

ARTICLE ____: TRANSFERS AND REASSIGNMENTS

TRANSFER: The movement of an employee from one work site to another work site.

TRANSFER PERIOD: A ten (10) working day period will be established during the last nine weeks of the school year.

A. The Board recognizes that the placement of an employee at a work site shall be the responsibility of the Board upon recommendation of the Superintendent.

B. Voluntary Transfers

1. Employees desiring a transfer from one job site to another shall submit a Transfer Request Form to the administrator at the location(s) to which they wish to transfer. Employees who desire a transfer shall discuss transfer with their present administrator before filing an application. Transfer forms shall be valid from the opening of the transfer period in the prior last nine weeks of a school year through September 30 of the current school year. Example--Valid April 25, 2018 through September 30, 2019. Anyone who has not received a transfer by that date will have to file new application(s).

2. During the transfer period an administrator may fill a vacancy from his/her school's pool of transfer applicants before the position is advertised to the public.

3. When a vacancy occurs, an administrator shall interview all employees who are on their transfer list for that vacancy unless an employee was previously interviewed for a similar position within the last twelve (12) months. In that case the administrator may re-interview the applicant but is not required to do so.

C. Involuntary transfers

1. In cases where the situation calling for the transfer of an employee cannot be resolved with a voluntary transfer, the Board may make an involuntary transfer based upon the following criteria:

- a. certification.
- b. length of continuous service in Santa Rosa County.
- c. specialized experience.
- d. evaluations.

2. If the above criteria is not used in making a transfer or a unilateral transfer is made, written justification for the involuntary transfer will be furnished the employee within 30 calendar days of administrative action on the transfer and will become a matter of record.

1 **REASSIGNMENT:** The change in an employee's regular assigned duties or a major
2 change in responsibilities. The work location of the employee does not change.

3
4 **D. Voluntary reassignments.**

- 5 1. Employees desiring a reassignment shall submit a Reassignment Form.
6
7 2. Administrators shall discuss reassignment with all employees who have submitted
8 requests.

9
10 **E. Involuntary reassignments.**

- 11
12 1. In cases where the situation calling for the reassignment of an employee cannot
13 be resolved with a voluntary reassignment, the administrator may make a
14 reassignment considering the following criteria:
15 a. length of continuous service within the school.
16 b. specialized experience.
17 c. evaluations.
18
19 2. If the above criteria is not used in making a reassignment or a unilateral
20 reassignment is made, written justification will be furnished the employee within
21 30 calendar days of administrative action on the reassignment and will become a
22 matter of record.

23
24 **F. If a program is being moved from one site to another, then the employee will move**
25 **with the program. However, the employee may request reassignment or transfer.**
26 **The request will be considered.**
27

ARTICLE ____: VACANCIES

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2
3 A. Within three (3) working days after being notified by a principal/administrator that a
4 vacancy exists, the Superintendent or a designee shall post this vacancy on the district
5 website.

6
7 Vacancies shall be posted for a minimum of five (5) working days except for those
8 occurring from three weeks prior to pre-planning until the last day for students.
9 These shall be posted for a minimum of three (3) working days

10
11 B. When filling vacancies, an administrator shall consider:

- 12 1. 1st - Reassignment requests.
13 2. 2nd - Transfer requests.
14 3. 3rd - Other applicants.

15
16 C. The application will be maintained electronically and it can be updated online through
17 the District website.

18
19 D. Employees desiring to be informed of vacancies occurring during the summer months
20 shall assume the responsibility of keeping themselves informed of such vacancies
21 either through the schools, human resources office, or the Association.

22
23 E. Job descriptions shall be made available to interested applicants.

ARTICLE ____: LEAVE OF ABSENCE

A. Sick Leave

1. **Sickness or Death** - Any employee employed on a full-time basis shall be entitled to four days of sick leave as of the first day of employment of each contract year, and shall thereafter earn one day of sick leave for each month of employment, which shall be credited to the employee at the end of that month, and which shall not be used prior to the time that it is earned and credited to the employee, provided, that the employee shall be entitled to earn no more than one day of sick leave times the number of months of employment during the year of employment. No employee shall be entitled to earn more than one day of sick leave times the number of months of employment during the year of employment. Such leave shall be taken only when the employee is unable to perform duty because of personal illness or illness or death of father, mother, brother, sister, husband, wife, child, or other close relative or member of his/her own household. The employee shall notify his/her immediate supervisor as early as possible. There shall be no limit on the number of days of sick leave an employee may accrue, provided that at least one-half of this cumulative leave must be established within the district granting such leave. Any sick leave applied for that qualifies for leave under the Family and Medical Leave Section of this agreement shall be used in conjunction with the rules of that section of this Agreement.

