

Leave of Absence	6.20
1. <u>Introduction.</u> Leave is permission, granted in advance by the School Board or its designee, for an employee to be absent from work duties for a specific period of time, with the right of returning to employment upon expiration of the leave. Except for Military Leave, and Family and Medical Leave under the Family and Medical Leave Act ("FMLA"), leave is granted at the discretion of the School Board or its designee. The procedure for granting leave and the terms and conditions of the various categories of leave are set forth in this rule, applicable statutes and the District's collective bargaining agreements ("Negotiated Agreements") in case of District employees covered by those agreements	
2. <u>Requests for Leave.</u> Ordinarily, leave must be granted in advance. An employee must submit a written request for leave to his or her supervisor, giving the reason leave is requested. In order for leave to be granted, the request must be recommended by the supervisor and approved by the Superintendent or the Superintendent's designee under the authority derived from the School Board, and by the School Board when its approval is required. Leave may not be retroactively approved. However, Sick Leave and Personal Leave for verified emergency purposes are deemed to be granted in advance if the employee properly submits a completed written request to the proper authority promptly on the day of return to work. In such a case, the employee is obligated to notify his or her supervisor of the emergency at the earliest practicable opportunity.	
3. <u>Duration of Leave.</u> Except for Military Leave and FMLA Leave, the duration of leave is at the discretion of the School Board. However, no leave, except Military Leave, will be granted for a period in excess of the employee's current contract term.	
4. <u>Leave with Pay.</u> The following leaves with pay may be granted under the conditions of this rule:	
a. Sick Leave	
b. Annual Leave	
c. Personal Leave	
d. Emergency Leave	
e. Jury Duty	
f. Military Leave	
g. Bereavement Leave	

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- h. Line of Duty (Workers Compensation) Leave
- i. Religious holidays in accordance with the Negotiated Agreements and the District master calendar.

Employees holding two District positions that together meet the criterion for full-time status are deemed to be full-time employees for purpose of this rule.

The use of leave with pay will be measured to the nearest quarter hour. As explained in paragraphs 5. and 6c., leave will accrue in quarter hour increments based upon the employee's regularly scheduled workday.

- 5. **Sick Leave - Accrual.** Any member of the instructional staff or any other employee of the District employed on a full-time basis who is unable to perform the duties of his or her employment on account of personal sickness, accident disability, or extended personal illness, or because of illness or death of father, mother, brother, sister, husband, wife, child, other close relative, or member of his or her own household, and consequently has to be absent from his or her work shall be granted leave of absence for sickness by the Superintendent or designee. Sick Leave may also be used for regular or periodic medical and dental and appointments.
 - a. Upon employment, (i) instructional employees, and (ii) full-time non-instructional and administrative employees shall be granted four (4) days of Sick Leave and shall accrue additional Sick Leave at the rate of one (1) day per month up to a total of the employee's months of employment per year. However, if employment commences during the last four months of the contract term, the Sick Leave advanced will be prorated based on the percentage of the full contract year that employee will serve under his or her initial contract. For purpose of this rule, a full-time non-instructional or administrative employee is one whose regularly scheduled workweek is at least 25 hours.
 - b. If the employee terminates his or her employment and has not accrued the 4 days of sick leave available to him or her, the District may withhold the average daily amount for the days of sick leave used but unearned by the employee.
 - c. An accrued day of Sick Leave shall be equal to the number of hours in the employee's regularly scheduled workday, calculated by dividing the employees regularly scheduled work week by five days. Sick Leave shall be cumulative from year to year. There is no limit to the number of days of Sick Leave that can be accrued, but employees cannot receive paid Sick Leave prior to earning it. If an

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employee holds two District positions, the regularly scheduled workweek for both positions shall be added together to determine the employee's regularly scheduled workweek and workday.

