

ARTICLE XVIII

LEAVE OF ABSENCE

Section 1. Definition. A leave of absence is permission granted by the Board according to its adopted policies and the terms of this Agreement for an employee to be absent from duty for a specified period of time with the right to return to employment on the expiration of leave.

Section 2. Regular Sick Leave. Any member of the instructional staff employed on a full-time basis in the public schools of Lake County who is unable to perform his duties in the school because of illness or death of father, mother, brother, sister, husband, wife, child, other close relative, or member of his own household and consequently has to be absent from his work, will be granted leave of absence for sickness by the Superintendent or by someone designated by him to do so. Each member of the instructional staff employed on a full-time basis will be entitled to four (4) days of sick leave as of the first (1st) day of employment of each contract year, and will thereafter earn one (1) day of sick leave for each month of employment, which will be credited to the member at the end of that month and which will not be used prior to the time it is earned and credited to the member. The member will 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. Teachers working beyond 196 days will earn one (1) day sick leave for each twenty (20) day period. Those working less than a twenty (20) day period will earn one (1) day sick leave if employed for a minimum of thirteen (13) days. Such sick leave will be cumulative from year to year. There will be no limit in the number of days of sick leave that may accrue, except that at least one-half (1/2) of this cumulative leave must be established within the district granting such leave.

Instructional personnel will be entitled to transfer sick leave credit from other Florida school districts or a state educational agency to the Lake County School District. Transferred sick leave will be in addition to sick leave earned in this District. The transferred leave which is credited to an employee's account will not exceed the amount or rate earned during employment in the District. It is the employee's responsibility to contact the other school district(s) or agency(ies) to request a transfer of sick leave.

If an instructional staff member employed in the District interrupts professional service and subsequently returns to professional duty in the District without having transferred and used his accrued sick leave credit in another Florida school district, previous accrued sick leave will become valid on the first day of contractual service.

Section 3. Sick Leave Bank. Teachers of Lake County may participate on a voluntary basis in any sick leave bank which is established by the Board. The LCEA will be represented on the Bank Administrative Committee when established. The LCEA appoints two positions to the Bank Administrative Committee.

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Section 4. Maternity/Parental Leave.

A. Teachers requesting leave of absence for the purpose of childbearing may use their accumulated sick leave during the period when they are no longer able to work through the time the doctor certifies them physically able to return to duty. Any teacher wishing to remain on leave beyond the time when accumulated sick leave is exhausted, may apply for leave of absence without pay not to exceed a period of one (1) year. Teachers will be allowed to remain on the job until they are unable to perform their assigned duties.

B. When a teacher notifies the Superintendent that the doctor has certified her physically capable to return to active employment after a leave granted for childbearing, said teacher will be assigned to the same position or to a substantially equivalent position if such positions are available.

1. A full-time member of the instructional staff who is an expectant mother at the beginning of the school term or who becomes pregnant during the school term will upon request be granted maternity leave without pay as provided herein. When the employee determines that she is pregnant and wishes to take maternity leave, she may file with the superintendent a written application for leave with an attached statement from the attending physician stating the expected date of birth of the child. If possible, the effective date for the suspension of services will be mutually agreed to by the teacher and her immediate administrative superior. Such a decision will be based on, but not limited to, physical condition, effectiveness in carrying out her assigned duties, availability of a satisfactory replacement, term of service required for credit for a year of service for contract and salary purposes during that school year. When a mutually acceptable date for the initiation and termination of leave cannot be achieved the dates will be fixed as follows: the leave will commence on a date determined by the employee in consultation with her doctor and will terminate upon certification of the doctor that she is physically capable of performing the duties of teaching.

2. Maternity/Parental Leave may be given for the portion of the year in which the baby is born or adopted and for one succeeding year subject to reapplication of leave in accordance with School Board policies. A teacher on Maternity/Parental Leave may substitute teach during such leave.

3. Any member of the instructional staff who is on maternity leave for the remainder of a school year or for the entire school year who, on the expiration of leave, wishes to return to duty at the beginning of the next school year will notify the superintendent in writing of such desire no later than April 1.

Section 5. Leave for Personal Reasons Charged to Sick Leave. Instructional personnel will be granted six (6) days of personal leave with pay per school year with no more than five (5) days used consecutively for the purpose of conducting personal business in accordance with

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the following conditions. Such leave will be chargeable to sick leave and will not be cumulative from year to year. Except for emergency or unforeseen situations, personal leave requests must be submitted at least five (5) days prior to the date that the employee desires to be absent from his duties. Requests submitted after the notice period may be denied if adequate arrangement for coverage of the teacher's responsibilities cannot be accomplished. A principal may not approve personal leave for more than ten percent (10%) of the instructional staff at a school on a given day without prior approval of the County Office.

