ARTICLE X - LEAVE

A. SICK LEAVE

1. DEFINED

Any <u>bargaining unit member teacher</u> employed by the Board who is unable to perform his/her duties because of personal illness, or because of illness or death of father, mother, brother, sister, spouse, child or other close relative, or member of his/her own household shall be entitled to leave with pay during the period of this absence provided that the days claimed for compensation do not exceed the number of days accumulated leave. The <u>bargaining unit member teacher</u> may elect to use one-half sick leave day when necessary.

2. ALLOCATION

Each <u>bargaining unit member</u> teacher shall be entitled to four days sick leave as of the first day of employment each contract year, and thereafter shall earn one day of sick leave for each month of employment. This shall be credited to that <u>bargaining unit member</u> teacher at the end of that month, and shall not be used prior to the time it is earned and credited, provided that no <u>bargaining unit member</u> teacher be entitled to earn more than one day of sick leave times the number of months employment during the year of employment.

3. ACCUMULATION

There is no limit to the number of sick leave days a <u>bargaining unit member</u> teacher may accrue. At least one-half of the cumulative leave must be established within Citrus County.

4. TRANSFER OF LEAVE

- a. Citrus County will accept cumulative sick leave from other Florida county school systems as provided by law. <u>Bargaining unit members</u> Teachers must request the county in which the leave was accumulated to certify to the Citrus County Superintendent the number of days of sick leave the <u>bargaining unit member</u> teacher has accumulated.
- b. A district employee may authorize his or her spouse, child, parent, or sibling who is also a district employee to use sick leave that has accrued to the authorizing employee. The recipient may not use the donated sick leave until all of his or her sick leave has been depleted, excluding sick leave from a sick leave pool, if the recipient participates in a sick leave pool. Donated sick leave shall have no terminal value. Specific procedures for transfer and utilization of sick leave days by family members shall be established by the Human Resources (HR) and Finance Departments.

5. EXCESSIVE ABSENCES

Absence because of illness beyond accumulated sick leave is considered personal leave without pay, unless covered by the sick leave bank.

6. SICK LEAVE BANK

*BLACK - Clean Up *GREEN - MOVE (FROM) *BLUE - MOVED (TO) *RED - Proposed

The <u>bargaining unit members</u> teachers of Citrus County may participate on a voluntary basis in any sick leave bank which is established by the Board. The Sick Leave Bank Committee shall meet semi-annually to review the operations of the Sick Leave Bank. The Citrus County School Board will develop a memorandum to all employees indicating whether they are in the Sick Leave Bank or not. The procedures for the Sick Leave Bank will be attached to the memorandum.

- a. After all Sick Leave Bank policy guidelines and procedures have been met, including medical verification, the sick leave bank will commence to pay the individual.
- b. Payment will be made for the days drawn from the Sick Leave Bank in the next pay period. Re-application to the Sick Leave Bank, including medical verification, shall be required for each 20-day increment.
- c. In no instance may individuals draw more than 60 days from the Sick Leave Bank for a single illness.
- d. DROP and the Sick Leave Bank: If an employee who is entering the Deferred Retirement Option Plan (DROP) is a current member of the Sick Leave Bank, and they wish to continue their membership, they must keep a total of at least nine (9) sick days accumulated on record. If at the time they join DROP they have less than a total of nine (9) accumulated sick days, they must keep all of what they have accumulated on record. If an employee is not a current member of the Sick Leave Bank, they must accrue a minimum of nine (9) sick days to be eligible for the Sick Leave Bank.

7. PERSONAL LEAVE

A <u>bargaining unit member</u> teacher may use up to six (6) days of accrued sick leave for personal reasons each year provided:

- a. Application for such leave shall be approved or denied by the administration in writing within three (3) business days from the day the request is made. If the aAdministrator is absent, notification of a personal leave request shall be made by the employee to the aAdministrator's designee to ensure a timely response to the request.
- b. The application clearly indicates the leave request is for personal leave with pay.
- c. The personal leave is not cumulative.

8. EMERGENCY LEAVE

A <u>bargaining unit member</u> teacher may use up to two (2) days of the six (6) personal leave days cited in Article X, Section 7 for emergencies such as unavoidable personal business provided that:

a. Application for such leave is approved by the <u>Administrator principal of the school</u> and the Superintendent in advance of the requested leave. When prior approval is not practical, notice shall be given to the <u>Administrator principal</u> and approval sought upon return.

