

ARTICLE XIV -- LEAVES/VACATION/TEMPORARY DUTY

Section 1. Jury Duty and Subpoena as a Witness

- A. A full-time or regular part-time employee, summoned for jury duty or subpoenaed as a witness in a case not involving personal litigation, shall be granted temporary duty leave with pay and any witness fees shall be retained by the employee.
- B. Employees of the school system shall be placed on temporary duty, without loss of pay, when subpoenaed by a court, as a result of incidents occurring which are related to their employment with the Board.
- C. Any employee, who has in his/her custody, official records of the school system, and is subpoenaed by a court to produce such records, shall also be granted temporary duty without loss of pay.
- D. An employee subpoenaed in line of duty, as a witness on behalf of the Board, shall be given temporary duty leave with pay, and any witness fees shall be retained by the employee.
- E. In no case shall temporary duty leave with pay be granted for court attendance when an employee is engaged in personal litigation; however, employees who have accrued vacation shall be granted vacation leave for this purpose, upon request. Employees who have accrued emergency/personal leave shall be granted such leave, upon request.

Section 2. Notification in the Event of Teacher Absences

- A. When a teacher, for whom an emergency temporary instructor is employed, will be absent from work, due to illness or injury or due to personal reasons, he/she shall notify the supervising administrator (or designee), as soon as possible, but no later than one hour before the start of his/her scheduled workday, in order that an emergency temporary instructor can be employed or other arrangements made. If said absence/leave is for a specified period of time, no further notice is necessary. In the event of a change in this specified period of absence, the employee will proceed, pursuant to the stipulations herein. Where an absent teacher does not notify his/her supervising administrator, as stipulated herein, and where there are not extenuating circumstances, as determined by the supervising administrator, such teacher will have the option to utilize personal leave or leave without pay. However, such determination by the supervising administrator shall not be made arbitrarily.
- B. When a teacher, for whom an emergency temporary instructor is employed, is absent from work, he/she shall notify the supervising administrator (or designee) by no later than 30 minutes prior to the scheduled student dismissal time as to whether or not he/she will report to work on the next workday. The absent teacher shall have the option to utilize personal leave or leave without pay when appropriate notice is not made and the emergency temporary instructor is re-employed, as specified in Article XIV, Section 2.

Section 3. Legal Commitments -- Military Physical Examinations

A full-time employee may be excused from duty during school hours when required to report for a pre-induction physical examination or physical examination by military order for entrance into the Armed Forces or Coast Guard of the United States. Such absence from duty will be without loss of pay.

Section 4. Leave for Elected or Appointed Public Official

The Board agrees to provide temporary duty, released time without pay, for employees who are elected or appointed public officials to attend official meetings of their respective public bodies, if appointed by the Commissioner of Education.

Section 5. Workers' Compensation and Related Benefits

Any district School Board employee shall be entitled to illness or injury in-line-of-duty leave when he/she has to be absent from duties because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in School Board work. Illness or injury in-line-of-duty for employees represented by a collective bargaining agent will be defined in the collective bargaining agreement.

The following requirements shall be observed:

A. Duration of Leave and Compensation

1. A medical evaluation conducted by a physician approved by the Office of Risk and Benefits Management will be the determining factor as to when the employee is able to return to duty. If the physician indicates that the employee is not able to assume his/her regular duties, but is able to return to a less strenuous work assignment, the employee may be directly appointed to the Workers' Education and Rehabilitation Compensation (W.E.R.C.) Program or to a job commensurate with his/her medical and educational capabilities. Such placement will be based upon the employee's medical condition, as well as job placement availabilities. If offered, the employee must accept a work assignment in the W.E.R.C. Program at any reasonable location; refusal to accept such an assignment may result in the discontinuance of statutory workers' compensation benefits, as well as Board-provided benefits. All W.E.R.C. Program participants shall receive the same salary improvements as all other participants for the same bargaining unit in which the W.E.R.C. Program participant is placed, effective July 1, 1989.
2. If authorized, payment for sick leave granted for illness-in-line-of-duty leave-Board benefits shall be combined with the employee's workers' compensation temporary total disability (TTD) benefits to keep an injured employee in a pre-injury, full salary status, while eligible for temporary total disability benefits, pursuant to Florida Statutes, Chapter 440, for a term not to exceed 13 weeks following the date of injury. If an injured employee continues to be eligible for temporary total disability (TTD) benefits, pursuant to Florida Statutes, Chapter 440, beyond the 13 weeks, TTD benefits will be paid, and the employee may

