

**MEMORANDUM OF UNDERSTANDING
REGARDING ARTICLE 12: LEAVES**

**BETWEEN THE MENLO PARK CITY SCHOOL DISTRICT (MPCSD)
AND MENLO PARK EDUCATION ASSOCIATION (MPEA)**

JUNE 5 2024

This is a Memorandum of Understanding (MOU) between the Menlo Park City School District Board of Education and the Menlo Park Education Association (MPEA) to update leave language with state and federal law.

The parties agree that this language shall be effective immediately and incorporated into the full CBA upon the next reopener negotiations.

Signatures:

Kristen Gracia, MPCSD Superintendent

Marisela Ghahramani, MPEA President

Signed copy available at the District Office.

ARTICLE 12. LEAVES

12.1 Definition of Immediate Family As Used In This Article

Except as otherwise specified, "immediate family" shall be defined to include only mother, mother-in-law, father, father-in-law, grandmother, grandfather or grandchild of the employee or of the spouse of the employee, the spouse or domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister, sister-in-law, brother-in-law, niece, nephew, aunt, uncle, and cousin of the employee, or any person living as a family member in the immediate household of the employee.

12.2 Sick Leave

12.2.1 All employees shall be entitled to ten (10) days of sick leave per year in accordance with prevailing law. Part-time employees shall be entitled to sick leave on the same basis as full-time employees in proportion of time worked to full-time employment.

12.2.2 Employees who leave the District must request the transfer of sick leave in writing within the school year succeeding the school year in which the employment is terminated. New employees of the District must follow the same procedure to receive credit for any transferable accumulated sick leave.

12.2.3 As required by Education Code Section 44977, when an employee exceeds his or her accumulated sick leave due to illness or injury and continues to be absent for reasons of that illness or injury, for an additional period of up to five school months the employee shall be paid the difference between the employee's per diem rate and the amount that is actually paid to the substitute, or, if no substitute is employed, the amount that would have been paid to the substitute according to the District's substitute salary schedule. The payment to unit members pursuant to this section shall be no less than 50% of the unit member's per diem salary for each day of absence during the five month period. For purposes of this section, a "school month" is defined as 20 work days. The provisions of Education Code Section 44977(b)-(g) shall apply.

12.2.4 Only that sick leave accumulated under provisions of subsection 12.2.1 above is available for use when authorization for use of sick leave is granted in other sections of this Article.

12.2.5 The District may require verification for sick leave usage, when the District has reason to believe that the sick leave may have been used for inappropriate reasons. Prior to submitting that verification, the teacher may request and shall be given in writing, the reasons upon which the requirement for verification was based.

12.3 Leave for Personal Necessity and Family Illness

12.3.1 An employee may use sick leave described in subsection 12.2.1 above for purposes of personal necessity as enumerated below, provided the use for such purposes does not exceed nine (9) days in any school year.

12.3.2 For purposes of this Section, personal necessity shall be limited to: (a) death or serious illness of a member of the employee's immediate family; (b) an accident involving the

employee's person or property, or the person or property of the employee's immediate family; (c) appearance in court as a witness or litigant; and (d) illness or injury of a member of the employee's immediate family that requires the employee's assistance and/or attendance.

12.4 Discretionary Leave

Four (4) days per year of the unit member's accumulated sick leave under Section 12.2.1 may be used for discretionary leave, provided that the unit member provides five (5) work days' notice to the site principal or immediate supervisor and that no more than three (3) such days are taken consecutively.

12.5 Notice for Personal Necessity and Family Illness

12.5.1 In order to obtain a substitute or coverage for work, the employee will notify the District five (5) days in advance of taking leave, except when the need for the leave is unknown in advance or in case of emergency. In such cases, the employee will make every effort to appropriately notify the District of the need for and the duration of the leave as soon as possible in advance of the leave.

12.5.2 The employee taking leave will not be required to provide the specific reasons for the leave. Under all circumstances, however, an employee shall verify in writing that the leave was taken for the purposes stated in this Section. The District will provide a verification form at each school site. If the District has a reasonable basis to believe that the leave was not taken for the purposes stated, the District may require the employee to verify the appropriate usage.