Personal leave may not be granted: to extend vacation time or recess periods; on the days before or after school holidays; or during pre- or post-planning except in unusual circumstances and not unless approved by the Superintendent or his/her designee. The Superintendent will consider the Principal recommendation and whether or not there is a satisfactory explanation for the request.

Section 6. Illness In-Line-Of-Duty Leave. Any full-time employee of the instructional staff will be entitled to illness in-line-of-duty leave when he needs to be absent from his 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, excluding common colds, flu, and other sickness of this nature. A physician's statement verifying the nature of the injury or illness must be provided by the employee before illness in-line-of-duty leave pay is granted. Furthermore, it is incumbent upon the employee to provide reasonable evidence that such illness was contracted, or such injury was incurred during his line of duty. Such leave may be authorized for a total not to exceed ten (10) duty days during any school year for illness contracted or injury incurred from such causes as prescribed above. Such leave will not be deducted from the employee's sick leave. In the case of sickness or injury occurring under such circumstances, additional sick leave may be granted for such term and under such conditions as the Board will deem proper.

Section 7. Jury Duty/Subpoenaed Witness Leave. An employee who is called for jury duty or subpoenaed as a witness to a proceeding in which he is not a party on a regularly scheduled working day or days will be paid his normal earnings for time lost by reason of such service.

Section 8. Temporary Duty/In-Line-Of-Duty Leave. A teacher may be assigned temporarily or may request assignment temporarily to duties other than his regular duties and place of employment for the purpose of performing educational services including participation in school surveys, professional meetings, study courses, workshops, and similar assignments of public service. All requests for assignment to temporary duty, except as provided below, will be submitted to the Superintendent at least ten (10) days in advance. The Superintendent may waive the requirement of ten (10) days advance notice.

An employee will receive his regular pay and may be allowed expenses as provided by law and regulations of the School Board. Such temporary duty will be considered equal to the regular duties of the individual, and an employee performing such assigned temporary duty will not be considered to be on leave. An employee will not be assigned to temporary duty for the purpose of earning college credits, improving rank, or renewing his certificate, except when participating

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in a staff development program approved by the School Board. Temporary duty within the district may be approved by the principal or department head when no substitute service or additional cost to the Board is involved. The principal or department head authorizing such temporary duty will be responsible for determining that the temporary duty has been performed by the instructional employee. No temporary duty forms need to be submitted for this type of temporary duty assignment.

Section 9. Military Leave. Military leave will be granted to an employee who is required to serve in the armed forces of the United States or the militia of the State of Florida in fulfillment of obligations incurred under the selective service laws or because of membership in the reserves of the armed forces or the National Guard. For Reserve or Guard Training, compensation allowed during military leave will not exceed 240 hours in any one (1) annual period as provided in Section 115.07, Florida Statutes. Upon the recommendation of the Superintendent, leaves of absence for additional or longer periods of time for assignment to duty functions of a military character will be without pay and may be granted by the Board and when so granted will be without loss of time or efficiency rating. For Active Military Service, compensation during military leave will be granted for the first thirty (30) days with full pay. Leave of absence for additional or longer periods of time will be without pay. Accrued time off may be substituted for unpaid leave. Military leave will not be counted in determining a year of service for professional service contract purposes. When an employee enters voluntarily into any branch of the armed services for temporary or extended periods of service, military leave may be granted at the discretion of the Board and except in unusual cases will be denied to a member of the instructional staff when he is expected to be engaged in the work of the profession. An employee granted military leave for extended duty will, upon completion of the tour of duty, be returned to duty without prejudice, provided an application for re-employment is filed within six (6) months following date of discharge from active military duty. Following receipt of the application for reemployment, the School Board will have a reasonable time, not to exceed six (6) months, to reassign the employee to duty in the school system.

Section 10. Vacation Leave.

A. Teachers who are employed for the same number of days required of twelve (12) month managerial personnel will accrue vacation leave, exclusive of holidays, with compensation as follows:

1. A teacher with less than five (5) years of continuous service at the rate of one (1) day per month cumulative to twelve (12) workdays per year.
2. A teacher with five (5) years or more of continuous service at the rate of one and one-fourth (1-1/4) days per month cumulative to fifteen (15) workdays per year.
3. A teacher with ten (10) years or more of continuous service at the rate of one and one-half (1-1/2) days per month cumulative to eighteen (18) workdays per

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year.

4. Vacation leave credit may be accrued from year to year, not to exceed thirty (30) days, at the beginning of any fiscal year.
 5. Vacation leave may not be taken nor otherwise compensated for until the employee has completed twelve (12) months of employment with the Board.
- B. Vacation leave may be approved by the Superintendent upon the written request of the employee and with prior approval of the employee's administrative superior. Vacation leave will be so scheduled as to cause a minimum disruption of the school program.
- C. Any member of the instructional staff employed on a part-time basis who works in excess of one-half (1/2) the hours or days required for a full-time position but less than the total hours or days required for a full-time employee will not be entitled to vacation leave.
- D. In addition to the above provisions, the following conditions will apply to the accrual of vacation leave:
1. Employment prior to the sixteenth (16th) of any month will permit the month to be counted as a month of employment.
 2. Termination of employment after the fifteenth (15th) of any month will permit the month to be counted as a month of employment.
 3. Leave without pay in excess of eleven (11) workdays in any month makes a teacher ineligible for vacation accrual for that month except a teacher on leave from injury-in-line-of-duty.
 4. Any twelve (12) month teacher who resigns prior to the completion of a full month of employment will not be granted any vacation leave credit.

