



**AGENDA**

**Regular Meeting  
 Tuesday, November 10, 2009 – 4:15 p.m.  
 Board Room – District Office**

AGENDA POSTED: November 6, 2009 – Personnel Commission Office Window

1.0 **CALL TO ORDER** By: \_\_\_\_\_ Time: \_\_\_\_\_

2.0 **ROLL CALL**

		PRESENT	ABSENT
Chairperson:	Speed Castillo	_____	_____
Vice-Chairperson	Audrey Cherep	_____	_____
Commissioner	Ron Costello	_____	_____
Executive Director	Victoria Wintering, Ph.D.	_____	_____

3.0 **PLEDGE OF ALLEGIANCE**

Personnel Commission Chairperson, Speed Castillo, will lead the Pledge of Allegiance to the Flag of the United States of America.

4.0 **PUBLIC COMMENTS: REQUEST TO SPEAK TO AGENDA AND NON-AGENDA ITEMS**

This is the appropriate point in the agenda for those present to speak to any item on the agenda.

Those who wish to speak to any item of concern not on the agenda, no action will be taken at this time.

5.0 **GENERAL FUNCTIONS**

**Reference**      **Action**

5.1 Approve the agenda as submitted or amended.      Moved by \_\_\_\_\_  
 Seconded \_\_\_\_\_  
 Vote \_\_\_\_\_

5.2 Approve minutes of regular meeting of October 13, 2009.      **Exhibit A**      Moved by \_\_\_\_\_  
 Seconded \_\_\_\_\_  
 Vote \_\_\_\_\_

5.3 Approve minutes of the Special Meeting of October 27, 2009.      **Exhibit B**      Moved by \_\_\_\_\_  
 Seconded \_\_\_\_\_  
 Vote \_\_\_\_\_

5.4 Communication      No Action Required

6.0 **SELECTION PROCESS**

6.1 List of Current Recruitments (Test Plan)      **Exhibit C**      No Action Required



## AGENDA

Regular Meeting  
Tuesday, November 10, 2009 – 4:15 p.m.  
Board Room – District Office

### 7.0 CLASSIFICATION AND SALARY

- 7.1 Approve the classification of Instructional Assistant-Bilingual/Arabic, at salary range CSEA-47.

**Exhibit D**

Moved by \_\_\_\_\_  
Seconded \_\_\_\_\_  
Vote \_\_\_\_\_

### 8.0 RULES AND REGULATIONS

- 8.1 Personnel Commission Rules, Chapter 16, First Reading

**Exhibit E**

No Action Required

### 9.0 OTHER

- 9.1 Unfinished Business  
9.2 Commissioner's Comments

No Action Required

No Action Required

### 10.0 NEXT REGULAR MEETING

Date: December 8, 2009  
Time: 4:15 p.m.  
Location: Board Room-District Office

### 11.0 ADJOURNMENT: \_\_\_\_\_ p.m.

**The Personnel Commission**  
**Anaheim Union High School District**  
 501 Crescent Way • Post Office Box 3520  
 Anaheim • California 92803•3544



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## MINUTES

**Regular Meeting**  
**Tuesday, October 13, 2009 – 4:15 p.m.**  
**Board Room – District Office**

### 1.0 CALL TO ORDER

The meeting of the Personnel Commission of the Anaheim Union High School District was called to order by Chairperson Speed Castillo at 4:15 p.m.

### 2.0 ROLL CALL

Present: Speed Castillo, Chairperson, Audrey Cherep, Vice Chairperson, Ron Costello, Commissioner, and Victoria Wintering, Executive Director.

### 3.0 PLEDGE OF ALLEGIANCE

Personnel Commission Chairperson Speed Castillo led the Pledge of Allegiance to the Flag of the United States of America.

### 4.0 PUBLIC COMMENTS

There were no public comments.

### 5.0 GENERAL FUNCTIONS

5.1 On the motion of Ms. Cherep, duly seconded and unanimously carried, the Personnel Commission adopted the agenda as amended.

5.2 On the motion of Ms. Cherep, duly seconded and unanimously carried, the Personnel Commission approved the minutes of the regular meeting of September 9, 2009.

5.3 On the motion of Mr. Costello, duly seconded and unanimously carried, the Personnel Commission approved the minutes of the special meeting of September 22, 2009.

5.4 Communication

The Personnel Commissioners discussed the current recruitment flyers for Instructional Assistant-Special Education, Instructional Assistant-Severely Handicapped, Instructional Assistant-Mathematics, Instructional Assistant-Bilingual (Spanish), and Sign Language Interpreter.

### 6.0 SELECTION PROCESS

6.1 List of Current Recruitments (Test Plan)

## MINUTES

Regular Meeting  
Tuesday, October 13, 2009 – 4:15 p.m.  
Board Room – District Office

### 6.2 Certification/ratification of eligibility lists

On the motion of Ms. Cherep, duly seconded and unanimously carried, the Personnel Commission approved the certification of the eligibility list for Operations Supervisor.

### 7.0 CLASSIFICATION AND SALARY

- 7.1 On the motion of Ms. Cherep, duly seconded and unanimously carried, the Personnel Commission approved the reclassification of the position of Pamela Fuller from Instructional Assistant-Special Education at salary range CSEA-43 to Instructional Assistant-Severely Handicapped at salary range CSEA-51, effective October 22, 2009.

### 8.0 OTHER

#### 8.1 Unfinished Business

The Personnel Commission discussed the date and time of a special meeting to be held for a closed session to discuss the hearing findings of hearing HR-2008-09-02.

#### 8.2 Commissioner's Comments

### 9.0 NEXT REGULAR MEETING

Date: **Tuesday, November 10, 2009**  
Time: 4:15 p.m.  
Location: Board Room

### 10.0 ADJOURNMENT

The Personnel Commission adjourned the meeting at 4:30 p.m.

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Speed Castillo, Chairperson

## MINUTES

### Special Meeting Tuesday, October 27, 2009, 11:00 a.m. Board Room- District Office

#### 1.0 CALL TO ORDER

The meeting of the Personnel Commission of the Anaheim Union High School District was called to order by Chairperson Mr. Castillo at 11:08 a.m.

#### 2.0 ROLL CALL

Present: Speed Castillo, Chairperson, Audrey Cherep, Vice Chairperson, Ron Costello, Commissioner, and Victoria Wintering, Ph.D., Executive Director.

#### 3.0 PLEDGE OF ALLEGIANCE

Personnel Commission Chairperson Speed Castillo led the Pledge of Allegiance to the Flag of the United States of America.

#### 4.0 PUBLIC COMMENTS

Ken Ball, CSEA Labor Relations Representative, spoke on behalf of employee Christina Loya, regarding the outcome of hearing HR-2008-09-02.

#### 5.0 CLOSED SESSION

##### 5.1 Adjourn to Closed Session

Public Employee Discipline/Dismissal/Release (Government Code 54957)

Appeal Decision on:

Case # HR-2008-09-02

Adjourned to Closed Session at 11:09 a.m.

Reconvened to Regular Meeting at 11:17 a.m.

On the motion of Ms. Cherep, duly seconded and unanimously carried, the Personnel Commission sustained the recommendation made by Terri Tucker, hearing officer, to uphold the action of the District regarding case # HR-2008-09-02.

