

**ARTICLE TWENTY-THREE
LEAVES**

A. Sick Leave:

Any employee employed on a full-time basis who is unable to perform his/her duty in the school because of illness, or because of illness or death of father, mother, sister, brother, husband, wife, child, other close relative, or member of his/her own household and consequently has to be absent from his/her work, shall be granted leave of absence for sickness by the Superintendent, or by someone designated in writing by him/her to do so. The following provisions shall govern sick leave:

1. **Accrual:** Each employee on a full-time basis shall be entitled to four (4) days of sick leave as of the first day of employment of each contract year, and shall thereafter earn one (1) day of sick leave for each month of employment, which shall be credited to the employee at the end of that month, and which shall not be used prior to the time it is earned and credited to the employee. However, the employee shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment. When an employee uses a sick leave day, it shall be paid at the affected employee's daily rate of pay at the time the day is utilized. Also, when an employee uses a sick leave day, those days are earned at a lower rate of pay and shall be deducted before sick days having a higher value. Such leave shall be taken only when necessary because of sickness as herein prescribed. Such sick leave shall be cumulative from year to year. There shall be no limit on the number of days of sick leave an employee may accrue, except that at least one half of this cumulative leave must be established within the district.

Sick leave accumulated in another Florida district or districts: by an employee shall be accrued to the employee at a rate equal to the number of sick leave days allowed the employee during each year of employment in this district until such time as all sick leave accumulated in other Florida districts has been transferred to the district.

Such transferred sick leave days shall be in addition to sick leave days to which the employee is entitled from this school district. Employees who are to be temporarily absent from school for any reason shall, if possible, notify the principal or his/her designee at least two (2) hours prior to school opening.

2. **Personal Reasons:** Employees shall be granted up to six (6) days each school year for personal reasons. However, such absences for personal reasons shall be charged only to accrued sick leave, and leave for personal reasons shall be non-cumulative. Employees shall not be required to give reasons for personal leave, except that the leave is for "personal reasons."
 - (a) Personal reasons leave shall not be granted on the day preceding or following a holiday* nor during the first or last week of school. The first week of school starts on day one of the 196 day work calendar and the last week of school concludes on the final day of said calendar. *(Notes: A holiday on the official School Board calendar is any date marked as a "holiday" or "day off.")

3. **BEREAVEMENT LEAVE (SICK LEAVE)**

Any employee who suffers the death of an immediate family member shall be granted bereavement leave in the following manner:

- a. If the funeral is to be held within 250 miles of the employee's home – the employee shall be allowed to utilize a maximum of four (4) days of sick leave for bereavement purposes.
- b. If the funeral is to be held more than 250 miles from the employee's home – the employee shall be allowed to utilize a maximum of five (5) days of sick leave for bereavement purposes.
- c. For the purposes of bereavement leave, an immediate family member shall be defined as the spouse, domestic cohabitant, child, stepchild, grandchild, mother, father, sister, brother, parents of domestic cohabitant, mother-in-law, father-in-law, grandmother, grandfather, daughter-in-law, son-in-law, brother-in-law, sister-in-law, domestic cohabitant's sibling(s), grandparents of employee's spouse, grandparents of employee's domestic cohabitant, any other relative, or member of the employee's household. Proof of relationship to the deceased may be required.
- d. The Board may require proof of death, within thirty (30) days after Bereavement Leave is taken. A copy of the newspaper obituary or the funeral card/program for the deceased are examples of acceptable proof of death.

e. Bereavement leave as outlined above shall not count against the employee's attendance for sick leave buy back purposes provided in Article 21, Section D. Nothing in this section shall be construed to limit an employee's right to use sick leave under provisions of Section A above.

4. **Use of Sick Leave:** An employee shall have the right to use sick leave in one-half day or full-day units, for the purpose of medical or dental appointments.

If an immediate supervisor suspects an abuse of sick leave, he or she shall first investigate the matter and discuss the findings with the affected employee.

An abuse of sick leave is defined as a pattern or series of absences which occur over an extended period of time and on a regular and predictable basis and without adequate justification. For example a regular and predictable basis would be: sick leave being used as soon as earned; absence on only Mondays or Fridays; absences occurring on the days before or after a holiday period; absences occurring on the day after a payday on a regular basis.

