

ARTICLE 8

LEAVES

Exceptions: The provisions of Article 8 shall not apply to unit members assigned to extra duty positions other than summer school teachers listed in Article 2, Recognition.

8.1 Sick Leave Accrual

- 8.1.1 Consistent with Education Code section 44978, every year, each full-time unit member shall accrue eleven (11) days leave. Such days, plus all previously accrued and unused days, may be used for purposes of: sick leave, personal necessity leave, pregnancy leave, reproductive loss leave, parental leave, and child adoption leave as set forth in this Agreement.
- 8.1.2 At the beginning of each school year, unit members shall be credited with their full annual entitlement of sick leave, all of which, including any available accrued sick leave, shall be immediately available for use.
 - 8.1.2.1 Sick leave shall accrue monthly at the rate of one (1) day for each month or major fraction of a month the unit member is in paid status.
 - 8.1.2.2 Sick leave shall be prorated for unit members with less than full-time assignments.
 - 8.1.2.3 Non-Adult Education unit members who work a full summer school program assignment or a full Extended School Year (ESY) programs assignment shall accrue one (1) additional day of sick leave. This additional day shall be prorated for unit members who are employed for less than the full summer school or ESY program.
- 8.1.3 Not later than November 1 of each school year, every unit member shall receive a sick leave credit statement showing the number of days (in hours) in the accumulated account and the number of days (in hours) allocated for the current school year.
- 8.1.4 Accrued and unused sick leave shall be accumulated from year to year without limit. If a unit member obtains employment in another California public school district and qualifies pursuant to the California Education Code and Code of Regulations, the unit member's sick leave record shall be sent to that district upon its written request.
- 8.1.5 The amount of sick leave a unit member may use at any one time is the total amount credited to the unit member's account at that time, whether or not it has actually been accrued.
- 8.1.6 Upon termination of employment, unit members shall reimburse the District for their use of any sick leave in excess of accrual. Whenever possible reimbursements shall be made by deduction from the unit member's final pay warrant.

8.2 Sick Leave

8.2.1 Unit members who are absent on work days because of illness, injury or quarantine may utilize their sick leave with full pay.

8.2.2 Increments of Leave Usage

8.2.2.1 On all regular instructional days, sick leave and personal leave may be taken in one-hour (one-eighth day) increments.

8.2.2.1.1 During the instructional day, the first two hours (1 minute to 120 minutes) may be taken in one-hour increments.

8.2.2.1.2 During the instructional day, two hours to four hours (121 to 240 minutes) will count as four hours, regardless of the time taken.

8.2.2.1.3 During the instructional day, more than four hours (241 Minutes or more) will count as eight (8) hours regardless of the time taken.

8.2.2.2 On Tuesdays, which are modified instructional days, sick leave, and personal leave may be taken in one-hour (one-eighth-day) increments during instructional time, or in 30-minute (thirty-minute) increments before or after instructional time.

8.2.2.2.1 During the instructional day, the first two hours (1 minute to 120 minutes) may be taken in one-hour increments.

8.2.2.2.2 During the instructional day, two hours to four hours (121 to 240 minutes) will count as four hours, regardless of the time taken.

8.2.2.2.3 Time taken before or after the instructional day on a Tuesday, which is a modified instructional day, may be taken in 30 (thirty) minute increments.

8.2.2.3 On all minimum and final exam instructional days, sick leave and personal leave may be taken in one-hour (one-eighth day) increments.

8.2.2.3.1 During the instructional day, the first two hours (1 minute to 120 minutes) may be taken in one-hour increments.

8.2.2.3.2 During the instructional day, two hours to four hours (121 to 240 minutes) will count as four hours, regardless of the time taken.

8.2.2.4. On all professional development days or non-student days, sick leave and personal leave may be taken in 30 (thirty-minute) increments.

