

**ARTICLE X: LEAVE OF ABSENCE**

A. Sick Leave

1. **Sickness or Death** - Any teacher employed of 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 ~~teacher~~ 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 teacher, provided, ~~that the teacher~~ 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. Any full time ESP ~~employee working forty (40) hours per week~~ shall be entitled to ~~32 hours~~ four (4) times the number of hours in his/her normal work day of sick leave on the last day of the first month of each school year and will earn ~~eight (8)~~ the same number hours sick leave for each additional completed month of continuous, uninterrupted service. This leave shall be credited at the end of that month and shall not be used prior to the time that it is earned and credited. 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. ~~Any ESP employee working less than forty (40) hours per week will earn sick leave prorated in relation to the hours they regularly work.~~ 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. Employees shall be credited for leave earned in another Florida school district or governmental agency at a rate of one day per month. 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 teacher each year, six days of personal leave will be allowed to an ESP 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

July 1, 2011 early retirement occurs when the employee has at least eight (8) years of creditable service but had not reached normal retirement age or date (age 65 or 33 years of service).

- c. Daily rate of pay shall be calculated by taking the regular contract salary of the individual and dividing by the days in the contract period. Supplemental pay or pay for part-time additional jobs shall not be used in calculating daily rate of pay.
- d. Terminal pay shall not exceed an amount determined as follows:
  - (1) During the first three (3) years of service the daily rate of pay multiplied by thirty-five (35) percent times the number of days of accumulated sick leave.
  - (2) During the next three (3) years of service the daily rate of pay multiplied by forty (40) percent times the number of days of accumulated sick leave.
  - (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

whichever comes last. No employee shall lose funds as a result of the Plan by withdrawing their money within 30 days after terminating employment with the School Board and the money has been submitted to the Plan.

4. A Santa Rosa County School District employee may donate accrued sick leave to a spouse, child, parent, or sibling, who is also an employee of Santa Rosa County School District. The recipient may not receive or use the donated sick leave until all of his/her sick leave has been depleted, excluding sick leave from the Sick Leave Bank. Anyone who donates accrued sick leave will not be eligible to use the sick leave bank until (1) all of their sick 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 he/she donated.

5. Employee Sick Leave Donation

Employees may donate their accrued sick leave to any other eligible, qualifying district employee provided the following requirements have been met. The donor-employee must have more than ten (10) days of accrued sick leave in order to donate and must maintain a balance of 10 days or more days of accrued sick leave after the donated sick leave is transferred. Applications must be submitted to the Department of Human Resource Services on the Employee Sick Leave Transfer Application. All applications must be completed and signed by the donor-employee.

Employees with a verified illness, accident or injury requiring extended leave of five (5) days or more are eligible to receive donated sick leave. Illness, accident, or injury is defined as personal sickness, accident disability, or extended personal illness, or because of illness or death of father, mother, brother, sister, husband, wife, child, or other close relative, or member of his or her own household (F.S.1012.61) . A Certification of Healthcare Provider for Employee/Non-Employee's Medical Condition completed by the treating physician must be submitted to the Department of Human Resource Services by the recipient employee. The recipient employee may be required to provide additional documentation prior to approval of sick leave donation.

A recipient employee may not use the donated sick leave until all of his/her sick leave has been depleted, excluding sick leave from the Sick Leave Pool (SLP), provided the recipient employee participates in the SLP. When sick leave donation application is made for a death, the recipient employee must provide a copy of the obituary or other substantiating documentation prior to approval of sick leave donation.

- unable to perform the functions of his/her job.
- b. The employee shall file subsequent written recertification of the medical condition every five (5) weeks during the duration of the condition.
  - c. The employee shall report in writing, at least every two (2) weeks on his/her status and intention to return to work.
  - d. The employee shall not engage in any type of work for which he/she will receive remuneration.
  - e. The employee shall have used all vacation leave and accrued sick leave except for a reserve of ten (10) days.
  - f. When the above conditions and requirements are met, the employee will be allowed additional illness-in-line-of-duty leave, as determined by the Board; provided, that the employee is under contract during the time such leave is granted and any payment is made.

