

58
59 10.1. ~~109~~ If the District has reason to believe that there has been an abuse of leave
60 privileges, the District may require the employee to verify a leave of absence.

61
62 ~~10.1.10. Employees shall notify their immediate supervisor or designee as far in~~
63 ~~advance of all absences as practical; except for emergency, , under no~~
64 ~~circumstances shall be less than thirty (30) minutes prior to the start of~~
65 ~~their shift. Employees shall indicate the reason for their absence and the~~
66 ~~intended date of return.~~

67 [Moved to 10.1.8 above, as modified.]

68
69 10.1.11. Notice of Return: At least five (5) working days prior to the end of any leave of
70 thirty (30) or more calendar days, the unit member on leave must submit in
71 writing to the Human Resources Office, notice of the unit member's intent to
72 return to work, or a request for further leave, or a letter of resignation.

73
74 10.1.12. Misuse of Leave: A unit member may take a leave of absence only under the
75 provisions specified in this section. Unauthorized leaves may result in loss of
76 pay and/or disciplinary action under, Article ~~XVI16,~~ Discipline. Leaves of
77 absence shall not be used for strikes, walkouts, or any other form of concerted
78 action related to employment. Leaves of absence are not for the purpose of
79 working elsewhere; unit members who accept positions in other school districts
80 while on leave without express written approval of District administration may
81 be deemed to have abandoned District employment and may be subject to
82 disciplinary action up to and including dismissal.

83
84 10.1.13. Domestic Partner: Wherever in this Article the word "spouse" is utilized it shall
85 be interpreted and applied to include Registered Domestic Partner.

86
87 10.1.14. Immediate Family: For purposes of this clause Article, "immediate
88 family" means the parent, step-parent, grandparent or grandchild of the
89 employee or of the spouse of the employee, and the spouse, child, child-
90 in-law, step-child, or step-sibling of the employee or the spouse, former
91 legal guardian of the employee or the spouse, or any relative living in the
92 immediate household of the employee.

93 [Moved from Articles 10.4.4 and 10.5.2 below, as modified.]

94
95 Additionally, unit members may designate one person per twelve (12)
96 month period who is not listed above as an immediate family member
97 upon the need to take a leave.

98
99 10.2. Sick Leave

100
101 10.2.1. The purpose of sick leave utilization shall be for illness, injury, diagnosis, care,
102 or treatment of an existing health condition of or preventative care for, and
103 employee that prevents the employee from being able to fulfill his or her work
104 duties and responsibilities.

105
106 10.2.2. A unit member employed for forty (40) hours per week, twelve (12) months per
107 year shall be granted ninety-six (96) hours of leave of absence annually for
108 illness or injury. Every employee who works less than forty (40) hours per week
109 and/or less than twelve (12) months per fiscal year shall have their leave
110 earnings prorated. Unused accrued sick leave shall be carried over from year-
111 to-year.

112
113 10.2.3. Each unit member, at the beginning of the unit member's work year, shall be
114 eligible for the number of sick leave days corresponding to the number of

115 months and hours in the unit member's assignment. However, a newly
116 employed probationary employee shall not be eligible to take more than six (6)
117 days until the first day of the calendar month after completion of six (6) months
118 of active service with the District.

119
120 10.2.4. A unit member may utilize sick leave for pregnancies or disabilities caused or
121 contributed to by pregnancy and/or recovery.

122
123 10.2.5. A doctor's certificate or other proof of illness or disabling conditions may be
124 required by the District for any illness or disabling condition in which the
125 absence is four (4) days or more. Additionally, the District reserves the right to
126 require verification whenever it has reason to believe that there has been an
127 abuse of leave, misuse of leave, or a pattern of absences or excessive
128 absences on the part of an individual employee or group of employees under
129 this section of the Agreement. Such verification requests or requirements must
130 be within legal limits governing privacy of medical information. Physician
131 verification and leave request forms should be submitted to the Human
132 Resources Office as soon as the requirement for such leave is known. Upon
133 the first day of return to duty the employee should submit proof from their
134 treating physician that they may return to their normal duties with or without
135 accommodation.