If the investigation sustains that a documented pattern of abuse does exist the employee may be subject to disciplinary action as per Article 18 section B (1).

5. **Terminal Pay:** Any employee at normal retirement or his/her beneficiary if service is terminated by death, shall be provided terminal pay. Such terminal pay shall not exceed an amount determined as follows:

(a) During the first three (3) years of service:

1. The affected employee's daily rate of pay on July 1, 1994, multiplied by 35 percent multiplied by the number of unused sick leave days held on July 1, 1994.
2. The affected employee's daily rate of pay at the time sick leave is earned times 35 percent times the number of days of accumulated sick leave earned after July 1, 1994.

(b) During the fourth (4th) through sixth (6th) years of service:

1. The affected employee's daily rate of pay on July 1, 1994, multiplied by 40 percent multiplied by the number of unused sick leave days held on July 1, 1994.
 2. The affected employee's daily rate of pay at the time sick leave* is earned multiplied by 40 percent multiplied by the number of days of accumulated sick leave earned after July 1, 1994.
- (c) During the seventh (7th) through ninth (9th) years of service:
1. The affected employee's daily rate of pay on July 1, 1994, multiplied by 45 percent multiplied by the number of unused sick leave days held on July 1, 1994.
 2. The affected employee's daily rate of pay at the time sick leave* is earned multiplied by 45 percent multiplied by the number of days of accumulated sick leave earned after July 1, 1994.
- (d) During the tenth (10th) through the twelfth (12th) year of service:
1. The affected employee's daily rate of pay on July 1, 1994, multiplied by 50 percent multiplied by the number of unused sick leave days held on July 1, 1994.
 2. The affected employee's daily rate of pay at the time sick leave* is earned multiplied by 50 percent multiplied by the number of days of accumulated sick leave earned after July 1, 1994.
- (e) During and after the thirteenth (13th) year of service:
1. The affected employee's daily rate of pay on July 1, 1994, multiplied by the number of unused sick leave days held on July 1, 1994.
 2. The affected employee's daily rate of pay at the time sick leave is earned* multiplied by the number of days of accumulated sick leave earned after July 1, 1994.

Employees who are granted an early retirement under the Board's program are eligible to receive the benefits outlined above if the employee meets the criteria contained in this section.

- (f) No employee who meets the eligibility requirements listed above may receive any compensation for sick leave payments unless they sign and execute the Payment of Sick Leave Upon Retirement Agreement provided by the Superintendent. This Agreement requires the retiring Board employee to seek, accept, and cash the first retirement benefit check issued by the Florida Retirement System.

The employee must qualify for "normal retirement" which under this policy shall mean retirement under plan A,B,C,D,E under the Florida Retirement System or any other plan established by the Legislature with either full or reduced benefits as provided by law. Normal retirement shall not be interpreted to include disability retirement.

*Note: "At the time sick leave is earned" shall be interpreted to mean the value of sick leave at the end of each school year or at the time the affected employee retires, whichever comes first.

- B. **Illness-In-Line-of-Duty:** Any permanent full-time employee shall be entitled to illness-in-line-of-duty leave with pay when he/she has to be absent from his/her 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 work. Such leave shall be in addition to any other leave to which the employee may be entitled and such leave shall not be cumulative. Each employee shall be entitled to a maximum of thirty-five (35) days of such leave. Paid holidays occurring during such leave shall not be included in the computation of the number of days with respect to which such leave is applicable, provided that the employee shall be paid for such paid holidays. A substantiating statement by a physician and a corroborating statement of the immediate supervisor may be subject to the grievance procedure.
- C. **Verification of Leave:** An employee shall, before claiming and receiving compensation for the time absent from his/her duties, while absent because of leave as prescribed in A and B, make and file on a Board form by the end of the school month following his/her return from such absence, with the Superintendent or designee, a written certificate which shall set forth the day or days absent, that such absence was necessary and that he/she is entitled to receive pay for such absence in accordance

with provisions set forth above. The Superintendent may, at his/her option, require a certificate of illness from a licensed physician or from the county health officer.

