

ARTICLE ____: LEAVE OF ABSENCE

A. Sick Leave

1. ~~Sickness or Death - Any employee employed of a full-time basis shall be entitled to sick leave 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.—~~ as prescribed by by Florida Statute 1012.61 (2)(a) 1. 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 a 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.

- 1 a. Any employee entitled to terminal pay benefits shall have been under contract
2 to render services for the period immediately preceding retirement or death
3 and shall not be under suspension from duty except for reasons pertaining to
4 health, or have any charges pending which could result in dismissal from
5 employment.
- 6 b. Retirement as used in this section shall be defined as (1) the filing with the
7 Board resignation forms that have been signed and notarized and (2) the
8 filing of the proper paperwork with the Division of Retirement with an
9 effective retirement date within six (6) months of separation date from school
10 board.
- 11
- 12 (1) Normal retirement age or date is the time the employee is first eligible to
13 receive a retirement benefit without a reduction of benefit because of
14 employee age.
- 15 (a) Pension Plan-Normal retirement under FRS is at least six (6) years of
16 creditable service and age sixty-two (62) or thirty (30) years
17 creditable of service regardless of age IF employed on or after July 1,
18 2011 is age sixty-five (65) with at least eight (8) years of creditable
19 service or 33 years of creditable service regardless of age.
- 20 (b) Investment Plan- An employee after one (1) year of FRS under this
21 plan and is not eligible to participate in DROP.
- 22
- 23 (2) Early Retirement
- 24 (a) Under FRS early retirement occurs when the employee has at least
25 six (6) years of creditable service but has not reached normal
26 retirement age or date (age 62 or 30 years of service) or for pension
27 plan member enrolling in the FRS for the first time on or before July
28 1, 2011 early retirement occurs when the employee has at least eight
29 (8) years of creditable service but had not reached normal retirement
30 age or date (age 65 or 33 years of service).
- 31
- 32 c. Daily rate of pay shall be calculated by taking the regular contract salary of
33 the individual and dividing by the days in the contract period. Supplemental
34 pay or pay for part-time additional jobs shall not be used in calculating daily
35 rate of pay.
- 36 d. Terminal pay shall not exceed an amount determined as follows:
- 37 (1) During the first three (3) years of service the daily rate of pay multiplied
38 by thirty-five (35) percent times the number of days of accumulated sick
39 leave.
- 40 (2) During the next three (3) years of service the daily rate of pay multiplied
41 by forty (40) percent times the number of days of accumulated sick
42 leave.
- 43 (3) During the next three (3) years of service the daily rate of pay multiplied

by forty-five (45) percent times the number of days of accumulated sick leave.

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

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

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

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

Months in DROP	Number of Payments	Portion for each payment
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

Payments shall be as follows:

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

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

- 15
16 g. Payment for unused sick leave and annual leave shall be processed through
17 the "FICA Alternative Plan for the Santa Rosa County School Board - Plan
18 001" ("Plan"). The Plan is in accordance with the provisions of the Bencor
19 National Government Employees Retirement Plan as approved by the Santa
20 Rosa County School Board on May 13, 1999. It is understood that should an
21 employee request their funds from the Plan upon separation from the School
22 Board, the company will facilitate getting the employee their money within
23 two weeks of the request or of receiving the money from the School District
24 whichever comes last. No employee shall lose funds as a result of the Plan
25 by withdrawing their money within 30 days after terminating employment
26 with the School Board and the money has been submitted to the Plan.
- 27 4. A Santa Rosa County School District employee may donate accrued sick leave to a
28 spouse, child, parent, or sibling, who is also an employee of Santa Rosa County
29 School District. The recipient may not receive or use the donated sick leave until
30 all of his/her sick leave has been depleted, excluding sick leave from the Sick
31 Leave Bank. Anyone who donates accrued sick leave will not be eligible to use the
32 sick leave bank until (1) all of their sick leave has been depleted and (2) the
33 employee has been on leave without pay for the number of days equal to the
34 number of sick leave days he/she donated.