use his/her accrued sick time, if any, to supplement TTD benefits, not to exceed pre-injury earnings. If the employee does not have any accrued sick time, he/she will be eligible to be paid for leave without pay to supplement TTD benefits, not to exceed pre-injury earnings. Any employee who uses accrued sick days to supplement TTD benefits or leave without pay benefits will be eligible for reimbursement or payment for up to six months from date of injury, as a result of formal Board action. In the event an employee uses accrued sick leave prior to an injury or illness being deemed compensable by a physician approved by the Office of Risk and Benefits Management, and it is later established that said illness or injury is found to be compensable, pursuant to the provisions of Florida Statutes 440, said sick days shall be restored to the employee.

B. Compensation for Sick Leave Granted for Injury In-Line-of-Duty

Payment for sick leave granted for injury in-line-of-duty shall be computed at the daily sick leave rate less the daily workers' compensation rate for each sick leave day granted.

C. Filing of Claim for Compensation

Any district School Board employee who has any claim for compensation, while absent because of illness contracted or injury incurred in-line-of-duty, shall file such claim in the manner prescribed in Florida Statutes, Chapter 231.40(2).

Payment of such claims will be authorized, pursuant to guidelines and eligibility included herein, provided that the claim correctly states the facts, and that such claimant is entitled to payment, in accordance with the provisions of Florida Statutes, Chapter 231.40(2).

D. Filing of Claim for Illness or Injury In-Line-of-Duty Leave

A claim for illness or injury in-line-of-duty leave must be filed within one year following the date of accident.

E. Contagious or infectious disease, as heretofore described, shall include childhood diseases (measles, chicken pox, diphtheria, rubella), typhoid, meningitis, hepatitis, mononucleosis, tuberculosis, ringworm, conjunctivitis, and head lice, when substantial proof is provided that such illness resulted from contact with students or other employees.

F. Where a parent or legal guardian notifies the Superintendent or representative of a student's formally disclosed case of HIV/AIDS (as defined by Centers for Disease Control Guidelines, in accordance with provisions of Chapter 381.004, Florida Statutes), and voluntarily signs the CONSENT TO RELEASE OF HIV-RELATED INFORMATION form, any parent-designated employee working closely with that student will be advised of the student's medical condition.

In the event the Department of Health and Rehabilitative Services (HRS) notifies the Superintendent of a student's positive HIV test result, pursuant to Chapter 384.25, Florida Statutes, the Superintendent shall maintain the confidentiality of the information and shall release it only in accordance with the statutory provisions.

For purposes of this provision, the following definitions shall apply:

1. HIV/AIDS - Human Immune Deficiency Virus/Acquired Immune Deficiency Syndrome. It is caused by a virus, HIV, which weakens the body's immune system, allowing opportunistic infections to become life-threatening illnesses. AIDS is the advanced stage of the HIV disease that is usually life-threatening.
 2. WORKING CLOSELY - Regular student contact by staff instrumental in assisting students in meeting their educational goals (includes any school-related medical staff and interim teachers, but excludes per diem temporary instructors).
 3. FORMALLY DISCLOSED - From legally appropriate source of such information: HRS, a parent or legal guardian, or by court order. Parents or legal guardians will sign a consent form prior to the release of HIV-related information.
 4. ANY DESIGNATED EMPLOYEE - Teachers, paraprofessionals, and school support personnel, specifically designated by a parent or legal guardian on the CONSENT TO RELEASE OF HIV-RELATED INFORMATION form.
- G. The Board agrees to provide a Blood-borne Pathogens/Hepatitis B Vaccination Program for selected employees, which is incorporated by reference in this Contract.
- H. The Board will comply with Florida Statutes, Chapter 440, which governs workers' compensation benefits.

Section 6. Voting Leave

- A. The Board agrees, upon approval of the principal or supervising administrator, to allow an employee, except office employees, who is a registered voter, up to two hours with pay to vote in each local primary and general election provided, however, that the maintenance of classroom instruction shall be given priority consideration in the approval, scheduling, and duration of such voting leave.
- B. The Board agrees to allow an office employee, who is a registered voter, a reasonable amount of time off (not to exceed one hour) with pay, to vote in each local and general election. The location of the employee's precinct and the employee's work schedule shall be considered in scheduling such time off. The employee may be required to show proof of registration, prior to being granted voting leave.

