
ARTICLE 11--LEAVE PROVISIONS

11.01 The following types of leave are permitted in the Collier County School System:

- a. Sick Leave
- b. Jury Duty/Witness Leave
- c. Illness-in-Line-of-Duty Leave
- d. Parental Leave
- e. Sabbatical Leave
- f. Personal Leave (with compensation)
- g. Personal Leave (without compensation)
- h. Professional Leave
- i. Extended Professional Leave
- j. Vacation Leave

11.02 Sick Leave (with compensation)

11.21 Any EMPLOYEE employed on a full-time basis in the Collier County School System who is unable to perform his duty in the school because of illness, pregnancy, childbirth or related medical conditions, or because of illness or death of father, mother, brother, sister, husband, wife, child, or other close relative or member of his own household, and consequently has to be absent from his work, shall be granted leave of absence by the SUPERINTENDENT, or someone designated in writing by him to do so.

11.22 Each EMPLOYEE employed 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. Such leave shall be taken only when necessary because of sickness as herein prescribed. Such sick leave shall be cumulative from year to year, without limit, except that at least one-half of this cumulative leave must be established within the Collier County School System. 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. No day(s) for which any type of terminal pay has been received shall qualify for transfer.

Prior unused sick leave days earned in the Collier County School District shall be credited to the EMPLOYEE's sick leave account upon the request of the EMPLOYEE subject to the provisions contained above.

No sick leave days shall be credited to an EMPLOYEE's account as provided in Article 12.033.

11.23 When requested by the Superintendent's district-level designee (i.e. Assistant Superintendent, Executive Director of Human Resources), an EMPLOYEE will be required to submit a physician's certificate to be eligible for sick leave benefits. Such certificate shall be at the EMPLOYEE's expense.

11.24 For the purpose of charging an EMPLOYEE for the use of sick leave, a workday shall be divided into the number of quarter hours the EMPLOYEE is normally assigned. The method of maintaining balances, accruing and charging sick leave shall be converted from days and/or portions of days to quarter hour equivalents. Parts of a quarter hour shall be charged to the closest quarter hour rounded up. (Example: 10 minutes = quarter hour; 32 minutes = three quarter hours)

11.25 Any EMPLOYEE employed on a full-time basis who is unable to perform his duty as a result of substance abuse shall be eligible for a medical leave of absence without pay if said EMPLOYEE has committed to

treatment in an approved rehabilitation program. The program must be approved by a physician and the SUPERINTENDENT.

11.03 Jury Duty/Witness Leave (with compensation)

- 11.31 In case of jury summons, the EMPLOYEE must report to the Court on the appointed day, as there is no statutory exemption from jury service. The EMPLOYEE shall present the jury summons to his Principal and shall submit an application for leave.
- 11.32 Any full-time EMPLOYEE who is summoned as a member of a jury panel shall be granted temporary duty with pay, and any jury fees shall be retained by the EMPLOYEE.
- 11.33 Any full-time EMPLOYEE subpoenaed as a witness, not involving his personal litigation, shall be granted temporary duty with pay, and any witness fees shall be retained by the EMPLOYEE.
- 11.34 An EMPLOYEE subpoenaed in line of duty to represent the BOARD as a witness or defendant shall be given temporary duty, and any witness fees shall be retained by the EMPLOYEE.
- 11.35 Personal leave with pay shall be granted for court attendance when an EMPLOYEE is engaged in his personal litigation in accordance with Article 11.07.
- 11.36 An EMPLOYEE dismissed from jury duty or witness duty shall return to his school immediately if, after allowing for normal travel time, two (2) or more hours remain in the student day. However, an EMPLOYEE's day is not to exceed seven and one-half (7 1/2) hours with a combination of jury duty and student contact time.

11.04 Illness-in-Line-of-Duty Leave (with compensation)

- 11.041 Any EMPLOYEE shall be entitled to illness-in-line-of-duty leave when he has 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 schoolwork. An EMPLOYEE shall receive written notification of the existence of illness-in-line-of-duty leave at the time of submission of "Notice of Injury" report to the Principal's office. The following requirements shall be observed:
 - a. Duration of Leave and Compensation: Leave of any such EMPLOYEE shall be authorized for a total of no more than ten (10) days during any school year for illness contracted or injury incurred from such causes as prescribed above. A maximum of ten (10) days can be used for an injury or accident. The ten (10) days will be available for one (1) calendar year from the date of injury. However, in the case of sickness or injury occurring under such circumstances as in the opinion of the BOARD warrants it, additional emergency sick leave may be granted for such term and under such conditions as the BOARD shall deem proper.
 - b. Claims: Any EMPLOYEE who has any claims for compensation while absent because of illnesses contracted or injury incurred as prescribed herein shall file in the manner prescribed in F.S. 1012.61(2) (b), within five (5) working days following his return from such absence. The BOARD shall approve such claims and authorize the payment thereof, provided that the BOARD shall satisfy itself that the claim correctly states the facts and that such claim is entitled to payment.