D. Sabbatical Leave

1. The Board will award up to thirty (30) sabbatical leaves per school year to applicants who will use said leave for the purpose of obtaining certification in an area in which the Board determines that a shortage of employees is developing.
2. The Board will develop each school year a list of certification areas in which a shortage of employees is developing.
3. Applications for sabbatical leave will be screened by a Committee of six (6) members. Three (3) members of the Sabbatical Committee are to be appointed by the President of the BTU, and three (3) members are to be appointed by the Superintendent.
4. An applicant must agree to pursue a plan approved by the Committee and leading to certification in an area in which a shortage of employees is developing.
5. The applicant must provide a written recommendation from his/her principal, department head and the affected curriculum supervisor.
6. Seniority shall not be a factor in awarding critical shortage sabbaticals.
7. An application for sabbatical leave shall be submitted to the Superintendent not later than March 1st (or the last workday preceding March 1st) preceding the school year for which the leave is sought.

However, this deadline may be extended by mutual agreement between the parties. If the Committee requests clarification of an application, the Committee will inform the applicant of the time limit for supplying the information.

8. The Superintendent will give written notice not later than the second Board meeting in April to each applicant regarding the disposition of the employee's application.
9. An employee granted a sabbatical leave shall inform the Superintendent in writing of his/her intention to either accept or

decline such leave. Such notification shall be given not later than fifteen (15) days after the applicant has received notice of approval for leave.

10. If more critical shortage sabbatical applications are received than the projected number of critical shortage vacancies for a critical shortage subject area, then the applicants shall be rank-ordered by critical shortage subject area based upon the Sabbatical Committee ratings. The sabbatical vacancies shall be offered to the applicants in order from the highest to the lowest ranking applicant in a subject area until all projected critical shortage area vacancies are filled or the maximum of thirty (30) sabbaticals are offered. Should any of the original choices decline his/her sabbatical leave due to a change in plan or lack of acceptance in a program, the next ranked applicant in that critical shortage subject area shall be notified and considered. This process shall continue through the list of alternate-designates until all approved applications have been accepted or rejected.
11. There shall be separate application forms for sabbatical leave and tuition reimbursements under this provision.
12. The Sabbatical Committee is hereby authorized by the parties to issue a recommendation to the President of the Broward Teachers Union and the Chief Human Resources & Equity Officer who are authorized to reach a final agreement on the procedures that will be printed and distributed to all work locations and will become part of this Agreement.
13. Employees granted critical shortage sabbaticals shall receive seventy-five percent (75%) of their base salary while on said leave.
14. Employees who are granted this leave shall agree in writing to teach in the district for three (3) years after returning from said leave.
15. The period of such leave shall count as regular service for the purpose of retirement, if approved in advance by the retirement system, and the contribution to the appropriate retirement system therefore shall continue. The employee's insurance benefits normally paid by the Board and provided in this Agreement will be paid by the Board while the employee is on sabbatical leave. The leave shall count for purpose of salary increments but such increments shall not be applied retroactively. The leave shall not count for vacation or sick leave.

16. An employee who returns from completion of a critical shortage sabbatical shall be placed in a position requiring the certification earned by the employee while they were on said leave provided that such a position exists in the district.

If no position exists, the district shall employ the person in another position for which he/she is qualified until a vacancy in the critical shortage area is announced.

17. **Teacher Directed Improvement Fund (TDIF)**

- a) The parties agree to create a TDIF for the purpose of designing and recommending a procedure for awarding special grants to bargaining unit members. The Superintendent and the President of the BTU shall each select three (3) representatives to serve on the Committee.
- b) The funding for the Grants shall be \$1,514,248 annually, except that such funding shall be suspended for the 2011-2012 school year. All unspent funds shall be carried over to the following fiscal year. Up to \$42,500 shall be deducted from the TDIF fund to pay for up to one-half the administrative costs associated with this program. It is the intent of the parties to notify applicants of the disposition of their grant applications within 65 days after the close of the application period. This program shall be administered by the Division of Human Resources & Equity.
- c) Examples of items which might be considered for special grants include differential staffing programs, research projects to strengthen curriculum, career ladder stipends, attendance at a center for creative learning, etc.
- d) The Committee is hereby authorized by the parties to issue a recommendation to the President of the Broward Teachers Union and the Chief Human Resources & Equity Officer who are authorized to reach a final agreement on the procedures which will be printed and distributed to all work locations and will become part of this Agreement.
- e) Teachers with a minimum of five (5) consecutive years of satisfactory service for the SBBC may apply for workshop and conference reimbursement to a maximum of \$1,000 per teacher. The WCCI applications will be divided into three (3) groups. Group A will consist of teachers with 5-13 years of continuous experience in the teachers' bargaining unit.