C. **Professional leave**

Professional leave may be granted with or without pay as hereinafter provided:

1. Professional leave may be granted to an employee to engage in activities that will result in his/her professional benefit or advancement, including the earning of college credits and degrees or in activities that will contribute to the performance of assigned duties or will contribute to the employee becoming eligible for advancement.
  - a. Any employee who is employed for ten (10), eleven (11), or twelve (12) months during any school year may be granted professional leave as follows:
    - (1) A ten (10) month employee may be granted leave not to exceed five (5) days during the pre-school and/or post-school conference; provided all required records and reports are completed prior to the beginning date of the leave.
    - (2) An eleven (11) month employee may be granted leave not to exceed five (5) days; provided that all required records and reports are completed prior to the beginning date of leave.
    - (3) A twelve (12) month employee may be granted leave not to exceed six (6) days; provided that all required records and reports are completed prior to the beginning date of leave.
    - (4) Where professional leave is granted, the days to be granted will be based on the college starting date not to exceed two (2) days of such leave as travel time when necessary.
    - (5) Leave shall be used for the purpose for which it is granted.
  - b. Professional leave during pre-school and/or post-school conference will not be granted to an employee in annual status except under the following

~~term or who becomes pregnant during the school term shall be granted maternity leave as provided herein. When an employee determines that she is pregnant and wishes to take maternity leave or family adoption, she shall file with the Superintendent a written application for leave with an attached statement from the attending physician stating the expected date of birth of the child. If possible the employee and her immediate administrative superior shall mutually agree to the effective date for the suspension of services. Such decision shall be based on, but not limited to, physical condition, effectiveness in carrying out her assigned duties, availability of a satisfactory replacement, term of service required for credit for a year of service, and the recommendations of the attending physician. The administrative superior shall determine and inform the employee as to the number of days or hours of service required for her to receive credit for a year of service for continuing or professional services contract and salary purposes during that school year. When a mutually acceptable date for the suspension of services cannot be achieved, the Superintendent shall evaluate the recommendations and information submitted to him by both the employee and their immediate administrative superior and shall make an appropriate recommendation to the School Board for its consideration and action.~~

Employees may apply for maternity/paternity leave of absence for childbearing, adoption or child rearing for up to one (1) year, provided sufficient notice is given for the appropriate supervisor prior to the commencement of leave. Maternity/Paternity leave is without pay. Accrued annual leave and/or accrued sick leave may be used for maternity/paternity leave at the discretion of the employee.

2. Maternity leave for an employee shall be granted only when a contractual relationship exists which will be in effect during the period of the leave. The leave application shall specify the period for which leave is requested; provided that leave in excess of one year will not be allowed.
3. Subsequent to the birth of the child, the employee will be returned to duty in accordance with the approved leave application; provided that a certificate from the attending physician is filed with the Superintendent certifying that the employee is physically and emotionally able to return to duty.
  - a. Where an employee in annual-contract limited term status is granted maternity leave the employee must be under contract to render services for the school year during which such leave is to occur. Any employee in annual contract limited term status requesting leave for an entire school year must be duly re-appointed and shall enter into a written contract to render services for the ensuing school year prior to the approval of leave. Leave granted to such person shall not be interpreted to assure reappointment for the next school

benefits that were available prior to the Family and Medical Leave Act. Guidelines for such leave shall be as follows:

## 1. Eligible Employees

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

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

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

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

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

An employee who wishes to take Family Medical Leave is required to first use all accrued paid leave. Family Medical Leave will begin on an hour for hour basis if intermittent and on the next full work day of absence for a planned continuous leave period. ~~Moved From E5~~

## 2. Intermittent or Reduced Schedule Leave

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

Employees seeking intermittent or reduced schedule leave based on planned

condition.

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

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

#### 4. Certification

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

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

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

#### 5. Use of Paid Leave

Accrued paid leave can be elected as follows:

## 8. Maintenance of Benefits

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

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

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

## 9. ~~Leave Taken Near the End of Academic Term~~

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

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

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

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

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



(4) No single class can be missed more than 15 times in any school year.

- b. In lieu of the above section 4.a, the Association president may be granted three (3) continuous hours per day of released time for a full school year provided the Association pays the Board for the full cost of a replacement teacher employee (if necessary) for such released time. The Association must also notify the Board in writing by July 1 of the year in which they wish to make use of this paragraph.

