

## **Article 20 – Leave of Absence**

### **A. Definitions**

#### **1. Leave**

Leave is permission, granted in advance by the Board upon written request for a teacher to be absent from his/her duties for a specific period of time with the right of returning to employment upon expiration of the leave. The teacher must always supply a reason for the leave on the form. Leave must be officially granted in advance and may not be granted retroactively. Sick leave and emergency personal leave are considered to be granted in advance when the teacher submits a completed leave request form to the proper authority on the day he/she returns to work. Principals and supervisors may approve or disapprove leave requests but will forward all requests to the District office for final disposition.

#### **2. Limited Leave Without Pay**

Limited Leave Without Pay is absence from duties for less than thirty (30) days with the right to return to the same position in the same location.

#### **3. Extended Leave Without Pay**

Extended Leave Without Pay is absence from duties for thirty (30) or more days without a guarantee of the same position or location, or either.

A teacher must hold a Professional Services Contract, a Continuing Contract, or an Annual Contract with a minimum of three (3) years of service in Putnam County to be eligible to request and be granted an extended personal leave without pay and such leave may not be approved for more than two (2) consecutive school years except as otherwise specified in this agreement.

### **B. Paid Leaves**

#### **1. Sick Leave**

- a. Full time teachers earn sick leave at the rate of one (1) day per month of employment, provided the teacher was employed 50% of the month. Four days are granted upon return to work and one additional day is added at the close of each subsequent month until the number of days posted is equal to the months of employment per year. There is no limit to the number of days of sick leave that can be accumulated except that at least one-half of the accumulated leave

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must be earned in Putnam County. Sick leave in excess of three (3) days may be substantiated by a physician's statement when requested.

- b. Teachers are responsible for requesting that accumulated sick leave earned in another Florida county be transferred to Putnam County. Transferred sick leave will be posted on the record of the teacher at a maximum of one (1) day per month of employment in Putnam County.
- c. Sick leave may be used for personal illness or injury, for doctor or dentist appointments, or because of illness or death of a close relative or member of the employee's household.
- d. When sick leave is to be taken, the employee will notify his/her immediate supervisor, if possible, before the beginning of the workday on the day he/she must be absent, except for emergency reasons, which are recognized by the Board as valid. If it becomes necessary to take sick leave during the day, the employee is to notify the appropriate principal or supervisor. Verbal notification will be sufficient to insure compensation when the proper forms are completed upon return to duty.
- e. A District employee may authorize his/her sick leave to be used by any District employee. The recipient may not use the donated leave until all of his/her sick leave has been depleted excluding leave from the sick leave bank. The number of donated days a recipient may receive will be capped at ten (10) days per year except in the case of a catastrophic illness or unless the leave is being donated to a spouse, child, parent, or sibling.
- f. Upon separation from employment with the Putnam County School District and irrevocable election to receive compensation under the Florida Retirement System, terminal pay for accumulated and/or credited sick leave will be granted employees or to his/her beneficiary, if service is terminated by death. All Putnam County District School Board employees shall receive terminal pay for accrued sick leave at their current rate of pay. Alternately, said retiring employee may authorize the District to transfer up to twenty (20) days of his/her accrued sick leave to a single "family member", per the following conditions:
  - i. "family member" is a spouse, child, parent, or sibling of the retiring employee

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- ii. “family member” is an employee of the District
- iii. Said retiring employee surrenders all claims or compensation for such transferred leave

Any remaining sick leave to which the retiring employee is entitled will be paid at the employee’s current rate of pay.

- g. Any teacher who files a written request by June 1<sup>st</sup> each year will be authorized to receive an annual payment for accumulated sick leave that is earned for that year and that is unused at the end of the school year, based on the daily rate of pay of the teacher multiplied by eighty (80) percent. This payment will be limited to a maximum of five (5) days. Days for which such payment is received will be deducted from the accumulated leave balance.

### **2. Personal Leave**

A teacher will be granted up to six (6) days of personal leave with pay each year for parental leave, emergency personal reasons, or for other personal business. Such personal leave must be requested by the teacher and approved by the principal or site supervisor on an individual basis. Personal leave with pay will be deducted from the teacher’s accrued sick leave and is non-cumulative. Such personal leave will not be approved for days immediately before or after a holiday or vacation period, except in cases of emergency or extenuating circumstances approved by the principal/supervisor. Personal leave with pay will be granted in half day or full day units only.