Group B will consist of teachers with 14-21 years of continuous experience in the teachers' bargaining unit. Group C will consist of teachers with 22 or more years of continuous experience in the teachers' bargaining unit. The available funds for WCCI-TDIF applications will be allocated according to the following – Group A will receive 25% of the available funds, Group B will receive 35% of available funds and Group C will receive 40% of available funds.

The applicants chosen will alternate every other year (within each group) from highest to lowest seniority, and then lowest to highest seniority to make the process more equitable for teachers at all levels. In school years beginning in odd numbered years, the most senior teachers within the group will have priority, in school years beginning in even numbered years, the least senior teachers within the group will have priority. Funding will be awarded in the manner commencing in the 2010-2011 school year.

The TDIF Committee shall also establish rules and regulations applicable to tuition reimbursements and school education projects. If a teacher does not intend to use the TDIF funding, they must notify Academics (TDIF) by March 1 of any given year. Failure to notify will result in the teacher being ineligible for any TDIF funds for two (2) years.

E. **Temporary Duty Leave:** Temporary duty leave may be granted to employees by the principal or supervisor equivalent in rank for the purpose of:

1. Attending and/or participating in professional meetings relating to educational workshops, seminars or conferences sponsored by professional organizations, colleges, universities or government or private agencies concerned with public school matters.
2. Visitation for the purpose of observing instructional techniques or programs.
3. The principal agrees to provide funds for normal expenses for professional leaves up to the limits provided by Board policy. It is understood that normally only one member of a department may attend any one such meeting at school expense. The Superintendent may approve of exceptions.

4. Employees approved for TDIF grants shall be approved for temporary duty leave so long as all costs, including substitute costs associated with the leave are paid through the grant.
- F. **Legal Commitments:** Employees shall be granted leave for legal commitments and shall receive their regular salary while serving as jurors or witnesses under subpoena.
- G. **Professional Leave to Attend Summer School:** shall be granted when students are not in session to any employee required to be absent at the beginning or end of a school year, in order to attend a full-time course of summer study. Such leave shall be without loss of pay and shall be limited to three (3) days at the end of a school term, and three (3) days at the beginning of a school term, provided that a maximum of three (3) days shall be granted in any one (1) school year. The principal shall certify that the absence of the employee will not interfere seriously with the employee's contractual obligations or jeopardize the accreditation of the school.
- H. **Military Reserve Leave**
1. Any employee who is a member of a national military reserve unit or National Guard shall be allowed up to seventeen (17) days of leave without loss of pay or other accumulated leave when ordered to active duty by the appropriate unit during regular term. At the Board's discretion, the leave period may be extended up to thirty (30) days. An employee required to report for a physical examination under any selective service law shall be granted leave without loss of pay or other accumulated leave for the time required for this obligation.
 2. Employees who are reservists called to active duty shall receive pay to supplement their military pay in the amount necessary to bring their base salary, inclusive of their base military pay, to the level earned at the time they were called to active duty. Base salary shall be defined as the employee's main job with the School Board.
 3. Employees on active duty shall be eligible to continue their School Board health insurance coverage by paying the employee's share of any cost of such coverage.
 4. During the period of leave required by the call-up, the employee shall continue to maintain his/her seniority and shall accrue sick leave.

5. Upon returning from leave, the employee shall receive experience credit on the salary schedule for the time spent on active duty in the military call-up and shall be returned to employment to their school/work site prior to the active military leave.
6. The terms of this agreement shall be in effect during the period of time established by the School Board when a military call-up is in effect and shall expire at its conclusion.

- I. **Active Military Service Status:** Any employee required or volunteering to serve in the Armed Forces of the United States shall be granted leave without pay for such service.