- d. An employee may transfer the employee's accrued Sick Leave to a spouse, child, parent or sibling who is also an employee. The transferred Sick Leave may not be used until the receiving employee has exhausted all other Sick Leave, except Sick Leave available from a Sick Leave pool if the receiving employee participates in the Sick Leave pool. Donated Sick Leave shall have no terminal value.
6. **Sick Leave -Terminal Pay**. The District shall provide terminal pay for accumulated sick leave to instructional staff and educational support employees. If termination of employment is by death of the employee, any terminal pay to which the employee may have been entitled may be made to his or her beneficiary. However, such terminal pay may not exceed an amount determined as follows:
 - a. During the first 3 years of service, the daily rate of pay multiplied by 35 percent times the number of days of accumulated sick leave.
 - b. During the next 3 years of service, the daily rate of pay multiplied by 40 percent times the number of days of accumulated sick leave.
 - c. During the next 3 years of service, the daily rate of pay multiplied by 45 percent times the number of days of accumulated sick leave.
 - d. During the next 3 years of service, the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave.
 - e. During and after the 13th year of service, the daily rate of pay multiplied by 100 percent times the number of days of accumulated sick leave.
7. **Annual (Vacation) Leave**. Annual (Vacation) Leave shall be granted to full-time employees who are on twelve (12) month contracts in accordance with this paragraph.
 - a. For purpose of this paragraph, a full-time employee is one whose regularly scheduled workweek is at least 25 hours.
 - b. Annual Leave shall be based on an employee's regularly scheduled workweek and shall accrue as follows:
 - i. One (1) day per month for each month of full-time employment cumulative to twelve (12) days per year for employees with

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less than five (5) consecutive years of twelve (12) month service in the District.

- ii. One and one quarter (1 1/4) days per month for each month of full-time employment cumulative to fifteen (15) days per year for employees with five (5) or more consecutive years of twelve (12) month service in the District.
- iii. One and one half (1 1/2) days per month for each month of full-time employment cumulative to eighteen (18) days per year for employees with ten (10) consecutive years or more of twelve (12) month service in the District.

However, in case of an employee who retires or leaves employment by the District a second time, such employee's years of service with the District prior to initial termination shall be counted in computing years of service.

- c. For purpose of the accrual of days of Leave under subparagraphs (b)(i) – (iii) above, a day shall be equal to the number of hours in the employee's regularly scheduled workday, calculated by dividing the employee's regularly scheduled workweek by five days.
- d. The maximum amount of annual leave that can be accrued is four hundred and eighty (480) hours. This shall constitute the maximum lump-sum payment of annual leave upon retirement or death of an employee or other termination of employment. The four hundred and eighty (480) hours may be accrued by accumulating up to one-half (1/2) of the yearly earned annual leave; the remaining annual leave shall be used by the employee or the annual leave will be forfeited. Provided, however, the Superintendent may defer using or losing one-half (1/2) of the accrued annual leave during a given school fiscal year when circumstances prevent the affected employee from taking annual leave. This deferred leave shall be taken within the subsequent two (2) year period.
- e. Annual Leave shall be scheduled for minimum disruption of the school program and at the concurrence of the employee's supervisor. No more than thirty (30) days of Annual Leave may be taken in any one (1) fiscal year.
- f. If the employee is participating in the FRS Deferred Retirement Option Plan (DROP), the employee may elect to receive annual percentage payments for up to five (5) years as the employee may request. Payment will begin no later than 30 days after enrollment in DROP.