136
137 10.2.6. Pay for illness/injury leave shall be the same as the regular pay that would have
138 been received had the unit member served during their regularly scheduled
139 workday provided unused illness/injury leave hours are accrued to the
140 employee.

141
142 10.2.7. Unit members who have exhausted their accumulated sick leave will be entitled
143 to differential sick leave for a period, which when combined with accumulated
144 sick leave, shall not exceed 100 working days. When using such leave the unit
145 member shall be compensated at the rate of fifty percent (50%) of the unit
146 member's regular salary. These days of differential sick leave shall be counted
147 as of and run concurrently beginning with the first day of absence due to illness
148 or injury.

149
150 10.2.8. An employee who terminates employment prior to earning sick leave taken in
151 advance of accrual shall have the appropriate amount deducted from their final
152 check.

153
154 10.2.9. Unit members may use up to one-half the amount of their annual sick leave they
155 would accrue in any one year to attend to an illness of a child, parent, spouse, or
156 domestic partner. (See Labor Code sec. 233)

157
158 10.2.10. When all applicable leaves of absence, paid or unpaid, have been exhausted,
159 and if the unit member is not medically able to assume the duties of the unit
160 member's position, the unit member shall, if not placed in another position, be
161 placed on a re-employment list for a period of thirty-nine (39) months. When
162 medically available during the thirty-nine (39) month period, they shall be
163 employed in a vacant position in the class of their previous assignment over all
164 other available candidates except for a re-employment list established because
165 of lack of work or lack of funds, in which cases, they shall be listed in
166 accordance with appropriate seniority regulations.

167
168 10.3. Industrial Injury or Illness Leave
169

- 170 10.3.1. Unit members are responsible for immediately reporting an industrial injury or
171 illness to the immediate supervisor or manager. Unit members shall be granted
172 paid leave for absences caused by industrial injury or illness.
173
- 174 10.3.2. Total allowable leave shall be sixty (60) working days for any one (1) industrial
175 accident or illness during any one (1) fiscal year. When an industrial accident or
176 illness leave overlaps into the next fiscal year, the employee shall be entitled to
177 only those days remaining, if any, of the allowable sixty (60) working days leave.
178 Such leave is not accumulative and, for eligible absences, shall begin on the first
179 day of absence.
180
- 181 10.3.3. The District may require verification of the need for Industrial Injury or Illness
182 leave in writing from a doctor or may utilize the written opinion (s) of medical
183 experts.
184
- 185 10.3.4. During the first sixty (60) working days of verified industrial injury/illness leave,
186 the injured unit member shall be paid their full salary.
187
- 188 10.3.5. Industrial injury/illness leave shall be reduced by one (1) day for each day of
189 authorized absence regardless of compensation awarded under Workers'
190 Compensation.
191
- 192 10.3.6. When an industrial injury/illness leave overlaps into the next fiscal year, the unit
193 member shall be entitled to only the amount of the unused portion of the sixty
194 (60) days leave due for the same illness or injury.
195
- 196 10.3.7. When the sixty (60) day leave period has expired and the employee is still
197 disabled, accumulated sick leave benefits, vacation, and compensatory time,
198 which, when added to their temporary disability indemnity will result in payment
199 to him/her of not more than their full salary. During such period of temporary
200 disability as long as the employee has sick leave, vacation, or compensatory
201 time off available for their use, the District shall require that the temporary
202 disability check be endorsed payable to the District.
203
- 204 10.3.8. When all applicable leaves of absence, paid or unpaid, have been exhausted,
205 and if the unit member is not medically able to assume the duties of the unit
206 member's position **with or without a reasonable accommodation**, the unit
207 member shall, if not placed in another position, be placed on a reemployment
208 list for a period of thirty- nine (39) months. When medically available during the
209 thirty-nine (39) month period, they shall be employed in a vacant position in the
210 class of their previous assignment over all other available candidates except for
211 a re-employment list established because of lack of work or lack of funds, in
212 which case, they shall be listed in accordance with appropriate seniority
213 regulations. A unit member who has been placed on a reemployment list, who
214 has been medically released for return to duty and who fails to accept an
215 appropriate assignment, may be **terminated dismissed**.
216
- 217 ~~**10.3.9. A unit member shall be deemed to have recovered from an industrial**~~
218 ~~**injury/illness and thereby able to return to work with reasonable**~~
219 ~~**accommodations at such time as the attending physician verifies there has**~~
220 ~~**been a recovery.**~~
221
- 222 ~~**10.3.10. During periods of injury or illness, any unit member receiving benefits as**~~
223 ~~**a result of this section, shall remain within the State of California.**~~
224 ~~**Approval for travel outside the state must be obtained from the District.**~~
225 ~~**Failure to obtain such approval may result in a loss of benefits as**~~
226 ~~**provided in this section. Requests for travel outside the state of California**~~