An employee returning from such leave shall be returned to employment, without prejudice, provided application for reemployment is filed within six (6) months following the date of discharge or release from active military duty, and provided further that the School Board shall have up to six (6) months to reassign the employee to duty in the school system.

- J. **A Leave Of Absence For Professional Enhancement:** without salary, shall be authorized for any employee who has been employed for more than three (3) years in Broward County, upon application, for a minimum of one (1) school year. Upon approval of the Superintendent and Board, a leave of shorter duration may be granted for the purpose of (1) engaging in study at an accredited university; (2) full-time participation in federally sponsored volunteer programs; (3) full-time teaching in foreign or military programs; (4) cultural travel or work program related to professional responsibilities; or (5) participating in exchange teaching programs in other territories or countries. The above leave is available to a teacher who has an evaluation rating of Effective or Highly Effective. For other teachers, unless the leave is directly related to increasing content knowledge or improving pedagogy in the teacher's field, this leave is subject to special approval by the Superintendent.

Applications for Professional Enhancement Leave: shall be submitted to the Superintendent not later than sixty (60) days prior to the start of the year in which leave is to commence. Experience credit on the salary schedule in the amount authorized in the leave shall be granted upon the employee's return from the leave for purposes J (3) and J (5) above. Upon return from such leave, the employee shall be returned to his/her former position or to a substantially similar position, for which the employee is fully qualified.

- K. **A Personal or Maternity Leave** without pay and not to exceed three (3) years shall be granted to an employee for the purpose of childbearing and/or child rearing and/or child care as follows:

1. An employee may continue to be actively employed during pregnancy only so long as the employee is properly able to perform required teaching functions.
2. All or any portion of a leave taken by an employee because of medical disability connected with or resulting from the pregnancy may, at the employee's option, be charged to the employee's available sick leave.
3. An employee shall be entitled, upon request, to personal leave to begin at any time between the birth of the child and up to two (2) years thereafter.

L. **Continuing Insurance Coverage While On Leave:** Any employee granted a Board-approved leave of absence with or without pay as provided in this Article shall be given the opportunity, unless otherwise provided, to continue insurance coverage's in existing school programs and, with the approval of the retirement system, continue participation in the retirement system during the leave, provided that the premiums for such insurance programs shall be paid by the employee on a monthly basis in advance of the month due. Any such employee may serve as a substitute teacher in the district while on leave.

Teaching Position While On Leave: An employee may be employed in a teaching position outside of the district while on leave.

Also, employees who are on any Board approved unpaid leave of absence are authorized to work in a temporary, part-time capacity with the district. Said employees may apply for such positions, and if selected by the district, will be allowed to work.

M. **Length of Leave:** An employee who has been employed for more than three (3) years in Broward County may be granted upon request, personal leave without pay for a period not to exceed two (2) years for reasons not provided elsewhere in this Agreement. The employee shall be returned to duty at the beginning of the next school year following the leave. Such leave shall require the approval of the Superintendent. An employee identified for or engaged in a written plan for improvement shall not be eligible for a leave if within the last two (2) years the teacher was granted a personal leave while identified for or engaged in a written plan for improvement.

Returning Early From Leave: If an employee notifies the Superintendent of the desire to return to active employment before the expiration of such leave, the District shall place the employee in a vacant

position within their choice of certification and geographic area. If the affected employee is offered a position by the district and he/she rejects said position, then he/she may not return to work until the expiration of the approved leave.

- N. **Elected to Public Office:** Bargaining unit members who have been employed for more than three (3) years in Broward County who are elected to a public office in the State of Florida may be granted a non-paid leave of absence for the length of the term of office. If the affected employee notifies the Superintendent of a desire to return to employment before the expiration of such leave, said employee may be returned to duty to a position for which he/she qualifies. The employee shall be returned to duty at the beginning of the school year following the leave to a position for which he/she qualified.
- O. **Board Determination:** All leaves granted at the request of an employee shall be for particular purposes or causes. The Board shall have the right to determine that the leave is used for the purposes or causes set forth in the application, and if not so used, the Board may cancel the leave, provided, however, that verification of use of personal reasons leave shall be as provided in A (2) above.
- P. **Replacement Teacher:** Employees returning from any leave granted by the district shall not be guaranteed the same work location or assignment. However, any employee filling the position of an employee on leave for one (1) year or less who has been promised the same position upon return from leave shall be given written notice at the time of employment that his/her position will no longer be available when the leave expires.