2. **Personal Leave** - Six days of personal leave will be allowed to an employee each year; provided that such days shall be charged to accrued sick leave, provided further, that personal leave days shall be non-cumulative. An employee planning to use personal leave day or days shall notify his/her principal at least one day in advance, except in an emergency, which can be substantiated by request. No more than 15 percent of a school faculty shall be granted personal leave on any given day. Requests will be granted on a first come, first serve basis.

3. **Terminal Pay Benefits** – An employee will be paid terminal pay for accumulated sick leave at retirement, participation in DROP, or to his/her beneficiary if service is terminated by death. Payment will be in month following effective retirement date unless (e) is selected or (f) is applicable. Investment plan participants will be eligible for terminal sick leave pay only if the participant meets the normal retirement age or years of service as defined in paragraph b.(1)(a) below. No payment for sick leave will be made to investment plan participants under the early retirement criteria for pension plan participants as listed in paragraph b.(2)(a) below except by specific School Board action for retirement incentives for all employees.

a. Any employee entitled to terminal pay benefits shall have been under contract

1 to render services for the period immediately preceding retirement or death
2 and shall not be under suspension from duty except for reasons pertaining to
3 health, or have any charges pending which could result in dismissal from
4 employment.

5 b. Retirement as used in this section shall be defined as (1) the filing with the
6 Board resignation forms that have been signed and notarized and (2) the
7 filing of the proper paperwork with the Division of Retirement with an
8 effective retirement date within six (6) months of separation date from school
9 board.

10
11 (1) Normal retirement age or date is the time the employee is first eligible to
12 receive a retirement benefit without a reduction of benefit because of
13 employee age.

14 (a) Pension Plan-Normal retirement under FRS is at least six (6) years of
15 creditable service and age sixty-two (62) or thirty (30) years
16 creditable of service regardless of age IF employed on or after July 1,
17 2011 is age sixty-five (65) with at least eight (8) years of creditable
18 service or 33 years of creditable service regardless of age.

19 (b) Investment Plan- An employee after one (1) year of FRS under this
20 plan and is not eligible to participate in DROP.

21
22 (2) Early Retirement

23 (a) Under FRS early retirement occurs when the employee has at least
24 six (6) years of creditable service but has not reached normal
25 retirement age or date (age 62 or 30 years of service) or for pension
26 plan member enrolling in the FRS for the first time on or before July
27 1, 2011 early retirement occurs when the employee has at least eight
28 (8) years of creditable service but had not reached normal retirement
29 age or date (age 65 or 33 years of service).

30
31 c. Daily rate of pay shall be calculated by taking the regular contract salary of
32 the individual and dividing by the days in the contract period. Supplemental
33 pay or pay for part-time additional jobs shall not be used in calculating daily
34 rate of pay.

35 d. Terminal pay shall not exceed an amount determined as follows:

36 (1) During the first three (3) years of service the daily rate of pay multiplied
37 by thirty-five (35) percent times the number of days of accumulated sick
38 leave.

39 (2) During the next three (3) years of service the daily rate of pay multiplied
40 by forty (40) percent times the number of days of accumulated sick
41 leave.

42 (3) During the next three (3) years of service the daily rate of pay multiplied
43 by forty-five (45) percent times the number of days of accumulated sick

1 leave.

2 (4) During the next three (3) years of service the daily rate of pay multiplied
3 by fifty (50) percent times the number of days of accumulated sick leave.

4 (5) During and after the thirteenth (13) years of service the daily rate of pay
5 multiplied by one hundred (100) percent times the number of days of
6 accumulated sick leave. However, the number of days may not exceed
7 the number of working days for the employee's pay type for a school
8 year, or the number of sick leave days the employee has accumulated as
9 of June 30, 1996, whichever is larger.

10 e. If an employee is not participating in **DROP** and has at least fifty (50) days of
11 accumulated sick leave, payment for sick leave days may be made in two
12 calendar year installments after resignation, but prior to official retirement
13 date, if resignation has been signed and notarized by October 31 of a calendar
14 year and the effective retirement date is no later than December 1 of the next
15 calendar year. Payments will be made in December and the month of effective
16 retirement date. Initial payment will be one-half (1/2) of accumulated sick
17 leave days payable at the percentage stated above. These days (one-half of
18 the accumulated sick leave days) shall then be charged to the employee's
19 record as having been used. The final payment shall be calculated based on
20 the number of accumulated sick leave days at date of retirement and at the
21 appropriate percentage as stated in 1-5 above. An employee who selects to
22 use the above method of receiving their terminal pay will not be eligible to use
23 the sick leave bank until (1) all of their sick leave and annual leave has been
24 depleted and (2) the employee has been on leave without pay for the number
25 of days equal to the number of sick leave days for which they have been paid
26 according to this policy. In the event the employee rescinds the resignation
27 and the School Board approves the request, the employee may buy back any
28 or all of the days of sick leave paid for under the above sections. The buyback
29 rate shall be the same as the rate paid to the employee.