11.05 Parental Leave (without compensation):

A parental leave of absence without pay shall be granted to an EMPLOYEE for the purpose of childbearing and/or childrearing as follows:

- 11.051 Any EMPLOYEE shall be entitled to parental leave without compensation for the birth or adoption of a child for a time period not to extend beyond the remainder of the contract year in which the birth or adoption takes place. An EMPLOYEE shall be entitled to take leave for the subsequent contract year if the leave commences less than 12 weeks prior to the last day of the EMPLOYEE's current contract year.
 - a. An EMPLOYEE who is pregnant may continue employment as late in her pregnancy as she desires, provided she is able to perform her professional duties without extraordinary considerations or accommodations as certified by her physician.

- b. The EMPLOYEE is responsible for notifying the Human Resource Office one month prior to the expiration of the leave as to the desire for employment. If a position is available, the leave may be terminated earlier upon request of the EMPLOYEE and the approval of the Human Resource Office.
- c. FMLA and all other leaves permitted under this agreement shall run concurrently with this provision.

11.06 Sabbatical Leaves

11.061 Sabbatical leave (with half compensation) may be approved by the BOARD on the recommendations of the SUPERINTENDENT under the following conditions: (Nothing herein shall guarantee the granting of sabbatical leaves each year.)

- a. After each five consecutive years of satisfactory service in Collier County, according to salary schedule terms and provisions, an EMPLOYEE may apply for a leave of absence for one semester or one school year for the purpose of professional improvement.
- b. The EMPLOYEE will not be eligible for further sabbatical leave until he has completed an additional five years of consecutive, satisfactory service in Collier County.
- c. An EMPLOYEE granted sabbatical leave shall receive each month of sabbatical leave one-half of the contractual gross monthly salary, which would have been paid to him if he were not on sabbatical leave.
- d. Such sabbatical leave shall not be considered a termination or breach of contract of employment. An EMPLOYEE on sabbatical leave shall be returned to the same position which he held or its equal and be granted the same salary which he would have attained had the leave not been taken. The period of such leave shall count as regular service for the purpose of retirement, and contributions to the retirement fund shall therefore continue at the regular salary rate.
- e. Applications for sabbatical leave must be filed with the SUPERINTENDENT prior to February 1 of the school year preceding the school year of anticipated leave.
- f. Sabbatical leave shall be granted for approved programs of study in those areas of certification necessary for appointment to EMPLOYEE positions as described in Article 1.02.
- g. Each EMPLOYEE granted sabbatical leave shall, before such leave is finally approved by the SUPERINTENDENT and the BOARD, sign a contractual agreement to return to his employment in the Collier County Schools for two years following such leave. If the EMPLOYEE does not fulfill this obligation, he shall reimburse the BOARD within three years for salary plus interest at the current legal rate. A monthly payment plan shall be established. However, in order to encourage EMPLOYEES to complete advanced study, up to three (3) additional years of leave classified as extended professional leave, may be granted upon the recommendation of the SUPERINTENDENT and approval of the BOARD.
- h. Each EMPLOYEE applying for sabbatical leave shall file with his application detailed information as to his program of study. Each EMPLOYEE on sabbatical leave attending college shall each term earn the number of credits necessary to be classified as a full-time student working toward a graduate degree. A record of all credits earned shall be filed with the Personnel Office at the end of the sabbatical leave. Should the BOARD have evidence, at any time, that the EMPLOYEE is not earning the required credits or that he is otherwise violating his sabbatical leave agreement, salary payments may be discontinued and a demand made for the repayment of overpayments. The EMPLOYEE shall furnish to the SUPERINTENDENT such evidence as may be reasonably requested to show that the person is carrying out the activities for which leave was granted.