Such employee shall be considered a replacement teacher and shall not be entitled to the guaranteed re-employment provisions afforded to annual contract teachers as contained in Article Eighteen, Sections C and D of the contract.

- Q. **Accrued Annual Leave:** Employees employed on a twelve (12) month work calendar shall accrue annual leave (paid vacation) at a rate of one (1) day per month for employees during the first five (5) years of employment; one and one-fourth (1 1/4) days per month for employees during the sixth (6th through ninth (9th) years of employment; and one and one-half (1 1/2) days per month for employees during and beyond the tenth (10th) year of employment.

R. **Sick Leave Bank**

The parties mutually agree to establish a sick leave bank (hereafter referred to as the bank) for employees. Participation in the bank shall be voluntary. The bank shall be made operational as soon after the ratification of this contract as possible. The bank shall be governed by the following procedures:

1. **Creation of the Bank:** The bank will be established providing that one thousand (1000) days have been deposited (one [1] per full-time employee), during an enrollment period extending thirty (30) calendar days from the date such enrollment period is announced to employees. Subsequently, employees may enroll in the bank only within thirty (30) calendar days of the beginning of the official school year.
2. **Membership Requirements:** Full-time employees who have been employed full time for at least one (1) full year, and who have sick leave accrual of ten (10) days at the time of enrollment may enroll in the sick leave bank by contributing one (1) day of sick leave to the bank. At the time of the contribution, the sick leave day shall be converted to a monetary sum by multiplying the day donated times the donor's daily rate of pay when contributed.
3. **Sick Leave Bank Committee:** The Committee shall be appointed by the BTU for the purpose of administering the sick leave bank. The Committee shall:
 - (a) Maintain adequate records relative to all functions of the bank.
 - (b) Meet periodically, as requested by the Superintendent, with a designated administrator of the county to review BTU sick leave bank records.
 - (c) Operate the bank in accordance with rules and procedures mutually agreed to by the parties. However, the Superintendent shall establish and the BTU will comply with procedures for identifying and recording contributions to and withdrawals from the bank.

The parties authorize the Committee to establish additional administrative procedures necessary for the operation of the bank as long as said procedures are consistent with and do not change any of the criteria contained in Section R of this Article.

- (d) Not grant more sick leave days than are available in the bank.
4. **Withdrawal Rights and Procedures:** Participating bank members may request sick leave days from the bank within the following limitations:
- (a) A withdrawal may be approved only upon the total depletion of the respective employee's accumulated sick leave and vacation leave. In addition, the affected employee must have exhausted or be ineligible for any type of leave granted by the Board related to the accident, illness or injury, including but not limited to leave granted for disability or for illness or injury on the job.
 - (b) The maximum withdrawal for any employee for one (1) illness or injury or complications thereof shall be fifty (50) days.
 - (c) An employee may apply to the Committee for a withdrawal in advance of the depletion of such employee's accumulated sick leave, to be granted, if needed, upon such depletion. However, applications must be made no later than ten (10) working days after the participant returns to work.
 - (d) Withdrawals shall be in full day units and must be for catastrophic illnesses or injuries that extend for a minimum of eight (8) consecutive days. Withdrawals for absences that extend beyond thirty (30) days shall not be granted if the employee is receiving disability benefits nor shall it be granted for absences for which the employee is being reimbursed for loss of wages under an individual insurance policy.
 - (e) All applications for withdrawal shall be in writing and shall be verified by the Committee. The Committee may submit a request to the Superintendent concerning the implementation of Article Twenty-Three, Section C of this Agreement.
 - (f) The salary of a teacher participating in the bank will be reduced by any benefits drawn from Worker's Compensation.
 - (g) When days are awarded from the bank, they will be withdrawn at the receiving party's daily rate of pay.

- (h) The Committee may request the Superintendent to request a second medical opinion from the applicant at his/her expense.
- (i) Withdrawals shall be granted only for the illness, accident or injury of the bank participant.
- (j) The bank may not be used for elective surgery which can be planned to occur during non-work time. The question of elective or necessary surgery shall be determined by the physician in charge. A second doctor's diagnosis may be required, at participant's expense.