30 f. If an employee is participating in **DROP** and has at least fifty (50) days of
31 accumulated sick leave, payment shall be distributed according to the following
32 table.

Months in DROP	Number of Payments	Portion for each payment balance
01 - 12	1	balance
13 - 24	2	1/2, and balance
25 - 36	3	1/3, 1/2, and balance
37 - 48	4	1/4, 1/3, 1/2, and balance
49 - 60	5	1/5, 1/4, 1/3, 1/2, and balance

41 Payments shall be as follows:

42 The first and all succeeding payments, other than the final payment, shall be in
43

1 June, starting in the year the employee enters DROP. The final payment shall
2 be in the month following the last date worked. (Example, last day worked =
3 June 30, final payment = July.) If an employee enters and exits DROP and will
4 not be employed in June of that year, then the remaining balance shall be paid
5 in the month following last date worked. At no time when a payment is to be
6 made, other than the final one, shall the number of remaining days of sick
7 leave be allowed to be less than fifty (50). If that would be the case then
8 either a partial payment or NO payment shall be made.

9
10 An employee in DROP will not be eligible to use the sick leave bank until (1)
11 all of their sick leave and annual leave has been depleted and (2) the
12 employee has been on leave without pay for the number of days equal to the
13 number of sick leave days for which they have been paid while in DROP.

14
15 g. Payment for unused sick leave and annual leave shall be processed through
16 the "FICA Alternative Plan for the Santa Rosa County School Board - Plan
17 001" ("Plan"). The Plan is in accordance with the provisions of the Bencor
18 National Government Employees Retirement Plan as approved by the Santa
19 Rosa County School Board on May 13, 1999. It is understood that should an
20 employee request their funds from the Plan upon separation from the School
21 Board, the company will facilitate getting the employee their money within
22 two weeks of the request or of receiving the money from the School District
23 whichever comes last. No employee shall lose funds as a result of the Plan
24 by withdrawing their money within 30 days after terminating employment
25 with the School Board and the money has been submitted to the Plan.

26 4. A Santa Rosa County School District employee may donate accrued sick leave to a
27 spouse, child, parent, or sibling, who is also an employee of Santa Rosa County
28 School District. The recipient may not receive or use the donated sick leave until
29 all of his/her sick leave has been depleted, excluding sick leave from the Sick
30 Leave Bank. Anyone who donates accrued sick leave will not be eligible to use the
31 sick leave bank until (1) all of their sick leave has been depleted and (2) the
32 employee has been on leave without pay for the number of days equal to the
33 number of sick leave days he/she donated.

34 B. Maternity Leave

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36
37 1. A full-time employee who is an expectant mother at the beginning of the school
38 term or who becomes pregnant during the school term shall be granted maternity
39 leave as provided herein. When an employee determines that she is pregnant and
40 wishes to take maternity leave or family adoption, she shall file with the
41 Superintendent a written application for leave with an attached statement from
42 the attending physician stating the expected date of birth of the child. If possible
43 the employee and her immediate administrative superior shall mutually agree to

1 the effective date for the suspension of services. Such decision shall be based on,
2 but not limited to, physical condition, effectiveness in carrying out her assigned
3 duties, availability of a satisfactory replacement, term of service required for credit
4 for a year of service, and the recommendations of the attending physician. The
5 administrative superior shall determine and inform the employee as to the number
6 of days or hours of service required for her to receive credit for a year of service
7 for continuing or professional services contract and salary purposes during that
8 school year. When a mutually acceptable date for the suspension of services
9 cannot be achieved, the Superintendent shall evaluate the recommendations and
10 information submitted to him by both the employee and their immediate
11 administrative superior and shall make an appropriate recommendation to the
12 School Board for its consideration and action.

13
14 2. Maternity leave for an employee shall be granted only when a contractual
15 relationship exists which will be in effect during the period of the leave. The leave
16 application shall specify the period for which leave is requested; provided that
17 leave in excess of one year will not be allowed.

18
19 3. Subsequent to the birth of the child, the employee will be returned to duty in
20 accordance with the approved leave application; provided that a certificate from
21 the attending physician is filed with the Superintendent certifying that the
22 employee is physically and emotionally able to return to duty.