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8. **Personal Leave.** An employee may be granted up to six (6) days of Personal Leave with pay each year. Personal Leave with pay must be requested and approved by the Board or its designee on an individual basis. Personal Leave prior to or following an employee holiday or the first or last day of the professional employee's school year must be requested five (5) days in advance. Approved Personal Leave will be deducted from the employee's accrued Sick Leave and is non-cumulative from year to year.
9. **Emergency Leave.** Emergency Leave may be granted to an employee when no other leave is available in order for the employee to attend to legal or business obligations or other emergencies and such events are unanticipated and beyond the employee's ability to control. Two (2) days of such leave may be granted each year and these days are charged only to accrued Sick Leave and are non-cumulative from year to year.
10. **Military Leave.** Military Leave is leave granted to an employee who is required to serve in the armed forces of the United States or of the State of Florida.
 - a. An employee in the National Guard or active reserve, who participates in required annual military training, shall, if possible, schedule his period of training after the end of the school year and before the beginning of the next school year. When such duty must be performed during the school year, the District will comply with State and Federal laws and rules in reference to paid leave and unpaid leave.
 - b. An employee granted military leave for extended active duty shall, upon the completion of the tour of duty, be returned to employment without prejudice; provided that an application for re-employment is filed within six (6) months following the discharge date or release from active duty. Following receipt of the application for re-employment, the School Board shall have a reasonable time, not to exceed six (6) months, to assign the employee to duty in the same or similar position the employee held when the employee began active duty.
11. **Jury and Witness Duty.** Jury and Witness Duty Leave is granted when an employee is required to attend a deposition or a judicial or quasi-judicial proceeding as a witness in a matter in which the employee is not a party, or when the employee is called for jury duty. Documentation of having been called to such duty shall be required. The employee may retain any witness or juror fees paid as a result of such service. However, the District shall not be responsible for meals, lodging, and travel expenses. If an employee is called as a witness in the line of duty, such employee shall be granted

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Temporary Duty. As such, the employee shall be entitled to receive both per diem and travel expenses. An employee who is required by subpoena or otherwise to testify or produce documents in connection with a judicial or quasi-judicial proceeding as a result of the employee's employment by the District shall not be required to take leave under this section.

12. Bereavement Leave. Bereavement Leave may be granted to all employees. The terms of the leave are subject to the terms of the Negotiated Agreements.
13. Line of Duty (Workers' Compensation) Leave. Line of Duty Leave is leave necessitated by injury or illness incurred in the discharge of duties. An employee shall be entitled to a maximum of ten (10) days of such leave per school year which are non-cumulative, except as described below. The employee shall provide adequate documentation of the illness or injury. Any workers' compensation payment received by the employee while on compensatory leave shall be paid to the School Board. The School Board may grant an additional ten (10) days of leave if the following conditions are met:
 - a. The District receives adequate documentation of the employee's continuing illness or injury;
 - b. The employee shall not receive remuneration for any type of work; and
 - c. The employee has used all annual leave and all accrued sick leave in excess of twenty (20) days
14. Leave Without Pay. No leave without pay may be granted until the employee has exhausted all accrued leave time. All requests for leave without pay must be submitted for approval at least ten (10) workdays prior to effective date of leave. Leave without pay may be granted under the conditions of this rule for:
 - a. Medical Leave (not covered under Sick Leave)
 - b. Personal (Without Pay)
 - c. Child Rearing Leave
 - d. Political Leave
 - e. Military
 - f. Professional Leave (Sabbatical or Professional Improvement Leave)

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The rules for returning to work from unpaid leave are set forth in Paragraph 24 below.

15. **Medical Leave.** Medical Leave is leave without pay and is granted at the sole discretion of the School Board or its designee for a period of up to one (1) year when an employee has exhausted the employee's Sick Leave due to an extended illness, accident, disability, or maternity. The Board may request written documentation of the need for Medical Leave.
16. **Personal (Without Pay).** Leave requests for unpaid leave for personal reasons may be granted at the option of the Board or its designee for a period of up to thirty (30) days. Leave of up to ninety (90) days may be granted at the option of the Board for serious illness of an immediate family member, once all Sick Leave, Personal Leave and FMLA Leave has been exhausted.
17. **Child Rearing Leave.** An employee adopting a child or parent of a newborn (newborn is considered less than three (3) months of age on the beginning of the leave) shall be entitled upon request to leave up to three (3) months or as permitted by an applicable Negotiated Agreements to commence after receiving, or birth of a child or prior to receiving such custody if necessary in order to fulfill the requirements for adoption, within limits stated in this Agreement. The applicable Negotiated Agreements may further define the conditions of Child Rearing Leave for covered employees.
18. **Political Leave.** Political Leave is leave without pay and may be granted for up to one (1) year for purposes of campaigning for or serving in public office or as an officer in the St. Johns Education Association, the St. Johns Educational Support Professional Association or their state or national affiliates.
19. **Military Leave (Without Pay).** Employees going into full-time military service will be granted leave in accordance with Florida Statute 115.14. Military orders must be presented with request for leave.
20. **Professional Leave.** Professional Leave is granted to an employee to further the employee's education and professional development in areas and subject matter related to the employee's service to the District. Professional Leave is granted at the sole discretion of the Superintendent and may be granted with or without pay. For employees covered by a Negotiated Agreement, the agreement may set forth additional conditions for Professional Leave (referred to as Sabbatical/Professional Improvement Leave and Education Leave, respectively, in the St. Johns Education and St. Johns School Support Association agreements).

