

BOARD PROPOSAL #1

October 24, 2019

ARTICLE VIII - LEAVES OF ABSENCE

SECTION A - Rules Governing

1. Any teacher on approved leave shall retain seniority rights. No approved leave shall be considered a break in service for any reason, but seniority shall not be accrued during that time except in the case of ~~sabbatical leave or military leave.~~
- 2-3. Same.
4. Any teacher on approved, extended leave shall be placed on the appropriate salary range step upon return; however, those teachers returning from ~~sabbatical leave or military leave~~ shall be advanced to the appropriate position on the salary range schedule as if they had been in actual service in the district.
- 5 – 6. Same.
7. A teacher who is absent without leave on a temporary basis shall not be subject to loss of pay and/or subject to reprimand or dismissal if said absence is beyond the individual's control and the teacher is unable to notify the immediate supervisor and said teacher is eligible for paid leave during his/her absence. Upon request by the immediate supervisor, reasonable documentation, if the situation permits, and/or explanation will be furnished by the teacher at the earliest possible time.
8. Same.
9. A teacher's paid leave will run concurrently with unpaid leave. In the event a teacher needs to take leave in excess of his/her contracted work year and is eligible for said leave, a position will be held for the teacher in the District as described in Article VIII, but his/her position at a specific school or worksite at the time of beginning a leave will not be held beyond his/her contracted work year. The Americans with Disabilities Act of 1992 will also be taken into consideration with employee leaves.

SECTION B – Same.

SECTION C - Unpaid Leaves

A teacher's paid leave will run concurrently with unpaid leave. In the event a teacher needs to take leave in excess of his/her contracted work year and is eligible for said leave, a position will be held for the teacher in the District as described in Article VIII, but his/her position at a specific school or worksite at the time of beginning a leave will not be held beyond his/her contracted work year. The Americans with Disabilities Act of 1992 will also be taken into consideration with employee leaves.

1. Same.
2. Military Leave
All teachers drafted for military service or called to active duty with reserve components shall be granted a leave of absence in accordance with applicable law, without pay except as provided in Section 115.07, Florida Statutes. A copy of the military orders shall be attached to the leave form. Effective July 1, 1987, the "annual period" referred to in Section 115.07, Florida Statutes, shall be from July 1 through June 30.
- 3-5. Same.
6. Extended Personal Leave
Upon request, a A teacher with two (2) or more continuous years of service in the district may request shall be granted a leave of absence for up to one (1) year without pay for other reasons than those stated in C-1, C-2, C-3, C-4, or C-5, provided that the primary purpose shall not be to engage in gainful employment. b. The reason for such request shall be stated in the application for leave.
7. Family and Medical Leave Act (FMLA)

A teacher's paid leave will run concurrently with unpaid leave. In the event a teacher needs to take leave in excess of his/her contracted work year and is eligible for said leave, a position will be held for the teacher in the District as described in Article VIII, but his/her position at a specific school or worksite at the time of beginning a leave will not be held beyond his/hre contracted work year.