#### 6.0 NEXT REGULAR MEETING

Date: **Tuesday, November 10, 2009**  
Time: 4:15 p.m.  
Location: Board Room-District Office

**MINUTES**  
**Special Meeting**  
**Tuesday, October 27, 2009, 11:00 a.m.**  
**Board Room - District Office**

**7.0 ADJOURNMENT**

The Personnel Commission adjourned the meeting at 11:20 a.m.

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Speed Castillo, Chairperson



## **INSTRUCTIONAL ASSISTANT – BILINGUAL (ARABIC)**

### **DEFINITION:**

Under the direction of an assigned supervisor, assist a certificated teacher in providing instruction to individuals or small groups of limited or non-English speaking students in a classroom environment by interpreting written materials and oral lectures; serve as an interpreter for teachers or non-English speaking parents as assigned; performs related duties as assigned.

### **ESSENTIAL DUTIES:**

*The classification specification does not describe all duties performed by all incumbents within the class. This summary proves examples of typical tasks performed in this classification.*

Assist a certificated teacher in providing instruction to individuals or small groups of limited or non-English speaking students in a classroom environment by interpreting written materials and oral lectures; interpret for teachers or non-English speaking parents as assigned; monitor students in the classroom to assure understanding of material being presented; answer student questions; assist students in reviewing homework assignments and test results; report student progress and behavior to teachers as needed; provide after-school tutoring for students; provide classroom support to teachers by setting up work areas and displays, operating equipment and distributing and collecting paper, supplies and materials; confer with teachers concerning programs and materials to meet student needs; administer and score a variety of tests according to established guidelines; assist in determining English proficiency of identified students; explain and interpret results to appropriate parties; read books to students and observe their reading abilities as assigned; assist students with letter and word pronunciation and recognition.

Perform a variety of clerical duties such as preparing, typing, duplicating and filing instructional materials, scoring papers and recording grades; maintain student files as assigned; record student attendance; operate a variety of classroom and office equipment including a computer, copier, typewriter and laminator; monitor students during outdoor activities; assist teachers during field trips and a variety of instructional excursions; assure the health and safety of students by following health and safety practices and procedures; maintain learning environment in a safe, orderly and clean manner; serve as an interpreter for parent conferences, IEP meetings and telephone calls as needed; attend and participate in staff meetings; attend various in-service meetings as assigned.

### **MARGINAL DUTES:**

**Assists with initial and annual language assessments of students in English and Arabic.**

### **MINIMUM QUALIFICATIONS:**

***Any combination of education, training and/or experience, which demonstrates that the applicant is likely to possess the required skills, knowledge's and abilities, may be considered.***

#### Education & Training:

Graduation from high school.

#### Experience:

**One year** experience using oral and written bilingual skills in an instructional setting.



**Licenses and Other Requirements:**

**Must be bilingual in the Arabic language.** Paraprofessionals who assist in classroom instruction must meet the following requirements as set forth in the No Child Left Behind Act of 2001: must pass assessment that demonstrates knowledge of and the ability to assist in teaching reading, writing and mathematics OR, may meet requirement with possession of an Associate's or higher level degree in the field of education.

**EMPLOYMENT STANDARDS:**

**KNOWLEDGE OF:**

Basic subjects taught in District schools including arithmetic, reading, writing, grammar and spelling.

Basic instructional methods and techniques.

Safe practices in classroom and playground activities.

Correct English **and Arabic** usage, grammar, spelling, punctuation and vocabulary.

Requirements of maintaining a learning environment in a safe, clean and orderly condition.

Child guidance principles and practices.

Operation of standard office and classroom equipment including a computer.

Basic record-keeping and filing techniques.

Classroom procedures and appropriate student conduct.

Interpersonal skills using tact, patience and courtesy.

**ABILITY TO:**

Speak, read, write and interpret **fluently in Arabic and English.**

Assist with instruction and related activities in a classroom or assigned learning environment.

Reinforce instruction to individual or small groups of students as directed by the teacher.

Monitor, observe and report student behavior and progress according to approved policies and procedures.

Perform a variety of clerical duties including typing, filing and duplicating materials.

Establish and maintain cooperative and effective working relationships with others.

Communicate effectively both orally and in writing.

Understand and follow oral and written instructions.

Operate standard office and classroom equipment including a computer.

Observe health and safety regulations.

**PHYSICAL DEMANDS**

Employees in this classification stand, sit, walk, lift and carry up to 50 lbs. or more, with assistance, stoop, bend repeatedly, use fingers, wrists or hands repetitively while applying pressure or in a twisting motion, use both hands and legs simultaneously, push, pull, maintain balance, stoop/bend, kneel, reach over head, have rapid mental/muscular coordination, speak clearly, hear normal voice conversation, have color vision, distinguish shades, see small details, use a computer and telephone.

**WORK ENVIRONMENT:**

Employees in this classification work primarily indoors, in direct contact with students, the public and other district staff, exposed to minor contagious illnesses (colds, flu, etc.), may be exposed to severe contagious illnesses/disease (tuberculosis, measles, mumps, chicken pox, hepatitis, etc.), work without guidance from supervisor.

**FLSA: non-exempt**

**Salary Range: CSEA/47**

**RULE 16****LEAVES OF ABSENCE****16.1 GENERAL PROVISIONS****16.1.1 Definition of Leave of Absence**

**A leave of absence is when a regular employee is absent from duty with or without pay for a specific period of time and approved by the District**

**16.1.2 Right to Position Upon Return**

**An employee granted a paid or unpaid leave of absence of six (6) months or less shall have the right to return to the position held at the time the leave was granted.**

**16.1.3 Right to Position For leaves Over Six (6) Months**

**An employee granted a paid or unpaid leave of absence of more than six (6) months shall have the right to return to a position of equal hours, months and pay in the same classification held at the time the leave was granted.**

**16.1.4 Authorized Leave Is Not A Break In Service**

**Approved leaves that are paid shall not constitute a break in service.**

**16.1.5 Continuation of Benefits During Paid Leave**

**An employee on a paid leave of absence shall continue to accrue all benefits to which they are entitled as a regular employee.**

**16.1.6 Health coverage During Leave**

**An employee, who is otherwise eligible for health insurance, shall continue to receive such benefits during all periods of paid leave. An employee absent on an approved unpaid leave may be allowed to maintain health coverage benefits either by remitting monies to the District to cover the cost of such insurance.**

**16.1.7 Cancellation of Voluntary Leave**

**The Board of Trustees may cancel any discretionary leave of absence for good cause by giving the absent employee due notice. Due notice shall allow sufficient time for the employee to return to work, but shall not be less than five (5) working days.**

**16.1.8 Failure to Report For Duty After A Leave Is Cancelled**

**Failure to report for duty within three (3) working days after a leave has been canceled shall be considered abandonment of position and the employee may be terminated by the Board of Trustees. Termination for abandonment shall be deemed for cause and treated as a disciplinary action.**

**16.1.9 Licenses/Certificates Maintained**

**Any employee required to hold a license or certificate at the time a leave is granted may not return to employment after the leave without a valid license or certificate.**

**16.1.10 Employment While on Leave (60.500.8)**

An employee, while on leave of absence **other than vacation**, may not accept other gainful employment ~~with another employer~~, except ordered military service or Peace Corps service, without express prior approval of the Board of Trustees.