8.2.2.5 Sick Leave and Personal Time for C-VLOA will be taken and paid for the hours missed.

- 8.2.3 If the reason for the leave does not require a full-day absence, the unit member shall be required to return to duty consistent with their regular work hours
- 8.2.4 Unit members are required to complete and sign a report of absence for each use of sick leave.
- 8.2.5 The District reserves the right to require a unit member to furnish appropriate proof of illness or injury requiring absence when called upon to do so. However, in the case of short-term illness (3 days or less) a unit member shall not be required to provide details regarding the nature of the illness.
- 8.2.6 The District reserves the right to require any unit member who has taken sick leave to submit to the Personnel Services Department a written medical release authorizing their return to duty from the health care provider that provided treatment before resuming job responsibilities.
 - 8.2.6.1 The District may further require a unit member to undergo an independent physical or psychiatric examination before they will be authorized to return to work. Such examination shall be conducted by a District-designated physician or psychiatrist with the cost borne by the District.
 - 8.2.6.1.1 In such cases, the unit member shall remain in paid status throughout the duration of the process to schedule, perform, and evaluate the employee's fitness.
 - 8.2.6.1.2 In cases where the unit member is returning to paid status following a leave, the unit member shall be placed in paid status on the 45th calendar day, commencing from the day the member turns in medical clearance from their healthcare provider.
- 8.2.7 Summer school teachers may utilize during the summer school session any sick leave accumulated during the regular school year.

8.3 Extended Sick Leave

- 8.3.1 When a unit member has exhausted all of their current year and accumulated sick leave and continues to be absent from duty due to their own illness or injury, whether or not the absence arises out of or in the course of the employment of the unit member, they shall be afforded extended sick leave consistent with Education Code section 44977 for an additional period of up to five (5) school months, consecutively with other paid leaves, including but not limited to regular sick leave.
 - 8.3.1.1 Unit members shall be entitled to no more than one (1) five-month period of extended sick leave per illness or accident. If a school year terminates before the five-month period is exhausted, the unit member may take the balance of the five-month period in a subsequent school year.

8.3.1.2 If the absence is due to an industrial accident, the five (5) school-month period commences on the first day after the industrial accident leave has been exhausted.

8.3.2 During any period of extended sick leave, the unit member shall receive the difference between their regular salary and the applicable certificated substitute rate if a substitute is secured or if no substitute is secured after every reasonable effort has been made to secure one. If no substitute is needed and none is employed to fill the unit member's position, the unit member shall receive their regular salary.

8.3.2.1 When a unit member has exhausted all available sick leave, including all accumulated sick leave, and is medically unable to return to duty after exhaustion of the five months of extended sick leave provided herein, the unit member shall be placed on a reemployment list consistent with Education Code section 44978.1 unless they elect to:

8.3.2.1.1 Take a personal leave without pay pursuant to Article 8 not to exceed the remainder of the school year in which the leave occurs; or

8.3.2.1.2 Apply for service or disability retirement, if eligible pursuant to the provisions of the applicable state retirement system.

8.4 Pregnancy Disability Leave

8.4.1 Unit members disabled due to pregnancy and/or related medical conditions shall be eligible for leave consistent with the following:

8.4.1.1 Pregnancy-related leave of absence shall be authorized upon receipt of a unit member's written request submitted to the Personnel Services Department. Such requests shall include the date on which the leave is to commence and the unit member's anticipated date of return to duty.

8.4.1.2 Pregnancy-related disability leave shall be chargeable to the unit member's available sick leave and/or extended sick leave pursuant to Article 8.3.

8.4.1.3 Leave shall be conditioned upon the District's receipt of written verification from the unit member's health care provider that the unit member is medically unable to perform their duties.

8.4.1.4 If a pregnant unit member wishes to cease performing their duties at an earlier date, they may request a Personal Leave Without Pay pursuant to Section 8.11, to be effective immediately prior to any period of pregnancy related disability.

8.4.1.5 Consistent with the provisions set forth in Section 8.2, a unit member may be required to submit to the Personnel Services Department a written release from their health care provider confirming that they are medically

able to resume the performance of their duties as of the specified date of return to work.

