

**ARTICLE FIFTEEN  
LEAVES**

**A. Earned Annual Leave**

1. Permanent part-time employees shall earn a pro rata share of Paid Vacation(s) of a full-time employee.
2. Payment of accrued, but unused, vacation time up to the limits contained in subsection (a) and (b) below, shall be made upon separation from employment provided notice of intention to leave has been filed with the designated county level unit administrator or if filing intention to leave is clearly impossible, it will be paid subsequent to the date that the School Board approved such separation. Further, such payment already earned may not amount to a sum larger than that provided in the affected employee's annual contract. Exceptions may be made in cases of dismissal or when a change in the individual's work year shall be imposed by the Board. Payment shall be made based on the affected employee's daily pay rate at the time of separation.
  - a. Employees assigned to a vacation-earning calendar may receive payment for up to sixty-two point five (62.5) days of vacation under section (2) above. Effective July 1, 1995, terminal pay for accrued vacation leave may not exceed a maximum of 60 days for employees hired on or after said date.
  - b. All other eligible employees not mentioned in subsection (a) above may receive payment for up to fifty (50) days of vacation pursuant to the criterion in this policy.
3. All permanent employees on Board assigned vacation earning calendars shall be eligible to receive a vacation with pay subject to the following provisions:
  - a. Vacation requests, properly submitted by the employee to the appropriate division head and/or department head, shall be completed prior to the first day of vacation. Requests may be denied if not submitted in a timely manner.

- b. The affected employee's supervisor may reject a vacation request for a specific date if he/she feels that the employee's absence may disrupt the work of the department/school.
- c. An individual employed prior to the 15th of the month shall be given credit for earned vacation time for that month. Any individual employed for one (1) day more than half of the Board approved vacation-earning calendar shall receive a year of service toward vacation credit for that calendar year. Vacation may be used as earned. At the end of each fiscal year unused vacation shall be carried forward to the following year.
- d. Employees transferring to a twelve-month position from other contract calendar positions shall be given credit for the number of full time continuous years of service. They will start earning vacation the first month of twelve-month employment.
- e. No employee may take in excess of fifteen (15) vacation days in any given month without the express written authorization of the Superintendent/designee.
- f. Each employee on a vacation-earning calendar must take a minimum of five (5) consecutive vacation days per year providing the employee has accrued five (5) days. This provision may be waived by the Superintendent/designee in unusual circumstances.
- g. Employees assigned to vacation-earning calendars shall earn paid vacation based on the following formula:
  - 1. Five (5) complete years of service or less - 1-1/4 days per month.
  - 2. More than five (5) complete years of service but less than ten (10) complete years of service - 1-1/2 days per month.
  - 3. Ten (10) complete years of service or more - 2 days per month.
  - 4. Total accrued vacation may not exceed sixty-two and one-half (62.5) days carry-over from one (1) fiscal year to the next.

4. For purposes of computing vacation accrual only, employees assigned to the BTU-TSP shall be credited with up to ten (10) years of work experience from another school district in any state or other employer provided that said experience is directly related to the job duties performed by the affected employee at the time he/she was hired by the Board.

B. **Legal Commitments:** Employees shall be granted leave for legal commitments and shall receive their regular salary while serving as jurors or witnesses under subpoena in any case, except when appearing as a party in a non-job related case. All monies received may be retained by the employee.

In the event that an employee has taken legal action against the District, said employee will not be granted leave nor be paid by the District when attending legal proceedings/meetings regarding the case, except for legal actions taken as a result of a grievance of this contract.

C. **Professional Leave/Special Grants:** The Board authorizes the Superintendent/designee to award special grants to qualified school-based and county-based employees who are assigned to the school-based administrators salary schedule, the administrative, supervisory professional and technical salary schedule and the executive salary schedule. The purpose of the grants is to enhance the ability of the affected employee(s) to carry out their responsibilities in a manner that will improve the effectiveness, efficiency, and quality of the Broward County Public Schools.

#### RULES

1. The Superintendent/designee shall develop and submit for Board approval the criteria and categories for the awards. The awards may be granted and paid for attendance at workshops, seminars, institutes, or to hire consultants to be used in countywide workshops. Awards may also be granted to affected administrators for the purpose of visiting outstanding programs in other school districts which would benefit the operation of the Broward County Public Schools.