Except in the case of fraud and/or continued abuse of this Section, should the leave request be denied, the employee may only be denied pay for such absence.

- b. The application clearly indicates the leave is to be emergency leave charged to accrued sick leave.
- c. The emergency leave is not cumulative.

9. TERMINAL LEAVE PAY

Terminal leave pay is granted to bargaining unit members in the Citrus County School System according to Florida Statute as follows:

- a. Terminal pay to bargaining unit members at normal retirement or at the end of the Deferred Retirement Option Program (DROP), or to his/her beneficiary if service is terminated by death, such terminal pay not to exceed an amount shall be determined as follows:
 - i. During the first three (3) years of service the daily rate of pay multiplied by 35 percent times the number of days of accumulated sick leave;
 - ii. during the next three (3) years of service the daily rate of pay multiplied by 40 percent times the number of days of accumulated sick leave;
 - iii. during the next three (3) years of service the daily rate of pay multiplied by 45 percent times the number of days of accumulated sick leave;
 - iv. and during and after the tenth (10th) year of service the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave.
 - v. For bargaining unit members who have 20 or more years of service, the amount of terminal pay will be 90 percent of the daily rate of pay times the number of days of accumulated sick leave.
 - vi. For bargaining unit members who have more than twenty (20) years of service, fifteen (15) of which must have been in the Citrus County School District, the amount of terminal pay will be the daily rate of pay multiplied by one-hundred percent (100%) times the number of days of accumulated sick leave.

b. 401 (a) QUALIFIED RETIREMENT PLAN (currently Bencor)

- i. Employees who are terminating, retiring or entering DROP and have accumulated sick leave pay and/or annual leave pay will participate in the Qualified Retirement Plan (currently Bencor).
- ii. Provisions of the Qualified Retirement Plan are available through the school district payroll department.
- c. Information about terminal pay options will be in the contract, will be presented with other retirement information by Personnel Human Resources and Payroll, and will be posted on the District's website bulletin board at each school site and workplace.

B. LINE OF DUTY

Leave is granted according to law when the <u>bargaining unit member</u> teacher is absent from duty because of personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work and shall not count as sick leave. Such leave is granted up to a maximum of ten (10) days for each instance.

C. MILITARY LEAVE

Military leave, for <u>bargaining unit member</u> teacher in the Reserves or National Guard, will be granted with pay, according to law.

D. JURY DUTY

An employee of the school board who is summoned for jury/witness duty shall be granted temporary duty leave.

E. LEAVE OF ABSENCE

- 1. PERSONNEL ON ANNUAL CONTRACT Leave of absence is granted to <u>bargaining unit</u> <u>members teachers</u> on annual contract with or without promise of re-employment at the discretion of the Board.
- 2. PERSONNEL ON CONTINUING OR PSC CONTRACT <u>Bargaining unit members</u> Teachers may be granted a leave of absence for up to one year for Military, Illness or Maternity reasons. Up to a year's Personal Leave of Absence may be granted on the recommendation of the Superintendent at the discretion of the School Board.

F. OTHER PERSONAL LEAVE

Except as otherwise provided herein, all personal leave shall be without pay.

- 1. NON-EDUCATIONAL MEETINGS Absence from duty for the purpose of attending non-educational meetings is personal leave.
- 2. APPROVAL Prior approval of the <u>Administrator Principal</u> and Superintendent are required for the authorization of personal leave.

G. FAMILY MEDICAL LEAVE (FMLA)

Employees shall be granted leave under the FMLA as per Federal Guidelines.

RETRAINING

- The Citrus County School Board and the Citrus County Education Association will work together for the establishment of a retraining program for teachers and support staff professionals in the Citrus County School System. The Superintendent shall appoint two members to a committee (2 administrators) and CCEA shall appoint three members to the committee. The committee chairperson shall be selected by the committee.
- As minimum elements the plan shall include an application procedure, a set of criteria for evaluating the applications, a mechanism for identifying teachers and support staff professionals who need assistance in adding areas of certification which would increase their ability to serve district needs, and upgrading skills or subject matter as technology or content changes (i.e. vocational teachers or math teachers learning computers or support staff professional learning computer programs that will enhance their job skills).
- The Board will agree to designate a minimum of \$15,000 for this purpose each school year.
- Application forms are available at each site.
- CCEA agrees that \$5,000 can be taken out of the Retraining money line item to be used to pay for additional mentors in the 2021-2022 budget.

This transfer of money will be reviewed each year in April to assess the need.

TA# 19

For the Board

Date

16/16/25