11.07 Personal Leave (with compensation): F.S. 1012.61(2) (a) (2)

- 11.71 Personal leave shall be charged against accrued sick leave and is noncumulative. A work day shall be divided into quarter hours, time-wise, insofar as the use of personal leave is concerned. The method of maintaining balances, accruing and charging personal leave shall be the same as for sick leave days noted in 11.024 above.
- 11.72 An EMPLOYEE shall be entitled to six (6) days personal leave per school year subject to approval by the Principal in accordance with the following two limitations:
- a. An EMPLOYEE shall provide the Principal with five (5) days prior notice in order to be eligible. Principal may waive the period of prior notice.
 - b. The maximum number of EMPLOYEES granted personal leave for any day students are present shall not exceed 5% of the EMPLOYEES for each work location. Principal may waive the 5% maximum limitation.
- 11.73 An EMPLOYEE shall not be required to secure a substitute if five (5) days prior notice for the requested leave was provided and the maximum number of EMPLOYEES granted personal leave for the requested day(s) does not exceed 5% of the EMPLOYEES at the work location. This does not preclude the EMPLOYEE's obligation to ensure his/her absence is entered in the District sub-finder system.

11.08 Personal Leave (without compensation)

- 11.081 Any EMPLOYEE may be granted personal leave without compensation at the discretion of the SUPERINTENDENT. Said leave may be for a period of time not to exceed the EMPLOYEE's contract year for the following reasons:
- a. Personal health problems, including recuperation, rehabilitation and regeneration
 - b. Health care of spouse, children or parents
 - c. Legal proceedings regarding personal litigation
 - d. To serve as an elected or appointed public official
 - e. Settlement of family estate or business
 - f. Any other reason deemed appropriate by the SUPERINTENDENT

11.09 Professional Leave (with compensation)

- 11.91 Up to an annual total of five (5) days of leave during pre-school and/or post-school planning periods shall be granted an EMPLOYEE as may be required to attend summer school classes and/or travel to the place where such classes are to be held. Such leave shall be without loss of compensation.
- 11.92 EMPLOYEES may be granted professional leave as a "Temporary Duty Assignment" if approval is given by the Principal and SUPERINTENDENT. Said request for leave is to be submitted on the authorized leave request form at least ten (10) days before the date on which the proposed leave is to become effective.
- 11.93 Upon request of the ASSOCIATION, leave without loss of compensation or benefits shall be granted to representatives of the ASSOCIATION as designated by its president in order to attend conferences, sessions or meetings dealing with the work of the ASSOCIATION. The combined total number of such leave days granted under this provision shall not exceed sixty-five (65) annually. With the exception of the ASSOCIATION president and the three (3) designated ASSOCIATION lobbyists, no individual EMPLOYEE shall be granted more than four (4) ASSOCIATION leave days per school year.

11.10 Extended Professional Leave (without compensation)

- 11.101 Extended Professional Leave: Extended leave for professional study may be granted by the BOARD for a period of time up to one year to any EMPLOYEE who has served continuously and satisfactorily for five (5) years in the Collier County Schools. Such leave shall be without compensation. The request for leave must be in writing and in the Personnel Office at least thirty (30) days before the last day of school. Any person granted such a leave must submit to the BOARD upon his return a transcript of record from a college or university showing credit earned while he was a full-time student at that college or university. Failure on the part of the EMPLOYEE to submit a statement to the BOARD within fifteen (15) days from the end of the year will invalidate the leave of absence.

11.102 Any EMPLOYEE who has served continuously and satisfactorily for five (5) years in the Collier County Schools may upon request be granted extended professional leave for a period of time up to one year without compensation when such EMPLOYEE joins the Peace Corps, VISTA, or Teacher Corps, serves as an exchange or overseas teacher, or accepts a Fulbright Scholarship.

11.103 Contingent upon approval of the Attorney General's Office and the Florida Retirement System, the President of the ASSOCIATION, upon request, shall be granted full time temporary duty assignment during his/her term of office, not to exceed three terms of two years each. The request must be made in writing and received by the SUPERINTENDENT no later than six weeks prior to the end of the school year preceding the year for which the assignment is requested. The President shall be compensated at his/her teacher salary for 196 days per year, shall receive credit toward annual salary increments, and shall be allowed to remain a part of the retirement and insurance programs available to other teachers to the extent allowed by law or contract. The ASSOCIATION shall reimburse the BOARD within ten (10) calendar days after the end of each month worked for any and all costs incurred during this period of full time temporary duty assignment, to include, but not limited to costs of salary, payroll taxes, retirement contribution, health care contribution, workers' compensation, and other benefits and/or any other payments present or future incurred by the BOARD as a result of this arrangement. The President will not earn sick leave or annual leave during this period and shall not be eligible to use sick leave, the sick leave pool or any other leave except workers' compensation leave and FMLA leave.