23 a. Where an employee in annual contract status is granted maternity leave the
24 employee must be under contract to render services for the school year
25 during which such leave is to occur. Any employee in annual contract status
26 requesting leave for an entire school year must be duly re-appointed and shall
27 enter into a written contract to render services for the ensuing school year
28 prior to the approval of leave. Leave granted to such person shall not be
29 interpreted to assure reappointment for the next school year but shall be only
30 for the purpose of protecting probationary service for continuing or
31 professional services contract purposes. Any employee in annual contract
32 status and on leave shall be considered for reappointment at the time of the
33 reappointment of instructional personnel. Any employee whose services are
34 not satisfactory and who would not, at the time of leave, be considered for
35 reappointment will not be granted leave. Under no conditions will such leave
36 be granted unless the employee has signed a contract covering the period for
37 which the leave is granted.

38 b. Any employee on maternity leave for the remainder of a school year or for the
39 entire school year who, on expiration of leave, wishes to return to duty at the
40 beginning of the next school year shall notify the Superintendent in writing of
41 such desire by not later than April 1.

42 c. If a continuing or professional services contract employee notifies the
43 Superintendent as stated in (b) above, of her desire to return to active

1 employment, such employee shall be assigned to the same or similar position
2 which she held at the time the leave commenced, or if that position is no
3 longer available, to a substantially equivalent position.

- 4 d. An employee taking maternity leave may, at their option, use any or all of
5 their accrued sick leave, with appropriate statements from their doctor(s).
6 e. Any maternity leave applied for that qualifies for leave under the Family and
7 Medical Leave section of this agreement shall be used in conjunction with the
8 rules of that section of this Agreement.

9
10 4. While maternity leave is leave without pay, the employee, upon being granted
11 maternity leave, may request, and if approved by the Board be placed on
12 annual leave with pay until all or part of the employees accrued annual leave
13 credits have been used. However, if the employee requests that annual leave
14 not be used during the maternity leave period, the School Board shall permit
15 the employee to retain the annual leave credits and place the employee
16 immediately on leave without pay.

17
18 5. Prior to being placed on maternity leave of absence, any employee who suffers
19 any illness caused or contributed to the pregnancy, miscarriage or abortion shall
20 be allowed to use accrued sick leave.

21
22 C. Family and Medical Leave

23
24 The Board shall comply with the Family and Medical Leave Act, provided an application
25 for such benefits is submitted with the request for leave and the employee qualifies for
26 such leave. The inclusion of said leave shall not result in the diminishment of leave or
27 benefits that were available prior to the Family and Medical Leave Act. Guidelines for
28 such leave shall be as follows:

29
30 1. Eligible Employees

31
32 Employees of Santa Rosa County School Board who have worked for the Board for
33 at least 12 months and have worked at least 1,250 hours during that time may be
34 entitled to a total of 12 work weeks of leave during any 12-month period when
35 leave is taken for one or more of the following circumstances;

- 36 a. The birth of a son or daughter of an employee and to care for the child;
37 b. The placement of a son or daughter with an employee for adoption or foster
38 care;
39 c. To care for the spouse, son, daughter, or parent of an employee, if the family
40 member has a serious health condition; or
41 d. The employee is unable to perform the functions of the position because of
42 the employee's own serious health condition.
43

1 A "serious health condition" is an illness, injury, impairment, or physical or mental
2 condition that involves: (1) inpatient care at a hospital, hospice, or residential
3 medical care facility; or (2) continuing treatment by a health care provider.

4
5 In the case of the birth or placement of a child for adoption or foster care, the
6 employee's entitlement to leave expires at the end of the 12-month period
7 beginning on the date of the birth or placement.

8
9 Where both spouses work for the Board, their total, combined leave in any 12-
10 month period is limited to 12 weeks if leave is taken for the birth or adoption of a
11 child.

12 13 2. Intermittent or Reduced Schedule Leave

14
15 When medically necessary, intermittent or reduced schedule leave can be taken in
16 cases of a serious health condition, either an employee's own or that of a family
17 member. Intermittent or reduced leave schedule is not available for the birth or
18 placement of a son or daughter.

19
20 Employees seeking intermittent or reduced schedule leave based on planned
21 medical treatment are required to produce medical certification outlining the dates
22 on which treatment is expected and the duration of the treatment. Employees are
23 expected to make a reasonable effort, subject to the health care provider's
24 approval, to schedule treatment so as to not unduly disrupt the Board's
25 operations. Employees are also required to give the Board, through the human
26 resources department, thirty (30) days notice or as much notice as is practicable
27 of their intentions.