35
36 B. Maternity Leave

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

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

- 14
- 15 2. Maternity leave for an employee shall be granted only when a contractual
16 relationship exists which will be in effect during the period of the leave. The leave
17 application shall specify the period for which leave is requested; provided that
18 leave in excess of one year will not be allowed.
- 19
- 20 3. Subsequent to the birth of the child, the employee will be returned to duty in
21 accordance with the approved leave application; provided that a certificate from
22 the attending physician is filed with the Superintendent certifying that the
23 employee is physically and emotionally able to return to duty.
- 24 a. Where an employee in annual contract status is granted maternity leave the
25 employee must be under contract to render services for the school year
26 during which such leave is to occur. Any employee in annual contract status
27 requesting leave for an entire school year must be duly re-appointed and shall
28 enter into a written contract to render services for the ensuing school year
29 prior to the approval of leave. Leave granted to such person shall not be
30 interpreted to assure reappointment for the next school year but shall be only
31 for the purpose of protecting probationary service for continuing or
32 professional services contract purposes. Any employee in annual contract
33 status and on leave shall be considered for reappointment at the time of the
34 reappointment of instructional personnel. Any employee whose services are
35 not satisfactory and who would not, at the time of leave, be considered for
36 reappointment will not be granted leave. Under no conditions will such leave
37 be granted unless the employee has signed a contract covering the period for
38 which the leave is granted.
- 39 b. Any employee on maternity leave for the remainder of a school year or for the
40 entire school year who, on expiration of leave, wishes to return to duty at the
41 beginning of the next school year shall notify the Superintendent in writing of
42 such desire by not later than April 1.
- 43 c. If a continuing or professional services contract employee notifies the

1 Superintendent as stated in (b) above, of her desire to return to active
2 employment, such employee shall be assigned to the same or similar position
3 which she held at the time the leave commenced, or if that position is no
4 longer available, to a substantially equivalent position.

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

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

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

22
23 C. Family and Medical Leave
24

25 The Board shall comply with the Family and Medical Leave Act, provided an application
26 for such benefits is submitted with the request for leave and the employee qualifies for
27 such leave. The inclusion of said leave shall not result in the diminishment of leave or
28 benefits that were available prior to the Family and Medical Leave Act. Guidelines for
29 such leave shall be as follows:
30

31 1. Eligible Employees
32

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

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

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

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

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

13 14 2. Intermittent or Reduced Schedule Leave

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

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

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

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

- 42 a. Take leave for a period or periods of a particular duration, not greater that the
43 duration of the planned treatment; or

- 1 b. Transfer temporarily to an available alternative position for which the
2 instructional employee is qualified which has equivalent pay and benefits and
3 which better accommodates recurring periods of leave than does the
4 employee's regular position.

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

12
13 3. Notice

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

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

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

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

34
35 4. Certification

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

- 42 a. The date the serious health condition began;
43 b. The probable duration of the condition;

- 1 c. The appropriate medical facts regarding the condition that are within the
- 2 knowledge of the health care provider;
- 3 d. Where leave is based on care of a spouse, child or parent, a statement that
- 4 the employee is needed to provide the care and an estimate of the amount of
- 5 time that the need will continue;
- 6 e. Where leave is based on the employee's own serious health condition, a
- 7 statement that the employee is unable to perform the functions of his/her job;
- 8 and
- 9 f. Where intermittent or reduced leave is sought for planned medical treatment, a
- 10 declaration from the health care provider stating that this kind of leave is medically
- 11 necessary, the dates that treatment is expected to be given and the duration of
- 12 the treatment.

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

17
18 5. Use of Paid Leave

19
20 Accrued paid leave can be elected as follows:

- 21 a. Accrued paid vacation or sick leave for birth, placement or to take care of a
- 22 sick family member: or
- 23 b. Accrued paid vacation or sick leave to take care of a sick family member or
- 24 because of the employee's own serious illness.

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

29
30 6. Recertification of Medical Condition

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

1 7. Restored Employment
2

3 Eligible employees who comply with all provisions of this section and who return
4 from family and medical leave have the right to return to the job position that they
5 held when they went on leave, or they may be placed, in the discretion of the
6 Board, in an equivalent position with equivalent benefits, pay, and other terms
7 and conditions of employment. While on leave, eligible employees will retain all
8 accrued benefits. Restored employees, eligible employees returning from family
9 and medical leave, are not entitled to accrue seniority or employment benefits
10 during any period of leave. Restored employees are not entitled to any right,
11 benefit or position of employment other than any to which they would have been
12 entitled had they not taken the leave.
13

14
15 As a condition to restoring an employee whose leave was based on the
16 employee's own serious health condition, each returning employee may be
17 required to provide, in writing, to the Human Resources Department a certification
18 from the employee's health provider stating that the employee is able to resume
19 work.
20

21 8. Maintenance of Benefits
22

23 The Board will maintain group health plan coverage for employees on family and
24 medical leave for the duration of the eligible employee's leave. Coverage will be
25 provided on the same level and under the same conditions that coverage would
26 have been provided if no leave had been taken.
27