12.5.3 In the event of death, bereavement leave must be taken before the employee may utilize personal necessity leave.

12.6 Paid Family Care Leave (Labor Code Section 233)

12.6.1 In addition to any other rights to leave afforded by this Article, in any school year, unit members may use up to a maximum of five (5) days of accrued and available sick leave under Section 12.2.1 for any of the following reasons:

12.6.1.1 Diagnosis, care, or treatment of an existing health condition of, or preventive care for a unit member's family member.

12.6.1.2 In addition, with appropriate certification a unit member who is a victim of domestic violence, sexual assault, or stalking may use accrued paid sick leave under this Section 12.6 for the following reasons:

- To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or the victim's child;
- To seek medical attention for injuries caused by domestic violence, sexual

assault, or stalking;

- To obtain services from a domestic violence shelter, program, or rape crisis center;
- To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking;
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

12.6.2 As used in this Section 12.6:

“Family member” means a unit member’s parent, child, spouse, registered domestic partner, sibling, grandchild or grandparent, or a designated person.

“Child” means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child to whom the unit member stands in loco parentis.

“Parent” means a biological, foster, or adoptive parent, a stepparent, or a legal guardian of the unit member or the unit member’s spouse or registered domestic partner, or a person who stood in loco parentis when the unit member was a minor child.

“Designated person” means a person identified by the employee at the time the employee requests paid sick days. Employees may have one designated person for this purpose pre 12-month period.

12.6.3 All conditions and restrictions upon the unit member’s use of sick leave, including those set forth in Sections 12.2.4 and 12.2.5, shall apply to the use of sick leave in this Section to attend to the unit member’s family member.

12.6.4 This Section does not extend the maximum period of leave to which a unit member is entitled under the Family Medical and Leave Act of 1993 (29 U.S.C. Section 2606, et seq.), the California Family Rights Act (Government Code Section 12945.2), and District policies implementing these Acts regardless of whether the unit member receives sick leave compensation during that leave.

12.7 **Bereavement Leave**

Upon receiving appropriate confirmation that an employee’s immediate family member has died, or an employee or their partner has experienced a miscarriage or stillbirth, the Superintendent shall grant bereavement leave not to exceed five (5) days for each bereavement without loss of pay.

12.8 **Jury Duty Leave**

Leave for jury duty will be granted under provision of the law. Jury duty leave will be with pay, the amount of which will be up to the amount of the difference between the employee's regular earnings and any amount received for jury fees.

12.9 Other Unpaid and Paid Leaves Of Absence

The District may grant other unpaid and paid leaves of absence, all conditions surrounding which shall be upon the mutual agreement of the District and the employee. No such agreements will establish precedent nor proscribe the unrestrained future discretion of the District or an employee to reach mutual agreements under this Section.

12.10 Industrial Accident and Illness Leave

12.10.1 Employees will be entitled to industrial accident and illness leave in accordance with the requirements of the Education Code for personal injury or illness that qualifies for Workers' Compensation under provisions of the Compensation Insurance Fund.

12.10.2 Such leave shall not exceed sixty (60) days during which schools of the District are required to be in session or when the employee would otherwise be performing work for the District in any one fiscal year for the same industrial accident or illness. An employee's entitlement for any given industrial accident or illness shall not exceed sixty (60) days. If the industrial accident or illness extends beyond a fiscal year, the employee will be entitled only to the unused portion of the original sixty (60) days provided for the given industrial accident or illness.

12.10.3 The District has the right at its own expense 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 the disability is attributable to the injury or illness involved.

12.10.4 For any days of absence from duty as a result of the industrial accident or illness, the employee shall endorse to the District any wage loss benefit check from the Compensation Insurance Fund which makes the total compensation from both sources exceed one hundred percent (100%) of the amount the employee would have received as salary if there had been no industrial accident or illness.

12.10.5 If the employee fails to endorse to the District any wage loss disability indemnity check received because of the industrial accident or illness as provided above, the District shall deduct from the employee's salary warrant the amount of such disability indemnity actually paid to and retained by the employee.

12.10.6 Employees shall report within twenty-four (24) hours any accident to themselves that occurs in the line of duty. A written report must be filed on a form prescribed by the District. If the employee is incapacitated, the report must be prepared by the employee's supervisor.