Section 7. Medical and Dental Examination Leave

An employee shall be eligible to utilize sick leave for the purpose of medical and/or dental

examinations. Such leave shall be deducted from accrued sick leave in half or full day units, provided, however, that no employee shall be compelled to utilize more sick leave than is required by the employee. Principals or supervising administrators may release unit employees for up to two hours without sick leave being charged against the employee for the purpose of medical and/or dental examination and, if deemed necessary, with verification upon return.

Under no circumstances shall an office employee be required to make up time used for this purpose.

Section 8. Sick Leave with Pay

Each full-time employee is entitled to accumulate one day of sick leave per month of employment. Sick leave shall be approved in the following categories:

A. Illness of self or illness and/or death of:

Mother	Sister-in-law	Stepchildren
Father	Brother-in-law	Grandchild
Sister	Uncle	Son-in-law
Brother	Aunt	Daughter-in-law
Foster children	Husband	Grandmother
Stepparents	Wife	Grandfather
Mother-in-law	Child	Niece
Father-in-law	Foster parent	Nephew

B. Illness and/or death of:

Persons who reside at the same address as the person who is requesting sick leave.

C. To encourage and reward personnel, who exercise particular care in the maintenance of their personal health and job attendance, the Board provides a good attendance incentive. All employees in the bargaining unit who accrue sick leave may cash in sick leave days accrued each year, provided the following criteria are met:

1. The employee must use no more than a total of three sick/personal leave days during the course of the fiscal year (July 1 - June 30).
2. The employee must have remaining a minimum of 21 accrued sick leave days after cash-in of sick leave days accrued on an annual basis. Compensation for annual accrued sick leave cashed in, pursuant to the above provisions, shall be as follows:

The employee's daily rate of pay during the fiscal year in which the days were accrued times 80 percent.

Payment for this benefit will be made on or before August 1 of the following fiscal year. Days for which such payment is received shall be deducted from the employee's

accumulated leave balance.

Section 9. Sick Leave Accrual

Each full-time employee is entitled to accumulate one day of sick leave per month of employment. Such sick leave is to be accrued in the following manner:

- A. Four days of sick leave will be provided to each full-time instructional employee, as of the first day of employment of each fiscal year, and, thereafter, each such person shall accrue one day of sick leave for each month of employment creditable to the employee at the end of that month, and which shall not be used prior to the time it is earned and credited to the employee, provided further, 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.

All other employees (non-instructional) shall be credited with four days of sick leave at the end of the first month of employment of each contract year and shall, thereafter, be credited for one day of sick leave for each month of employment, which shall be credited to the employee at the end of the month and which shall not be used prior to the time it is earned and credited to the employee. However, each 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. If the employee terminates his/her employment and has not accrued the four sick days available to him/her, the Board may withhold the average daily amount for the sick days utilized, but unearned by the employee.

The term month, as used in this Section, refers to a leave accrual month for purposes of crediting employees with accrued sick leave days.

- B. Sick leave shall be cumulative from year to year, and there shall be no limitation on the number of days of sick leave an employee may accrue, and, further provided, that at least one-half of his/her cumulative leave must be established within the school district granting such leave.
- C. All accrued sick leave days earned after July 1, 1954 will be restored to employees previously employed, upon their return to employment in the school system, except for teachers who have retired.
- D. One-half time employees will accrue sick leave at one-half the accrual rate for full-time teachers.

Section 10. Sick Leave Without Pay for Illness

- A. A sick employee who has exhausted all of his/her sick leave or extra sick leave to which he/she is entitled shall be considered automatically on leave without pay (not to exceed 30 days) with the Board's approval, until such employee returns to work. Leave without pay for illness constitutes a protection of one's employment rights. A person on such leave is eligible for vacation or holiday pay while absent, according to

the following condition:

All employees eligible for vacation accrual, employed on an annual or monthly basis, may receive pay for vacation while on leave without pay for illness only for the number of days they have accrued.

- B. The preceding paragraph shall not apply to persons receiving compensation for illness or injury-in-line-of-duty.
- C. Employees whose illness requires an absence of over 30 days must file an application for extended sick leave indicating the anticipated length of such absence and supported by a statement from competent medical authority.

Section 11. Short Term Disability Benefit

Effective January 1, 2003, M-DCPS will replace the current hardship leave benefit with a Board-paid CORE Short Term Disability Benefit. This benefit will cover all full-time unit members.

Employees whose medical confinement period begins prior to January 1, 2003 shall be eligible to apply for benefits through the current Hardship Leave Program, provided such application is submitted no later than March 31, 2003. Once eligible, said benefit shall continue for the approved period of time.