2. The Superintendent/designee shall establish a committee to advise him/her on categories and criteria and to process grant applications. The Superintendent/designee shall appoint all committee members. A representative of the BTU-TSP will be appointed as a member to the committee.

3. Affected employees shall submit application forms by predetermined dates as established by the Superintendent/designee for the first and second semesters of each school year.
4. The Board will determine on an annual basis the funding level of the grant program.
5. The time period an employee is away from the district completing his/her grant work shall not be considered a break in service and shall count as regular service for the purpose of retirement, vacation and sick leave accrual, etc.

- D. **Professional Leave Without Pay:** Professional Leave for employees may be approved to pursue professional growth activities that will be beneficial to the Broward County Public Schools. Such leave shall be provided one time only for full-time bargaining unit personnel who are in an active pay status (not on leave) with an acceptable performance evaluation for the preceding school year and a minimum of seven years of full-time Broward County Public Schools experience including three years of experience in a professional or technical position.

Professional leave recipients shall continue to receive Board paid insurance benefits for one year.

Employees returning from Professional Leave will be assigned to a position as determined by the Superintendent/designee or placed on a recall list if no position is available.

- E. **Longer Workdays:** Employees whose workday is regularly scheduled for more than 7.5 hours per day shall accumulate a day of sick leave and vacation leave equal to the number of hours in their regularly scheduled work day. For these employees, the balance for their leaves shall be reduced by same number of hours for each day used.
- F. **Union Leave:** The president and vice president of the BTU-TSP, the president of the state affiliate, and the executive officers of the national affiliate shall be granted Union leave for their respective term of office. Also, a bargaining unit member who is hired by the BTU-TSP as a fulltime staff representative is eligible for a temporary duty leave for a period not to exceed four (4) fiscal years provided that the leave coincides with the beginning and ending of a school year.

- G. **Leave of Absence – Employees Elected to a Public State or National Elected Office:** A permanent employee elected to serve in a public office will receive professional leave with pay when attending official meetings of the affected public body.

#### RULES

1. The affected employee must submit a written leave request and attach proof that they have been elected to the specific public office.
2. The Superintendent/designee may temporarily assign the affected employee in order to maintain a quality level of service to the district.
3. This article is only for elected public office and does not cover clubs, professional organizations, etc.
4. This article shall also apply to an employee who is appointed by the Governor/Legislature to complete the term of office of a state/national elected public office.

- H. **Accrual:** During leaves of absence with pay, a bargaining unit member shall continue to earn annual leave days except in the case of annual leave granted in conjunction with resignation or termination of employment. In such cases, terminal vacation leave for which an employee is paid upon termination shall not be used for accrual of additional leave days.

- I. **Family Medical Leave:** The Board will provide family and medical leave to qualified employees pursuant to the provisions of the Family and Medical Leave Act (FMLA) of 1993. The rules listed below generally outline the procedures for carrying out said leaves. The Board authorizes the Superintendent/designee to create and carry out all procedures necessary to implement this policy regarding the Family and Medical Leave Act.

1. A leave of absence under this policy shall be granted for a total of twelve (12) workweeks 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 (12) months by the Board; and
  - b. for at least 1,250 hours of service with the Board in the twelve-(12) month period immediately preceding the commencement of the leave.
3. 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 for:
- a. birth of a child or placement of a child for adoption or foster care.
  - b. care for a sick parent(s)
4. Employees who are on a 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 paid for dependent insurance and other types of board offered insurance coverage must make arrangements before going on leave to make direct premium payments to the Board while on leave.
5. Employees who wish to take family leave as outlined in rule number one, subsections (a) and (b) above, must provide the employer with not less than thirty (30) calendar days written notice, before the date the leave is to begin, except that if the date of the birth or placement requires leave to begin in less than thirty (30) calendar days, the employee shall provide such notice soon as is practicable.