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21. Administrative Leave. Administrative Leave may be granted with pay to administrative employees who are salaried and not hourly employees when the employee has been assigned tasks other than current job responsibilities and expectations which have required the employee to work in excess of normal hours. Leave shall be used within twelve (12) months of approval and shall not be accumulated and shall not be paid out. The Superintendent may grant up to five (5) days of leave; more than five (5) days requires the approval of the School Board.

Administrative Leave may also be granted with pay to any District employee when such leave is in the District's interest, such as pending termination of an employee's employment in a critical position, or pending an employee's probationary termination. The Superintendent may grant such leave for a period of thirty (30) days or until the next School Board meeting, whichever occurs first.
22. Family and Medical Leave. The School Board shall grant FMLA Leave as required by the terms of the Act.
23. Domestic Violence. An employee may request and take up to three (3) working days of leave in any 12-month period if the employee or a family or household member of the employee is the victim of domestic violence subject to the requirements and limitations of Section 741.313, Florida Statutes. This leave could be paid or unpaid if accrued paid leave is unavailable.
24. Unpaid Leave – Return to Work. When unpaid leave is granted in excess of thirty (30) days, an employee shall not have the right to return to work unless a vacancy exists for which the employee is qualified. The employee will be placed in the first available position for which employee is qualified at the employee's current salary for a period of two (2) months from the employee's written notice to return to work and physician's clearance if the employee was on medical leave. Employees will return the following school year to the school where they were assigned at the time of leave. An employee must notify the Superintendent in writing at the termination of leave of the employee's intent to return to work, and in any case, no later than April 15th. All employees on leave shall be notified by the District in writing by April 1st of the requirement to submit a letter of intent by April 15th.
25. The following types of leave require the approval of the School Board:
 - a. Medical Leave.
 - b. Military Leave in excess of seventeen (17) days.
 - c. Personal Leave in excess of six (6) days.

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- d. Line of Duty (Worker's Compensation) Leave.
- e. Political Leave.
- f. Professional Leave in excess of ten (10) days.
- g. Administrative Leave in excess of five (5) days.
- h. Family and Medical Leave

26. The Superintendent or his designee is authorized to grant the following types of leave.

- a. Sick Leave.
- b. Personal Leave not in excess of six (6) days.
- c. Annual Leave.
- d. Professional Leave not to exceed ten (10) days.
- e. Jury Duty.
- f. Witness Duty.
- g. Military Leave not to exceed seventeen (17) days.
- h. Temporary Duty.
- i. Emergency Leave.
- j. Administrative Leave not to exceed five (5) days.

27. Temporary Duty. Temporary Duty is leave granted to an employee to be temporarily away from the employee's regularly assigned duties and place of employment for purpose of performing other education services, including participation in surveys, professional meetings, workshops, conferences, and similar services of direct benefit to the School District.

28. Abuse of Leave. Abuse of leave provisions, including falsifying a request for leave is a serious offense subject to discipline, up to and including termination.

29. Ineligible Employees. Employees who are eligible for leave time under this rule, must maintain regular attendance. Emergency requests must be

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approved by the employee's supervisor. Excessive absences are subject to disciplinary action, up to and including termination of employment.

30. **Procedures.** The Superintendent shall adopt procedures and guidelines as necessary to implement this rule.

STATUTORY AUTHORITY: **1001.41, 1012.22, 1012.23, F.S.**

LAW(S) IMPLEMENTED: **1001.43, 1012.22, 1012.61, 1012.63,
1012.64, 1012.65, 1012.66, F.S.**

STATE BOARD OF EDUCATION
RULE(S): **6A-1.080, 6A-1.082**

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