position, exclusive of any extra duty assignments, held by him/her at the time of his/her election.

The unit member shall be placed on the salary schedule at the step and column on which the unit member would have been entitled had he/she not absented himself/herself from the services of this District.

7.15 Sabbatical Leave

- 7.15.1 A Sabbatical Leave may be granted to a bargaining unit member. Such leave is for specified study or travel which will benefit the schools and students of the District, as determined by the Board of Education.
- 7.15.2 The following conditions shall apply:
 - 7.15.2.1 Sabbatical Leave shall be limited to two (2) consecutive semesters, both to occur during the same school year.
 - 7.15.2.2 The bargaining unit member shall have rendered service for at least seven (7) consecutive years, and not more than one such leave of absence shall be granted in each seven (7) year period.
 - 7.15.2.3 Compensation shall be fifty (50%) percent of the regular salary of the bargaining unit member.
 - 7.15.2.4 During the leave, compensation shall be paid monthly after the bargaining unit member files a suitable bond with Board of Education to indemnify the Board in case the bargaining unit member does not return to his/her position. The bargaining unit member shall be obligated to serve one (1) full school year in the District after returning from Sabbatical Leave. The bond shall be held for the one (1) year period following return from Sabbatical Leave. Such bond shall be exonerated in the event the bargaining unit member's failure to render the one (1) year of service is caused by death or mental or physical disability of the bargaining unit member.

- 7.15.2.5 The bargaining unit member shall submit a written proposal to the Superintendent/ designee, which is specific in outlining the proposed program and the manner in which it meets the Sabbatical Leave criteria. The proposal must be submitted at least two (2) months prior to the date of required final approval.
- 7.15.2.6 At the expiration of a Sabbatical Leave, the bargaining unit member who has been granted such leave shall be reinstated (unless he/she agrees otherwise) in the same or similar position held at the time the leave was granted, provided that conditions have not subsequently arisen which would have necessitated a change of the bargaining unit member's position and/or location had no Sabbatical Leave been taken.
- 7.15.2.7 Interruption of the program of study or travel while on Sabbatical Leave, caused by serious accident or illness, evidence of which is satisfactory to the District shall not adversely affect the compensation to be paid the bargaining unit member under terms of the Sabbatical Leave, provided, however, that the District has been promptly and properly notified of such a contingency by registered letter, mailed within ten (10) calendar days of such accident or illness.
- 7.15.2.8 A bargaining unit member returning from Sabbatical Leave will receive the same progressive advancement on the salary schedule as he/she would have received had he/she remained in active service in his/her regular position.
- 7.15.2.9 "Additional compensation" is compensation for services or employment during the period of Sabbatical Leave other than compensation granted by the Tustin Unified School District. Additional compensation which exceeds an amount equal to the leave salary shall be deducted from the leave salary, so that the bargaining unit member's total sabbatical income from the District and other sources shall not exceed his/her regular income from the District.
- 7.15.2.10 Additional assistance, scholarships, grants, and fellowships from District - recognized sources for study shall not constitute additional compensation in the meaning of the above paragraph. It shall be the policy of the Tustin Unified School District to encourage the bargaining unit members to seek such assistance.
- 7.15.2.11 Contributions toward the elected retirement system of the bargaining unit member shall be made on the prorated Sabbatical Leave compensation.

7.16 Military Leave

7.16.1 Military leave shall be granted in accordance with applicable state and federal law to bargaining unit members performing military duties on a voluntary or involuntary basis in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, examination to determine fitness for duty, and performance of funeral honors duty, consistent with the Uniform Services Employment and Reemployment Rights Act (38 United States Code 4301) and California Education Code section 48800.

7.17 California Family Rights Act (CFRA) and Family and Medical Leave Act (FMLA)

Qualifying bargaining unit members are eligible for various leaves under CFRA and FMLA.

Qualifying bargaining unit members are eligible for paid leave under CFRA, pursuant to California Education Code 44977.5

7.18 Catastrophic Leave Program (Program)

7.18.1 Definitions

7.18.1.1 A “catastrophic illness or injury” shall be defined as an illness or injury that is expected to incapacitate the bargaining unit member for an extended period of time, and taking extended time off work creates a financial hardship for the bargaining unit member because he or she has exhausted all accumulated sick leave.

7.18.1.2 The following shall not be eligible for use of the Program:

- Conditions or illness resulting from the commission of a crime
- Elective cosmetic surgery
- Diagnosis of “stress”
- Illnesses/injury covered under the Workers Compensation Program

7.18.1.3 A "day of catastrophic leave" shall be defined as the amount of dollars necessary to augment the bargaining unit member's differential pay in order that the bargaining unit member shall receive one hundred percent (100%) of his/her per diem base salary while using the Program.

No bargaining unit member shall receive more than 100% of base salary, including contributions from other sources, while using the Program. See 7.18.5.2.

7.18.2 Catastrophic Leave Program Committee (Committee)

7.18.2.1 A Catastrophic Leave Committee shall be comprised of two (2) TEA members appointed by the TEA president and two (2) District representatives and shall administrate the Program.

7.18.2.2 Decisions of the Committee shall be final and are not subject to the grievance procedure contained in Article 12 of this Agreement.