- 8.4.2 An eligible unit member need not be released to return to duty from disability by their health care provider in order to request Parental Leave as set forth in Section 8.6.
- 8.4.3 Unit members ineligible for or who do not wish to take Parental Leave may submit a request for a Personal Leave Without Pay pursuant to Section 8.11, to commence immediately following any period of pregnancy disability leave.
- 8.4.4 The expected commencement and termination dates of pregnancy disability leave shall be subject to adjustment upon submission of appropriate verification from the unit member's health care provider.

8.5 Child Adoption Leave

- 8.5.1 The Board of Education may, upon the recommendation of the Superintendent, grant an unpaid leave of absence to a unit member for the purpose of adopting a child. This leave request shall be accompanied by written verification of adoption and may be for up to two (2) weeks prior to receiving custody of the child if necessary to fulfill the requirement of the adoption.
- 8.5.2 The beginning and ending dates of this leave shall be established by the Board of Education based upon the recommendation of the Superintendent or designee after the written request has been received and reviewed. This leave may be granted for the remainder of the school year in which the child is adopted.
- 8.5.3 If the unit member elects to continue health and welfare benefits during this leave, they shall notify the Personnel Services Department not later than twenty (20) days prior to the commencement of leave and shall pay the full premium costs in advance.
- 8.5.4 If the unit member is eligible for parental leave, the adoption leave under this paragraph shall run concurrently with the parental bonding leave to the extent paid leave is available.

8.6 Parental Leave

- 8.6.1 Unit members who meet the eligibility requirements set forth in the California Family Rights Act at Government Code section 12945.2 (CFRA) and Education Code section 44977.5, may take leave for up to twelve (12) work weeks for the purpose of caring for and/or bonding with a newborn or newly adopted child or a newly placed foster child.
- 8.6.2 Unit members may use their available sick leave for the purpose of parental leave. When a unit member has exhausted all of their available full pay sick leave and will continue to be absent from duty due to authorized parental leave, they shall be paid the difference between their regular salary and the certificated substitute rate but in no case shall their resulting compensation be less than 50% of their regular

salary rate.

- 8.6.2.1 Whether the unit member is in paid or unpaid status, their health and welfare benefits shall continue in the same manner as if they were still at work for the full duration of authorized parental leave.
- 8.6.3 A unit member shall not be provided more than one twelve (12) week period of paid leave per school year. Parental leave under the CFRA and Education Code section 44977.5 shall run concurrently.
- 8.6.4 If a school year terminates before the twelve (12) week period is exhausted, the unit member may take the remaining balance in the subsequent school year. However, all parental leave must be used within one (1) year of the child's birth or placement with the unit member.
- 8.6.5 Leave taken under this section is separate from leave taken due to disability caused by pregnancy, childbirth, or related medical conditions.
- 8.6.6 If both parents work for the District, each parent shall be eligible for up to twelve (12) work weeks of parental leave.
- 8.6.7 Requests for parental leave must be submitted in writing to the Personnel Services Department at least two (2) weeks prior to the date the leave is proposed to commence, except in reasonably unforeseen circumstances.
- 8.6.8 Parental leave may be utilized in its entirety, or in separate increments of at least two (2) weeks. On two occasions, unit members may take leave in increments shorter than two weeks.
- 8.6.9 A unit member returning from a period of parental leave of absence with a duration greater than thirty (30) days shall notify the Personnel Services Department in writing of their intent to return at least two (2) weeks before the expiration of the leave.

8.7 Reproductive Loss Leave

- 8.7.1 The District will provide all unit members with up to 5 paid days leave for each reproductive loss event. Unit members may take leave following their own reproductive loss event or that of a partner.
- 8.7.2 Reproductive Loss Leave shall include failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful medically assisted reproduction.
- 8.7.3 Unit members may take their leave days consecutively or break them up over a longer period, so long as the leave is completed within three (3) months of the event.
- 8.7.4 Days will be deducted from any accrued sick leave available to the unit member.
- 8.7.5 Unit members are limited to a maximum of twenty (20) days of Reproductive Loss

Leave per school year.