**16.1.11 Absence Forms and Reports**

**Reports and forms of absence required by the District shall be submitted with the employee's time report.**

**16.1.12 Holidays During Paid Leave**

**Authorized paid holidays which occur during a period in which an employee is on paid leave of absence shall be paid as holiday pay and shall not be deducted from any paid leave days being used or eligible to be used by the employee.**

**16.1.13 Order of Available Leaves For Industrial Illness or Injury**

**An employee who is absent related to illness or injury shall utilize available leaves in the following order:**

- A. Industrial Accident and Illness Leave ( if applicable).**
- B. Accrued or advanced sick leave.**
- C. Compensatory Time.**
- D. Accrued or advanced vacation days.**
- E. Extended leave.**
- F. Some leaves may be concurrently utilized.**

**Reference: Education Code 45190, 45191, 45203**

**16.2 Paid SICK LEAVE (60.400.2) Conditions of Leaves (60.500)**

**16.2.1 Definition of Sick Leave**

Sick leave is the authorized absence of an **regular** employee **when the absence is due to:**

- A. Physical or mental inability to perform the usual and customary duties of the position due to ~~because of~~ illness, or injury or **legally established quarantine exposure to a contagious disease.****

- B. A visit to a licensed physician, dentist, medical practitioner, psychologist or other therapist for examination, treatment, consultation or therapy related to illness, injury or legally established quarantine.**

**16.2.2 Number of Sick Leave Days Earned**

**Regular classified employees shall earn:**

- A. One (1) day of sick leave for each month of paid service.**
- B. A regular employee must be in paid status for one-half (1/2) or more of the working days in the month to earn sick leave for the month.**
- C. Employees assigned to a work year of less than twelve (12) months or less than forty (40) hours per week shall accrue sick leave credit pro-rated in the proportion of the number of hours worked per week compared to forty (40).**
- D. Classified confidential and management employees (probationary and permanent) shall earn paid sick leave in accordance with the provisions of Education Code Section 45191.
- E. Sick leave for 12 month Classified Confidential and Management employees shall be earned, for salary computation purposes, at the rate of one and two-tenths (1.2) days for each full calendar month of **paid** service. with an annual maximum of fourteen and four-tenths (14.4) days. Classified Confidential and Management employees working less than 12 months are entitled to sick leave benefits on the following prorated basis:

11 month employees	11 days
10 month employees	10 days
9 month employees	9 days

Part-time employees shall earn sick leave pay on a prorated basis.

**16.2.3 Pay Rate For Sick Leave**

Pay for ~~any day~~ of sick leave shall be the same pay the employee would have received if he/she had **they** worked that day.

**16.2.4 Sick Leave Carry-Over**

~~Unused Sick leave accrued, but not used, shall carry over from one fiscal year to another~~ may be accumulated without limit accumulation.

#### **16.2.5 Probationary Employees' Use of Sick Leave**

~~Sick leave may be taken at any time for approved reasons, provided that employees with probationary status may use only~~ **Employees may not use more than six (6) days of paid sick leave during their initial probationary period. This rule shall not apply to permanent classified employees in probationary status.**

#### **16.2.6 Sick Leave Advanced**

At the beginning of each fiscal year, the sick leave "bank" account of the employee shall be increased by the number of days of paid sick leave which he/she would normally be earned in the ensuing fiscal year. An employee's advanced sick leave "bank" shall be adjusted **should** if a change of assignment alters the amount of sick leave **which the employee can earnable.**

#### **16.2.7 Notification of Absence Request for Leave (60.500.1)**

~~In order to receive compensation while absent on~~ for sick leave, or for any other authorized absence that is not approved in advance, the an employee must personally notify the **District in accordance with procedures established by the employee's supervisor or the District. If no procedure has been established, the employee shall notify their** immediate supervisor or designee **prior to the start of their work day if possible, but not later than** of the absence within the first working hour of each day of **absence.** Swing shift personnel must personally notify the immediate supervisor or designee of the absence no later than 10:00 a.m. of each day absent. If conditions make notification impossible, the burden **establishing impossibility** of proof of impossible conditions shall be upon the employee.

All requests for leave, with or without pay, shall be made on forms provided by the Personnel Director **Human Resources** and shall state specifically the reasons for the request, the date desired to begin the leave, and the probable date of return. The request shall be submitted to **Human Resources** the Personnel Director as far in advance of the requested starting date is reasonably possible.

#### **16.2.8 Notification of Return To Work District (60.500.4)**

**In order to allow the District the opportunity to make arrangements for the return of an absent employee,** At least one day prior to his/her expected to work, the employee shall notify his/her **their immediate supervisor of their pending return as soon as possible, but not later than 3:00 p.m. of the work day preceding the employee's return.** in order that any substitute employee may be terminated. If the an employee fails to notify

his/her **their immediate** supervisor and ~~both the employee and the a substitute~~ **has been assigned to work the day the employee returns** report, the substitute is entitled to the assignment, and the employee **may be sent home** shall not receive pay for that day **without pay**.

~~The classified Personnel Office will notify the employee who is on leave of absence, twenty five days before the expiration of such leave, that his/her position is being held pending notification of the employee's intent to return. Such notification shall be sent by U.S. Mail to the Employee's last known mailing address. In the event the employee fails to respond to the District notification fifteen days before the expiration of the leave indicating the employee's intention to return from leave, it is understood that the District may proceed to fill the employee's position. If a leave is granted for fewer than twenty five days or in the event of emergency conditions, the above procedures may be waived by the Personnel Director.~~

#### **16.2.9 Doctor's Note May Be Required** ~~Verification of absence~~

**If the District has reason to question an employee's absence from duty, regardless of the duration of the absence, the District Board may require the employee to present a statement from a state-licensed physician or other source acceptable to the District, verifying the nature and/or duration of the illness by the end of the ensuing pay period.**

**An employee absent five (5) consecutive working days shall provide the District with a doctor's statement verifying medical necessity and duration of the illness, as well as the start and expected return to work date. The medical certification should not include any confidential medical information. Failure to submit a medical certification for the period of sick leave may result in an unexcused leave without pay.** ~~satisfactory proof of the nature, extent, and duration of the illness if it believes an employee to be abusing the use of sick leave. In the event that an investigation results in proof that abuse has taken place, the employee may be subject to loss of pay for the day (s) of the proven abuse and/or other appropriate disciplinary action.~~

#### **16.2.10 General Right to Require Medical Exam**

**The District shall have the right to have an employee examined by a state-licensed physician, at District expense, whenever there is a reasonable question as to the employee's physical, mental or emotional ability to perform the duties of their position.**

#### **16.2.11 No Sick Leave Payoff**

**When an employee leaves employment with the District, however, no compensation may be received for unused accumulated sick leave shall not be paid upon termination.**

~~Health or Quarantine Leave (60.400.7)~~

~~Employees of the district who are quarantined by order of the Orange County Health Department or higher authority shall be granted five days of quarantine leave without loss of pay; however, this quarantine leave shall be charged against sick leave. An official notice signed by the Orange County Health Department shall be presented to the District certifying the quarantine order.~~

~~Revocation of Leave (60.500.2)~~

~~A leave of absence may be revoked by the Personnel Director upon evidence that the cause for granting it was misrepresented or has ceased to exist; but before any revocation is ordered, the employee shall be so notified and shall have the right to request a hearing before the Personnel Commission.~~

**Reference: Education Code 45233, 45136, 45137, 45191, 45196.5**

### **16.3 EXTENDED SICK LEAVE**

**16.3.1** ~~Extended Additional Sick Leave (60.400.3) Illness Absences Policy for Classified Employees (60.400.14) (Education Code Section 45192)~~