227 shall be considered satisfied if the unit member submits such request to
228 the Human Resources Office. In addition, unit members who, as
229 delegates, attend CSEA's annual Conference out of the state are
230 considered granted permission for travel outside of the state.

231
232 10.4. Personal Necessity Leave

233
234 10.4.1. Employees may utilize up to seven (7) days of accumulated sick leave for
235 purposes of personal necessity. Such leave is not available for purposes of
236 extending a holiday, weekend or vacation, nor for matters of purely personal
237 convenience nor for withholding of services from the District.

238
239 10.4.2. Payment of personal necessity leave shall be made only upon completion of a
240 District payroll form stating the reason for the absence.

241
242 10.4.3. The reasons for which leave may be taken are listed below. Advance
243 permission is requested but not required for leave taken under items a), b), c),
244 d) and e) below:

- 245
246 a. Death or serious illness of a member of the immediate family. **Personal**
247 **necessity under this section may only be taken after bereavement**
248 **leave in Article 10.5 is exhausted.**
249 b. Accident, involving the employee or their property, or the person or property
250 of a member of the employee's immediate family. Such accident must (1) be
251 serious in nature, (2) involve circumstances the unit member cannot
252 reasonably disregard, and (3) require the attention of the unit member
253 during such unit member's directed hours of service.
254 c. An appearance of the unit member in court as a litigant or as a witness
255 under an official order, or subpoena or jury duty provided that the District is
256 not an adverse party in the proceedings. The unit member is expected to
257 return to work in cases where the unit member is not required to be absent
258 the entire day.
259 d. Family emergencies.
260 e. Emergency administration of estate problems involving the employee's
261 immediate family.
262 f. Matters of compelling personal importance.

263
264 10.4.4. ~~**For purposes of this clause, "immediate family" means the mother, father,**~~
265 ~~**grandmother, grandfather, or grandchild of the employee or of the spouse**~~
266 ~~**of the employee, and the spouse, son, son-in-law, daughter, daughter-in-**~~
267 ~~**law, brother, sister of the employee or the spouse, former legal guardian**~~
268 ~~**of the employee or the spouse, or any relative living in the immediate**~~
269 ~~**household of the employee.**~~

270 **[Moved to Article 10.1.14 above.]**

271
272 ~~**10.4.5.**~~ Subject to all the provisions herein, two (2) of the seven (7) days may be
273 utilized for personal necessity which may not meet the specific criteria set forth
274 in Section 4.3 a) through e) above.

275
276 10.5. Bereavement Leave

277
278 10.5.1. Classified unit members are entitled to paid bereavement leave in the event of
279 the death of a member of the immediate family follows:

- 280
281 a. Up to three (3) days for the death of an immediate family member; as
282 defined in 4.4-10.1.4 above. Additionally, unit members may use
283 accrued paid time off (e.g. personal leave or accrued and available

284 sick leave that is otherwise available to the employee) or unpaid leave
285 for a total of five (5) days.