Employees whose disability occurs on or after January 1, 2003 will only be eligible to apply for the core Short Term Disability Benefit. Employees may use accrued sick days during the period of such disability. The Disability Benefits shall not be decreased to coordinate with the use of sick days.

Section 12. Sick Leave Bank

The parties hereby establish the UTD SICK LEAVE BANK -- an emergency pool of sick leave days for illness, accident, or injury of self above and beyond those available under Sick Leave With Pay provisions. Rules and Procedures for the UTD SICK LEAVE BANK are incorporated in Appendix G of this Contract.

Section 13. Personal Leave With Pay

Full-time employees who are eligible to accrue sick leave may use up to a maximum of six days personal leave with pay per year provided that such days shall be charged against the employee's currently accrued sick leave. This leave is non-cumulative.

Section 14. Professional Leave

- A. Any full-time teacher may be granted three weeks of professional leave with compensation, during any school year when school is not in session, with such leave cumulative for not more than two years, in accordance with Florida Statutes and State Board Rules, provided that one is under contract during this period and, further provided, that such leave is approved, in writing, by the principal of the school for

personnel under his/her supervision and by the Superintendent or his/her designee, and such approval shall not be arbitrarily withheld. School is construed to be in session starting with the first day of the 180-day school term for pupils in the fall and ending with the last day the pupils are required to be in school in the spring.

- B. Professional leave for such personnel not under the supervision of a principal shall be approved by the Superintendent or such person as he/she may designate.
- C. Employees serving in an elected position on August 21, 2002 and were granted professional leave with pay when engaged in official functions of the elected body, may continue to receive such leave for the remainder of their current term in office, but not thereafter. Employees who are elected to public office after August 21, 2002 may request professional leave with pay for release time directly related to their attendance at official functions of the elected body. Such leave shall be granted in half or full day increments, and the daily rate of the salary for their elected position shall be deducted from their school system pay for such leave.

Section 15. Holiday Leave

- A. The following days shall be observed as legal holidays by all M-DCPS employees:

- 1. Independence Day -- July 4
 - * Labor Day -- First Monday in September
 - * Veterans' Day -- November 11 (or officially designated date)
 - * Thanksgiving Day -- Fourth Thursday in November
 - Christmas Day -- December 25
 - New Year's Day -- January 1
 - * Martin L. King's Birthday
 - * All Presidents' Day
 - * Memorial Day -- Last Monday in May
- 2. Holidays listed above with an asterisk shall be paid legal holidays.

- B. Board-Approved Holidays

In addition to the legal holidays listed above, the following days have been approved as official holidays for 12-month employees:

Friday following the fourth Thursday in November (Thanksgiving), December 24 and December 26 (whenever December 25 falls on any day other than a Saturday, Sunday or Monday). In the event December 25 falls on a Saturday, official holidays shall be observed on Thursday, December 23 and Monday, December 27. In the event December 25 falls on a Sunday or Monday, official holidays shall be observed on Tuesday, December 27 and Wednesday, December 28.

- C. Holidays Falling on Saturday or Sunday

When a holiday falls on a Saturday or Sunday, it shall be observed, respectively, on the preceding Friday or the following Monday for personnel not regularly scheduled to work on the respective Saturday or Sunday. In the event employees are scheduled to work on such Saturday or Sunday, they shall be granted such holidays on the days on which the holiday occurs.

D. Succession of Holidays

When one or more holidays fall on Saturday or Sunday, in a succession of holidays, the holiday occurring on a Sunday shall be observed on a workday following the respective Sunday.

E. Compensatory Day

In the event an employee is required to work on a holiday, or the day it is observed, the employee shall be entitled to a compensatory day or office employees shall be entitled to additional payment at his/her hourly rate for hours worked on the holiday.

F. Early Dismissal

The Superintendent is authorized to dismiss all employees at noon on the last workday preceding December 24 and January 1 and the last day of the school year.

G. Eligibility for Pay

1. An employee who is present at his/her work location on approved annual leave, or approved sick leave without pay for nine days or less before the holiday, is eligible for holiday pay.
2. An employee who is not returning after the holiday/recess due to resignation, retirement or dismissal is to be terminated on his/her last workday prior to the holiday/recess. Terminated employees, where appropriate, will be paid a lapse time salary adjustment for that portion of the school year already worked.