28
29 In the event an employee requests intermittent or reduced schedule leave due to
30 a family member's or the employee's own serious health condition, the employee
31 may be transferred by the Board to a temporary alternative job for which the
32 employee is qualified and which better accommodates the Board's needs and that
33 of the employee.

34
35 Instructional employees who request intermittent leave on a reduced leave
36 schedule to care for a family member, or for the employee's own serious health
37 condition, which is foreseeable based on planned medical treatment, when the
38 employee would be on leave for more than 20 percent of the total number of
39 working days over a period the leave would extend, are required to choose either
40 to:

- 41 a. Take leave for a period or periods of a particular duration, not greater than the
42 duration of the planned treatment; or
- 43 b. Transfer temporarily to an available alternative position for which the

1 instructional employee is qualified which has equivalent pay and benefits and
2 which better accommodates recurring periods of leave than does the
3 employee's regular position.

4
5 If the instructional employee does not give required notice of foreseeable family
6 and medical leave as required by this section for intermittent or on a reduced
7 leave schedule, the superintendent may require, at his/her discretion, the
8 employee to take leave of a particular duration, to transfer temporarily to an
9 alternative position, or require the employee to delay the taking of leave until the
10 notice provision is met.

11
12 **3. Notice**

13
14 A minimum of thirty (30) days advance notice of an employee's intent to take
15 leave is required when it is foreseeable because of:

- 16 a. The expected birth of a baby;
17 b. The expected placement of a child for adoption or foster care;
18 c. Planned medical treatment for a son, daughter, spouse, or parent with a
19 serious health condition; or
20 d. Planned medical treatment in case of the employee's own serious health
21 condition.

22
23 If leave has to begin in less than thirty (30) days as a result of one of the above-
24 referenced circumstances, the employee still must provide the Board, through its
25 human resources office, with advance notice as is practicable.

26
27 When notified of the need for FMLA, notice will be provided in writing, within ten
28 (10) working days, from the Human Resource Office to the employee concerning
29 eligibility for FMLA and the employee's Rights and Responsibilities. When the
30 employee fails to notify the Human Resource Office in these circumstances, the
31 employee will be considered to have taken "unauthorized leave" and be subject to
32 progressive disciplinary action.

33
34 **4. Certification**

35
36 When leave is requested based on a family member's or employee's own serious
37 health condition, the employee must provide, in writing, a medical certification of
38 the condition and the need for leave from the employee's health care provider
39 within ten (10) days of the written request for leave. This certification must
40 contain:

- 41 a. The date the serious health condition began;
42 b. The probable duration of the condition;
43 c. The appropriate medical facts regarding the condition that are within the

1 knowledge of the health care provider;

2 d. Where leave is based on care of a spouse, child or parent, a statement that
3 the employee is needed to provide the care and an estimate of the amount of
4 time that the need will continue;

5 e. Where leave is based on the employee's own serious health condition, a
6 statement that the employee is unable to perform the functions of his/her job;
7 and

8 f. Where intermittent or reduced leave is sought for planned medical treatment, a
9 declaration from the health care provider stating that this kind of leave is medically
10 necessary, the dates that treatment is expected to be given and the duration of
11 the treatment.

12
13 This certification will be treated as a confidential medical record and information
14 will be disclosed only on a strictly need-to-know basis, unless otherwise required
15 by Florida law.

16
17 5. Use of Paid Leave

18
19 Accrued paid leave can be elected as follows:

20 a. Accrued paid vacation or sick leave for birth, placement or to take care of a
21 sick family member: or

22 b. Accrued paid vacation or sick leave to take care of a sick family member or
23 because of the employee's own serious illness.

24 An employee who wishes to take Family Medical Leave is required to first use all
25 accrued paid leave. Family Medical Leave will begin on an hour for hour basis if
26 intermittent and on the next full work day of absence for a planned continuous
27 leave period.

28
29 6. Recertification of Medical Condition

30
31 a. An employee who has taken leave because of a serious health condition
32 (excludes leave needed for routine maternity leave) or that of a family member
33 is required by the board to obtain subsequent written recertification of the
34 medical condition when the original certification states a full recovery sooner
35 than the 12 weeks of FMLA eligibility or at the end of the twelve month FMLA
36 designation period, whichever occurs sooner. The Board also requires
37 employees on leave under this provision to report periodically, at least every
38 four (4) weeks, on his or her status and the intention of the employee to
39 return to work. Failure of the employee on leave to report periodically on his or
40 her status may subject the employee to discipline for unexcused absences. Any
41 employee who has exhausted all paid leave can petition the Superintendent
42 and board, by letter, requesting that unpaid hardship leave be granted.