- a. The Board will grant an eligible employee (as defined in Part C of this section) up to a total of twelve weeks of leave in a twelve-month period in accordance with the regulations pursuant to the Family and Medical Leave Act of 1993, for one or more of the following reasons:
 1. the birth of a child of the employee and care following the child's birth, 2. the adoption of a child by the employee including the events and process leading to the adoption, and care following the adoption, 3. the placement and/or care of the child in the foster care of the employee, 4. the care of a child, spouse, or parent of the employee who has a serious health condition (as defined in Part A(5): When an employee takes FMLA leave for the care of a child, spouse, or parent of the employee which results in the death of such child, spouse, or parent of the employee, the Board will provide unpaid leave and benefits for a maximum of five calendar days from the date of the death of such child, spouse, or parent of the employee. For the purposes of this paragraph: (a) the term "spouse" means a husband or wife as defined or recognized under state law for purposes of marriage; (b) the term "parent" means a biological parent or an individual who stands or stood in loco parentis to an employee when the employee was a child — this term does not include parents "in law"; (c) the terms "son" or "daughter" mean a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self care because of a mental or physical disability. 5. the treatment of a serious health condition which prevents the employee from performing his/her job. A "serious health condition" means an illness, injury, impairment or physical or mental condition that involves: a. any period of incapacity or treatment in connection with or consequent to inpatient care (i.e., an overnight stay in a hospital, hospice or residential medical care facility); b. any period of incapacity requiring absence from work, school, or other regular daily activities, of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a healthcare provider; or c. continuing treatment by (or under the supervision of) a healthcare provider for a chronic or longterm health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; or for prenatal care. Voluntary or cosmetic treatments which are not medically necessary are not "serious health conditions" unless inpatient hospital care is required.
- b. Same.
- c. In order to be eligible, the employee must have been employed by the Board for at least one year, and the employee must actually have received pay for 1,250 or more hours from the Board during the twelve month period immediately preceding the unpaid leave. Holidays, earned sick leave, and vacation time for which the employee has been paid but has not worked shall be included in the calculation above. Sick Leave Bank, Workers' Compensation, Voluntary Sick Leave Donation, Sick leave transferred from family members and suspension with pay, and sabbatical leave time will not be counted.
- d. ~~Leave, except for certain exceptions described in Part (e) for instructional employees, commences upon the absence of the employee from work and ends on the day and time the employee reports back to work.~~
- ed. Instructional employees are subject to additional rules and procedures with regard to leave periods associated with Family and Medical Leave. For the purposes of Family and Medical Leave, "instructional employees" are defined as those employees who are included in the instructional bargaining unit and whose principal function is to teach and instruct students in a class, a small group, or an individual setting. If an eligible instructional employee requests intermittent or reduced leave which is based upon planned medical treatment and this leave would be for more than 20% of the total number of working days over the period the leave would extend, the Board may require the employee to choose either to: 1. take leave for periods of a particular duration, not greater than the duration of the planned treatment; or 2. transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than the employee's regular position. Intermittent or reduced leave under this provision will begin no sooner than the first day where leave is granted and

~~end no later than the last day where leave is granted and will include all dates granted between the beginning and ending dates.~~

~~If an instructional employee takes leave near the end of a semester, the Board may require the employee to stay out on leave until the end of the semester according to the following guidelines: 1. Leave beginning more than five weeks before the end of the semester. The Board may require the instructional employee to continue taking leave until the end of the semester if: a. the leave will last at least three weeks, and b. the employee would return to work during the three week period before the end of the semester. 2. Leave beginning less than five weeks before the end of the semester. If an employee begins leave for a purpose other than the employee's own serious health condition during the five week period before the end of the semester, the Board may require the instructional employee to continue taking leave until the end of the semester if: a. the leave will last more than two weeks, and b. the employee will return to work during the two week period before the end of the semester. 3. Leave beginning with less than three weeks before the end of the semester. If an employee begins leave for a purpose other than the employee's own serious health condition during the three week period before the end of the semester, and the leave will last more than five working days, the Board may require the employee to continue taking leave until the end of the semester. All leave taken under Part (e) will count against the employee's twelve week entitlement. If the instructional employee's twelve weeks of leave entitlement under the FMLA run out before the leave period is completed, the Board will continue health benefits, restore the employee to his/her previous position unless the employee's position has been affected by reduction in force and/or layoff, and provide other FMLA entitlement throughout the whole period of the leave.~~

~~f. Leave for the birth, adoption or placement of a child with an employee as described in Subparagraphs a-1, a-2, and a-3, must conclude within one year from the date of the birth, adoption or placement of the child.~~

~~ge. The leave mentioned in this section is subject to the following restrictions and privileges: pursuant to the Family and Medical Leave Act of 1993.~~