Section 16. Annual Leave (Vacation Leave) -- Twelve-Month Employees

A. Accrual -- Instructional

Instructional staff members employed in teaching positions (Salary Schedules AO and CO) and other 12-month instructional staff members employed in schools or centers, who are primarily engaged in the instruction of students, shall accrue annual leave on the following basis:

Rates:

1. First year through fifth year -- one day per month (12 days maximum per fiscal year);

2. Sixth year through 10th year -- one and one-fourth days per month (15 days maximum per fiscal year);
3. More than 10 years -- one and two-thirds days per month (20 days maximum per fiscal year).

B. Accrual -- Office Employees

Twelve-month office employees shall accrue annual leave at the following rates:

1. First three years of employment -- one and one-fourth days per month (15 days maximum per fiscal year);
2. Fourth year of employment and thereafter -- one and two-thirds days per month (20 days maximum per fiscal year).

C. Regulations -- Accrual

1. A year of service with M-DCPS, which is creditable for a good contract year (more than one-half the contractual period), shall be considered a year of creditable service for annual leave purposes.
2. A month, for annual leave purposes, is defined as each two consecutive pay periods, commencing with the first pay period of each fiscal year, which includes the first workday in July of such fiscal year.
3. A month for inclusion of credit towards accrual is defined as eligible for pay for 11 days or more during any month (as defined in Number 2. above).
4. The effective date of accrual rate changes shall be determined, as of July 1, following the fiscal year during which the employee completes three, five, or 10 years of creditable service, as applicable.
5. During leaves of absence with pay, an employee shall continue to earn annual leave credit, except in the case of an employee who is granted educational leave with pay or who is granted annual leave in conjunction with his/her resignation or termination of employment. In such cases, the employee shall not earn annual leave credits during his/her leave of absence, nor shall terminal vacation leave for which an employee is paid, upon termination, be used for accrual of additional annual leave credit.

D. Regulation for Use of Annual Leave

1. Appropriate supervisors should make every effort to ensure that earned annual leave is used on a current yearly basis, in order to provide eligible employees with vacation and proper rest and relaxation. In unusual circumstances, however, in the event an employee has not been permitted to use annual leave

on a current basis, those instructional staff members whose annual leave accrual rates are governed, in accordance with Section 16(A), may accrue a maximum of 60.0 days annual leave. Any employee, whose annual leave accrual rate is governed in accordance with Section 16(A) and who accrues the maximum of 60.0 days, annual leave shall cease to accrue additional annual leave credits as of the end of the month during which the maximum is reached.

2. Annual leave should be used to provide periodic vacation, and employees should be permitted the opportunity of taking a minimum of 10 consecutive days vacation during a fiscal year, provided that number of annual leave credits has been accrued. Annual leave credits may be used for purposes other than vacation, when authorized by the responsible supervisor.
 3. Upon reasonable notice, responsible supervisors may require an employee to use any part of his/her accrued annual leave for vacation purposes at any time that is deemed advisable.
 4. Annual leave for an employee shall be so scheduled that there will be minimum disruption of the operation of the school system.
- E. Regulation Governing Payment of Earned Annual Leave Upon Termination or Death
1. Upon termination, an employee shall be paid for his/her unused annual leave, except in cases where the annual leave payment may be applied to satisfy an employee's indebtedness to M-DCPS. Such payment shall be made at the rate of pay at which the employee was paid on his/her last workday.
 2. In case of the death of an employee, payment of unused annual leave, at the time of death, shall be made to the employee's beneficiary, estate, or as provided by law.
 3. In no case shall an employee receive payment for his/her accrued annual leave in excess of 60.0 days.
 4. No special or advance issuance of checks shall be authorized.

Section 17. Terminal Pay

- A. To encourage and reward employees who exercise particular care in the maintenance of their personal health and job attendance, the Board will provide terminal pay to personnel at resignation, normal retirement, or to their beneficiaries, if services are terminated by death. Any person not in service at the time of retirement shall not receive these benefits. Terminal pay shall not exceed an amount determined by the daily rate of the employee at resignation, retirement, or death as follows:
1. during the first three years of service, the daily rate of pay multiplied by 35% times the number of days of accumulated sick leave;