43 7. Restored Employment

1
2 Eligible employees who comply with all provisions of this section and who return
3 from family and medical leave have the right to return to the job position that they
4 held when they went on leave, or they may be placed, in the discretion of the
5 Board, in an equivalent position with equivalent benefits, pay, and other terms
6 and conditions of employment. While on leave, eligible employees will retain all
7 accrued benefits. Restored employees, eligible employees returning from family
8 and medical leave, are not entitled to accrue seniority or employment benefits
9 during any period of leave. Restored employees are not entitled to any right,
10 benefit or position of employment other than any to which they would have been
11 entitled had they not taken the leave.

12
13
14 As a condition to restoring an employee whose leave was based on the
15 employee's own serious health condition, each returning employee may be
16 required to provide, in writing, to the Human Resources Department a certification
17 from the employee's health provider stating that the employee is able to resume
18 work.

19
20 **8. Maintenance of Benefits**

21
22 The Board will maintain group health plan coverage for employees on family and
23 medical leave for the duration of the eligible employee's leave. Coverage will be
24 provided on the same level and under the same conditions that coverage would
25 have been provided if no leave had been taken.

26
27 In the event an employee fails to return to work after the period of leave expires,
28 the Board may recover any premiums the Board paid for coverage during the
29 leave period. Such recovery can be taken from any benefits or wages owed by
30 the Board to the employee.

31
32 In the event, however, that the employee fails to return to work because of the
33 continuation, recurrence, or onset of a serious health condition of a family
34 member or the employee's own serious health condition that would otherwise
35 entitle the employee to take leave, or due to other circumstances beyond the
36 control of the employee, the Board will not attempt to recover such premium. In
37 this circumstance, if the current FMLA health care provider's (HCP) certification
38 clearly states an extended duration of need, the employee may request leave of
39 absence. If the HCP certification expires with the expiration of the FMLA
40 designation, the employee may be required to provide, in writing to the Human
41 Resource Office, a statement or certification from the employee's HCP supporting
42 the extended absence.
43

1 9. Leave Taken Near the End of Academic Term

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3 Instructional employees who begin leave more than five weeks before the end of
4 a term are required to continue taking leave until the end of the term if:

- 5 a. The leave will last at least two weeks; and
6 b. The employee would return to work during the three-week period before the
7 end of the term.

8
9 Instructional employees who begin leave for a purpose other than the employee's
10 own serious health condition during the five week period before the end of the
11 term are required to continue taking leave until the end of the term if:

- 12 a. The leave will last more than two weeks; and
13 b. The employee would return to work during the two-week period before the
14 end of the term.

15
16 Instructional employees who begin leave for a purpose other than the employee's
17 own serious health condition during the three week period before the end of a
18 term, and the leave will last more than five working days, are required to continue
19 taking leave until the end of the term.

20
21 For purposes of this Subsection, "academic term" shall mean the school semester
22 as set by the Board.

23
24 If an employee is required to take leave for a period of particular duration or is
25 required to continue taking leave until the end of a school term, the entire period
26 of leave taken will count as family medical leave.

27
28 D. Temporary Duty

29
30 An employee may be assigned to be temporarily absent from his/her regular duty and
31 place of employment for the purpose of performing other educational services and
32 other duties.

33
34 1. Temporary duty may be assigned as hereinafter provided:

- 35 a. Where the employee is under the supervision of a principal and a substitute
36 employee is not required and where such absence will not exceed a school
37 day, the principal of the school may assign temporary duty; provided that
38 such assignment is reported to the Superintendent in writing.
39 b. Where the employee of any school will be absent for more than one day, or
40 away overnight, or where a substitute employee will be required, the principal
41 shall obtain the approval of the Superintendent for assignment of temporary
42 duty.
43 c. When an employee will be absent from regular duty in excess of one day, or

1 overnight, or if a substitute will be required, the principal and the
2 Superintendent shall complete the required form for temporary duty.

- 3
4 2. Expenses will be allowed as follows:
5 a. Per Diem and travel will be allowed if the employee attended the meeting at
6 the request of the Superintendent.
7 b. Per Diem will be allowed at the allowable state rate.
8 c. Travel will be computed at the allowable state rate.