**All permanent classified employees who have exhausted all accrued and advanced** ~~A confidential or management employee who is absent from duty because of illness or accident beyond his/her accumulated sick leave shall~~ **receive extended sick leave benefits** be paid at the rate of 50% of **their** his/her daily rate of pay **subject to the following conditions:** ~~for those days beyond his/her accumulated sick leave.~~

- A. Extended** ~~This additional paid sick leave, when added to his/her accumulated sick leave, shall not exceed 100 working days in any one fiscal year.~~
- B. When a regular classified employee has exhausted all accrued, advanced or** ~~It shall not be accumulative and shall be exclusive of any other paid leave, and continues to be~~ **unable to resume the duties of their position due to illness or injury, the employee will be placed on extended sick leave.**
- C. Accrued and advanced sick leave, accrued** ~~authorized compensatory time off and accrued holidays, vacation days must be used before an employee can receive~~ **extended leave pay as described in Subsection A above and is included in the 100 working days extended sick leave period.** ~~or time to which the employer may be entitled. If the absence is due to non-industrial accident or illness, the leave shall run concurrently with sick leave. The~~



extended sick leave described above shall be granted to all **classified** confidential and management employees on July 1 of each year.

### 16.3.2 Extended Sick Leave and Next Fiscal Year

**When the entitlement to extended sick leave is not exhausted at the end of a fiscal year, and the employee continues to be sick or disabled, the employee shall be entitled to receive the regular and extended sick leave benefits available for the new fiscal year. Extended sick leave shall not accumulate from year to year.**

### 16.3.3 Verification of Illness

**All rules governing verification of illness and medical examination in these rules shall also apply to absences taken under this rule.**

### 16.3.4 Termination of Sick Leave (~~60.400.4~~)

If, at the conclusion of all sick leave and additional leave, paid or unpaid, granted under this rule, the employee is still unable to assume ~~their~~ duties of ~~his/her~~ position, ~~he/she~~ **they** will be placed on a reemployment list for a period of 39 months in the same manner as if he/she were laid off for lack of work or lack of funds.

In the event of an absence of a permanent classified employee because of personal illness, work incurred injury, or off-the job injury which occurs or continues after all entitled sick leave, vacation, and any other paid leave-of-absence benefits have been exhausted, the following policy shall apply:

- A. If the employee is not medically able to assume the duties of **their** ~~his/her~~ position, ~~he/she~~ **they** shall be placed on a reemployment list for a period of 39 months. When medically able during the 39 month period, **they** ~~he/she~~ shall be employed in a vacant position in the class of ~~his/her~~ **their** previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case **they** ~~he/she~~ shall be listed in accordance with appropriate seniority regulations.
- B. An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment within a period of seven days after written notification shall be dismissed.
- C. An employee will be taken off the 39-month reemployment list if **they have** ~~he/she has~~ not been placed in a vacant position within 39 months.

**Reference: Education Code 45136, 45190, 45191, 45195, 45196, 45196.5**

## **16.4 INDUSTRIAL ACCIDENT AND INDUSTRIAL /ILLNESS LEAVE (60.400.5)**

### **16.4.1 Sixty (60) Working Days of Full Paid Leave**

All **regular** classified employees (except temporary or substitute employee) Leaves resulting from an industrial accident or industrial illness shall be **entitled to this leave**, granted in accordance with provisions of Education Code Sections 44043 and 45192 and this rule. **A classified employee who is absent from duty for causes which are District related** because of resulting from an **industrial** accident, illness or injury or condition incurred on duty, which qualified under Workers' compensation Insurance, shall be **entitled** granted to not more than exceed a total of sixty (60) working days for each **industrial injury, accident or illness. If the full sixty (60) working days overlap into the ensuing fiscal year, the employee shall be entitled only to the remainder of the sixty (60) working days not used. This leave is non-cumulative and may be taken only during those periods when the employee would normally have been in paid status.**—an occupational leave such provided that neither the number of days for one leave nor the total number of days allowed in one school year for more than one such leave does

An employee in the classified service, who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under provisions of the Workers' compensation Insurance Law, shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits from Workers' Compensation provided that:

1. He/she has probationary or permanent status.
2. The Superintendent or his/her designated representative has determined that the illness or injury was directly related to the performance of his/her duties while in the employ of the Anaheim Union High School District.

### **16.4.2 Reporting of Injury**

**In the case of an industrial accident or injury, the employee must report the incident to their supervisor on the same day whenever possible. Injuries not reported the same day require justification for the delay. When an employee is absent from duty due to an industrial accident or illness, they shall notify their supervisor within the first day of absence that the injury is industrial.**

### **16.4.3 Leave Commences on First Day**

Occupational leave shall be granted from the **An industrial accident or illness leave shall commence on the first day of absence and** disability but shall not extend beyond the last day for

which temporary disability indemnity is received **be reduced by one day for each day of authorized absence.** Only absences which are supported by a physician's certificate and have been verified to be the result of a duty connected illness or injury can be paid under the occupational leave policy. Any absence that cannot be so verified shall be charged against the employee's sick leave or other appropriate leave. An employee while receiving occupational leave benefits must remain within the State of California unless the Board of Trustees authorizes travel outside the state.

#### **16.4.4 Workers' Compensation Check Endorsed To District**

While an employee is on any **During all** paid leaves resulting from an industrial accident or industrial illness, the employee's salary paid by the District shall **endorse to the District any** not, when added to a normal temporary disability **indemnity checks received on account of their industrial accident or illness.** allowance award without penalties granted the employee under State Workers' Compensation Insurance Laws, exceed the employee's regular salary. **The District shall issue to the employee appropriate warrants for payment of wages, loss of benefits, salary and/or leave benefits and shall deduct normal retirement and other authorized contributions.** A permanent employee's regular salary is computed on the basis of the number of hours and days in his/her basic daily assignment. An employee who is not permanent shall have his/her regular salary computed on the basis of the average number of hours worked each month in which the employee was in paid status during the preceding year. Final allowance for permanent industrial disability settlements shall not be subject to remittance to the district under this rule.

During any period an employee is receiving his/her regular salary from the District, he/she is required to endorse over to the District all temporary disability payments received in accordance with Section 44984 of the Education Code. Charges to the employee's leave balances shall be as follows:

1. — Occupational leave shall be reduced by one day for each day of authorized absence regardless of temporary disability payments paid, and
2. — Personal sick leave and/or vacation leave shall be reduced only by that amount necessary to provide a full day's wage or salary when added to temporary disability benefits. Any employee who is absent because of a work connected illness shall not be entitled to receive wages or salary from the District which, when added to temporary disability benefits, will exceed his/her full salary during the period of his/her absence. (See section 44043 Education Code).

