

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOS ALAMITOS UNIFIED SCHOOL DISTRICT
AND THE LOS ALAMITOS EDUCATION ASSOCIATION
CONCERNING CATASTROPHIC LEAVE**

WHEREAS, the Los Alamitos Unified School District ("District") and the Los Alamitos Education Association ("Association") are parties to a collective bargaining agreement ("Agreement") that establishes terms and conditions of employment for unit members;

Catastrophic Leave

1. Definition

Catastrophic illness or injury is defined as a severe or life threatening illness or injury which is expected to incapacitate the unit member for an extended period of time due to the injury or prolonged illness to the unit member, unit member's spouse, or domestic partner, or a unit member's child and requires the unit member to take time off from work for an extended period of time, which creates substantial, often ruinous, medical expenses and creates a financial hardship for the unit member because the unit member has exhausted all accumulated sick leave. An extended period of time is defined as one hundred forty (140) work hours or more.

Such catastrophic illness or injury may include, but not be limited to, heart attack, stroke, kidney failure, cancer, incapacitating disease, major surgery and/or treatment for life threatening illness or hospitalization as a result of a serious automobile or other accident.

The following shall **not** be eligible use of Catastrophic Leave:

- Conditions or illnesses resulting from the commission of a crime
- Elective cosmetic surgery
- Diagnosis of stress
- Illnesses/injury covered under the Workers' Compensation Program
- Routine child birth or maternity leave

2. General Provisions

This program will not be effective until the total Catastrophic Sick Leave Bank ("Bank") reaches one hundred seventy-five (175) hours. In the event that there are unused hours in the "Bank" those hours will be carried over to subsequent years and will count towards the initial one hundred seventy-five (175) hours. The "Bank" will be monitored and recorded with the Payroll Department.

3. Eligibility

Full-time unit members with more than two years of District service (at least 75% of the work year) who are affected by a catastrophic injury/illness, which results in the unit members exhausting all available accumulated sick leave shall become eligible to use the Bank, subject to the restrictions and conditions outlined in these rules. The Bank may not be used if the unit member applies for or has purchased any other benefit or disability insurance program or income protection program either public or private unless the total benefit is less than 100 percent of the unit member's basic salary. Unit members having any additional income benefit must apply for that benefit before they are considered eligible for benefits from the Bank; the Bank may be used in combination with other benefits to bring an employee to 100 percent of the unit member's basic salary.

Participation shall be voluntary, but shall require a contribution to the Bank; only contributors shall be permitted to withdraw from the Bank.

Any full-time unit member who was absent on an extended sick leave at the effective date of this Bank may participate without a donation to the Bank.

4. Donations

Unit members may donate a maximum of thirty-five (35) accumulated sick leave hours to the Bank at a minimum of seven (7) hour increments. The donation shall be irrevocable and cannot be rescinded for any reason. The unit member shall sign an irrevocable "Catastrophic Sick L Bank Deposit Form" with the Human Resource office. All unit members on active duty with the District shall be eligible to contribute to the Bank provided that the unit member has a minimum of one hundred seventy-five (175) hours of earned accumulated sick leave hours remaining after contributing sick leave hours to the Bank.

Hours contributed to the Bank shall be a general contribution, not made for a specific unit member.

Donations shall be made in 7 hour increments. Each 7 hour donation to the Bank shall equate to one (1) day of catastrophic leave. Hours shall be contributed to and withdrawn from the Bank without regard to the daily rate of pay of the participant.

Donations shall not count for retirement credit purposes for the donor.

Donation to the Bank does not constitute automatic eligibility for benefits. Use of the Bank must meet the criteria established herein and approval of the Committee.

5. Utilization of the Bank

Program participants shall use all available accumulated sick leave and one hundred forty (140) hours of differential leave before being eligible to request withdrawal from the Bank. Unit members wishing to use the Bank shall submit a "Catastrophic Sick Leave Bank Request for Withdrawal Form" to the Human Resource Office, stating the number of hours being requested. In the event the unit member is incapacitated and unable to complete the request form, an agent of the employee or family member may submit the withdrawal request form on behalf of the unit member.

If a unit member uses a day from the Bank, compensation for that day shall be at the same rate the unit member would have received had the unit member worked that day. Benefits under this section shall not provide the recipient of the Bank with a greater income than the unit member's normal per diem pay. No unit member shall receive more than 100% of their base salary, including contributions from other sources, while receiving paid leave from the Bank.