5. **Maintenance of the Bank**

- (a) Once the bank is established, there shall be no requirement for an employee to replace sick leave days withdrawn from the sick leave bank, except as equally required of all other participating employees. If the bank is depleted to a point where only seventeen thousand dollars (\$17,000) remains, all members of the bank shall contribute one (1) day each time the bank is depleted to this level.
- (b) A participating employee who chooses to no longer participate in the sick leave bank shall not be allowed to withdraw any sick leave already contributed to the sick leave bank.

6. **Duration:**

The sick leave bank shall remain in existence for the duration of this contract and may be renewed in succeeding contracts.

7. **Indemnification:** The BTU and members of the bargaining unit shall indemnify and hold the Board and all administrators harmless against any and all claims, demands, suits, or other forms of liability and all court costs arising out of the application of the provisions of this section.

8. **Eligibility:**

- (a) Board produced eligibility forms should be sent to only those not in the sick leave bank, when additional members are sought for initial enrollment.
- (b) The Board shall send to the BTU a complete list of eligible employees by the end of the first pay period in October.

- (c) The Board shall notify the BTU of new enrollees within thirty (30) calendar days of the close of open enrollment.
- (d) The Board shall send to the BTU an updated Sick Leave balance statement on a regular basis.

S. **Family and Medical Leave:** The Board will provide family and medical leave for qualified employees pursuant to the provisions of the Family and Medical Leave Act (FMLA) of 1993. The parties agree that the provisions outlined below are the eligibility standards for the FMLA.

1. A leave of absence under this policy for a full-time employee shall be granted for a total of twelve (12) work weeks during any school year (July - June) for one of the following reasons:
 - a. birth of a son or daughter of the employee and in order to care for such son or daughter.
 - b. placement of a son or daughter with the employee for adoption or foster care.
 - c. care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent, has a serious health condition.
 - d. a serious health condition that makes the employee unable to perform the functions of the position of such employee.
2. For purposes of this policy, an "eligible employee" means an employee who has been employed:
 - a. for at least twelve months by the Board;
 - and
 - b. for at least 784 hours of service with the Board during the previous twelve month (July-June) period.
3. Employees who are part-time unit members (not less than four [4] hours per day) shall be eligible for a pro-rata amount of twelve (12) weeks of leave. For example, an employee who is sixty (60) percent of full-time is eligible for 7.2 weeks of leave or 36 days.

4. If both a husband and wife are employed by the Board, the aggregate number of workweeks of leave to which both may be entitled is twelve (12) workweeks.
5. Employees who are on leave granted under this policy who are eligible and receive Board provided group health insurance when actively working for the Board shall maintain this coverage for the duration of such leave. Employees who pay for dependent insurance and other types of Board offered insurance coverage must make arrangements before going on leave or in emergency situations, as soon as possible thereafter, to make direct premium payments to the Board while on leave to continue this coverage.
6. Family leave as outlined in number one above, subsections a & b above shall not be taken intermittently. The affected employee must take a minimum of four (4) weeks of leave.
7. Medical leave as outlined in number one above, subsections c & d may be taken intermittently when medically necessary. Under such circumstances, the employee must try to schedule the leave so as not to unduly disrupt the employer's operations. Also, the Superintendent may place the employee in an alternative position which better accommodates intermittent leave.
8. The Board shall require a medical certification from eligible employees who request medical leave under the FMLA. The form will be provided by the Superintendent and the completed form must be returned within five (5) working days. This deadline may be extended in unusual circumstances as determined by the Superintendent.
9. This leave may be taken before or after utilizing any other leave provisions to which the employee is entitled to under the provisions of this contract.

T. **Americans with Disabilities Act:** The Board shall comply with the Americans with Disabilities Act (ADA). The Americans with Disabilities Act of 1990 provides that no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of the School Board, or be subjected to discrimination or harassment.

Discrimination Complaints: Any employee who believes he/she has been discriminated against, denied a benefit, or excluded from participation in any School Board education program or activity, on the

basis of disability in violation of ADA, may file a complaint with the Office of Equal Educational Opportunities/ADA Compliance.