#### **16.4.5 Use of Sick Leave After Exhaustion of Sixty (60) Days**

**Upon exhaustion of industrial accident/** Should the employee's absence due to an occupational injury or illness **leave,** extend beyond sixty (60) consecutive working days, the employee shall be

~~entitled permitted to use accumulated personal-sick leave. If the employee continues to receive until-temporary disability indemnity, sick leave will be reduced only in the amount necessary to provide not more than the employee's full salary. payments cease, until he/she returns to duty, or until personal illness credits have been used up, whichever is sooner.~~

#### **16.4.6 Use of Other Leaves After Exhaustion of Sick Leave**

**After all accumulated sick leave has been exhausted, an employee will be paid accumulated compensatory time, accrued vacation and then the employee will be placed on extended illness leave.**

#### **16.4.7 Placement on Reemployment List on Exhaustion of Leave**

~~When all available paid or unpaid leaves have been exhausted, and the employee is unable to return to work, they of absence have been exhausted following an industrial accident or industrial illness, the employee's name shall be placed on a the reemployment list for the class from which he/she was on leave for a period not to exceed thirty-nine (39) months. When the employee is medically able to~~

~~Upon return to work, service from any paid or unpaid leave resulting from an industrial accident or industrial illness, an employee they shall be reemployed in a vacant position in the class according to their seniority on the list. assigned to a position in his/her former class ahead of any employee with a lesser amount of seniority. If no vacancy exists in his/her former class, he/she may displace the most recently appointed employee in the class with less seniority.~~

~~An employee returning from such paid or unpaid leave of absence shall not have any loss or gain in status or benefits other than that which is specifically provided in applicable provisions of the Education Code and Personnel Commission rules. An employee shall continue to receive seniority credit for all purposes while on such a paid or unpaid leave of absences.~~

~~An employee who fails to accept an appropriate assignment after being medically approved therefore shall be removed from the reemployment list. Appropriate assignment is defined as an assignment to the employee's former class, in his/her former status and time basis, and in assignment areas in which the employee has made himself/herself available. Employees removed from a reemployment list under this Rule may appeal the removal to the Personnel Commission.~~

#### **16.4.8 Abolishment of Previous Classification**

~~If the employee's class has an former been abolished during their absence and ceased to exist, the employee has been released to return to work, may be reassigned or placed on a~~

~~suitable reemployment list~~ **the employee shall be placed in a vacant position in a comparable class for which the employee is qualified as determined by the Personnel Director and approved by the Commission.**

**Reference: Education Code 44043, 45190, 45192**

## **16.5 TRANSFER OF SICK LEAVE**

### **16.5.1 Transfer of Sick Leave From Another District**

**Any classified employee of another school district, county superintendent's office, community college, or other public school agency deemed a school district by California law who has been employed for one (1) calendar year or more who was not terminated for cause, who accepts employment with the other district shall be allowed to transfer his accumulated sick leave to this District. The newly hired employee shall request Human Resources to secure the sick leave information from the former district and submit it to payroll for inclusion in the employee's sick leave account.** ~~was hired from another district prior to November 10, 1969, will not be credited with sick leave accumulated while in the employee of another district. If he/she was employed for one year or more in another school district and accepts employment in the Anaheim Union High School district within thirty days of his/her termination date in the other district, he/she may have noted in his/her file the number of unused day and may apply to the Board of Trustees for use of the time, if a need arises. An employee hired by the Anaheim Union High School district on or after November 10, 1969, will automatically qualify for the transfer of illness or injury leave accumulated under Education Code Section 45191 earned in other school districts and community colleges in California provided he/she was employed for one calendar year or more in the other school district and he/she accepts employment in the Anaheim Union High School District within one calendar year of his/her termination date in the other district.~~

## **16.6 UNPAID ILLNESS LEAVE**

### **16.6.1 Six (6) Month Unpaid Leave**

**An employee, who has exhausted all paid leaves and who continues to be absent due to illness or injury, may be granted an additional six (6) month unpaid leave by the Board of Trustees.**

### **16.6.2 Right to Return to Classification**

**Granting an unpaid leave under this Rule shall guarantee the employee the right to return to a position in their former class.**

**16.7 BEREAVEMENT LEAVE (60.400.6)**

**16.7.1 Three (3) to Five (5) Days of Paid Leave**

**In the event of the death of a member of the immediate family, an Every-classified-employee is shall be granted necessary leave of absence, not to exceed entitled to three (3) days, and an additional two (2) days for necessary one way travel beyond 300 miles of the District. of leave of absence for the death of any member of his/her immediate family, or five (5) days if out of state travel is required. Additional days of absence beyond those described herein may be provided under the terms of Personal Necessity Leave in these Rules. Employees granted bereavement leave under this Rule shall suffer no deduction from their salary, nor shall such leave be deducted from leave granted by other sections of these Rules or the Education Code.**

**16.7.2 Immediate Family**

**Members of the immediate family are:**

<b>Mother (Stepmother)</b>	<b>Sister (Step-Sister)</b>
<b>Mother-In-Law</b>	<b>Sister-In-Law</b>
<b>Father (Stepfather)</b>	<b>Brother (Step-Brother)</b>
<b>Father-In-Law</b>	<b>Brother-In-Law</b>
<b>Husband</b>	<b>Grandfather</b>
<b>Wife</b>	<b>Grandmother</b>
<b>Son (Stepson)</b>	<b>Son-In-Law of</b>
<b>Daughter (Stepdaughter)</b>	<b>Daughter-In-Law of</b>
<b>Grandchild of employee</b>	<b>Legal Guardian of</b>
<b>Aunt</b>	<b>Uncle</b>
<b>Niece</b>	<b>Nephew</b>
<b>Foster children</b>	<b>Domestic Partner</b>

**16.7.3 Discretionary Bereavement Leave**

**The Superintendent or their designee shall have the discretion to grant bereavement leave to an employee for persons other than immediate family when unusual circumstances exist. at his/her discretion is authorized to grant additional leave up to three days. No deduction shall be made from the salary of such employee on account of such leave of absence. "Member of the immediate family" as used in this section means the father, mother, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, husband, wife, child grandmother, grandfather, grandchildren, brother, sister, aunt, uncle, niece, nephew of the**

employee, and the like relatives of spouse, or any relative living in the immediate household of the employee.

## **16.8 PERSONAL NECESSITY LEAVE (60.400.10)**

### **16.8.1 Use Up To Seven (7) Days**

An classified employee **may use, upon District approval, not more than** at his/her election, may be granted a total of seven (7) days of personal necessity leave annually, to be charged against his/her accumulated sick leave, **in a fiscal year, in** for the following **cases for personal necessity** reasons:

- A. Death of a member of his **the** immediate family **when additional time is needed beyond the bereavement allowance.** ~~“Member of the immediate family” as used in this section means the father, mother, father in law, mother in law, son in law, daughter in law, sister in law, brother in law, husband, wife, child grandmother, grandfather, grandchildren, brother, sister, aunt, uncle, niece, nephew of the employee, and the like relatives of spouse, or any relative living in the immediate household of the employee.~~
- B. Accident involving **the employee’s** person or property, **or that of a member of their** his/her or person or property of his/her immediate family, **of such a nature that the immediate presence of the employee is required during their work hours.**
- C. **Any other situations of urgency acceptable to the District, for the purpose of conducting personal business which is impossible to transact at other than work hours. Such leave may not be used for seeking other employment, rendering paid services, for recreational activities or for withholding services.** ~~emergencies as determined and approved by the Superintendent. (A written explanation for each absence request shall be filed with the Superintendent). Court appearance as a litigant or as a witness under order, and~~
- D. A classified employee shall be allowed to use two of the seven days of personal necessity absence without loss of pay in accordance with the following:

~~A written statement shall be filed with the Board Of Trustees or its delegated authority explaining the day’s absence and reasons therefore, and~~

The two days shall not be charged against a classified employee’s accumulated sick leave; however, if a classified employee uses this personal necessity absence, he/she will have a remainder of only five (5) days personal necessity



absence, which if used, shall be deducted from his/her accumulated sick leave.