~~1. An employee must first use all available unused earned paid sick leave before unpaid FMLA leave will be granted.~~

~~2. Same.~~

~~3. The Board shall require materials documenting the reason for the leave before granting a leave of absence under this section.~~

~~4. It is the responsibility of the employee to obtain the necessary documentation and to furnish the documentation to the Board.~~

~~5. The Board may request verification of a medical condition for which leave has been granted under this section at any reasonable interval, but not more often than once every thirty days, unless: a. the employee requests an extension of leave; b. circumstances described by the original documentation have changed significantly (i.e., the duration of the illness, the nature of the illness, complications); or c. the employer receives information that casts doubt upon the continuing validity of the documentation.~~

~~6. If the Board pays the employee contributions missed by the employee while on leave, the employee will be required to reimburse the Board for delinquent payments (on a payroll deduction schedule) upon return from leave. The employee will be required to sign a written statement at the beginning of the leave period authorizing the payroll deduction for delinquent payments. If an employee fails to return to work for the Board after FMLA leave, the Board shall take necessary steps to recover its share of the health benefit premium payments made on the employee's behalf during a period of unpaid FMLA leave unless the employee's position has been affected by reduction in force and/or layoff.~~

~~7. An employee may continue coverage by continuing to pay the employee's portion of the premiums, including dependent coverage, while on leave. 8. The employee must notify the Board as soon as practicable once the employee knows that a leave will be needed. For a foreseeable leave, such as for birth, adoption or planned medical treatment, the~~

employee must provide at least 30 days notice to the Board. In all cases, the employee must furnish a request to the Board on a form provided by the Board.

8. The employee must notify the Board as soon as practicable once the employee knows that a leave will be needed. For a foreseeable leave, such as for birth, adoption or planned medical treatment, the employee must provide at least 30 days notice to the Board. In all cases, the employee must furnish a request to the Board on a form provided by the Board. 2015-2016 Instructional Master Contract 31

9. Prior to the employee's return to work from an employee disability, the employee shall submit medical certification of the employee's fitness to return to work.

10. The Board retains the right to implement reasonable rules and regulations with regard to the use of leaves of absence within the requirements of the FMLA. This includes but is not limited to requiring a second opinion, at the Board's discretion, from a Board-paid doctor with regard to a medical disability, and the use of forms for requests for leave, physician documentation and fitness to return to work.

11. In the event that the Board exercises its right to a second medical opinion and the opinion conflicts with the first doctor's opinion in the medical certification, then a third opinion may be required by a Board-paid physician mutually agreed upon by the Board and employee. This third opinion will be final and binding upon the Board and the employee.

h. Intermittent Leave or Reduced Leave An eligible employee who is entitled to a twelve-week leave under the provisions of this section may take that leave on an intermittent or reduced leave schedule in certain cases. An intermittent leave schedule is one in which the employee may take the allowable leave intermittently, or in blocks of days at a time, as needed. A reduced leave schedule is one in which the employee's daily or weekly hours are reduced, as needed. Leave will be granted intermittently or on a reduced leave basis in the case of the serious health condition of the employee or of the child, spouse or parent of the employee, provided that it is medically necessary and that a certification from a physician is obtained. The amount of Family and Medical Leave used where an employee takes leave intermittently or on a reduced leave schedule will be determined in accordance with the applicable regulations of the Family and Medical Leave Act of 1993, currently §825.205 of the Interim Regulations.

i. Effect of Leave on Board Paid Benefits During the period of leave governed by this section, the Board will pay the portion of the insurance premium which it normally paid prior to the leave, such as major medical, surgical, dental, vision, life, and flexible benefits.

8. Charter School Leave

A teacher who takes Charter School Leave pursuant to Article VII, Section Z will have a position in the District as described in Article VII, Section Z, but not at his/her specific school or worksite at the time of beginning said leave.

END OF ARTICLE VIII

For the Board

Date

For the Union

Date