6. Employees who wish to take medical leave as outlined in rule number one, subsections (c) and (d) above, shall provide the Board with thirty (30) calendar days notice, except that if the date of the treatment requires leave to begin in less than thirty (30) days, the employee shall provide such notice as is practicable. Employees shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer.
7. Family Leave as outlined in rule number one (1) above, subsections (a) and (b) above shall not be taken intermittently. Employees cannot take leave in separate blocks of time or work on a reduced schedule during twelve (12) weeks of leave. The affected employee can take the desired leave time once only during the twelve-(12) weeks of leave.
8. Medical Leave as outlined in rule number one (1) above, subsections (c) and (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/ designee may place the employee in an alternative position, which better accommodates intermittent leave.
9. Leave under the Family & Medical Leave Act is intended to provide assistance to employees who do not have other leaves available. Therefore, pursuant to the authority granted under said law, employees wishing to take family or medical leave must first use the following leaves:
  - a. Employees must substitute any accrued paid vacation and personal reasons leave for family leave provided for in rule number one, subsections (a) above for any part of the twelve (12) week leave period.
  - b. Employees must substitute any accrued paid vacation, personal reasons leave, sick leave, paid medical leave, disability leave and workers compensation leave for medical leave as described in rule number one (1), subsection (c) and (d) above. (NOTE: employees who do not qualify for disability or workers compensation may qualify for medical leave if they meet the certification requirement listed in rule number fourteen (14) below.)

- c. The Board will not count paid leave which was not for a family or medical purpose against the employees' FMLA twelve (12) week leave entitlement.
  10. 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/designee and the completed form must be returned within a time frame determined by the Superintendent/designee.
  11. Upon return from a FMLA leave, the affected employee is entitled to be restored to the same position that the employee held when the leave started, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.
  12. The Board authorizes the Superintendent/designee to develop and implement procedures to carry out this policy, the FMLA and applicable U.S. Department of Labor Regulations.
- J. **Illness In Line of Duty:** Any permanent bargaining unit employee shall be entitled to illness-in-line-of-duty leave with pay when the employee has to be absent from his/her duties because of personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted at 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 at least ten (10) days of such leave, but additional leave days may be granted by the Board. Any employee absent on such leave shall reimburse the Board for any Workers Compensation payments received for the period. Paid holidays occurring during such leave shall not be included in the computation of the number of days with respect to which leave is applicable. A substantiating statement by a physician and a corroborating statement by the administrator shall be required prior to approval of said leave, except that the corroborating statement of the administrator may be subject to the grievance procedure.
1. A unit employee shall be entitled to illness-in-line-of-duty leave when absent from their duties because of illness from any contagious or infectious disease contracted in the course of their employment.
  2. Contagious or infectious disease as heretofore described shall include but not limited to children diseases (measles, chicken pox, diphtheria, rubella), typhoid, meningitis, tuberculosis, hepatitis, mononucleosis, ringworm, head lice, when substantial proof is



provided by a qualified physician and a corroborating statement of the immediate supervisor showing that such illness resulted from contact with students or other employees.

3. The employee's identity shall remain confidential, except as required by law.
4. The Superintendent/designee may, when deemed in the best interest of the school system, involuntarily transfer employees with contagious or infectious diseases. Before an employee is involuntarily transferred, a conference shall be held with the departmental supervisor or his/her designee or appropriate bureau/office head, except where such transfers are a result of a legal order.

**K. Military Leave**

Leave for military duty shall be granted in accordance with Florida Statutes and such rules and regulations pertaining thereto as shall be approved by the board.

**Short Term Duty With Pay**

Any individual employed by the Broward County Public Schools who is a member of the United States Military Reserve or the National Guard shall be entitled to leave of absence from his/her respective duties without loss of pay when he/she is ordered to active duty by the appropriate unit, provided:

1. Leaves granted shall be a matter of legal right and shall not exceed seventeen (17) days in any calendar year. However, the Board may grant a fully paid leave of absence for up to thirty (30) days of active military leave.
2. Notwithstanding the thirty (30) day leave limitation contained in rule #1 above, the Board shall grant additional leave for the duration of the employee's active military service. Such leave shall normally be without pay. However, the Board may supplement the military pay of its employees who are reservists called to active military service in an amount necessary to bring their total salary, inclusive of their base military pay, to the level earned at the time they were called to active military duty. For purposes of this section, "total salary" shall be defined as the employee's main job

with the Board, exclusive of all supplements and other extra jobs that the employee may have with the Board.

3. Personnel required to report for physical examinations in connection with the Selective Service law shall be paid for the time required for this obligation.
4. Upon completion of such military duty, the individual shall be re-employed in compliance with state and federal laws.