### 16.8.2 Notification of Leave Usage

**Classified employees shall make a request to their immediate supervisor or site administrator and file the "Employee Absence Report" form. Requests shall be made in advance of the anticipated absence, except in emergencies or unexpected situations. In such cases the employee shall request leave as soon as possible.**

### 16.8.3 Personal Necessity Not Cumulative

**Personal necessity leave is non-cumulative and shall not exceed seven (7) days in a fiscal year.**

### 16.8.4

#### Tragedy Personal Necessity Leave

A long term personal necessity leave of absence not to exceed ninety (90) days, may be provided to an employee who experiences a serious tragedy (**life threatening illness/accident**) within his/her immediate family. For purposes of this section, "immediate family" **has been previously defined in 16.7.** ~~shall be defined to include parent, sibling, spouse, dependent child, or any relative living in the immediate household of the unit member.~~ An employee's compensation during such leave shall be equivalent to the employee's regular salary and fringe benefits minus the amount necessary to pay a substitute whether or not a substitute is employed to replace the unit member while on leave.

## 16.9 MATERNITY LEAVE

### 16.9.1 Entitlement to Sick Leave

~~Regular classified Maternity leave is provided female employees who choose to be~~ **must be** absent from their duties because of pregnancy or convalescence following childbirth **shall be entitled to utilize all regular and extended sick leave benefits to which they may be entitled.** ~~Confidential and Management Personnel leave for maternity purposes may be taken in one of the following three ways:~~

Whichever option is chosen by the employee the following rules shall apply:

- a. A leave of absence for maternity purposes (**Maternity Pregnancy Disability** Leave).
- b. Sick leave for maternity purposes.
- c. Combining maternity leave and sick leave for maternity

purposes.

## 16.9.2 Medically Certified Absence

**Paid leave, including regular and extended sick leave, may be used for the period of absence medically certified by the employee's attending physician.** ~~The employee shall give notice of pregnancy to her school principal and/or the district office, together with the expected due date, and a physician's certificate verifying the pregnancy. This shall be done as soon as possible and approved by the District.~~

## 16.9.3 Last Day Able To Work

**An employee requesting maternity leave shall submit a physician's statement and a request for leave form to their immediate supervisor or site administrator. The request for leave and physician's statement should be submitted, if possible, thirty (30) days prior to the anticipated leave.** ~~at the earliest date possible, in no event later than four weeks prior to the actual commencement of maternity leave, advise her school principal and/or the district office of the date on which she will commence maternity leave. She shall not continue to work beyond such date. She may commence maternity leave at an earlier date only if she becomes physically incapable of performing her duties, when certified by her physician.~~

## 16.9.4 Return To Work

**Prior to returning to work, the employee who has commenced maternity leave shall not return to her duties until after her delivery or the pregnancy is otherwise terminated. She shall submit to the District, a release notice of intent to return to work from the treating physician four weeks prior to resuming her position, request an extension of leave, or submit a resignation if not returning.** ~~She may return to her duties as soon after delivery or termination of pregnancy as she can provide a written statement signed by her physician. The release must be provided at least three (3) calendar days prior to the expiration of the leave certifying that they are she is physically and mentally medically release to work able to return to full-time employment. Maternity leave for a prior pregnancy shall not be resumed after having returned to full-time employment.~~

~~The maternity leave shall not exceed one year.~~

~~Maternity leave shall be with or without pay if the employee has paid leave to utilize:~~

~~Sick leave may not be taken during the period of time an employee is on maternity leave, unless the sick leave is due to the condition of pregnancy, a sickness arising out of pregnancy, or the recovery from childbirth.~~

~~Use of Sick Leave for Maternity Purposes~~

~~An employee may apply for paid sick leave due to pregnancy when:~~  
a. ~~verified by a physician that she is no longer able to work due to the condition of pregnancy or the recovery from childbirth;~~

b. ~~that at the time of her release by the physician she shall return to her normal duties.~~

~~Should the length of sick leave exceed her accrued number of sick leave days, she will not be entitled to extra days of sick leave, except as provided in the Education Code for reduced pay sick leave. Sick leave for maternity purposes shall begin at the date the physician decides that continued fulfillment of her duties would be detrimental to her health and shall terminate on the date her physician advises the district she can return to her normal job responsibilities.~~

~~Combining maternity leave and Sick Leave for maternity Purposes Nothing in the maternity leave policy shall prevent an employee from combining maternity leave and sick leave for maternity purposes for the same pregnancy. The employee shall designate, prior to the first day of either type of leave, which days of absence shall be taken as maternity leave and which days shall be taken as sick leave.~~

**Reference: Education Code 45193**

## **16.10 UNPAID CHILD CARE LEAVE**

### **16.10.1 Eligibility and Time Lines for Leave**

**A regular classified employee who is the natural or adoptive parent of a child may be granted an unpaid child rearing leave, when medical disability is not a factor. The leave shall be limited to one (1) year from the time the employee is medically released to return to work or the completion of the adoption procedures.**

### **16.10.2 Beginning and Ending Dates**

**The employee shall establish a beginning and ending date for the child care leave as far possible in advance of the start of the leave. The employee shall file a written request for leave of absence with the site administrator or division/department head using a District leave of absence form. The request form will be forwarded to Human Resources for review, recommended action, and presentation to the Superintendent and Board of Trustees.**

### **16.10.3 Employee May Return Earlier**

**An employee must make a written request, at least three (3) calendar days prior to the expiration of the leave that they are returning to active service. At the discretion of the Superintendent or his/her designee this time may be reduced.**

## **16.11 JURY DUTY LEAVE (60.400.8)**

### **16.11.1 Leave for Jury Duty**

~~When an Regular classified employees who are is called to serve on a for jury duty, he/she will shall be entitled to be absent from duty without loss of pay for the period of the jury service. be paid at his/her regular rate during his/her court services. Upon termination of jury duty, he/she will then submit the court warrant for his/her services to the District Payroll Office for abatement to the general fund. Mileage payment is excluded. When the juror's fees exceed the regular earnings of the employee, the District may grant a leave of absence without pay, and the employee is entitled to retain all of his/her juror's fees.~~

#### **16.11.2 Notification of Jury Leave**

**A request for jury duty leave shall be made by presenting the court summons to the site Administrator or division/divisional head. A copy of the court summons shall be attached to the employee's time report and verification of their time served from the court.**

#### **16.11.3 Return from Jury Leave**

**An employee shall return to work from jury duty if they can complete at least one-half (1/2) of their regular assignment. At no time shall an employee be expected to put in more time, when combining jury duty hours and regular work hours than the employee's regular assignment or eight (8) hours. An employee whose regular assignment commences at 2:00 p.m. or after, and who has served all or any part of the day on jury duty shall be relieved from work with pay for that day.**

### **16.12 WITNESS COURT LEAVE (60.400.9)**

#### **16.12.1 Witness Leave of Absence**

**A leave of absence to serve as a witness in a court case, administrative hearing or tribunal, or to respond to an official order from another governmental jurisdiction for reasons not brought about by the employee being the defendant or plaintiff, shall be granted to all regular classified employees without loss of pay.**

~~An employee who is summoned to appear to any action in which he/she is not a litigant will be given three (3) days of leave without loss of pay.~~

#### **16.12.2 Notification of Witness Leave**

**A request for witness leave shall be made to the site administrator or division/divisional head by presenting the summons, subpoena or official orders. A copy record of the official summons, subpoena or official order shall will be filed attached to the employee's time report with the District Office.**

### **16.12.3 Return from Witness Leave**

**An employee shall return to work from witness leave if they can complete at least one-half (1/2) of their regular assignment. At no time shall an employee be expected to put in more time, when combining witness hours and regular work hours, than the employee's regular assignment or eight (8) hours. An employee whose regular assignment commences at 2:00 p.m. or after, or who has served all or part of the day on witness leave shall be released from work with pay for that day.**

## **16.13 ABSENCE FOR EXAMINATION/INTERVIEW (60.400.11)**

### **16.13.1 Absence for Examination**

**Any classified** Every employee in the ~~classified service~~ shall be permitted **release time** to be absent from his/her duties during ~~working hours in order to take any examination~~ **given by the Commission during their regular working hours** for promotion in the District without deduction of pay or other penalty. **The employee shall** provided that he/she gives **at least two (2) working** days notice to his/her **their** immediate supervisor.