8.8 Industrial Accident Leave

- 8.8.1 Industrial accident leave with full pay shall be allowed for up to sixty (60) working days for illness or injury caused by any given industrial accident. When such a leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same industrial accident. Industrial accident leave is not deducted from accumulated sick leave.
- 8.8.2 During an industrial accident leave, the unit member shall endorse to the District all temporary disability indemnity checks received under the provisions of the Workers' Compensation law.
- 8.8.3 The District reserves the right to require a unit member to furnish proof from a physician of cause and necessity of absence during an industrial accident leave.
- 8.8.4 When entitlement to industrial accident leave has been exhausted and the unit member remains medically unable to return to duty or requires intermittent leave, the unit member may elect to apply any sick leave, holiday, or other paid leave to which they are entitled to their absences, provided that payment for any such day of paid leave, when added to any temporary disability indemnity, shall result in a payment to the unit member of not more than their full salary less appropriate deductions.
 - 8.8.4.1 The accrued balance of sick leave shall be reduced in proportion to the District's obligation to cover the balance in compensation under this provision.
- 8.8.5 When all available paid leaves have been exhausted and the unit member is not able to resume the duties of the position, in lieu of resigning, the unit member may elect to do one of the following:
 - 8.8.5.1 Take a personal leave without pay pursuant to Section 8.5 for a period not to exceed the remainder of the school year in which the leave occurs;
 - 8.8.5.2 Be placed on the 39-month rehire list; or
 - 8.8.5.3 Retire if eligible pursuant to the provisions of the applicable State retirement system.
- 8.8.6 "Industrial accident," as used in this section is defined as any illness or injury arising directly out of the employment of the unit member which requires the unit member to absent themselves from work upon the advice of a physician.
- 8.8.7 Determination of compensation for an illness or injury resulting from an industrial accident shall be made by the Workers' Compensation Insurer and the District after review of reports made by appropriate medical care providers, the unit member and the supervisor.

8.9 Personal Necessity Leave

8.9.1 Personal necessity leave and personal necessity leave pay are subject to the following limits and conditions:

8.9.1.1 The total number of days allowed in one school year for such leave or leaves shall not exceed seven (7) days.

8.9.1.1.1 In the event of a state or federally declared emergency that directly impacts a unit member, that unit member may utilize up to an additional ten (10) days of personal necessity leave to be deducted from their available fully paid sick leave, subject to the certification requirements in Section 8.9.1.5.

8.9.1.2 The days allowed shall be deducted from and may not exceed the number of full pay days of sick leave to which the unit member is entitled under Section 8.1.

8.9.1.3 Increments of Leave Usage

8.9.1.3.1 On all regular instructional days, sick leave and personal leave may be taken in one-hour (one-eighth day) increments.

8.9.1.3.1.1 During the instructional day, the first two hours (1 minute to 120 minutes) may be taken in one (1) hour increments.

8.9.1.3.1.2 During the instructional day, two hours to four hours (121 to 240 minutes) will count as four (4) hours, regardless of the time taken.

8.9.1.3.1.3 During the instructional day, more than four hours (241 Minutes or more) will count as eight (8) hours regardless of the time taken.

8.9.1.3.2 On Tuesdays, which are modified instructional days, sick leave, and personal leave may be taken in one-hour (one-eighth-day) increments during instructional time, or in 30-minute (thirty-minute) increments before or after instructional time.

8.9.1.3.2.1 During the instructional day, the first two hours (1 minute to 120 minutes) may be taken in one-hour increments.

8.9.1.3.2.2 During the instructional day, two hours to four hours (121 to 240 minutes) will count as four hours, regardless of the time taken.

8.9.1.3.2.3 Time taken before or after the instructional day on a Tuesday, which is a modified instructional day, may be taken in 30 (thirty) minute increments.