Section 4.C is in lieu of sections 4.A and 4.B:

#### G. Union Leave

1. ~~The Santa Rosa Professional Educators Education Association's President will may be a full-time release position, (12 month for applicable ESP or a 10 and 2 instructional position) to engage in Association activities. SRPE Santa Rosa EA will pay the school board the total cost for the funding of this position. This cost will include all benefits that the Board provides for this position Beginning in June 2009, any additional bonus money will be paid on the extra-curricular pay scale and will be included in the total cost for reimbursement by SRPE Santa Rosa EA. Association must also notify the Board in writing by July 1 of the year in which they wish to make use of this paragraph.~~

~~The President is an elected position and the release time would coincide with the two year term (begins June 1 and ends May 31) as outlined in SRPE's by laws.~~

In the event the SRPE Santa Rosa EA president is unable to continue at the end of his/her term in office, he/she will be provided the opportunity to return to his/her vacated position at the beginning of the following school year.

2. Representatives of SRPE Santa Rosa EA, not to exceed two (2) from any one school; not to exceed seventeen (17) in the district; not to exceed three (3) successive days, excluding travel time; not to exceed six (6) days per school year for any one employee, excluding travel time; may be granted temporary duty for attending activities benefiting the Santa Rosa County School System, if approved by the Superintendent; and provided that the Association pay the cost of substitutes if they are required.
3. Duly certified representatives of the Association, not to exceed ten (10) percent of Association members per school or five (5) percent for the district, may be granted temporary duty, without travel or per diem expenses, up to two (2) days, excluding travel time, to attend the annual Association state meeting. It shall be

prior to the expiration of the initial thirty (30) day period.

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

c. Benefits:

If the employee provides documentation of orders for active duty and requests benefit continuance in writing, the employee shall be entitled to continue to receive district health or other insurance benefits. The Board's contribution toward benefits will continue. The employee will continue to pay the employee portion of all premiums.

d. Continued Employment:

Notwithstanding any other provision in Board rules or policy, employees called to active duty pursuant to this section shall be granted military leave for period of active duty without loss of seniority and shall be entitled to re-employment upon release of active duty as provided in School Board Policies.

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

HI. Jury Duty

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

IJ. Witness Duty

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

JK. Leave of Absence

Except for leave taken by eligible employees under the Family and Medical Leave

maximum of sixty (60) days. Payment shall be made in the last regular paycheck for the employee except in the case where an employee enters DROP, and then payment shall be made in the last paycheck before the effective beginning date of DROP.

#### LM. Political Leave

A teacher who has filed to run for a political office and who desires personal leave for political reasons shall file an application for leave. The School Board ~~will~~ shall grant such personal leave for the duration of the political campaign. Such leave shall be without compensation.

#### MN. Personal Leave for Other Reasons

An employee desiring personal leave for any other reason shall file a written application setting forth the reasons for and the purpose of the requested leave. The Board will consider such application on its own merits and in arriving at a decision will consider the best interests of the employee and the general welfare of the school system.

NO. Unless as otherwise provided under the Family and Medical Leave section of this Agreement, an employee on officially approved leave, who desires to continue insurance coverage, may continue his/her insurance by dealing directly with the carrier if acceptable with the carrier.

#### OP. Leave Related to Domestic Violence

1. An employee, who has been employed by the District for at least three (3) calendar months, may request and shall be granted up to three (3) days of unpaid personal leave within a twelve (12) month period if he/she has been a victim of domestic violence or if a family or household member has been a victim of domestic violence.
2. The leave must be used for one or more of the following purposes:
  - a. To seek an injunction for protection against domestic violence or for protection in cases of repeat violence, dating violence or sexual violence;
  - b. To obtain medical care and/or mental health counseling for the employee or a family or household member;
  - c. To obtain services from a victim-services organization;

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

Record of Counsel- When an employee reaches zero leave balance, the administrator will meet with that employee to make them aware of their status and discuss alternative leave options. Should the employee continue to take leave without pay that is unapproved by his/her supervisor the following steps may be taken:

1<sup>st</sup> incident – letter of reprimand to be included in personnel file with a copy provided to the employee at the time of the reprimand.

2<sup>nd</sup> incident – recommendation of five-day suspension to the School Board in compliance with the tests of just cause as outlined in the master contract or CBA.

3<sup>rd</sup> incident – recommendation of termination to the School Board in compliance with the tests of just cause as outlined in the master contract or CBA.