### **16.13.2 Absence for Interview**

**Any classified employee shall be permitted release time to attend an interview for promotion or transfer in the District during regular working hours without deduction of pay or other penalty. The employee shall provide at least two (2) working days notice to their immediate supervisor.**

### **16.13.3 Attendance at Commission Meeting**

**Any classified employee shall be permitted release time to attend a Commission meeting at which a recommendation affecting the employee's classification, position, salary or status is being presented. Release time shall be without deduction of pay or other penalty provided the employee has given his immediate supervisor at least twenty-four (24) hours notice and returns to work after the meeting.**

## **16.14 MILITARY LEAVE SERVICE (60.600)**

### **16.14.1 Military Leave Granted Duration of Leave (60.600.1)**

~~Regular classified employees under official orders, in accordance with the provisions of the Military and Veterans' Code of the State of California a temporary leave of absence who are called to active duty in the Armed Services of the United States of America, including the Coast Guard, shall be granted military leave of absence for the period of service consistent with federal and state law to any classified employee who is a member of the Reserve of any branch of the armed services of the United States or of the national Guard or naval Militia, for a period not to exceed 180 calendar days during any fiscal year.~~

#### ~~Military Replacements (60.600.3)~~

~~Substitute replacements, appointed to positions which have become vacant because of required military service of incumbents, shall be deemed duration positions. Any person subsequently appointed to the class will be considered to have less credit for years of service than the person who left the position to enter military service.~~

#### ~~Re-enlistment (60.600.4)~~

~~Voluntary extension of military service for more than twelve (12) months after the official termination of the original military leave of absence shall constitute automatic resignation from district service.~~

### **16.14.2 Reserve Service Military Reserve Training (60.400.12)**

**Regular classified employees who are members of an authorized reserve corps, and who must be temporarily absent due to active duty training or exercises shall be granted a temporary military leave of absence. A temporary military leave shall not exceed six (6) months.**

~~Military leaves of absence shall be terminated ninety (90) days from the date of release from active service or within six (6) months after any rehabilitation afforded by the United States or of the State of California following such military service. Upon presentation of photo static or certified copies of discharge papers or official documents showing the date of entry and date of release from active service, such employees shall be reinstated in their former position.~~

### **16.14.3 Thirty (30) Days Leave with Pay Effects on Benefits (60.600.2)**

**Regular classified employees shall be granted full pay and other benefits for the first thirty (30) calendar days of military leave. Employees on military leave shall be granted salary advancement and shall continue to accrue seniority for**

**purposes of layoff. No other benefits shall be provided during any unpaid portion of the leave.**

~~Any such employee who has been employed by the District not less than one year,, or who has a combination of school district service and recognized military service of not less than one year immediately prior to the day on which the absence begins, shall be entitled to receive his/her full district salary or compensation as such classified employee for the first 30 calendar days of such absence: provided, however, such salary or compensation is limited to only thirty (30) calendar days of pay for military leave of absence during any one fiscal year.~~

~~2. Military: Any classified employee serving in a regular or probationary position (does not include temporary or substitute) who enlists or is drafted in the recognized Armed Forces of the United States shall be granted a leave of absence for such military service. The rights, privileges, benefits and obligations of such employees shall be governed by the Military and Veterans' Code (395.02).~~

#### **16.14.4 Official Orders**

**In order for a paid or unpaid military leave of absence to be granted, the employee must submit to Human Resources official orders to active or reserve duty, stating the date to report.**

#### **16.14.5 Return From Military Leave**

**Upon return from military leave, the employee shall be reinstated to their same regular position or an equivalent position in the same class** ~~in accordance with Section 60.600.1 of these rules, shall be entitled to benefits in accordance with the following rules and regulations.~~

~~Sick Leave: Any Sick leave credits accumulated prior to entry into military service shall be immediately available to reinstated employees. Sick leave credits shall not be accumulated during the period of military service.~~

~~Vacation: Any classified employee who has been employed not less than six (6) months immediately preceding the date of entry into military service shall be entitled to a lump sum payment for any earned vacation. in accordance with the provision of Section 60.400.1 of these rules. Employees reinstated from military leave of absence shall be governed by the provisions of Section 60.400.1 of these rules for purpose of determining vacation eligibility.~~

~~Salary Increments: Time spent in military service will be counted in granting an employee his/her annual salary increases and he/she shall be eligible to receive all salary increases or special salary~~

~~adjustments granted during his/her absence. upon reinstatement in accordance with these rules.~~

~~Seniority: Time spent in military service will be counted in computing seniority rights for lay-off purposes of such employee if properly reinstated in accordance with these rules.~~

~~Probationary Period: A probationary period employee who enters military service before completion of his/her **their** probationary period shall be required, upon his/her **their** return to school district service following release from military service, to complete the six (6) month probationary period. ~~provided, however that upon completion of this probationary period he/she will be granted seniority and employment rights dating from his/her probationary appointment previous to entering military service.~~~~

#### **16.14.7 Peace Corps**

A regular classified employee who has completed three full years of service in the District may be granted a leave-of-absence for Peace Corps service. The leave will be granted for one full school year with the provision that it will be extended for a second year if the employee continues in Peace Corps service. When such a leave is granted, the employee will be transferred to an unassigned status wherever possible, and upon return will be entitled to a position in the classification he/she held upon leaving, but not necessarily the same position. Year-for-year salary credit will be granted for such experience if it is properly verified to be primarily a job classification similar to that to which the employee returns.

**References: California Military and Veterans Code:  
389, 395, 395.01 to 395.06, 395.1 to 395.4**

#### **16.15 LEAVE TO SERVE IN EXEMPT/TEMPORARY/LIMITED TERM POSITION (60.400.15)**

##### **16.15.1 Exempt/Temporary/Limited Term Leave**

Any **regular** ~~permanent~~ classified employee who accepts an assignment within the District to an exempt, temporary, or limited-term position shall, during such assignment, be considered ~~for~~ **their** ~~his/her~~ regular position, and such assignment shall not be considered separation from service.