9
10 G. Military Leave

- 11
12 1. Military leave will be granted to an employee who is required to serve in the
13 armed forces of the United States or of the State of Florida in fulfillment of
14 obligations incurred under the selective service laws or because of membership in
15 the reserves of the armed forces or the National Guard.
16
17 2. An employee granted military leave for extended active duty, shall, upon
18 completion of the tour of duty, be returned to employment without prejudice
19 provided an application for re-employment is filed in compliance with the
20 Uniformed Services Employment and Reemployment Rights Act.
21
22 3. Compensation allowed during military leave shall not exceed seventeen (17) days
23 as provided in Section 115.07, Florida Statutes. Military leave shall not be
24 counted for allocation of Florida Education Finance Program funds or in
25 determining a year of service for continuing or professional services contract
26 purposes.
27
28 4. Extended Active Duty during National/Regional Emergency
29
30 a. District employees who are reserve members of the armed forces or National
31 Guard, shall be granted benefits as stated below provided the following
32 conditions are met:
33 1. The appropriate federal or state authority has declared a national or
34 regional emergency.
35 2. The employee called to active duty provides a copy of his/her official orders
36 for active duty.
37 3. The period of active duty exceeds seventeen (17) days.
38
39 b. Salary: For the first thirty (30) days of active duty, the employee shall
40 receive all district salary and benefits regardless of compensation received
41 from the active duty service.

42 For any period exceeding an initial thirty days of active duty for up to eighteen
43

1 (18) months, the employee shall be entitled to receive from the District
2 salary/wages equal to the difference between the employee's military pay and
3 the employee's district salary provided the employee's military pay does not
4 exceed his/her district salary/wages. The employee must provide the district
5 with all documentation necessary to permit the aforementioned computation
6 prior to the expiration of the initial thirty (30) day period.

7
8 Employees who do not request district pay or who fail to provide the
9 documentation required in the above paragraph shall not be entitled to
10 receive any district salary or wages as set forth in that paragraph.

- 11
12 c. Benefits: If the employee provides documentation of orders for active duty
13 and requests benefit continuance in writing, the employee shall be entitled to
14 continue to receive district health or other insurance benefits. The Board's
15 contribution toward benefits will continue. The employee will continue to pay
16 the employee portion of all premiums.
- 17
18 d. Continued Employment: Notwithstanding any other provision in Board rules or
19 policy, employees called to active duty pursuant to this section shall be
20 granted military leave for period of active duty without loss of seniority and
21 shall be entitled to re-employment upon release of active duty as provided in
22 School Board Policies.

- 23
24 5. An employee who enters active military service shall be governed by the
25 provisions of Section 115.09, 115.14, 121.111, and 250.341, Florida Statutes.

26
27 **H. Jury Duty**

28
29 Where an employee is under subpoena for jury duty during the time he/she is
30 engaged in regular professional duties, he/she may make application for temporary
31 duty elsewhere. If the application is approved he/she shall receive his/her regular
32 salary while on jury duty. All applications under this policy shall be submitted to the
33 Superintendent for approval.

34
35 **I. Witness Duty**

36
37 Where an employee is under subpoena as a witness in connection with his/her official
38 duties or in a court action in which he/she is not a party to the litigation he/she may
39 make application for temporary duty elsewhere. If the application is approved he/she
40 shall receive his/her regular salary. Any employee who is a party to litigation may
41 request emergency leave, personal leave, or vacation leave. Leave for witness duty
42 may be authorized by the Superintendent.

1 4) Any employee who is willfully absent from duty without leave shall be subject to
2 dismissal from employment and shall forfeit compensation for the time of the
3 absence.

4
5 Discipline for employee taking leave without pay that is unapproved by their
6 supervisor:

7
8 Record of Counsel- When an employee reaches zero leave balance, the administrator
9 will meet with that employee to make them aware of their status and discuss
10 alternative leave options

11
12 1st incident – letter of reprimand to be included in personnel file with a copy provided
13 to the employee at the time of the reprimand.

14
15 2nd incident – recommendation of five-day suspension to the School Board in
16 compliance with the tests of just cause as outlined in the master contract or CBA.

17
18 3rd incident – recommendation of termination to the School Board in compliance with
19 the tests of just cause as outlined in the master contract or CBA.
20