12.11 Religious Leave

An employee is entitled to two (2) days for religious leave providing at least a two (2) week notice has been given the immediate supervisor. This leave will be classified as Personal Necessity Leave and subtracted from sick leave.

12.12 Pregnancy Leave and Child Rearing Leave

The Board of Education will request the advice of the Association prior to the granting of any leave excepting Pregnancy Leave and Child Rearing Leave for a third or subsequent year.

12.13 Sabbatical Leave

12.13.1 Objectives

Sabbatical leaves are approved under State law in the phrase “for the purpose of permitting study or travel by the employee which will benefit the schools and pupils of the District.”

12.13.2 Distribution

- 12.13.2.1** The number of certificated employees absent on sabbatical leave at any one time shall not exceed three employees.
- 12.13.2.2** Selection of these three employees shall be based on the needs of the District, direct benefits to students, and continuing professional growth of the teacher.
- 12.13.2.3** Sabbatical leaves shall coincide with the school year, unless otherwise approved by the Superintendent.
- 12.13.2.4** Refusal: Should the District refuse to grant a Sabbatical Leave, it shall be in writing, stating the reason for the refusal.

12.13.3 Requirements

- 12.13.3.1** Sabbatical leaves must be preceded by at least seven (7) consecutive years of teaching service, all of which must have been in the Menlo Park City School District.
- 12.13.3.2** This application is to be submitted no later than January 10 and a formal decision by the office of the Superintendent should be rendered as soon as budget considerations make it possible. Deadlines for applications may be waived by mutual agreement of the applicant and Superintendent.
- 12.13.3.3** Applicants must sign to the effect that they will return to the District for a period of at least two (2) years following the termination of the leave.
- 12.13.3.4** Sabbatical leave time may be a combination of both travel and study.

12.13.3.5 Teachers' plans for a combination study-travel sabbatical leave must be submitted to the Governing Board for approval.

12.13.3.6 Sabbatical Leaves For Study

12.13.3.6.1 A teacher shall complete at least twenty-four (24) semester units of work during a sabbatical year, not less than eight (8) semester units of which shall be completed during either semester while on leave.

12.13.3.6.2 These courses should be exclusive of correspondence courses.

12.13.3.6.3 A special project or research problem may be substituted for the unit requirements if approved in advance by the Superintendent.

12.13.3.6.4 Transcripts or other evidence of completion shall be submitted to the office of the Superintendent within sixty (60) days of the teachers' return to duty.

12.13.3.7 Sabbatical Leave For Travel

12.13.3.7.1 Teachers on sabbatical leave for travel shall remain in travel status at least four and one-half (4-1/2) months for each semester of leave granted.

12.13.3.7.2 The application for leave for travel shall include an itinerary of the proposed travel, together with a statement concerning the proposed objectives and be submitted to the building principal for consideration.

12.13.3.7.3 Upon completion of the travel leave, and within sixty (60) days of the teacher's return to duty, a written report shall be submitted to the office of the Superintendent.

12.13.4 Compensation

12.13.4.1 Compensation while on leave shall be based on the salary schedule in effect during the period of leave, and shall be no less than one-half (1/2) the salary which the employee would receive for full-time employment during that period.

12.13.4.2 The Governing Board will have the option of requiring an applicant to post a bond in the amount of the contract salary before payment of salary commences.

12.13.4.3 One-half (1/2) the cost of medical and dental insurance shall continue to be paid by the District and sick leave benefits will remain in effect.

12.13.4.4 Additional compensation from study benefits, research grants, scholarships, and fellowships will be honored and encouraged by the District, and these are not prorated with leave pay.

12.13.5 Effect Of Salary Increment

12.13.5.1 The sabbatical leave shall constitute a year's service for salary increment purposes.

12.13.5.2 The sabbatical leave shall constitute a year's service for retirement credit.

12.13.6 Prior to granting a Sabbatical Leave, the District and the employee shall enter into a written agreement regarding assignment upon return from leave.

12.14 Catastrophic Illness Leave

On a case-by-case basis and with mutual agreement of the Association and the District, any employee may donate accumulated and unused eligible leave credits to another employee when that employee or a member of his or her family suffers from a catastrophic illness or injury.

12.14.1 Definitions

12.14.1.1 "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family, and that incapacity requires the employee 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 employee because all of his or her sick leave and other paid time off has been exhausted.