- 286
- 287 b. Up to five (5) days in the event of the death of the unit member's spouse or
288 dependent child;
- 289
- 290 c. Except for circumstances described in paragraph b), if travel of more than
291 200 miles one way is required to attend or arrange for the funeral, up to an
292 additional two (2) days will be granted.
- 293
- 294 d. If bereavement leave in excess of the authorized amount is requested it may
295 be charged to available personal necessity leave. Additional days off (paid
296 or unpaid) may be requested by the unit member.
- 297
- 298 e. In addition to immediate family defined in 10.14.1 above, bereavement
299 leave under this section may also be taken for one additional person
300 per twelve (12) month period as designated by the unit member.

301

302 10.5.2. The leave described in Section 10.5.1 above shall be available to
303 classified unit members that experience a reproductive loss (as defined in
304 Govt. Code § 12945.6, including but not limited to miscarriage, stillbirth or
305 a failed adoption by the unit member or partner). The District shall
306 maintain the confidentiality of the request and purpose of the leave,
307 except as necessary to affect the purpose of the leave.

308

309 10.5.3 Use of ~~this~~ the above leave shall be taken within three (3) months from the
310 date of the death of the family member, and need not be taken
311 consecutively.

312

313 For purposes of this clause, "immediate family" means the mother, father,
314 grandmother, grandfather, or grandchild of the employee or of the spouse
315 of the employee, and the spouse, son, son-in-law, daughter, daughter-in-
316 law, brother, sister of the employee or the spouse, former legal guardian
317 of the employee or the spouse, or any relative living in the immediate
318 household of the employee.

319 [\[Moved to Article 10.1.14 above.\]](#)

320

321 10.5.4 Within thirty (30) days of a request by the District, the bargaining unit
322 member may be required to provide documentation of the death of the
323 immediate family member, as required by law.

324

325 10.6. Jury Duty

326

327 10.6.1. Employees shall be entitled to leave without loss of pay for any time the
328 employee is required to perform jury duty service.

329

330 10.6.2. The District shall pay the employee's regular rate of pay.

331

332 10.6.3. The employee shall pay the District the amount he or she receives as jury duty
333 pay. Any meal, mileage or parking allowance provided to the employee shall
334 not be considered as jury duty pay and the unit member may retain such
335 payments.

336

337 10.6.4. A unit member called for jury duty service who was required to serve at least
338 fifty percent (50%) or more of their regular assigned hours at jury duty that day
339 shall contact and inform their supervisor upon release but shall not be required
340 to report to work for the balance of the day unless there is an emergency.

341 However, no unit member shall be required to work more than their regularly
342 assigned hours when combined with the hours of jury duty service. The unit
343 member will be required to submit a jury duty slip as proof of service.
344

345 10.7. Court Appearance Leave

346
347 Court Appearances are as defined and covered under the Personal Necessity Leave
348 Article except that employees subpoenaed by the District shall be released from duties
349 without loss of compensation.
350

351 10.8. Health Leave (Unpaid)

352
353 The Governing Board may, in its sole judgment and discretion, grant unpaid health
354 leave(s) to permanent employees subject to the provisions of Education Code Section
355 88195.
356

357 10.9. Parenthood Leave

358
359 10.9.1. In addition to utilizing personal necessity leave, a parent may take up to three
360 (3) days paid leave of absence in connection with the birth of one's child.
361

362 10.9.2. In addition to utilizing personal necessity leave, an adoptive parent or parents
363 may take up to three (3) days paid leave of absence in connection with the
364 actual adoption, i.e., taking home, of their child.
365

366 10.9.3. A unit member may request and be granted an unpaid leave of absence up to
367 one (1) year for purposes of childrearing in connection with a newly born, infant
368 or adopted child. The unit member's request shall be made in writing at least
369 ten (10) working days prior to the anticipated starting date of the parenthood
370 leave. An additional six (6) months leave may be granted upon the unit
371 member's request. The unit member must notify the District at least one (1)
372 month prior to returning from leave. Such leave shall run concurrently with and
373 be counted toward Family Medical Leave Act (FMLA) to the extent the
374 employee is eligible.
375