ARTICLE ____: INSURANCE

- 1
2
3 A. The Board shall make available group medical, dental, and life insurance plans for its
4 employees.
- 5
6 B. Insurance for employees was determined by a joint committee as described in Article
7 XX (J) of the contract.
- 8
9 C. The Employee will pay a maximum of 6% (rounded to the nearest dollar) of the
10 monthly premium for the lowest cost single policy group PPO or HSA medical plan.
11 The Board will pay the remainder of the premium for this plan and that same dollar
12 amount may be applied towards any like type single policy group medical plan offered
13 by the Board.
- 14
15 D. The Employee will pay a maximum of 35% (rounded to the nearest dollar) of the
16 monthly premium for the lowest cost family policy group PPO or HSA medical plan or
17 any family tier plan offered. The Board will pay the remainder of the premium for this
18 plan and that same dollar amount may be applied towards any like type family policy
19 group medical plan or any family tier plan offered by the Board.
- 20
21 E. When husband and wife both work for the Board, the Employees will pay a maximum
22 of 8% (rounded to the nearest dollar) of the monthly premium for the lowest cost
23 family policy group PPO or HSA medical plan. The Board will pay the remainder of the
24 premium for this plan and that same dollar amount may be applied towards any like
25 type family policy group medical plan offered by the Board.
- 26
27 F. The Board will pay for low option single dental coverage for employees who choose to
28 not participate in the group health plans.
- 29
30 G. The Employee will pay the total monthly premium for any group dental plan and the
31 Board will pay \$00.00.
- 32
33 H. The Board will purchase a minimum of \$50,000 of group term life insurance on all
34 regular employees who are employed 17.5 hours or more per week. The Board will
35 purchase an additional \$50,000 of group term life insurance for those employees who
36 do not take the board group medical plan. The cost of this additional \$50,000 of life
37 insurance will be considered as income to the employee for federal tax purposes.
- 38
39 I. To be eligible for these insurance benefits contributions, the employee must receive a
40 regular payroll check in the month of payment or be eligible for such benefits through
41 the Family and Medical Leave Act.
- 42
43 J. There will be a Joint-Insurance committee on which there will be equal representation

1 of all employee groups (administrators, teachers, ESPs, blue collar, and exempt
2 educational support). The teachers will be appointed by the current SRPE president.
3 The Joint-Insurance committee will review insurance plans on an annual basis and will
4 issue a report with its recommendations (including a low option and a high option) for
5 the upcoming school year to both the Administration and the Association by the first
6 week of August each year. The annual review of insurance plans will begin no later
7 than the first week of May each year. The multi-tier options shall include at least the
8 following four plans: employee-single; employee and spouse, employee and
9 dependent children; and employee-family.

10
11 K. The Board will provide an IRS-125 plan for its employees.

12
13 L. The Board will provide a vision plan for its employees. The employee will pay the full
14 premium for such plan.

15
16 M. Benefits provided by the health or dental insurance carriers shall not be reduced
17 unless the Joint-Insurance committee is notified of such reductions before being
18 presented to the Board.

ARTICLE TBD: HOLIDAYS AND OTHER AUTHORIZED ACTIVITIES.

The following holidays are authorized for employees:

A. Paid Holidays

- | | |
|-------------------|----------------------------|
| *Independence Day | New Year's Eve |
| Labor Day | New Year's Day |
| Thanksgiving Day | Friday after Thanksgiving |
| Christmas Eve | Christmas Day |
| Good Friday | *Spring Holiday (variable) |

*Both B/D
No problem
with this
section*

*Applies only to 11-month and 12-month if the date falls within their contract year.

B. Non-paid Holidays. Employees required to work on a non-paid holiday will be paid their regular salary on an hour for hour basis.

1. 12-Month employees - Six days during the two-week period that schools are closed for Christmas. No more than 4 days during the period that schools are closed for spring holidays in accordance with the total number of required working days for employees based on the salary schedule.
2. 10-Month employees - Any day during the school year that an employee is not required to work because school is not in session and is not listed as a paid holiday will be considered a non-paid holiday.
3. If any of these holidays fall on Saturday, the preceding Friday shall be observed as a holiday; or if any of these holidays fall on Sunday, the following Monday shall be observed as a holiday.

C. Due to unusual operational needs, the Board may approve a variation in the holiday schedule for employees.

1. Each employee shall be given all holidays designated in this Section, if the workload of the division is such that the employees' work can be discontinued.
2. If the holiday falls on the employees' regular workday and the EMPLOYEE is required to work, the employee shall be credited with special compensatory leave at a ratio of one and one half hours for each hour worked.
3. If the holiday falls on the employees' regular day off and the EMPLOYEE is required to work, the employee shall be credited with special compensatory leave at a ratio

1 of one and one half hours for each hour worked.
2

3 4. Special compensatory leave earned from working a holiday shall be compensated at
4 a ratio of one and one half hours for each hour worked. Compensation will not be
5 in the form of a payment.
6

7 D. Employees who are on approved leave with pay when holidays allowed in this section
8 occur shall not have such days charged against their accrued leave credits.
9

10 E. Employees in a non-pay status, during any portion of the last scheduled workday before
11 a holiday, shall not be eligible to receive payment for such holiday.
12

13 1. Each site administrator may allow Employees one work break during the first half of
14 their work shift and one work break during the second half of their work shift,
15 provided that:
16

17 a. An employee may not accumulate unused work breaks.
18

19 b. Work break time shall not be authorized for covering an employee's late arrival
20 for duty or early departure from duty.
21