In addition, the ASSOCIATION shall indemnify and hold the BOARD harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of granting this full time temporary duty assignment, including but not limited to medical and/or disability payments not paid by any of the BOARD's insurers; insurance payments and premiums in excess of what the BOARD would pay if the President was teaching; any claims brought against the BOARD at any time by the President; any claim brought against the BOARD at any time by any heir of the President or by the executor of the President's estate or by the surviving spouse of the President; any claim brought by any person or entity claiming any benefit related to the President's service as President; any claim brought against the BOARD by any person at any time arising from any act or omission of the President which occurs while serving as the President; any claim brought against the BOARD by an insurer of the BOARD to recover payments made to or on behalf of the President. This indemnification shall include without limitation, all attorneys' fees and other costs, fees and expenses related to any litigation, whether in a court, in arbitration, in mediation or before any administrative agency, which the BOARD incurs in relation to the President's service as President or his/her taking of the abovementioned assignment, or the granting of such assignment by the BOARD. In any such matter, the BOARD shall have the exclusive right to select, engage or replace its choice of attorneys or law firms to represent it. The BOARD may transmit invoices for such attorneys' fees, costs and expenses to the ASSOCIATION when received by the BOARD and the ASSOCIATION will pay them in full within twenty (20) calendar days of the date they are received by the ASSOCIATION.

The President shall remain subject to the terms of his/her professional service contract, the collective bargaining agreement, the rules of the BOARD, the Florida Education Code and the Ethics Rules of the Florida Department of Education. Any conduct of the President while serving as President, which could subject the President to disciplinary action, up to and including termination or revocation of his/her teaching certificate if it occurred while the President was teaching will subject the President to the same disciplinary action by the BOARD or the Department of Education even though serving as President.

Upon completion of the period of temporary duty assignment, the President shall be returned to a teaching assignment as determined by the SUPERINTENDENT.

11.11 Absence Without Leave:

11.111 An EMPLOYEE who is willfully absent from duty without leave shall forfeit compensation for the time of such absence, and his contract shall be subject to cancellation by the BOARD, pursuant to the provisions of Florida Statutes.

11.12 Abandonment of Position:

Any leave of absence (excluding sick leave) with or without pay shall be approved prior to the leave being taken, except in the case of an extreme emergency in which the EMPLOYEE must be absent prior to receiving approval from the proper authority.

1. When prior approval cannot be obtained by the EMPLOYEE because of such emergencies, the administrator shall:

- a. Place the EMPLOYEE on leave with pay, provided the EMPLOYEE has sufficient leave accrued to cover the absence, or
 - b. Place the EMPLOYEE on leave without pay for the absence.
2. The EMPLOYEE is responsible for contacting the Principal no later than the next business day following the initial absence.
 3. If the absence is for five (5) consecutive workdays, the building administrator may consider the EMPLOYEE to have abandoned the position and resigned from the school district. This provision may be waived at the discretion of the SUPERINTENDENT.
 4. If an EMPLOYEE's request for leave of absence is disapproved and the EMPLOYEE takes unauthorized leave, the SUPERINTENDENT shall declare the EMPLOYEE to have abandoned the position and resigned from the School District.

11.13 Every application for leave shall include:

- a. Type of leave and purpose of such leave
- b. What compensation, if any, shall be paid during period of the leave
- c. Length of leave
- d. Any other information deemed necessary by the SUPERINTENDENT in giving proper consideration to such application

11.131 Leave granted to any EMPLOYEE shall be used only for the particular purposes or causes, which are set forth in the application. The BOARD shall have the right to determine that the leave is being used only for the purpose or causes set forth in such application, and if not so used, the BOARD shall have authority to cancel the leave. A leave not otherwise limited may be extended or renewed.

11.132 Upon return from an extended leave of absence, an EMPLOYEE shall be entitled to all benefits accrued at the time of his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility.

11.14 Any EMPLOYEE granted a BOARD approved leave of absence without pay as provided in this article shall be given the opportunity, unless otherwise provided, to continue insurance coverage in existing BOARD approved programs, provided that the premiums for such insurance programs shall be paid by the EMPLOYEE.

EMPLOYEES who leave the district shall be reimbursed for their prorated share of insurance premiums that they previously paid for dependent health care.

11.15 The EMPLOYEE shall be informed of the Principal's recommendation regarding any leave request at the time of transmittal to the Central Office.

11.16 FAMILY MEDICAL LEAVE ACT OF 1993 (FMLA Leave): Through a Memorandum of Understanding, the BOARD adopted a Family Medical Leave Act policy. The provisions of the BOARD's FMLA policy run concurrent with existing leaves and benefits as provided in this AGREEMENT.