376 10.9.4. Time spent on such leave does not count toward seniority or salary
377 advancement. During such portion of the leave that is not subject to FMLA the
378 unit member may maintain enrollment in the District group health insurance
379 programs by paying the full cost of the premium for such benefits. The unit
380 member shall be returned to work in the same classification as held when the
381 leave began, but is not necessarily entitled to be placed in the precise position
382 held when the leave began.
383

384 10.10. Military Leave

385
386 An employee shall be entitled to military leave as provided by applicable state or
387 federal law and shall retain all rights and privileges granted by such law or laws and
388 arising out of the exercise of military leave, including, but not limited to applicable
389 reinstatement rights.
390

391 10.11. Study Leave

392
393 10.11.1. A permanent unit member may, subject to District approval, be granted a
394 leave of absence without pay, not to exceed one and one-half (1.5) years for
395 the purpose of permitting study by the unit member for the purpose of training
396 or retraining the unit member to meet changing conditions within the District.
397

- 398 10.11.2. During such leave the unit member may maintain their enrollment in the group
399 medical insurance at his or her own expense.
400
- 401 10.11.3. No leave of absence shall be granted to any unit member for study and/or
402 training/retraining purposes who has not rendered service to the District for at
403 least five (5) consecutive years. When a study and/or training/retraining leave
404 has been authorized and taken, an additional five (5) years of service, after
405 return to duty from the last leave, must be completed before another study
406 leave may be granted.
407
- 408 10.11.4. Unit members must notify the District and apply for such leave no less than
409 two (2) months prior to the requested start date for such leave.
410
- 411 10.11.5. Unit members must provide the District with written notice no less than thirty
412 (30) days before the expiration date of the leave, or before May 15, whichever
413 is earlier, of their intention to return. Failure to so notify the District will be
414 considered as notice that the unit member will not return, and the unit member
415 may be subject to termination.
416
- 417 10.11.6. Employee(s) hired to replace unit members while on such leave shall be
418 considered substitute employees.
419

420 10.12. Legislative Leave

- 421
- 422 10.12.1. A permanent unit member who is elected to the State Legislature or Congress
423 shall be granted, upon request, an unpaid leave of absence for the length of
424 the term or terms in office.
425
- 426 10.12.2. Unit members on such leave shall notify the District of intended return at least
427 six (6) weeks prior to the expiration date of the leave.
428

429 10.13. Family Care and Medical Leave

430

431 **10.13.1** Any bargaining unit member shall be granted leave and maintenance of health
432 benefits (if applicable) to the extent provided in the most current version of either the
433 federal Family Medical Leave Act of the California Family Rights Act. In situations where
434 the laws overlap, whichever law is more beneficial to the unit member shall be applied.
435

436 10.14. Catastrophic Leave Bank

- 437
- 438 10.14.1. The District and CSEA agree to the establishment of a Classified Unit Member
439 Catastrophic Leave Bank (Catastrophic Leave Bank). Confidential employees
440 may also participate in the catastrophic leave bank under the same terms and
441 conditions.
442
- 443 10.14.2. Definition of Catastrophic Leave: The intent of this bank is to provide additional
444 financial protection to unit members during a period of prolonged illness/injury
445 or hospitalization, which, for purposes of this Article is defined as an illness or
446 injury which incapacitates the employee or a member of their family for a
447 minimum of sixty (60) working days and/or is, according to competent medical
448 evidence, likely permanently to incapacitate the employee or family member or
449 be characterized as terminal. Catastrophic Sick Leave shall not be available
450 simply because an employee has exhausted all available paid leave.
451
- 452 10.14.3. Participation/Eligibility: Permanent classified unit members with more than five
453 (5) days of accumulated sick leave may participate in the Catastrophic Leave
454 Bank. Unit members who elect to join the Catastrophic Leave Bank may join