12.14.1.2 "Eligible leave credits" means sick leave accrued to the donating employee under subsection 12.2.1 of this Agreement. One (1.0) full day of eligible leave credit shall equal one day of usable leave to the receiving party.

12.14.1.3 "Family members" shall be as defined in Section 12.1 of this Agreement for bereavement leave.

12.14.2 Eligibility

Eligible leave credits may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met:

12.14.2.1 The employee who is, or whose family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness as required by the District.

12.14.2.2 The District determines that the employee is unable to work due to the employee's, or his or her family member's, catastrophic illness or injury.

12.14.2.3 The employee requesting donation of sick leave has exhausted all accrued paid leave credits, including differential leave for certificated employees and extended

sick leave for classified employees, if the employee is requesting catastrophic leave for his/her illness or injury.

12.14.3 Procedure

- 12.14.3.1** An employee who wishes to receive the catastrophic illness benefit must request in writing to the Association and District that sick leave donations be solicited on his or her behalf. The request must be accompanied by a verification of the catastrophic injury or illness.
- 12.14.3.2** Donations will be solicited anonymously by a joint announcement of the Association and District on behalf of an individual who meets the requirements for this benefit.
- 12.14.3.3** The employee who volunteers to donate sick leave must donate in minimum increments of one (1) full-time equivalent day of leave credit.
- 12.14.3.4** The maximum amount of time that donated leave credits may be used by the recipient employee shall not exceed twelve (12) consecutive months per illness, recurrence, or injury. Donated leave credits must be used consecutively. A recipient of donated leave may not alternate between paid and unpaid status.
- 12.14.3.5** All transfers of eligible leave credits shall be irrevocable. However, if the leave is not used within twelve (12) months of donation, it will revert to the donor(s) in the order in which it was donated.
- 12.14.3.6** An employee who receives paid leave pursuant to this Section shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this catastrophic illness benefit.
- 12.14.3.7** Donated leave credits shall be used in the order donations are received. However, one day of leave will be used from each donor before a second day is utilized from any other donor. This sequential process will be repeated for all donation rounds thereafter.
- 12.14.3.8** The recipient shall be paid at her or his regular rate of pay.
- 12.14.3.9** The District may adopt rules and regulations for the administration of this benefit as long as the regulations do not conflict with the specific provisions of the collective bargaining agreements. Such rules and regulations will be submitted to the Association for review prior to implementation.
- 12.14.3.10** Any entitlement to family leave under the Federal Family and Medical Leave Act and the California Family Rights Act will run concurrently with the leave created by donations.
- 12.14.3.11** If STRS determines that any provision of this policy is inconsistent with STRS rules and regulations, the provision shall be reopened for negotiations. If PERS determines that any provision of this policy is inconsistent with PERS rules and

regulations, the provision shall be reopened for negotiations.

- 12.14.3.12** Disputes regarding alleged violations or misinterpretations of this policy may be resolved through the appropriate collective bargaining agreement grievance procedure, for represented employees, or through the District complaint procedure for unrepresented employees.

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

- 12.15.1** Eligible unit members are entitled to a total of 12 work weeks or the equivalent of 12 of the unit member's normally scheduled work weeks of unpaid, job-protected leave in a 12 month school year period (July 1 through June 30) under each of the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). The leaves under FMLA and CFRA will run concurrently to the extent permitted by law. This article will be interpreted and applied in conformance with the FMLA and CFRA.

12.15.2 Eligibility

To be eligible for family care and medical leave, on the date on which leave is to begin, a unit member must have been employed by the District for at least 12 months, which need not be consecutive, and have actually worked at least 1,250 hours of service during the 12 month period immediately preceding the commencement of the leave.