28 In the event an employee fails to return to work after the period of leave expires,
29 the Board may recover any premiums the Board paid for coverage during the
30 leave period. Such recovery can be taken from any benefits or wages owed by
31 the Board to the employee.
32

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

1
2 9. Leave Taken Near the End of Academic Term
3

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

- 6 a. The leave will last at least two weeks; and
7 b. The employee would return to work during the three-week period before the
8 end of the term.
9

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

- 13 a. The leave will last more than two weeks; and
14 b. The employee would return to work during the two-week period before the
15 end of the term.
16

17 Instructional employees who begin leave for a purpose other than the employee's
18 own serious health condition during the three week period before the end of a
19 term, and the leave will last more than five working days, are required to continue
20 taking leave until the end of the term.
21

22 For purposes of this Subsection, "academic term" shall mean the school semester
23 as set by the Board.
24

25 If an employee is required to take leave for a period of particular duration or is
26 required to continue taking leave until the end of a school term, the entire period
27 of leave taken will count as family medical leave.
28

29 D. Temporary Duty
30

31 An employee may be assigned to be temporarily absent from his/her regular duty and
32 place of employment for the purpose of performing other educational services and
33 other duties.
34

35 1. Temporary duty may be assigned as hereinafter provided:

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

1 c. When an employee will be absent from regular duty in excess of one day, or
2 overnight, or if a substitute will be required, the principal and the
3 Superintendent shall complete the required form for temporary duty.
4

5 2. Expenses will be allowed as follows:

- 6 a. Per Diem and travel will be allowed if the employee attended the meeting at
7 the request of the Superintendent.
8 b. Per Diem will be allowed at the allowable state rate.
9 c. Travel will be computed at the allowable state rate.
10

11 G. Military Leave
12

13 1. Military leave will be granted to an employee who is required to serve in the
14 armed forces of the United States or of the State of Florida in fulfillment of
15 obligations incurred under the selective service laws or because of membership in
16 the reserves of the armed forces or the National Guard.
17

18 2. An employee granted military leave for extended active duty, shall, upon
19 completion of the tour of duty, be returned to employment without prejudice
20 provided an application for re-employment is filed in compliance with the
21 Uniformed Services Employment and Reemployment Rights Act.
22

23 3. Compensation allowed during military leave shall not exceed seventeen (17) days
24 as provided in Section 115.07, Florida Statutes. Military leave shall not be
25 counted for allocation of Florida Education Finance Program funds or in
26 determining a year of service for continuing or professional services contract
27 purposes.
28

29 4. Extended Active Duty during National/Regional Emergency
30

31 a. District employees who are reserve members of the armed forces or National
32 Guard, shall be granted benefits as stated below provided the following
33 conditions are met:

34 1. The appropriate federal or state authority has declared a national or
35 regional emergency.

36 2. The employee called to active duty provides a copy of his/her official orders
37 for active duty.

38 3. The period of active duty exceeds seventeen (17) days.
39

40 b. Salary: For the first thirty (30) days of active duty, the employee shall
41 receive all district salary and benefits regardless of compensation received
42 from the active duty service.
43

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

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

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

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

27
28 H. Jury Duty

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

35
36 I. Witness Duty

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

1
2 J. Leave of Absence
3

4 Except for leave taken by eligible employees under the Family and Medical Leave
5 section of this Agreement, a leave of absence is permission granted by the School
6 Board or allowed under its adopted policies for an employee to be absent from his/her
7 duties for a specified period of time with the right to return to employment on the
8 expiration of leave. Any absence of an employee from duty shall be covered by leave
9 duly authorized and granted. Leave shall be officially granted in advance by the
10 School Board and shall be used for the purposes set forth in the leave application.
11 Any request that leave be granted retroactively will be denied. Leave for sickness or
12 other emergencies may be deemed to be granted in advance if prompt report is made
13 to the proper authority. No leave, except military leave, shall be granted for a period
14 greater than one year. Leave may be with or without pay as provided by law
15 regulations of the State Board of Education and School Board regulations.
16