2. during the next three years of service, the daily rate of pay multiplied by 40% times the number of days of accumulated sick leave;
 3. during the next three years of service, the daily rate of pay multiplied by 45% times the number of days of accumulated sick leave;
 4. during and after the 10th year of service, the daily rate of pay multiplied by 50% times the number of days of accumulated sick leave;
 5. during and after the 13th year of service and until when first eligible for normal retirement, the daily rate of pay multiplied by 100% times the number of days of accumulated sick leave. Thereafter, the daily rate will remain frozen at the rate when first eligible for normal retirement. In no case, however, shall an employee whose daily rate has been frozen, pursuant to this provision, receive less than the amount determined as in 4.
- B. Provisions for terminal pay at resignation apply only to those sick/annual leave days accrued after July 1, 1982.
- C. Payment for the resignation and retirement benefit will be made within 60 calendar days of the effective resignation or retirement date.
- D. Resignation or retirement, as referred to herein, shall mean termination of employment by action of the employee. Such termination excludes resignation or retirement after a recommendation for dismissal or resignation or retirement, after participation in a work stoppage, job action, or strike, in the absence of specific approval by the Board. The daily rate shall be computed by dividing the number of "working days" that year into the annual salary. "Normal retirement", as referred to herein, shall mean retirement under any retirement system established by the Legislature, with either full or reduced benefits, as provided by law. "Normal retirement" shall not be interpreted to include disability retirement. Years of service shall mean creditable years of service under any retirement system of the State of Florida.
- E. M-DCPS agrees to be the prospective client in whose name UTD can request an IRS ruling on severance pay plans with the stipulation that any participation by the district does not obligate the School Board in any way.

Section 18. Temporary Duty Leave

Any regular employee may be assigned to be temporarily absent from his/her regular duties and place of employment for the purpose of performing other educational services, including participation in school surveys, professional meetings, study courses, and workshops. Employees on temporary duty leave will receive their regular pay and may be allowed expenses, as provided by law, as indicated in Appendix D.

Section 19. Non-School Employment During Leave

An employee of the Board who, with the approval of the Superintendent or his/her designee,

uses his/her regular work hours to earn compensation from sources other than the Board, must choose one of the following three options:

- A. request personal leave without pay for the period during which service is to be rendered and retain all remuneration received for such services.
- B. request vacation leave for the period during which service is to be rendered and retain all remuneration received for such services. This applies only to personnel who accrue vacation entitlement.
- C. request temporary duty assignment or professional leave at full pay for the period during which services are rendered. There shall be no per diem or travel reimbursement expense paid by the Board for such leave.

Section 20. Extended Leave Without Pay

A. General Provisions

Extended leave without pay shall be available to full-time employees only. Notwithstanding the limitations on the maximum length for each type of extended leave of absence without pay (i.e., extended leave for illness/ personal/ professional, or parental), the following overall limitations shall apply to any single leave or combination of leaves, regardless of category:

- 1. The number of calendar years granted for any single period of continuous leave of absence without pay, with the exception of extended military leave, shall not exceed the number of creditable salary years earned with M-DCPS immediately preceding the leave request, up to a maximum of four. If an employee took leave during any part of the preceding fiscal/school year and returned to work, such employee is not eligible for a new leave during the subsequent fiscal/school year.
- 2. Exceptions to such provision will be made only for extenuating circumstances, as determined by the Chief Personnel Officer for Human Resources.
- 3. Employment rights for teachers and paraprofessionals to a position of like status shall be protected for two years, and any teacher on such leave shall, upon at least 30 days' notice to the Office of Human Resources, be reassigned to the same position at the same school, if the leave is for one year or less, except employees returning from an extended professional leave as a result of working in a charter school, as stated in Section F(1) of this Article. Teachers returning from leaves in excess of one year shall be assigned to the same position held prior to the beginning date of that leave, if available, or to an equivalent position, as defined below.

a. Definition of equivalent position:

- (1) Pre-K – Kindergarten

or

grades one through six field requiring the same certification as the one in which the leave was granted.

- (2) Secondary -- subject area for which the teacher holds current certification.
 - (3) Support personnel (counselor, librarian, etc.) -- field requiring the same certification as the one in which the leave was granted.
 - (4) Employment while on leave is not permitted, unless specifically requested and approved. If approved, such employment shall be limited to a maximum of 25 hours per week, except as provided in Section 20(F), Extended Professional Leave.
4. Employment rights for office employees to the position held at the time of the beginning of the personal leave, prior to applying for personal leave without pay, shall be protected, and if such leave terminates prior to 12 months from leave commencement, the employee on such leave shall be reassigned to the same position held prior to commencement of the leave. The employment rights to a position of like status shall be protected, if the leave extends beyond 12 months from commencement.

In the event such leave extends beyond 12 months, and a position of like status is not available, the employee shall be deemed laid off and placed in the recall pool.