##### **16.15.2 Return to Regular Position**

The employee may, with the approval of the appointing authority, voluntarily return to **their** ~~his/her~~ position or a position in the class of **their** ~~his/her~~ permanent status prior to the completion of service in an exempt, temporary or limited-term position. Failure to complete the required service, unless approved as specified herein, will constitute abandonment of position and may be grounds for disciplinary action ~~by the appointing authority.~~



## **16.16 LEAVE of Absence WITHOUT PAY (60.400.13)**

### **16.16.1 When Granted**

~~Members of the classified service~~ **Leaves of absence** may be granted special leaves of absence **to a classified employee upon written request of the employee,** without pay provided such leaves are not detrimental to the best interests of the District, and are recommended by ~~and~~ **the approval of the Superintendent or their designee, subject to the provisions of this Rule.** ~~and approved by the Board of Trustees.~~ Leaves of absence without pay may be granted ~~for any of the following reasons:~~

### **16.16.2 Length of Leave**

**Leave of absence without pay may be granted for any period not exceeding six (6) months, but may be extended for six (6) additional months with the approval of the District.**

### **16.16.3 Reasons**

**A leave of absence without pay may be granted to an employee provided they meet the requirements set forth in this Rule, and for:**

**A. An employee who desires to attend an educational institution or to enter training to improve quality of service.** Improvement: A leave without pay may be granted, at the discretion of the Board, to a regular classified employee for a period not to exceed twelve (12) months in duration, to participate in educational or specialized course of study if such participation is determined by the Personnel Director and the Superintendent to be in the best interests of the school district. Such leave shall require official documentation regarding the nature and scope of the proposed education and/or training project; and based upon these facts, a determination shall be made that the granting of the leave will increase the efficiency and usefulness of the knowledge, skills and abilities of the employee upon his/her return to the service of the District.

**B. Reasons enumerated in this Rule.**

**C. Reasons deemed satisfactory to the District.**

### **16.16.4 Right to Return Reinstatement from Leave (60.500.3)**

**Granting a leave of absence without pay gives the employee the right to return to their position at the end of their leave of absence. Leave without pay is granted only to employees who desire to return to the District.** Upon the expiration of a leave of absence, an employee shall be reinstated in **their** his/her former position if such position still exists.

#### **16.16.5 Cancellation of Leave Without Pay**

**The district may, for good cause, cancel an approved leave of absence by giving the employee due notice**

#### **16.16.6 Vacancy Due to leave Without Pay**

**When a leave without pay is granted, the vacancy thus caused may be filled for the duration of the leave only. The position must be held open for the employee on leave.**

#### **16.16.7 Notice of Return**

~~Notice of the A regular employee's granted a leave under this rule must sign an agreement on forms available in the office of the Personnel Director, stating particularly that the Board will be given written notice no less than thirty (30) days before the expiration of the date of the leave, of his/her intention to return to work at or before the expiration of a leave without pay shall be made, to Human Resources, prior to the return of the employee the District service. The Board may approve or reject the request. Human Resources will notify an employee, who has been filling the position temporarily, of the end of assignment. Failure to give such notice will be considered as notice that the employee will not return and that his/her position is vacant.~~

#### **16.16.8 Failure to Return from Leave (60-500.5)**

~~Failure to report for duty within three (3) working days after the date to return from a leave shall be considered abandonment of position. of absence has been revoked or canceled shall constitute automatic dismissal from District service, unless The employee is subject to disciplinary action up to and including termination. so dismissed shall satisfactorily show that such failure was excusable, in which case the employee shall be reinstated~~

#### **16.16.9 Unpaid Leave of Five (5) Days or Less**

**An unpaid leave without pay may be granted by Human Resources for a period of five (5) working days or less. The unpaid leave must be reported on the employee's time report.**

#### **16.16.10 Unpaid Illness Leave**

~~Health: A regular classified employee at the discretion of the Board, may be granted an unpaid leave of absence without pay for health reasons. The employee must present a doctor's medical certificate. If granted, this leave will be not longer for specified periods of time, but usually not less than six (6) calendar months. If, at the conclusion of six (6) months, the employee is unable to return to duty, they may be granted~~

**one (1) additional six (6) calendar month leave. If the employee is still unable to return to duty after these leaves they will be asked to resign in order to be protected for the thirty-nine (39) month reinstatement period. Failure to resign will result in termination and loss of reinstatement rights.** ~~three (3) months, or more than twelve (12) months. Upon approval of the Superintendent, the leave may be extended at the discretion of the Board. A regular employee, while on an unpaid leave of absence granted by the Board of Trustees, shall maintain any sick leave credits which were accumulated prior to such leave but shall not accumulate any additional sick leave credit during the period of such leave.~~

#### ~~Benefits While On Leave (60.500.6)~~

~~Time elapsed while on leave of absence without pay shall not be counted toward compensation, sick leave or vacation privileges, except an employee absent on Peace Corps service shall include such time toward qualifying for advancement to the next higher step in the salary range, and an employee absent on military leave shall be accorded all the rights and privileges granted by the Education code and the Military and Veteran's Code.~~

#### **16.16.11 Health/Welfare Benefits While on Leave (60.500.7)**

An employee on a Board approved leave of absence without pay, may **continue their benefits through the provisions of Consolidated Omnibus Budget Reconciliation Act (COBRA)**. participate in the District's medical dental and life insurance benefit program at the employee's own expense.

~~Prior to the effective date of the Board approved leave of absence, the employee shall submit a written request to the Business Office to continue or discontinue the medical, dental and life insurance program. A decision to discontinue the program is irrevocable during the period of the leave.~~

~~The employee who elects to maintain the medical, dental and life insurance benefit program shall submit a check or money order to the Business Office for the exact amount of premium on or before the 25<sup>th</sup> days of each preceding month. Failure to comply with this payment provision will result in loss of insurance benefits during the entire period of the leave of absence.~~

#### **16.16.12 Act of God or Other Catastrophe Event (60.400.16)**

In the event that a school district facility to which a classified employee has been assigned for duty is closed on a day on which the employee would otherwise have been required to perform assigned duties due to ~~a~~ an Act of God or other catastrophe and the employee is thus prevented from performing **their** his/her assigned duties at the location, **they** he/she may be reassigned to perform duties at another location during the emergency and shall be paid

**their** his/her full pay unless **they** he/she fail or refuse to perform **their** his/her duties at the new location.

## **16.17 FAMILY SCHOOL PARTNERSHIP LEAVE**

### **16.17.1 Length of Leave**

**A regular classified employee shall be permitted, with district approval, to take up to forty (40) hours off each fiscal year, not to exceed eight (8) hours in a calendar month, to participate in their child's school activities.**

- A. The employee must be a parent, guardian or grandparent with custody of the child.**
- B. The child must be enrolled in kindergarten through grad twelve (12) or attending a licensed child day care facility.**
- C. Employees shall utilize vacation, personal necessity, compensatory time or time off without pay. Absences shall be taken in units of at least two (2) hours.**
- D. An employee shall give reasonable advance notice to his immediate supervisor and complete the appropriate leave forms.**

**Reference: Labor Code 230.8**

## **16.18 FAMILY MEDICAL LEAVE**

### **16.18.1 Family Medical Leave**

**All regular classified employees are entitled to leave in compliance with state and federal law regarding family and medical care leaves.**

~~Serious Illness within the Immediate Family: A leave without pay shall be granted, by the Board of Trustees, to a permanent classified employee for a period not to exceed 12 weeks in duration for a serious illness in his immediate family. "member of the immediate family" as used in this section means the spouse, father, mother, child, or like relative of spouse, or any relative living in the immediate household of the employee. A letter from a medical doctor substantiating the cause for leave shall accompany the request for leave. Health benefits shall be paid for up to a maximum of twelve (12) weeks. Family **Medical Illness** Leave shall run concurrently with all other **applicable** leaves. ~~except maternity leave.~~~~