U. Professional Sabbatical Leave

1. Eligibility Requirements

- a. Full-time bargaining unit members who are in an active pay status (not on leave) with an IPAS evaluation score of satisfactory, hold a current professional certificate, have a minimum of five (5) creditable years with the Board, and are on Step 10 or above prior to the effective date of the Professional Sabbatical Leave. The leave will be for a full school year. An employee is only eligible for one (1) such leave during their career with the Board.

2. Requirement While On Leave:

- a. The employee must undertake an activity that will be beneficial to him/herself, and the school district. Applicants must be pre-approved for the leave. Acceptable projects during said leave include, but are not limited to:
 - 1. perform community services.
 - 2. serve as a School Board volunteer.
 - 3. conduct educational academic research on a pre-approved topic. If this option is selected, the employee must provide the Board with a research report.
 - 4. teach undergraduate or graduate classes.
 - 5. to learn a second language.
 - 6. to upgrade skills related to career and technical education.

3. Benefits

- a. Teachers on this leave will be paid \$5,000 per year equal monthly installments of \$500 (less FICA and withholding taxes) for an employee on a full school year calendar for ten (10) months. The Board will pay retirement contributions on these payments. The payment of said amounts shall be in accordance with the provisions of Article 19, Section n of this agreement. Employees working less than full time shall receive a pro-rata share of the \$5,000. The Board will pay retirement contributions on these payments.

- b. The affected teacher may retire at the conclusion of this leave or may elect, upon return from such leave, to make additional retirement contributions and receive retirement credit for the leave period, based on the full salary earned prior to the leave of absence. If additional contributions are not made, only the employee's sabbatical pay shall be used should such period be included in the employee's average final compensation.
- c. Professional Sabbatical Leave recipients will continue to receive Board paid insurance benefits equal in value to what the employee would have if not on leave.

4. **Application Procedures:**

- a. Employees must apply for the leave not later than June 14th of each year.
 - b. This leave is irrevocable and the employee may not return to work prior to the conclusion of the leave.
5. This program shall automatically expire at the end of this contract and may only be continued by mutual written agreement between the School Board and the Broward Teachers Union.

V. Donation of Sick Leave to a Family Member: An employee may donate to or receive from a qualified member of his/her family who is a district employee earned and accrued sick leave in accordance with the following procedures:

- 1. Qualified family member is defined as a spouse, child, parent, sibling who is also employed by the Board.
- 2. Days/time may not be donated until such time as the recipient has depleted his/her own sick leave and vacation accrual, excluding sick leave from a sick leave pool in which he/she is a participant.
- 3. Donated days/time shall have no value for the purpose of terminal pay or any other program and/or provision that provides pay for accrued sick leave.
- 4. Donated days/time shall not be utilized for the purpose of personal reasons leave nor shall it be utilized for purpose of meeting requirements for membership in the Sick Leave Bank.

5. Donated days/time shall not disqualify the donor from eligibility for incentive awards under Article 21.
6. Employees shall comply with procedures contained in School Board policy for the donation of sick leave to a family member regarding the exchange of sick leave, the calculation of payments, notification requirements, and other matters not covered in this section.

W. Declared Emergency Paid Leave:

1. A declared emergency is defined as one declared by federal, state, or local officials.
2. Employees may receive Declared Emergency Paid Leave when one or more of the following conditions exist:
 - a. The Superintendent or designee is authorized to declare that an emergency event exists for which said leave is available.
 - b. The employee is unable to return to work due to required evacuation.
 - c. The employee sustains personal injury or significant damage to their personal residence.
 - d. The employee is needed to assist a family member with a storm related health emergency.
 - e. The employee is required to participate in relief efforts.
 - f. The employee's personal involvement is required for other emergency related circumstances.
3. Requests for leave must be recommended by the authorized supervisor for approval by the Superintendent or designee.
4. The employee may be required to provide documentation of the condition(s) in subsection 1 above for which leave is requested.
5. Declared Emergency Paid Leave shall not exceed ten (10) days per declared emergency event unless authorized by the Superintendent.
6. Declared Emergency Paid Leave shall not be deducted from the employee's accrued leave.