L. **Hardship Leave:** A unit employee eligible for sick leave may receive hardship leave time for his/her own illness up to a maximum of thirty (30) additional working days for the same illness per fiscal year, provided that:

1. Documentary evidence is presented by a Board approved physician to the Board proving that this particular illness necessitated confinement, either at home or hospital, which prevented the employee from reporting to work. The employee must be confined for ten (10) consecutive working days or more, without available sick leave, in order to receive this benefit.
2. The word "confinement" means medical restriction requiring isolation from the work place, not physical enclosure.
3. The time granted for hardship will be on the basis of one day for each two days of confinement (thirty (30) working days is the maximum allowed any fiscal year for any and all hardship leave).
4. Hardship leave may be granted to an employee while on leave from the Board if illness is the same one for which he/she was granted a leave of absence.
5. Application for hardship leave must be submitted to immediate supervisor no later than one year after the conclusion of the confinement period.

M. **Personal Leave:** The Board may grant personal leave without pay to any employee for justifiable reasons and for a period of time and subject to such conditions as it may determine appropriate.

1. Any bargaining unit employee who has been employed for three (3) or more years may request a Personal Leave for a period not to exceed one (1) year. If the Board grants such leave to any bargaining unit employee with one year of service but less than

three (3) years' service, the Board shall not assume any obligation to reemploy the individual to whom such leave has been granted.

2. An employee on Personal Leave must notify, in writing, Leaves Department as to his/her intentions regarding employment for the following fiscal year. This must be done no later than March 1 of the fiscal year in which he/she is on leave. Failure to do so shall relieve the Board of any responsibility or contractual obligations.
3. Board action shall not be required when requesting vacation for a short period (2-3 days). A request for Personal Leave Form must be filed with the Division of Human Resources & Equity.
4. While on personal leave, employees who elect to maintain insurance benefits coverage are responsible for contacting the Division of Human Resources & Equity.

N. **Parental/Maternity Leave:** A unit employee shall be granted a parental leave of absence without pay for up to one year for the purpose of childbearing and/or parenting as follows:

1. A unit 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. The 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 thirty (30) calendar 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 a qualified physician.
2. A male employee shall notify his supervisor, 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, such notice is to be given at least thirty (30) days prior to the day on which the leave is to begin.

3. A unit employee adopting an infant child (i.e., one year of age or less) shall be entitled upon request to a leave to commence at any time during the first year after receiving de facto custody of said infant child, or prior to receiving such custody, if necessary, in order to fulfill the requirement of adoption.
  4. A unit 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.
  5. The Board will continue appropriate contributions to the IRS Section 125 Cafeteria Plan. The employee may continue to make contributions to those compensation or employment benefit plans, which permit continuation of such contributions.
  6. Failure of a bargaining unit member to respond to the official Personnel Management and Service's Letter of Intent or failure to return to work immediately following the expiration of leave shall constitute willful neglect of duty which shall subject the employee to termination.
- O. **Sick Leave:** A full-time employee who is unable to perform his/her duty 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/designee 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.

2. **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.

- a. An employee absent on sick leave, which has been approved by the appropriate administrator, shall receive full compensation for the duration of the leave granted, provided claim for such compensation, on forms to be supplied by the Superintendent/designee shall have been filed by the end of the work month in which the absence occurs. Any employee who finds it necessary to be absent from his/her duties because of illness shall notify his/her immediate supervisor, if possible, before the beginning of the workday on which he/she must be absent, or during that day except for emergency reasons recognized by the School Board as valid. When requested by the Superintendent/designee, the employee will be required to submit a certificate of illness from a licensed physician or from the county health officer.
- b. The computation of sick leave for employees who have been transferred from temporary to permanent status shall begin at the date of permanent employment.
- c. Permanent, part-time employees shall earn sick leave on a pro-rata basis. In order to receive a full day of sick leave credit for the month, the employment period must have begun on or before the 15th of the month. Employees who commence work after the 15th of the month shall earn a prorated share of sick leave for the month. However, each eligible employee shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment in the affected employee's assigned work calendar. If the employee terminates his/her employment and has not accrued the four (4) sick days available to him/her, the School Board shall withhold the average daily

amount for the sick days utilized but unearned by the employee.