12.15.3 Qualifying Events or Reasons for FMLA and CFRA Leave:

- 12.15.3.1** The birth of a child and to care for the newborn child within one year of the child's birth.
- 12.15.3.2** The placement with the unit member of a child in connection with adoption or foster care of the child by the unit member and care for the newly placed child, within one year of the child's adoption or foster placement.
- 12.15.3.3** To care for the unit member's qualifying family member with a "**serious health condition**," including a child, including a biological, adopted, or foster son or daughter, stepson or stepdaughter, legal ward, or child of a unit member standing in loco parentis to that child who is under 18 years of age, parent, including a biological, foster or adoptive parent, stepparent, legal guardian, or other person who stood in loco parentis to the unit member when the unit member was a child (excluding a parent-in-law), spouse, registered domestic partner (**CFRA ONLY**), domestic partner's child (**CFRA ONLY**), an adult depend child (**CFRA ONLY**), grandparent (**CFRA ONLY**), grandchild (**CFRA ONLY**), sibling (**CFRA ONLY**), or "**designated person.**" (**CFRA ONLY**)

A "**serious health condition**" is an illness, injury, impairment, or a physical or mental condition that involves:

1. inpatient care in a hospital, hospice, or residential care facility, including any period of incapacity or any treatment in connection with such inpatient care or any period of incapacity;

2. incapacity (i.e., inability to perform essential job functions or inability to attend school or perform other regular daily activities) of more than 3 consecutive calendar days that also involves: (a) at least 2 visits to a health care provider, or (b) one visit and a regimen of continuing treatment;
3. incapacity due to pregnancy or prenatal care following a pregnancy disability leave;
4. incapacity or treatment due to chronic health conditions requiring periodic treatment;
5. incapacity for a condition which is permanent or long-term for which treatment may not be effective and the patient is under the continuing supervision of a health care provider;
6. inpatient care or continuing treatment, including treatment for substance abuse; or
7. any period of absence to receive multiple treatments for restorative surgery or for a condition that would result in incapacity of more than 3 consecutive calendar days if left untreated.

A “**Designated Person**” means any person identified by the employee at the time the employee requests leave. Employees may have one designated person for this purpose pre 12-month period. (**CFRA ONLY**)

12.15.3.4 Because of a unit member’s own serious health condition that makes the unit member unable to perform the functions of the unit member’s position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave.

12.15.3.5 Because of any “**qualifying exigency**” arising out of the fact that the unit member’s spouse, domestic partner, child, or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active duty status).

12.15.3.6 **FMLA Only:** Family Care and Medical Leave to care for a covered servicemember with a serious injury or illness if the unit member is the spouse, son, daughter, parent, or next of kin of the servicemember. An eligible unit member’s entitlement under this Section is limited to a total of 26 workweeks of leave during a single 12-month period. The “single 12-month period” in which the 26-weeks-of-leave-entitlement begins on the first day a unit member takes leave to care for the covered servicemember. During the “single 12-month period” described above, an eligible unit member’s FMLA leave entitlement is limited to a combined total of 26 workweeks of FMLA leave for any qualifying reason.

12.15.4 Pay Status and Benefits

Except as otherwise provided in this Section 12, family care and medical leave will be unpaid. The District will, however, continue to provide District contributions toward health and welfare premiums during the period of family care and medical leave for up to twelve work weeks on the same basis as District contributions would have been provided had the unit member not taken family care and medical leave. The unit member will be required to continue to pay the unit member’s share of premiums, if any, during a family care and medical leave.

12.15.5 Relationship of Family Care and Medical Leave to Other Leaves

Any leave of absence that qualifies as family care and medical leave and is designated by the District as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the unit member may be entitled for the same qualifying reason. A unit member is required to utilize the unit member's accrued sick leave during and to run concurrently with FMLA/CFRA qualifying absences.

12.15.6 Notice to the District

- 12.15.6.1** The unit member must provide written notice to the District's Human Resources Department as far in advance of the leave as possible and as soon as the unit member reasonably knows of the need for the leave. If the need for the leave is foreseeable including, but not limited to, for an expected birth, placement of a child for adoption or foster care or planned medical treatment, the notice must be provided at least 30 calendar days in advance of the leave.

- 12.15.6.2** The written notice must inform the District of the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave.

- 12.15.6.3** If a unit member needs leave intermittently or on a reduced leave schedule for planned medical treatment, the unit member shall consult with the District and make a reasonable effort to schedule the treatment so as to minimize disruption to District operations, subject to the approval of their health care provider, or the health care provider of their family member or designated person, as appropriate.

- 12.15.6.4** Any requests for extensions of CFRA Leave must be received at least 5 working days before the date on which the employee was originally scheduled to return to work and must include the revised anticipated date(s) and duration of the approved leave.