455 the bank only during open enrollment periods and must have a waiting period
456 of thirty (30) calendar days after joining the bank before becoming eligible to
457 withdraw from it. The Catastrophic Leave Bank shall not be available to any
458 unit member during a paid leave of absence. New unit members upon
459 completion of probation and unit members returning from a Board-approved
460 extended leave of absence shall have thirty (30) calendar days from the first
461 day of employment to sign up for participation in the Catastrophic Leave Bank
462 if the open enrollment period has expired.
463

464 10.14.4. For purposes of this Article only, "family" is defined as those enumerated in
465 Section 10.1.14.4 of this Article.
466

467 10.14.5. Leave to care for a member of the family shall be subject to all the terms and
468 conditions of this Article and shall only be granted during such periods that the
469 Catastrophic Leave Bank is maintaining a balance of sixty (60) days or more.
470 No more than one member of the same family may utilize Catastrophic Leave
471 at the same time.
472

473 10.14.6. Donation of Days: A unit member may elect to participate in the Catastrophic
474 Leave Bank by donating at least one (1) day (1 day = current daily hours
475 assigned) of their accumulated sick leave or accrued vacation to the
476 Catastrophic Leave Bank. No member shall contribute more than eight (8) days
477 to the Catastrophic Leave Bank in any one (1) open enrollment period. The unit
478 member shall make this donation by filing an appropriate form with the
479 Catastrophic Leave Bank Committee during the open enrollment period. This
480 donation shall be irrevocable. A donation to the Catastrophic Leave Bank must
481 be made from the unit member's accumulated sick leave and/or accrued
482 vacation and shall not be designated to a specific unit member for their exclusive
483 use. Only donors to the bank are eligible for withdrawals.
484

485 10.14.7. Administration of the Bank: A Catastrophic Leave Bank Committee shall
486 administer the Catastrophic Leave Bank. The Committee shall consist of three
487 (3) members, one (1) appointed by the Superintendent and two (2) appointed
488 by CSEA. The Catastrophic Leave Bank Committee shall be responsible for
489 receiving leave requests, verifying validity of requests, approving the full or less
490 than full amount requested or denying requests, communicating its decision to
491 affected unit members and the Superintendent, and soliciting donations of sick
492 leave/vacation days from eligible unit members. Committee decisions are not
493 reviewable through the grievance/arbitration provisions of this Agreement.
494

495 10.14.8. Mandatory Donations: A unit member who has received contributions from the
496 Catastrophic Leave Bank must, upon return to duty, commence repaying
497 donations with a minimum of one (1) accumulated sick leave day or accrued
498 vacation day per year until total donations equal the amount of donated leave
499 received from the bank, minus the number of days originally donated by the
500 unit member.
501

502 10.14.9. Enrollment Procedures: The District shall establish an open enrollment period
503 each year for unit members to participate in the Catastrophic Leave Bank. The
504 enrollment period shall be July 1 through October 1. Once a unit member
505 becomes a participant in the Catastrophic Leave Bank, they shall not be
506 required to reenroll each year.
507

508 10.14.10. Procedures to use/Withdraw Sick Leave – Conditions Restrictions

509 10.14.10.1. In order to be eligible to withdraw catastrophic leave from the
510 bank, the unit member must be a participant and have exhausted
511

512 all of their available and applicable accrued paid leave credits,
513 which includes, but is not limited to, industrial injury leave, sick
514 leave, compensatory time off, and vacation. Receipt of
515 catastrophic leave does not delay the beginning or expiration of
516 the period of eligibility for differential pay, nor does eligibility for
517 differential pay affect the rate at which catastrophic leave is
518 used.

519
520 10.14.10.2. A unit member electing to use the Catastrophic Leave Bank shall
521 complete an appropriate form in order to make a draw on the
522 bank. The unit member must submit this form to the Catastrophic
523 Leave Bank Committee for processing. The unit member must
524 provide, upon request from the Committee an attending
525 physician's statement, which verifies the catastrophic illness or
526 injury and gives an estimated date of return to work. Failure of
527 the unit member to submit a complete application, including
528 medical information provided by the applicant's physician, within
529 twenty (20) calendar days, will disqualify the unit member from
530 further Catastrophic Leave Bank benefits.