- d. Upon proper application, an employee, who has been employed continuously for three (3) or more years, may be granted temporary leave of absence for extended illness, without pay, such leave not to exceed one (1) year. Upon return to duty following such absence, the employee shall be employed in the same or similar position. The Board assumes no obligation for reassignment at times other than the beginning of a school or fiscal year, depending on the position previously held.
  - e. Leave granted for extended illness requires semi-annual medical statements (July and January) verifying the illness or situation of the individual involved.
3. **Use of Sick Leave:** An employee shall have the right to use sick leave in hourly increments, 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.

- P. **Personal Reasons Leave:** Employees shall be granted up to six (6) days in each fiscal year for personal reasons. When used, these days shall be charged to available sick leave. Leave for personal reasons shall not be cumulative. Employees shall not be required to give reasons for these days, except that the leave is for "personal reasons". Such leave must be requested in writing twenty-four (24) hours in advance of the day the employee wishes to take off, except in unusual circumstances.

- Q. **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 in 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.
- R. **Sick Leave Bank:** Employees shall continue to be eligible to participate in the Board's sick leave bank for non-bargaining unit employees under the rules established by the Board.
- S. **Donation of Sick Leave to a Qualified Family Member:** An employee may donate earned and accrued sick leave to a qualified member of his/her family who is also a district employee in accordance with the following procedures:
1. Qualified family member is defined as a spouse, child, parent or sibling.
  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. Employees shall comply with procedures contained in Board policy for the donation of sick leave to a family member regarding the exchange of sick leave, the uses and purposes of the leave, the calculation of payments, notification requirements, and other matters not covered in this section.
  4. This section shall not continue in force if the authority under Florida Statute is repealed or expires.
- T. **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:
1. During the first three (3) years of service:
    - a. 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.

- b. 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.
2. During the fourth (4<sup>th</sup>) through sixth (6<sup>th</sup>) years of service:
  - a. 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.
  - b. The affected employee's daily rate of pay at the time sick leave is earned times 40 percent times the number of days of accumulated sick leave earned after July 1, 1994.
3. During the seventh (7<sup>th</sup>) through ninth (9<sup>th</sup>) years of service:
  - a. 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.
  - b. The affected employee's daily rate of pay at the time sick leave is earned times 45 percent times the number of days of accumulated sick leave earned after July 1, 1994.
4. During the tenth (10<sup>th</sup>) through the twelfth (12<sup>th</sup>) year of service:
  - a. 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.
  - b. The affected employee's daily rate of pay at the time sick leave is earned times 50 percent times the number of days of accumulated sick leave earned after July 1, 1994.
5. During and after the thirteenth (13<sup>th</sup>) year of service:
  - a. 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.
  - b. 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.



6. 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.

**U. 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 is 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.

**V. BEREAVEMENT LEAVE (SICK LEAVE)**

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

1. 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.
2. 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.
3. 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 and any other relative residing in the employee's household. Proof of relationship to the deceased may be required.
4. 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.
5. Bereavement leave as outlined above shall not count against the employee's attendance for sick leave buy back and/or good attendance purposes. Nothing in this section shall be construed to

limit an employee's right to sick leave under provisions of Section O above.

**W. SICK LEAVE BUY BACK:** To encourage and reward employees who maintain good job attendance, the parties agree to the following incentive award:

1. Employees who utilize two (2) sick leave days or less each assigned school calendar year and year-round employees who utilize three (3) sick leave days or less during each assigned school calendar year - upon request - shall receive payment for up to eight (8) days of sick leave, provided the employee worked the full assigned calendar year.\* The following procedures apply to the payment of sick leave under this section.
  - a. An employee must have a minimum of twenty-five (25) days of accumulated sick leave remaining after the payment for unused sick leave under this section.
  - b. The payment of this incentive shall be paid to eligible employees no later than October 31<sup>st</sup> of the school year following the school year in which the employee qualified for the incentive pay.
  - c. For purposes of this section, sick leave shall be defined pursuant to all sections of F.S.1012.61.
  - d. Days for which such award payment is received shall be deducted from the accumulated leave balance.
  - e. Payment shall be equal to the number of eligible days times the affected employees daily rate of base pay times eighty percent (80%).