12.15.7 Medical Certification

- 12.15.7.1** A unit member's request for family care and medical leave for a serious health condition of an employee, an employee's family member, or a designated person who has a serious health condition shall be supported by a certification issued by the health care provider of the individual requiring care. If additional leave is requested after the expiration of the time originally estimated by the health care provider, the unit member shall provide the District with recertification by the health care provider. The certification must state: (1) whether the person is suffering from a serious health condition; (2) the date, if known, of the onset of the serious health condition; and (3) the probable duration of the condition. The medical certification should not disclose the underlying nature or diagnosis of the serious health condition or any genetic information.

- 12.15.7.2** As a condition of a unit member's return from leave taken because of the unit member's own serious health condition, the unit member is required to obtain certification from the unit member's care provider that the unit member is able to resume work and perform the essential functions of the unit member's job with or without accommodation.

- 12.15.7.3** Unit members are encouraged to use the District's Certification of Health Care Provider form available from the District to meet the certification and recertification requirements of this section.

12.15.8 Length of Leave

- 12.15.8.1** CFRA and FMLA leave may be taken intermittently or on a reduced work schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, intermittent or reduced work schedule leave may be taken for absences where the unit member or covered family member is incapacitated or unable to perform the essential functions of the position because of a chronic serious health condition, even if he or she does not receive treatment by a health care provider. Unit members requesting intermittent leave shall make a reasonable effort to schedule the leave to minimize disruption to school or district operations.

- 12.15.8.2** Leave taken for reason of birth, adoption, or foster care placement of a child of the unit member does not have to be taken in one continuous period of time. Any leave(s) taken shall be concluded within one year of the birth or placement of the child with the unit member. The basic minimum duration of leave shall be two weeks. However, the District shall grant a request for a leave of less than two weeks' duration on any two occasions. Spouses who are both employed by the District may each take 12 workweeks of CFRA Leave in a 12-month period.

12.15.8.3 District's Response to Leave Request

It is the District's responsibility to designate leave, paid or unpaid, as family care and medical leave-qualifying based on the information provided by the unit member and to notify the unit member of the designation.

12.15.8.4 Unit Member's Status on Returning from Leave

Except as provided by law, a unit member is entitled to be returned to the same or equivalent position the unit member held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. A unit member is also entitled to reinstatement even if the unit member has been replaced or the unit member's job has been restructured to accommodate the unit member's absence. A unit member has no right to return to the same position. Use of FMLA and/or CFRA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible unit member's leave. A unit member has no greater right to reinstatement or to other benefits and conditions of employment than if the unit member had been continuously employed during the FMLA/CFRA leave period.

12.16 Enhanced CFRA Leave

- 12.16.1** Beginning July 1, 2021, all permanent (tenured) members shall earn five (5) days of enhanced CFRA per year of service after July 2, 2021, up to a maximum of ten (10) days. This leave is either fully paid and included as part of the standard CFRA leave, or paid at the differential rate and utilized after the conclusion of standard CFRA leave, at the unit member's discretion, for up to a maximum of ten (10) days per calendar year.

- 12.16.2** The leave shall be taken in five (5) day increments, which must be continuous, cannot be used intermittently, and are not applicable during break or non-work time. The leave must be taken within 12 months of the adoption, birth of a newborn, or foster of a child age 0-3 years.
- 12.16.3** The enhanced CFRA is used as a “bank.” As a member uses this leave, it is taken out of their bank. This leave is not transferable to another member.
- 12.16.4** If the unit member has earned less than ten (10) days of enhanced CFRA, they may utilize their accumulated sick leave for the balance of the ten (10) day period.
- 12.16.5** After June 30, 2026, this provision will sunset. Enhanced CFRA leave time accrued through June 30, 2023 will not be lost. Continuation of this leave will need to be renegotiated as part of the successor agreement.
- 12.16.6** The use of this leave shall not prohibit the advancement of unit members on the salary schedule.

12.17 Pregnancy Disability Leave

A pregnant unit member is entitled to an unpaid leave of up to four months, as needed, for the period(s) of time the unit member is actually disabled by pregnancy, as determined by her health care provider.