Unless the employee has notified the Office of Human Resources, requesting an extension of leave, and has received approval from the Office of Human Resources for such extension, failure to return at the expiration of such leave shall be deemed termination of employment with M-DCPS.

5. Except as provided in paragraphs B.5, C.5, and F.1 of this Section, all employee benefits provided by the Board, such as hospitalization, life insurance, etc., shall be continued and paid for by the Board for each employee who is on any type of Board-approved leave without pay, except for the flexible benefits program, which is provided at Board expense only for employees on sick leave (of self) or parental leave, or military leave, when drafted or involuntarily called to active duty from the active or retired reserves of the United States Armed Forces.

B. Military Leave

1. A full-time regular employee or interim teacher (except employees paid hourly or daily) of the Board shall be granted a military leave of absence provided that:

- a. the employee is inducted into the Armed Services or Coast Guard via Selective Service Act or volunteers, in lieu of induction; or
 - b. he/she enlists in the Armed Services or Coast Guard during the period our forces are engaged in combat; or
 - c. the employee is recalled to active service from a reserve status.
2. All regular full-time employees or interim teacher (except employees paid hourly or daily) of the Board who are members of the reserve in the United States Armed Services or Coast Guard or members of the National Guard of the United States shall receive remuneration up to a maximum of 17 days' absence from their regular work (contractual period) during any calendar year, if they are ordered by the Armed Services or National Guard or Coast Guard to report for temporary active duty.
3. The conditions and benefits of a military leave of absence for a full-time regular employee or interim teacher are as follows:
 - a. The employee is to be considered as being in the continuous employment of the Board during this period of service and shall receive all benefits of employment, upon return, that would normally accrue if the employee had been actually filling the position, (except that time in military service is to count as a void for credit toward continuing contract and continuous service), such as:
 - (1) credit for teaching on salary schedule for each year or major fraction thereof in the Armed Services or Coast Guard or National Guard; and/or
 - (2) eligibility for sabbatical leave.
 - b. The employee is to return to the employ of the Board within six months after receiving final discharge or present evidence of physical disability to return.
4. Compensation -- Any regular full-time employee (except employees paid hourly or daily) of the Board who enters the Armed Services or Coast Guard at any time is to receive full pay for the first month of his/her military service, except that no compensation is to be paid to the employee for any time for which he/she would not normally be drawing pay, which is included in the first month of such military service. This is not to be confused with temporary military leave, which grants up to 17 days' compensation under certain conditions.
5. Employees who are either drafted or are already members of the active or retired reserves of the United States Armed Forces (but not enlistees), who are

involuntarily called to active duty, shall have their health, life, and flexible benefits coverage continued by the Board for the period of their approved leave.

6. The compensation described in the foregoing paragraph is to be paid only when the employee submits to the Superintendent an affidavit proving that the employee has been in the Armed Services or Coast Guard at least one month.

C. Personal Leave Without Pay

1. Full-time employees, upon request, shall be granted personal leave without pay for a period of up to two years. The total number of such leaves granted during any school year shall not exceed two percent of the employees in the bargaining unit. If requests for such leave exceed two percent, leaves will be granted upon review by the Superintendent or his/her designee.
2. In the absence of notice, an employee who fails to return at the expiration of such leave shall be considered to have terminated employment with the M-DCPS.
3. Such leave may be granted for one of the following reasons:
 - a. to serve in the U.S. Government agency sponsored volunteer or service programs;
 - b. to fill one full-time position on the Union's staff;
 - c. to extend no more than one parental leave;*
 - d. to participate in an overseas exchange teacher program;
 - e. settlement of family estates;
 - f. severe family hardships;
 - g. professional improvement;
 - h. voluntary enlistment in the National Guard or in any branch of the military service not requiring more than one year of service;
 - i. recuperation and regeneration;* and
 - j. temporary relocation of residence outside of South Florida, which could result in severe family hardship.*

*In letters c i, and j above, eligible unit members may be granted personal leave without pay for each of these reasons only once.

4. Personal leave for reasons other than those listed above may be approved by the Board, upon recommendation of the Superintendent. Personal leave shall not be arbitrarily rejected.
5. Board-paid fringe benefits will be authorized for a maximum of one year for each personal leave without pay granted. Employees will have the option to purchase fringe benefits at the group rate for the second consecutive year of a Board-approved personal leave without pay.
6. Full-time employees are not eligible to request personal leave without pay until after completion of three continuous years of full-time employment with M-DCPS. In the event of a dire emergency, office personnel with less than three continuous years of employment with M-DCPS may appeal to the Chief Personnel Officer for Human Resources for such leave.