7.18.3 Participation in the Program

7.18.3.1 Participation shall be voluntary but shall require a contribution of one (1) irrevocable day of accumulated sick leave to the Program; only contributors shall be permitted to withdraw from the Program.

7.18.3.2 All bargaining unit members shall be eligible to contribute to the Program during the first thirty (30) calendar days of the student instructional year, provided that the bargaining unit member shall have a minimum of five (5) days of sick leave remaining after contributing a sick leave day to the Program.

Bargaining unit members hired after the first day of the student instructional year shall be eligible to contribute to the Program during the first thirty (30) calendar days of employment, provided that the bargaining unit member shall have a minimum of five (5) days of sick leave remaining after contributing a sick leave day to the Program.

7.18.3.3 TEA shall make Contribution forms for the Program available to all bargaining unit members.

7.18.3.4 Contribution forms shall be received by Personnel Services no later than the thirtieth (30th) calendar day of the student instructional year or no later than the thirtieth (30th) calendar day of the bargaining unit member's employment, if hired after the first student instructional day of the work year.

7.18.3.5 Days shall be contributed to and withdrawn from the Program without regard to the daily rate of pay of the Program participant.

7.18.4 Contributions

7.18.4.1 The initial contribution by each participating bargaining unit member shall be one (1) irrevocable day of sick leave as delineated in Section 7.18.3 of this article.

7.18.4.2 Days contributed to the Program shall be a general contribution, not made for a specific member of the Program.

7.18.4.3 Days in the Program shall accumulate from year to year.

7.18.4.4 Each day donated to the Program shall equate to one (1) day of catastrophic leave.

7.18.4.5 Days shall be contributed to and withdrawn from the Program without regard to the daily rate of pay of the Program participant.

7.18.4.6 Upon initial contribution to the Program, no further assessment shall be required from participants unless the number of days in the Program drops below sixty (60).

7.18.4.6.1 In the event that the number of days in the Program drops below sixty (60), the Committee shall send out notification to all bargaining unit members that they must contribute an additional irrevocable day to remain a participant in the Program.

7.18.4.6.2 This time shall also be an opportunity for initial contributions to be made by interested bargaining unit members.

7.18.5 Utilization of the Program

7.18.5.1 Program participants shall use all their sick leave, before being eligible to withdraw from the Program.

7.18.5.2 Bargaining unit members who have disability and/or income protection insurance shall apply for that benefit(s) before applying to use the Program.

Bargaining unit members shall not be eligible to use the Program unless the total benefit(s) plus deferential pay results in less than 100% of the bargaining unit member's per diem base salary.

Utilization of the Program, when combined with differential pay and disability or income protection benefits, shall not result in income greater than the bargaining unit member's per diem base salary.

- 7.18.5.3 If a participant is incapacitated to the point of being incapable of completing an application, applications may be submitted to the Committee by the participant's agent or member of the bargaining unit member's family.
- 7.18.5.4 Withdrawals from the Program shall be granted in units of no more than thirty (30) bargaining unit member work days. Bargaining unit members may submit a request for one extension of up to thirty (30) additional days. Withdraw from the Program shall be limited to a maximum of sixty (60) days within a school year per eligible bargaining unit member.
- 7.18.5.5 If more than one (1) applicant requests use of the Program at the same time and the number of days in the Program is not adequate to fulfill the total number of days requested, the number of days shall be divided equally among the applicants until such time as there are enough days to fulfill the requests.
- 7.18.5.6 The use of the Program shall run concurrently with the Extended Illness leave identified in Section 7.5 of Article 7 of the Agreement between the Association and the District.
- 7.18.5.7 Bargaining unit members applying to utilize days of the Program shall be required to submit verification of catastrophic illness in the form of a written medical statement from the attending physician indicating the nature of the illness/injury and the probable length of absence from work.
- 7.18.5.8 The Committee may require a medical review by a physician of the Committee's choice. The Committee shall choose only a physician who participates in the bargaining unit member's medical plan. The district shall reimburse any co-pay and mileage incurred by the bargaining unit member for the review.

Refusal to submit to the medical review will terminate the bargaining unit member's continued withdrawal from the Program.
- 7.18.5.9 The bargaining unit member shall waive any and all claims against the Board of Education, District, and its officers and employees, arising from the administration of the Program.

7.18.5.10 Members of the Committee shall not divulge personal information about any participant including but not limited to the nature of the illness.

7.18.5.11 Any fraudulent use of days granted in the Program shall result in the return of the amount of dollars equivalent to the cost of those days by the bargaining unit member, through the garnishment of the bargaining unit member's wages and will terminate the bargaining unit member's continued or future withdrawal from the Program.

7.18.6 Termination of the Program

In the event that the parties negotiate the termination of the Program, the days remaining in the Program shall be returned to the then current members of the Program in the amount calculated by dividing the number of remaining days by the number of then current members of the Program.

7.19 Verification of Leave

In the event that the Superintendent/designee reasonably suspects that the use of leave under any section of this article is being abused, a written verification by an attending physician or other authority may be required. The Superintendent/designee may choose to obtain verification by a District- appointed physician, at District expense.