Catastrophic Sick Leave benefits shall only be used for dates that the unit member is normally in regular contractually paid status.

The maximum number of hours allowed per eligible unit member for a single catastrophic injury/illness shall not exceed one hundred forty (140) hours. The minimum leave allowed per eligible unit member for a single catastrophic injury/illness shall not be less than thirty- five (35) hours.

Unit members may use approved hours from the Bank intermittently in order to receive and recover from therapies and/or treatments directly related to the illness or injury for which the withdrawal from the bank is originally approved.

If there are insufficient hours in the Bank, there is no obligation to grant leave hereunder, in whole or part. Neither the District, Association and/or Committee shall be legally responsible if there are insufficient hours in the Bank to provide benefits through the Bank. The Committee may elect to request additional donations through additional periods of open enrollment during the year.

The use of the Bank shall run concurrently with provisions of Article VI, Leaves of Absence.

Any hours approved by the Committee that are unused by the unit member within 60 days of the date the leave is granted shall be returned to the Bank.

Unit members requesting hours shall submit verification of catastrophic illness in the form of a written medical statement from the attending physician indicating the severity (but not the diagnosis) of the illness/injury and the estimated length of absence from work.

The unit member shall waive any and all claims against the Board of Education, District, its officers and employees, the Committee, and the Association, arising from the administration of the Program.

Any unauthorized use of hours granted shall result in the return of the amounts paid to the unit member for hours granted, through the garnishment of the unit member's wages and will terminate the unit member's continued or future participation in the Program.

6. Catastrophic Leave Bank Committee (Committee)

The Committee shall be composed of LAEA Lead Negotiator and one (1) bargaining team member selected by the association, the Assistant Superintendent for Human Resources, and one (1) administrator selected by the District. The Committee shall determine:

- a. Whether or not the unit member qualifies for withdrawal from the Bank
- b. The number of hours allotted from the Bank (may not exceed the lesser of 140 hours or the number of hours in the Bank)

The Committee shall normally render a decision regarding Bank requests within fifteen (15) calendar days upon receiving the Request Form.

Decisions of the Committee shall be final and are not subject to Article VII, Grievance and Arbitration Procedures.

The Committee may require a medical review by a physician of the Committee's choice at the requesting member's expense for the sole purpose of determining whether the member is eligible under the terms of this MOU. The Committee shall choose a physician under the negotiated insurance policy. Refusal to submit to the medical review will terminate the unit member's initial or continued withdrawal from the bank.

The Committee shall keep information of all participants of the Bank confidential.

The Request Withdrawal Form shall include:

- Amount of sick leave requested
- Verification of eligibility to withdraw from Bank
- Verification of catastrophic illness in the form of a written medical statement from the attending physician indicating the severity but not the diagnosis of the illness/injury, the estimated length of absence from work, and certifying that the illness or injury is not one of the conditions listed in section 1 of this MOU.

7. Termination of the Bank

If the Bank is discontinued, the hours remaining in the Bank shall be forfeited.

8. Hold Harmless

The Association agrees that it will not file, on its own behalf or on the behalf of any unit member, any grievance, claim or lawsuit of any kind related to any attempt by a unit member to retrieve donated sick leave used by another unit member pursuant to this provision. The Association agrees that it will not file, on its own behalf, or on the behalf of any unit member, any grievance claim, or lawsuit of any kind which attempts to challenge in any way the legality or implementation of this Memorandum of Understanding.

This Memorandum of Understanding shall expire on its own terms on June 30, 2023, and thereafter shall be of no further force or effect unless extended by the written agreement of the parties.

This Memorandum of Understanding shall not affect any other provision of the parties' collective bargaining agreement, nor shall any other subject or matter covered by the parties' agreement become open to negotiation as a result of this Memorandum of Understanding.

This Memorandum of Understanding shall not establish a precedent for negotiation of any other policy or subject.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

LOS ALAMITOS EDUCATION
ASSOCIATION

By:

Stacy Schmitz
LAEA President

Date

LOS ALAMITOS UNIFIED SCHOOL
DISTRICT

Joe Fraser Ed.D.
Assistant Superintendent
Human Resources

Date