### **3. Limited Professional Leave**

Professional leave with pay will be granted, upon prior request, to a teacher who must be absent due to attending summer school classes which are scheduled during post-planning or pre-planning days. Registration for classes during pre and post-planning days is a proper use of this provision.

### **4. Military Leave**

Employees who participate under orders in annual military training and who submit a copy of such orders will be granted leave for that purpose. Whenever possible, they should endeavor to have their period of training scheduled during the summer vacation period. Whenever such duty must be performed during the school year, a

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maximum of seventeen (17) days must be granted without loss of pay. In cases where the employee requests military leave during the school year, the employee must furnish a letter from his/her commanding officer indicating the necessity of taking leave at that time.

Should the selective service system be re-instated, employees who are required to report for a physical examination thereunder, will be granted military leave for the period required for the examination.

### **5. Jury Duty and Subpoena**

A teacher who is called for jury duty or subpoenaed, as a witness to a proceeding in which he/she is not a party on a regularly scheduled working day or days will be paid his/her normal earnings for time lost by reason of such service. If the subpoena results from the teacher performing his/her job responsibilities, the teacher will be granted Temporary Duty Elsewhere leave if the court appearance occurs during the employee workday.

### **6. Illness or Injury in the Line of Duty**

Any teacher will be entitled to leave for illness in the line of duty at a regular daily rate for a period of up to ten (10) days when absence is due to personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in schoolwork. Such leave will be effective after all accumulated sick leave has been used, except that leave for injury on the job for up to ten (10) days will not be charged to sick leave, and will be paid upon verification of injury.

### **7. Medical and Dental Examinations Leave**

Principals or supervisors may release teachers for the purpose of medical and/or dental examinations without sick leave being charged against the teacher provided that no student contact time is lost and the time is made up.

### **8. Elected or Appointed Public Officials**

Any teacher who is elected or appointed to a public office, other than the School Board, will have the right to take leave for any official duties.

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Any teacher who is elected to the School Board will have the right to leave without pay for a period up to the length of his/her term in office.

### **9. Temporary Duty Elsewhere**

Temporary Duty Elsewhere is the assignment by the appropriate building administrator for a teacher to be temporarily absent from his/her regular duties and place of employment for the purpose of performing other educational services. Employees accompanying their children or other students on field trips will take personal leave. They may, however, take TDE if their supervising administrator determines they will be needed to perform educational services while on the field trip.

TDE within the county is not considered a leave of absence. A TDE form will be required for individuals performing professional duty within the county or on an approved field trip in or out of the county when payment of substitute or travel funds is requested.

The request for TDE outside of Putnam County must be submitted on a TDE Authorization Form to the appropriate administrator for approval. TDE must be submitted to the District Office for approval on the appropriate form and the School Board approval is required for out-of-state TDE.

### **10. Bereavement Leave**

In the event of a death of a member of the immediate family (parent, spouse, child, grandparent, sibling), an employee shall be granted up to three (3) days of paid leave upon request. Bereavement leave is of a special nature and may not be deferred or converted to any other purpose. It is not charged against any other leave account. Application shall be made to the Superintendent and granted by the Superintendent or his/her designee, in advance whenever possible. The employee will not be paid bereavement leave for days not scheduled to work. In order to honor a request for bereavement leave, employees are required to attach a copy of the obituary or other satisfactory document to the leave request form and details about the relationship may be required by the Superintendent.

### **C. Unpaid Leave**

Personal Leave Without Pay for reasons of the health and welfare of the teacher or a member of his/her immediate family may be granted for a maximum of one (1) year.

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Personal leave without pay for other periods of time may be granted upon proper request with sufficient reason. Each day of personal leave without pay will be deducted from the teacher's pay at his/her daily rate of pay. Personal leave without pay must be requested and approved by the Board on an individual basis. The teacher may, at his/her option, combine personal leave with pay and personal leave without pay for the duration of the leave period within the limits of accrued sick leave.

A teacher cannot accept full time teaching employment while on leave from Putnam County. In the event this occurs, the leave is nullified.

### **1. Professional Leave**

The Board for the purpose of professional development may grant professional leave without pay. This leave may be in the form of limited (twenty-nine (29) days or less) or extended (more than thirty (30) days but not to exceed one (1) year).