12.17.1 Notice to District

Using the District’s Certification of Health Care Provider form for pregnancy disability leave, a unit member should provide at least 30 days advance notice or notice as soon as practicable of the unit member’s need for pregnancy disability leave or need for reasonable accommodation based on the advice of her health care provider that reasonable accommodation is medically advisable because of pregnancy or a related medical condition.

12.17.2 Use of Sick Leave During Pregnancy Disability Leave

A unit member may use any accrued sick leave under Section 12.2 during an otherwise unpaid pregnancy disability leave. An employee that elects not to use their accrued sick leave will automatically be placed on differential pay.

12.17.3 Health and Welfare Benefits

The District shall maintain its contribution toward health and welfare benefits during any unpaid portion of a pregnancy disability leave on the same basis that the contribution would have been provided if the unit member had not taken pregnancy disability leave. The unit member will be required to continue to pay the unit member’s share of premiums, if any, during a pregnancy disability leave.

12.17.4 Unit Member Status

During a pregnancy disability leave, the unit member shall retain unit member status, and the leave shall not constitute a break in service for any purpose under this Agreement.

12.17.5 Relationship Between Pregnancy Disability, FMLA, and CFRA Leaves

12.17.5.1 A pregnancy disability leave shall run concurrently with the unit member's FMLA leave entitlement.

12.17.5.2 The right to take pregnancy disability leave is separate and distinct from the right to take leave under CFRA. A unit member's own disability due to pregnancy, childbirth or related medical conditions is not a "serious health condition" under CFRA.

12.17.5.3 At the end of the unit member's period(s) of pregnancy disability leave, or at the end of four months of pregnancy disability leave, whichever occurs first, a CFRA-eligible unit member may request to take CFRA leave of up to 12 workweeks for reason of the birth of her child, if the child has been born by this date.

12.18 Teacher Parental Leave

12.18.1 Interpretation of Teacher Parental Leave Section

This section 12.18 is based on Education Code Section 44977.5 and shall be interpreted and implemented in compliance with Section 44977.5 as amended by the California Legislature or interpreted by a court with jurisdiction over the District.

12.18.2 Definition of Teacher Parental Leave

"Teacher parental leave" means leave for reason of the birth of a child of a unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member." (Education Code Section 44977.5). "Teacher parental leave" refers to the same entitlement described in Sections 12.15.3.1 and 12.15.3.2; it is not a separate and additional entitlement. All of the requirements for using such leave as set forth in Section 12.17 above apply except, to the extent required by law (Education Code Section 449.77.5(d)), a unit member shall not be required to have 1,250 hours of service with the District during the previous 12-month period in order to take parental leave under this Section 12.17.

12.18.3 Eligibility for Teacher Parental Leave

In accordance with Education Code Section 44977.5, any unit member is entitled to teacher parental leave regardless of number of hours of service during the previous 12-month period. During each school year, a unit member may use their sick leave for purposes of parental leave for a period of up to 12 workweeks. When a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from their duties on account of parental leave pursuant to Government Code Section 12945.2 (CFRA, Sections 12.15.3.1 and 12.15.3.2 above) for a period of up to 12 workweeks, the amount

deducted from the salary due the unit member for any of the remaining portion of the 12 workweek period in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill the unit member's position during the unit member's absence or, if no substitute was employed, the amount that would have been paid to the substitute had a substitute been employed. The District shall make every reasonable effort to secure the services of a substitute teacher.

12.18.4 Calculation of Teacher Parental Leave

For the purposes of this section, (1) the 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave; (2) A unit member shall not be provided more than one 12-week period per parental leave during any 12-month period; and (3) parental leave taken pursuant to Section 12.17 shall run concurrently with parental leave taken pursuant to CRFA. and the aggregate amount of parental leave taken pursuant to this Section 12.17 and CRFA shall not exceed 12 workweeks in a 12- month period.

12.18.5 Governing Board Approval Not Required

This section of the collective bargaining agreement, which is based on Education Code Section 44977.5, shall be applicable whether or not the absence from duty is by reason of a leave of absence granted by the District's governing board.

12.19 Child Rearing Leave

In addition to the parental leave provisions of Section 12.17, upon request the District may grant an employee who is a natural or adopting parent an unpaid leave of absence for the purpose of child rearing. The employee shall request at least four (4) weeks prior to the anticipated date on which the leave is to commence.