8.9.1.3.3 On all minimum and final exam instructional days, sick leave and personal leave may be taken in one-hour (one-eighth day) increments.

8.9.1.3.3.1 During the instructional day, the first two hours (1 minute to 120 minutes) may be taken in one-hour increments.

8.9.1.3.3.2 During the instructional day, two hours to four hours, (121 to 240 minutes) will count as four hours, regardless of the time taken.

8.9.1.3.4. On all professional development days or non-student days, sick leave and personal leave may be taken in 30 (thirty-minute) increments.

8.9.1.3.5 Sick Leave and Personal Time for C-VLOA will be taken and paid for the hours missed.

8.9.1.4 If the reason for the leave does not require a full-day absence, the unit member shall be required to return to duty consistent with their regular work hours.

8.9.1.5 The unit member must return to work in cases where it is not necessary to be absent the entire day.

8.9.1.6 Payment for such absence shall be made only upon certification by the Personnel Services Department that the absence was due to a situation designated as an emergency within the meaning of this section. The unit member shall be required to sign, on a form provided, a statement that such absence was due to an emergency and, except for leave taken pursuant to Section 8.9.2.11, indicate fully the nature of such emergency fully. The District reserves the right to require the unit member to furnish evidence of the emergency. The District may take whatever steps it deems necessary to satisfy itself that an emergency within the limits of Section 8.8 did exist.

8.9.2 A unit member shall be granted personal necessity leave within the limits and conditions set forth below because of any of the following emergencies:

8.9.2.1 The death of a member of the unit member's immediate family when the number of days of absence exceeds the limit provided in Section 8.12 or the death of a person significant to the unit member other than a member of their immediate family. No more than the actual and necessary amount of leave time required shall be allowed for each situation.

- 8.9.2.2 An accident involving the unit member's person, not otherwise chargeable to sick leave or industrial accident leave. Such accident must (1) be serious in nature, (2) involve circumstances the unit member cannot reasonably be expected to disregard, and (3) require the attention of the unit member during assigned hours of service. No more than the actual and necessary amount of leave time required shall be allowed for each situation.
- 8.9.2.3 An accident involving the unit member's property or the person or property of a member of the unit member's immediate family. Such accident must (1) be serious in nature, (2) involve circumstances the unit member cannot reasonably be expected to disregard, and (3) require the attention of the unit member during assigned hours of service. No more than the actual and necessary amount of leave time required shall be allowed for each situation.
- 8.9.2.4 The illness or injury of a member of the unit member's immediate family when the illness or injury is (1) serious in nature, (2) involves circumstances the unit member cannot reasonably be expected to disregard, and (3) requires the attention of the unit member during assigned hours of service. No more than the actual and necessary amount of leave time required shall be allowed for each situation.
- 8.9.2.5 The birth or adoption of a unit member's child.
- 8.9.2.6 The birth of a unit member's child for a period not to exceed three (3) days when the child is born outside a hospital and the spouse and child are not hospitalized. If the spouse or the child is subsequently hospitalized due to complications or illness, the absence shall be treated the same as any other hospitalization of an immediate family member. Any combination of absences under Article 8 shall be limited to seven (7) days as provided for in Section 8.9.3. In the event that the unit member has exhausted personal necessity leave, the provisions of Article 8.6 will apply. If the unit member is eligible for parental leave for the absence, personal necessity leave will run concurrently with the parental leave.
- 8.9.2.7 An appearance of the member in court as a litigant.
- 8.9.2.8 An appearance of the unit member as a witness under an official governmental order for which salary is not allowed under Policy 4430.1, Leave of Absence to Attend Court, provided that:
- 8.9.2.8.1 Each date of necessary attendance under such order, other than the date specified in a subpoena, shall be certified to by the clerk or other authorized officer of a court or other governmental jurisdiction; and
- 8.9.2.8.2 In any case in which a witness fee is payable, such fee shall be collected by the unit member and remitted to the District

Accounting Department.

8.9.2.9 An appearance of the unit member under an official order from the Selective Service Board that is not covered by military leave status or policy.