D. Extended Sick Leave Without Pay

Extended leave without pay for illness of the employee constitutes a protection of one's employment rights. Such leave shall be granted only for health of self or family member, provided the following requirements are met:

1. Employees seeking such leave must make application on the form provided by the Office of Human Resources.
2. Such application must be supported and accompanied by the following:
 - a. identity of person in ill health;
 - b. statement from a M-DCPS-certified physician explaining why such leave is necessary; and
 - c. effective dates of requested leave (beginning and ending).
3. Such leave shall not exceed one year in duration.
4. Employees on such leave, upon expiration of leave, may apply for an extension. The employer may grant such extension, as warranted; however, the maximum time an employee may be absent on such leave shall be three years.
5. Such leave granted to annual contract employees shall expire no later than the end of the fiscal year in which the leave was granted. Such leave may be automatically extended whenever the employee is reappointed and his/her contract extended.
6. While an employee is on extended sick leave without pay, the employer agrees

to continue to pay its regular contributions to the employee's insurance benefits.

7. An employee who has been granted extended sick leave without pay for illness of self may return earlier than indicated on the original request for leave form, upon receipt of an unconditional medical release form from his/her physician.

E. Parental Leave/Maternity Leave

A parental leave of absence with pay, if applicable, or without pay, shall be granted to an employee for the purpose of childbearing and/or rearing. The length of each leave may not exceed one year and shall be implemented as follows:

1. An employee who is pregnant shall be entitled, upon request, to a leave to begin at any time between the commencement of her pregnancy and one year after a child is born to her.
 - a. Said employee shall notify her immediate supervisor, in writing, of her desire to take such leave and, except in a case of emergency, shall give such notice at least 30 days prior to the date on which her leave is to begin. She shall include with such notice either a health care provider's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable.
 - b. An employee who is pregnant may continue active employment as late in her pregnancy as she desires, provided she is able to properly perform her required functions, as certified by her health care provider.
 - c. All or any portion of a leave taken by an employee because of a medical disability connected with or resulting from her pregnancy may, at the employee's option, be charged to her available sick leave.
 - d. An employee on parental leave may elect to use any accrued vacation (annual leave), personal leave with pay, and/or sick leave before entering leave without pay status.
2. A male employee shall notify his supervising administrator, in writing, of his desire to take parental leave to begin at any time between the birth of his child, and one year thereafter.

Except in cases of emergency, the employee shall give such notice at least 30 days prior to the day on which the leave is to begin.

3. An employee adopting a child shall be entitled, upon request, to a leave to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption.

4. In case of an emergency or shortage of certain types of teachers, an employee on parental leave, after the birth or adoption of the child, shall be entitled to teach part-time or do substitute work, prior to the expiration of said leave, provided that, in the case of a female employee, she can present, if requested, a statement from her health care provider that she is physically able to assume these duties.

F. Extended Professional Leave

1. Extended professional leave is leave without pay granted in excess of 30 days. No one, with the exception of employees granted leave to work for a charter school, may receive more than two consecutive years of extended professional leave, which is approved one year at a time. Except for instances where a charter school ceases operation, an employee granted extended professional leave for employment with a charter school may return to active status only at the end of the school year. Upon return, the employee shall be assigned to an equivalent position in accordance with his/her area(s) of certification. An employee may not receive in excess of two consecutive years of extended professional leave. An employee granted extended professional leave may engage in activities for which no college credit is granted, including full-time employment, provided it is determined by the Superintendent or his/her designee that these activities will enhance his/her professional competence. If approved for full-time employment, an employee shall not receive any fringe benefits provided by the M-DCPS.
2. An employee must complete three years of full-time employment prior to requesting extended professional leave, unless such leave is needed to complete an internship as part of an academic program leading to a Bachelor's degree in education.
3. Extended leave for study may be granted solely for programs of study which are designed to enhance and expand the educational training for careers available within M-DCPS. An employee applying for extended leave for study must be able to demonstrate the relevance of the proposed program of study to the employee's current and projected employment status with M-DCPS.
4. Extended professional leave shall not apply to employees in summer school.

Section 21. Professional Sabbatical Leave

The Board agrees to implement the M-DCPS Professional Sabbatical Leave Program for eligible employees through the 2004-05 fiscal year. As of June 30, 2004, applications for Professional Sabbatical Leave will not be accepted and this provision shall terminate.