531
532 10.14.10.3. In the event that the unit member is personally unable to apply
533 for catastrophic leave, an immediate family member or unit
534 member's agent may make the request for the applicant.

535
536 10.14.10.4. If there are insufficient days in the Bank, there is no obligation to
537 grant leave hereunder, in whole or in part. Neither the District,
538 CSEA, nor Committee shall be legally responsible if there are
539 insufficient days in the Bank to provide a Catastrophic Sick
540 Leave donation.

541
542 10.14.11. Allowable Days: An initial request shall not normally exceed twenty (20) days.
543 A unit member may request an additional twenty (20) days by filing an
544 additional request for consideration by the Catastrophic Leave Bank
545 Committee. The maximum number of days allowed to be utilized by one (1)
546 unit member for a single injury/illness shall not exceed forty (40) days. The
547 number of sick bank days needed by the unit member shall be specified in the
548 initial request. Any days approved by the Committee but unused by the unit
549 member shall be returned to the Catastrophic Leave Bank.

550
551 10.14.12. Method of Payment: When a unit member uses a day from the Catastrophic
552 Leave Bank, pay for that day shall be at the same rate the unit member would
553 have received had they worked their regular schedule that day. No distinction
554 shall be made as to the differing pay rates of the donor and the recipient.

555
556 10.14.13. Accounting: By September 29th of each year, the Payroll Office shall provide
557 the Catastrophic Leave Bank Committee with a statement detailing the
558 number of days withdrawn from the Bank during the past year and the number
559 of days available in the Bank as of the first of July of the current year.

560
561 10.14.14. Termination of Catastrophic Leave Bank: If the Catastrophic Leave Bank is
562 terminated for any reason, the hours remaining in the Bank shall be equally
563 distributed to the then-current unit members enrolled in the Catastrophic
564 Leave Bank. In the event of a natural disaster or catastrophic event having a
565 generalized effect, the Superintendent/President shall retain the right to
566 suspend the provisions of this Article.
567

568 10.14.15. Retrieval of Donated Sick Leave/Vacation Non-Grievable: Retrieval of donated
569 sick leave/vacation used by another unit member pursuant to the provisions of
570 the Catastrophic Leave Bank sections of this Article shall not be subject to the
571 grievance procedure of the Collective Bargaining Agreement. It is understood
572 that donated sick leave/vacation is an irrevocable deposit and cannot be
573 rescinded for any reason.
574

575 10.14.16. Hold Harmless: Any unit member who deposits donated sick leave/vacation
576 into the Catastrophic Leave Bank must sign an agreement stating the unit
577 member agrees to hold the District, CSEA and the Committee harmless for
578 any and all claims and liabilities arising out of such deposit and/or its
579 subsequent use. This section satisfies and supersedes any obligation of the
580 District under California Education Code section 87045.
581

582
583 Copper Mountain Community College
584 District

The California School Employees Association
and its Copper Mountain College Chapter 800

585
586
587 *Jenn Baker*

588 Jenn Baker CHRO

Brittney Blakeley

Brittney Blakeley (Apr 5, 2024 10:51 PDT)

589 Brittney Blakeley #800 President

590 *Jane Kwon*

Jane Kwon (Apr 10, 2024 14:45 PDT)

591 Jane Kwon VP Student Services

Fawn Cambon

Fawn Cambon (Apr 5, 2024 11:13 PDT)

592 Fawn Cambon #800 Negotiator

593 *Randy Erickson*

Randy Erickson (Apr 5, 2024 10:39 PDT)

594 Rex Randall Erickson, Chief Negotiator

Sara Hutson

Sara Hutson (Apr 5, 2024 10:44 PDT)

595 Sara Hutson #800 Negotiator

596 *Shadee Johnson*

597 Shadee Johnson - LRR
598
599












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Final Audit Report

2024-04-22


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By:	Randy Erickson (rerickson@mcdougallawfirm.com)
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