8.9.2.10 Transportation problems resulting from serious conditions over which the unit member has no control and are of such magnitude as to preclude the unit member from legally and safely traveling to their assigned work site. The following conditions may be considered when appropriately documented: flooding, snowstorms, mudslides, earthquake damage, official closure of roads or freeways when no reasonable alternate routes are available to the work site, and stolen vehicle. The unit member must report to work at the earliest time that transportation and safety factors permit and, in the case of a stolen vehicle, only that amount of time needed to report the theft and obtain an alternate means of transportation will be allowed and in no case shall it exceed one day.

8.9.3 Unit members may use up to two (2) days of personal necessity leave for any legitimate reason or emergency not covered in Section 8.9.2 which is (1) serious in nature, (2) involves circumstances the unit member cannot reasonably be expected to disregard, and (3) requires the attention of the unit member during assigned hours of service.

8.9.3.1 The date on which such leave is taken shall be subject to prior approval by the Superintendent or designee and the availability of substitutes, but the reason for the leave is not subject to approval, except that gainful employment or employee organization activity during the leave shall automatically rescind the leave.

8.9.3.2 Requests for such leave must be submitted no less than one school day prior to said leave.

8.9.3.3 Observation of a recognized holiday in the unit member's religion is included as a legitimate reason for absence under this section.

8.9.4 "Immediate family," as used in this section, is defined as the mother, father, grandmother, grandfather, or grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, stepmother, stepfather, stepson, stepdaughter, legal foster child or registered domestic partner, or any relative living in the immediate household of the unit member.

8.10 Personal Leave With Partial Pay

Unit members may be granted two (2) days non-cumulative personal leave per school year. This leave may be taken in one-hour (one-eighth day) units. Full-time unit members employed less than the full school year may be granted personal leave on a prorated basis. The unit member shall be paid the difference between their regular salary and the per

diem certificated substitute rate. The dates on which such personal leave is taken shall be subject to prior approval by the Superintendent or designee and the availability of substitutes, but the reason for the leave is not subject to approval, except that gainful employment or any act prohibited by Article 19 during the leave shall automatically rescind the leave. Requests for personal leave must be submitted no less than one (1) school day prior to said leave.

8.11 Personal Leave Without Pay

A unit member may be granted personal leave without pay for any reason in the following increments. Any unpaid leave may affect a unit member's state retirement credit. Requests must be made in writing utilizing "The Personal Leave Without Pay" form and submitted to the appropriate supervisor as delineated below. Responses granting or denying leave must also be in writing. Any denial of the request must state the specific reason for the denial.

8.11.1 The principal or designee may authorize leaves not to exceed five (5) working days

8.11.2 The Superintendent or designee may authorize leaves not to exceed twenty-two (22) working days.

8.11.3 The Board of Education may authorize leaves not to exceed the remainder of the school year in which the leave occurs.

8.11.4 The Board of Education may also authorize leave for any portion of the subsequent school year that has not yet begun without requiring the unit member to attend in that year.

8.11.5 In all cases the unit member shall return to the site and assignment they held at the start of the authorized leave. No unpaid leave shall be longer than 365 calendar days.

8.12 Bereavement Leave

8.12.1 Bereavement leave with full pay shall be allowed not exceeding three (3) days, or five (5) days if out-of-state travel or one-way travel exceeding three hundred (300) miles is required, for each period of bereavement due to death in the immediate family of the unit member.

8.12.2 Bereavement leave shall be used before personal necessity leave is used for purposes of bereavement.

8.12.3 Bereavement leave not exceeding three (3) days need not be taken in consecutive order.

8.12.4 Bereavement leave is not deducted from accumulated sick leave.

8.12.5 A report of absence signed by the unit member shall be required by the District. The District reserves the right to require a unit member to furnish appropriate proof of death and the relationship of the deceased to the unit member or spouse

when called upon to do so.