12.20 Shared Teaching Assignment And Job Share Leave

12.20.1 Introduction

Subject to the Governing Board's approval, two full-time permanent teachers may elect to share the duties and responsibilities of one full-time position. The percentage of full-time position actually employed will constitute the share of the job, and the remaining percentage will be placed on Job Share Leave for the period of one year, subject to annual review and renewal by the Governing Board. Nothing in this provision will in any way limit a teacher from seeking a part-time leave (reduced employment) by requiring participation in a job share.

12.20.2 Shared Teaching Assignment Defined

A shared teaching assignment is defined as one full-time instructional assignment shared by two unit members. Both unit members in a shared teaching assignment share equally instruction and other ancillary duties and responsibilities performed by teachers, as further described in this Article.

12.20.3 Eligibility For Shared Teaching Assignments

- 12.20.3.1** A unit member must have three years of consecutive service in the District with satisfactory evaluations and be on the 189 day salary schedule by the beginning of the job share year.
- 12.20.3.2** A unit member must apply to the Superintendent by February 1 in the year preceding the actual job sharing.
- 12.20.3.3** The application must be submitted on the District form setting forth the plan for sharing of the job duties and responsibilities, including:
- the expected duration of the job share;
 - the details of the prorated compensation;
 - a summary of the prorated duties listed in this section; and
 - a plan to ensure consistent classroom management that includes: (1) behavior and discipline standards; (2) methods by which classroom assignments will be given, collected, and evaluated; (3) methods by which students' progress will be monitored and recorded; and (4) methods by which unit members communicate daily information about students and about school related matters.
- 12.20.3.4** The application will constitute the job share plan if accepted by the site administrator of the job share's location, and if approved by the Superintendent and the Governing Board.

12.20.4 Shared Duties And Responsibilities

- 12.20.4.1** Responsibilities of an assignment by two (2) job sharers may be divided and/or allocated according to a plan designed by the job sharers, with the concurrence of their immediate supervisor. This shall include, but not be limited to, attendance at regular staff meetings, grade level or department meetings, SST, IEP or Section 504 meetings, District meetings, etc. If a unit member attends one of these meetings on an off-duty day, they will receive the pay at the established hourly rate specified in 13.1.8 for the time of attendance.
- 12.20.4.2** Both unit members will attend all Staff Development Days, Back-To-School, and Open House Nights as part of their regular job responsibilities as stated in Article 8, Section 2.
- 12.20.4.3** For parent- teacher conferences scheduled on the minimum days, the individual who is attending the meetings outside their usual "working day" will be compensated at their hourly rate specified in 13.1.8.

12.20.5 Salary And Benefits

Because a shared position entails necessary dual attendance requirements to equal the regular attendance of one full-time unit member, the FTE for a job share will be proportional for all 180 instructional days with the addition of all teacher work days and all professional development days. For example, 99 days (90 instructional days plus 9 days for teacher work days and professional development days) will constitute the base pay for a 50/50 split., or .5238 FTE. A 60/40 split would result in the 60% unit member working 117 days (108 instructional days plus 9 teacher work days and professional development days), or .5714 FTE, and the 40% unit member working 81 days (72 instructional days plus 9 teacher work days and professional development days), or .4286 FTE. In addition, each participant shall qualify for one-year advancement on the salary schedule for each year served in a shared position.

12.20.6 STRS Contribution

Unit members on shared assignments will contribute to the State Teachers Retirement System and will receive prorated credit for years of service toward retirement. The District will continue its contributions according to STRS requirements for part-time participants.

12.20.7 Duration And Return To Full-Time Assignment

Shared teaching assignments are approved for only one year, but may be extended for an additional year with the approval of the Governing Board.

A job share participant must inform the District on the annual intent-to-return form of any intent to extend the job share for another year or to return from leave to a full-time status on a 189 day calendar. A job share participant returning to full-time status will be placed in a position for which the individual is credentialed and qualified, and will have the same rights as other unit members to posted positions under Article 11, Transfers.

12.20.8 Order Of Employment And Tenure Status

Shared teaching assignment status shall not constitute a break in service for purposes of tenure status and the certificated order of employment (Education Code "seniority").