### **2. Parental Leave**

#### **a. Maternity Leave**

Maternity leave is without pay and will be granted following a request by the teacher. Optionally, a teacher may elect to continue working until certified by a physician as unable to perform her duties, at which time accrued sick leave will be granted, and the teacher will return to work as soon as physically able after termination of the pregnancy.

#### **b. Childrearing**

Teachers may request personal leave with or without pay as provided herein for the purpose of childrearing.

#### **c. Adoption**

Teachers may use personal leave with or without pay as provided herein for the purpose of adoption leave.

### **3. Medical Leave**

Medical leave provides up to twelve (12) weeks of unpaid, job-protected leave. Eligible teachers must have worked for at least one year. Upon return from Family

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Medical Leave, a teacher must be restored to his/her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. A husband and wife who are employed by the Board are permitted to take only a combined total of twelve (12) work weeks. (Please refer to Article 27, Insurance.)

### **D. Falsification of Leave Request**

Falsification of a leave request may be cause for immediate dismissal.

### **E. Unauthorized Absence**

1. **Absence Without Leave** – Any member of the instructional staff of any district who is willfully absent from duty without leave will forfeit compensation for the time of such absence, and his/her contract will be subject to cancellation by the School Board.
2. **Employee Absence** – An unauthorized absence for three (3) consecutive working days will be evidence of abandonment of position. Unauthorized absences totaling ten (10) days or more during the previous twelve (12) month period will be evidence of excessive absenteeism. Either of the foregoing may result in disciplinary actions, including termination.

### **F. Return to Position after Extended Leave**

An employee who plans to return to duty at the expiration of an extended leave will notify the administrator in writing by March 15<sup>th</sup> of the school year for which the leave was granted. In the event the leave was granted after March 15<sup>th</sup>, the employee's intent to return to duty at the expiration of the leave will be deemed given upon requesting the leave. On or before February 15<sup>th</sup>, the Board will notify each employee on leave of this provision. The employee will respond, indicating his/her intent to return, request an extension, or resign from his/her position. Except for extenuating circumstances, an employee who fails to respond will be considered to have resigned with an effective date of his/her last duty day of the fiscal year.

### **G. Sabbatical Leave**

After six (6) years of satisfactory service in the Putnam County School District, a sabbatical leave of absence may be granted for the purpose of completing educational requirements for additional certification or advanced degrees. Sabbatical leave will be granted for one (1) school year. The following conditions will prevail:

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1. No more than two (2) teachers at a time will be placed on sabbatical leave during any school year.
2. To be eligible, a teacher must be able to qualify for enrollment in a program approved for certification purposes by the Florida Department of Education and be eligible to complete the required work during the sabbatical period. If the required work for additional certification or advanced degree is not finished within one (1) year after the last day of the sabbatical leave, the teacher will reimburse the Board within two (2) years for the full amount of the leave plus eight percent (8%) interest.
3. Teachers on sabbatical leave will be paid fifty percent (50%) of his/her annual salary excluding supplements, which will be paid during the time of leave.
4. Teachers wishing to apply for sabbatical leave must submit a leave request and study plan to the Staff Services office at least sixty (60) days prior to the close of the school year preceding the effective date of the leave.
5. A teacher returning from sabbatical leave will receive the same step advancement in salary as he/she would have received had he/she remained in active service in his/her regular position during the leave period. A teacher must agree to return to the District and as long as performance is satisfactory, he/she will continue employment in the District for at least two (2) years for each year of sabbatical leave granted. A teacher on sabbatical leave will return to a position in the District. If his/her former position is vacant at the time of returning from sabbatical leave, he/she shall be given the right of first refusal.
6. A teacher on sabbatical leave will receive group insurance and hospitalization benefits provided to teachers.
7. A written certification giving evidence of the teacher's physical condition must be filed with the Staff Services department before a leave is granted.
8. A board of review will consist of six (6) members, three (3) of whom are appointed by the Superintendent of Schools and three (3) by PFT/United. It will review applicants regarding their program, purpose, and make recommendations to the Superintendent.
9. A contract between the employee and the District specifying the above and acknowledging the employee's obligation to return to work for the District or repay the District will be executed.



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H. At the beginning of each school year we will mutually (Management and PFT/United) decide if we will be offering the Sabbatical Leave for the next school year.

I. Unused Vacation Leave

Upon termination, except termination for cause, any employee covered by a collective bargaining agreement who has unused vacation leave will be paid for that leave. However, no more than four hundred eighty (480) hours will be paid. In the event termination is for cause, all unused vacation will be forfeited.