Section 11. Leave of Absence for Personal Reasons. An employee desiring personal leave for any other reason will file a written application setting forth the reasons for and the purpose of the requested leave. The Board will consider such an application on its own merits and in arriving at a decision will consider the best interests of the employee and the general welfare of the school system. Such leave will be without compensation.

Any leave of absence for personal reasons will not exceed one (1) contract year. Requested leave of absence for more than one (1) contract year will have Board approval based on the merits and unique need of the request. The decision of the Board will be final.

Section 12. Leave of Absence for Extended Professional Leave. Professional leave without pay will be granted to a teacher who wishes to continue his education. Such leave may not be taken during the school term. Application will be made by a letter of explanation relative to the

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purpose of the leave. Following the termination of the leave, the teacher will present evidence of having earned at least nine (9) semester hours of credit each semester or the equivalent, or evidence of satisfactory progress in graduate school.

Section 13. Pre-Planning and Post-Planning Professional Leave.

- A. Leave during pre-planning and post-planning conference periods:
1. A request for professional leave during a pre-planning or post-planning conference period will have the recommendation of the principal in accordance with the following provisions:
 - a. The teacher must carry a minimum of six (6) semester hours or an acceptable load in graduate school in the educational institution or in an institute.
 - b. The graduate program will be at an accredited and approved institution.
 - c. The teacher must be adding additional subject areas to his certificate for reassignment or must be attending school in order to improve the instructional program of the school.
 2. Professional leave with pay during the pre- and post-planning conference period will be applied for on the proper form. If the application is not in the Superintendent's office thirty (30) days prior to the first day of the leave requested, the leave may be denied. The application will include evidence provided by the teacher supporting the reason for the absence. A member of the instructional staff who is not returning to the Lake County School System for the next school year may not be granted professional leave during the pre- or post-planning conference period.

Professional leave with pay may be granted during the pre-planning and post-planning conference periods not to exceed five (5) days during any contract year. Such leave may be granted three (3) times during a period of five (5) successive years. Such leave when granted will be with pay and will not exceed five (5) days during any contract year.

Section 14. Professional Leave to Attend Summer School. At the completion of three (3) consecutive years of service on a twelve month contract, an instructional employee may be granted thirty (30) days of professional leave. Such accrued leave may be combined with vacation leave for the purpose of attending summer school. Such leave will be with compensation.

Section 15. Sabbatical Leave. A maximum of ten (10) teachers annually who have been selected for sabbatical leave under the provisions of this Article may elect to work for eighty percent (80%) of their regularly contracted salary for a four-year period while having the

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remaining twenty percent (20%) of their salary withheld in order to take leave with full pay the fifth (5th) year for professional or personal growth at the salary they would have received if not on leave. The school district will continue to pay the health and life insurance negotiated premium for the year of sabbatical leave. It will be understood that a teacher granted sabbatical leave will return as a teacher in the Lake County School System for at least one (1) year of effective teaching service in the same or a similar level position held before leave commenced. The Board will have the right to select and approve teachers for sabbatical leave according to guidelines developed by representatives of the Board and the LCEA and approved in a memo of understanding signed by the parties.

Teachers selected by the Board for sabbatical leave will be expected to demonstrate continuing commitment to the six-year program. In the event a selected teacher is required to withdraw due to personal or other acceptable reasons, all salary withheld will be paid to the teacher, or to the teacher's designated beneficiary or estate if no beneficiary has been designated.

Teachers interested in applying for sabbatical leave under the provisions of this Article will do so no later than three (3) months prior to the end of the contract period in which application is made.

Section 16. Family and Medical Leave Act. The parties agree to comply with the provisions of the Family and Medical Leave Act.

Section 17. Bereavement Leave. Full-time employees may apply for up to two (2) days of paid bereavement leave in the event of a death in his/her immediate family in order to attend to related issues. For the purpose of this designated leave, immediate family is defined as a father, mother, brother, sister, husband, wife, child, or member of one's own household. Bereavement leave must be used within (30) thirty days following the death of his/her immediate family member. An employee may apply for a maximum of two (2) days of bereavement leave per fiscal year. Bereavement is not accumulative. Employees will not be paid for days not scheduled to work. Employees are required to provide a copy of the obituary or other satisfactory document to accompany the leave request for approval.