8.12.6 "Immediate family," as used in this section is defined as the mother, father, grandmother, grandfather, or grandchild of the unit member or of the spouse of the unit member; and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, cousin, stepmother, stepfather, stepson, stepdaughter, stepfather-in-law, stepmother-in-law, legal foster child, registered domestic partner, or any relative living in the immediate household of the unit member.

8.13 Jury Service

8.13.1 Upon receipt of any notification of required jury service or potential service, it is the obligation of the unit member to seek postponement from the court to a time outside the period of employment, if allowable by the court of record.

8.13.2 Leave of absence shall be granted to any certificated unit member regularly called for jury service in the manner prescribed by law. Such leave shall be with pay not to exceed five (5) days, without notice to the Personnel Services Department.

8.13.3 If the unit member is required to perform jury service in excess of 5 days and provides notice to the Assistant Superintendent of Personnel, all days of jury service shall be considered paid leave and not deducted from the unit member's accrued sick leave. The leave of absence with pay shall be granted until jury service is concluded.

8.13.3.1 The unit member is serving as a juror outside of the period of employment and the case is carried over into the period of employment and the unit member requests to be excused because continuing on jury service will entail undue hardship on the unit member or the public served by them, but said request is denied by the applicable court, judge or jury commissioner. Leave of absence with pay shall be granted until the case is decided.

8.13.3.2 The unit member must return to work in cases where it is not necessary to be absent the entire day.

8.13.4 "Period of employment" as used in Article 8 means the time during which unit members in the unit member's classification are ordinarily paid under annual contract.

8.14 Catastrophic (Donated) Leave Program

8.14.1 On a case-by-case basis and with mutual agreement between the Association and the District, any unit member suffering from a long-term, non-industrial illness or injury who is anticipated to exhaust all available full pay leave may request that the District solicit donations of sick leave from eligible bargaining unit members.

8.14.2 All requests for sick leave donations must be in writing and submitted to the

Personnel Services Department prior to the requesting unit member's exhaustion of all fully paid leave.

- 8.14.3 Upon receipt of approval by both the Association and the District, the Personnel Services Department shall send out notification of the request for donations of sick leave.
- 8.14.4 Donations shall be made in full-day increments, up to five (5) days (40 hours), and be on a District-approved form, which must be submitted directly to the Personnel Services Department.
- 8.14.5 Only those unit members who have at least fifteen (15) days (120 hours) of accumulated sick leave remaining after donating five (5) days (40 hours) of sick leave under this provision are eligible to donate in this program.
- 8.14.6 All donations of sick leave shall be voluntary with no personal solicitation of donors allowed.
- 8.14.7 The names of any unit members donating sick leave under this provision shall remain confidential, unless expressly requested by the unit member making the donation.
- 8.14.8 Except as otherwise provided in paragraph 8.14.9 below, the maximum amount of sick leave that may be donated to any one unit member requesting donations under this provision shall be the equivalent of sixty (60) days.
- 8.14.9 If a unit member continues to suffer from a long-term, non-industrial illness or injury and will exhaust all donated sick leave before they are able to return to work, they may submit a written request for no more than sixty (60) additional days of sick leave, which shall be requested in no more than twenty (20) day increments. This would provide a total maximum number of sick leave which may be donated to any one unit member of one hundred and twenty (120) days.
 - 8.14.9.1 Any such request must also be in writing and submitted to the Assistant Superintendent, Personnel Services by the affected member or their immediate family.
 - 8.14.9.2 In such instances, the same procedures set forth in Section 8.14.4 shall be followed.
- 8.14.10 Sick leave donations shall be applied as follows:
 - 8.14.10.1 All donated sick leave shall be assigned a usage number. The first donated sick leave received by the Personnel Services Department will be the first sick leave used by the beneficiary. As the donated sick leave is used by the requesting unit member, the leave time will be charged against the donor member's sick leave balance.
 - 8.14.10.2 If the unit member is able to return to work prior to exhausting all

donated leave, all unused sick leave donations will be returned to the donor members.