17 K. Vacation Leave
18

- 19 1. Employees who are employed on a twelve (12) months contract shall accrue
20 vacation leave, exclusive of holidays, with compensation as follows:
21 a. An employee with less than five (5) years of service at the rate of one day per
22 month cumulative to twelve (12) workdays per year.
23 b. An employee with five (5) but less than ten (10) years of service at the rate of
24 one and one-fourth (1 1/4) days per month cumulative to fifteen (15) workdays
25 per year.
26 c. An employee with ten (10) years or more of service at the rate of one and
27 one-half (1 1/2) days per month cumulative to eighteen (18) workdays per year.
28 2. All eligible ESPs working less than forty (40) hours per week will receive annual
29 leave credit prorated in relation to the hours they regularly work.
30 3. Vacation leave may be accrued not to exceed sixty-two and one-half (62.5)
31 workdays.
32 4. Vacation leave may be granted by the Superintendent upon the written request of
33 the employee and with prior approval of the employee's administrative superior.
34 Vacation leave shall be scheduled so that there will be a minimum disruption of
35 the school system.
36 5. Any teacher employed on a part-time basis or who works in excess of one-half the
37 hours or days required for a full-time position but less than the total hours or days
38 required for a full-time teacher shall not be entitled to vacation leave.
39 6. Vacation leave shall not be granted until the employee has rendered at least six
40 (6) months of acceptable service in the school district.
41 7. The Christmas vacation period, other than legal holidays running consecutively
42 with the vacation period, shall constitute a part of the aforesaid allowable vacation
43 period unless the employee is actually on duty.

1 8. Employees on Family and Medical leave are not entitled to accrue any additional
2 vacation leave while on such leave

3 9. Any employee resigning in good standing with the Santa Rosa County School
4 Board shall be entitled to terminal pay for accrued vacation leave up to a maximum of
5 sixty (60) days. Payment shall be made in the last regular paycheck for the employee
6 except in the case where an employee enters DROP, and then payment shall be made
7 in the last paycheck before the effective beginning date of DROP.

8
9 L. Political Leave

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11 An employee who has filed to run for a political office and who desires personal leave
12 for political reasons shall file an application for leave. The School Board will grant such
13 personal leave for the duration of the political campaign. Such leave shall be without
14 compensation.

15
16 M. Personal Leave for Other Reasons

17
18 An employee desiring personal leave for any other reason shall file a written
19 application setting forth the reasons for and the purpose of the requested leave. The
20 Board may consider such application on its own merits and in arriving at a decision
21 taking into consideration the best interests of the employee and the general welfare of
22 the school system.

23
24 N. Unless as otherwise provided under the Family and Medical Leave section of this
25 Agreement, an employee on officially approved leave, who desires to continue
26 insurance coverage, may continue his/her insurance by dealing directly with the carrier
27 if acceptable with the carrier.

28
29 O. Leave Related to Domestic Violence

30
31 1. An employee, who has been employed by the District for at least three (3)
32 calendar months, may request and shall be granted up to three (3) days of
33 unpaid personal leave within a twelve (12) month period if he/she has been a
34 victim of domestic violence or if a family or household member has been a
35 victim of domestic violence.

36
37 2. The leave must be used for one or more of the following purposes:

38
39 a. To seek an injunction for protection against domestic violence or for
40 protection in cases of repeat violence, dating violence or sexual violence;

41
42 b. To obtain medical care and/or mental health counseling for the employee or
43 a family or household member;

- c. To obtain services from a victim-services organization;
 - d. To make the employee's home secure from the perpetrator or to seek new housing; and/or
 - e. To seek legal assistance related to the violence.
3. All records related to such leave will be considered confidential.
 4. This leave shall be noncumulative and shall be requested in advance except in the case of an emergency.
 5. If an employee elects to be on paid leave, he/she may request personal leave chargeable to sick leave provided that the employee is eligible to be on such leave or he/she may request annual (vacation) leave provided that the employee accrues annual leave and has an annual leave balance.

P. Unapproved Leave Without Pay

Leave without pay will only be approved at administrator's discretion but at a minimum will require a doctor's note verifying a medical illness and doctor visit on date of absence. In cases where a doctor's visit did not occur, a detailed explanation must be attached to the leave form explaining the absence. Even with a doctor's visit or detailed note an administrator has the authority to not approve leave without pay.

1) Any employee who is willfully absent from duty without leave will forfeit compensation for the time of the absence. In addition, such absence without leave shall interrupt continuity of service.

2) Three (3) working days of failure to report for duty or be on approved leave will be determined abandonment of position and the employee will be subject to termination.

3) Unauthorized leave not exceeding three consecutive days: An unauthorized leave (including unpaid) may not be approved by the site supervisor. Any leave not approved by the School Board is considered a break in service and will result in a warning, suspension, and/or termination.

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