

ARTICLE XIV

Temporary Duty and Leaves of Absence

- 14.1 ~~All leaves shall be applied for~~ **Teacher shall make every reasonable effort to schedule leave** at least five (5) working days in advance of the date leave is to commence. In cases of emergency or other times when five (5) days' notice is not practical the teacher shall notify a school administrator **or designee** as soon as possible ~~for approval of the required leave~~. Leaves may be taken in increments of one-half (1/2) day. Teachers will be required to use the District's designated system to secure substitutes.
- 14.2 Teachers may be assigned to be temporarily absent from their regular duties and places of employment with pay and substitutes. Such assignments may be initiated by the teacher through the facility manager. A minimum of ten (10) days' notice must be given except in cases of emergency. Teachers shall be granted expenses as prescribed by the School Board Policies.
- 14.3 Teachers may be temporarily absent from their regular duties and places of employment with pay for the purpose of attending professional conferences. The cost of the substitute will be reimbursed by the teacher or sponsoring organization.
- 14.4 Paid Leaves:
- A. Sick **Paid Time Off** Leave
Sick **Paid Time Off** leave is defined **compensated time away from the workplace provided by Bay District Schools to employees for those employees to use as they see fit. "Sick" and "Personal Leave" shall now be considered as Paid Time Off (PTO). Teachers will not be required to give reasons for PTO.** ~~as personal illness or disability of the teacher or illness or death of a member of the immediate family. "Immediate family" shall be defined as a spouse, parent, child, brother, sister, grandparent, parent-in-law, other close relative, or any relative or dependent who resided with the teacher's household.~~
- Each member of the instructional staff employed on a full-time basis shall be entitled to four (4) days of sick **PTO** leave as of the first day of employment of each contract year and shall thereafter earn one day of sick **PTO** leave for each month of employment,

July 23, 2024

which shall be credited to the member at the end of the month and which shall not be used prior to the time it is earned and credited to the member; provided, that the member shall be entitled to earn no more than one (1) day of sick **PTO** leave times the number of months of employment during the year of employment; ~~provided, that such leave shall be taken only when necessary because of sickness as herein prescribed.~~ Such sick **PTO** leave shall be cumulative from year to year, and provided further, there shall be no limit on the number of days of sick leave a member of the instructional staff may accrue. Summer school employees working full-time shall accumulate sick **PTO** leave at the already established rate. The number of accrued sick **PTO** leave days is provided and is available to each individual through the HR Portal program.

B. ~~Personal Leave~~

~~Each teacher shall be entitled to six (6) days leave for personal reasons each school year. Such leave shall be charged to the teacher's accrued sick leave and shall not be cumulative. Personal leave may not be taken on the work day preceding or following a holiday or during district designated professional development days except with the approval of the facility manager. Teachers will not be required to give reasons for personal leave. **Paid Time Off (PTO) will be reported as "sick" leave to another district or employer within FRS.**~~

C. Outside Accumulation

Unused accumulated sick leave acquired by a teacher in another Florida district shall be accepted in Bay County according to the terms of this paragraph as follows: for each day of sick leave earned by said transferring teacher in this school district, said teacher shall be entitled to another day of credit from the verified accumulated sick leave in another Florida school district.

D. Illness-In-Line-of-Duty

Any teacher shall be entitled to illness-in-line-of-duty with full pay when the teacher 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 in the school work. Applications for and duration of leave shall meet requirements as specified in F.S.231.41. Use of such leave shall result in no reduction of the teacher's accumulated sick **PTO** leave.

July 23, 2024

Within five (5) working days upon returning to work, a teacher must request in writing to his/her supervising administrator the number of sick **PTO** leave days to be reinstated due to illness-in-the-line-of-duty. Upon receipt of the written request the administrator shall deliver to the teacher the appropriate form.

E. Verification of Leave

The employee is responsible for completing a leave request using the online platform. Teachers will complete the forms using the online request district approved process as soon as possible in order to secure a substitute, if needed.

F. Jury Duty

Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter shall be entitled to full salary for such time. This does not apply to plaintiffs.

G. Any full-time instructional employee may donate his or her accrued sick **PTO** leave to any other full-time employee of the District subject to School Board Policy 3.140.

H. An employee is entitled to a maximum of three (3) days per school year **eligible death** of paid leave for bereavement, which may include making arrangements for or attending the funeral of a member of the immediate family. "Immediate family" shall be defined as a legally recognized spouse, parent, child, brother, sister, grandparent, grandchild or parent-in-law.

I. Compensatory time shall be:

A. Granted for volunteer duty, assigned duty, or for other activities approved by the principal, supervisor, or by this agreement;

B. Earned and used in quarter hour increments with any documentation to be kept by the administrator's designee;

C. Granted if planning time is not provided on a given day and not rescheduled during the same week;

14.5 Unpaid Leaves

A. Professional Leave

A leave of absence for professional improvement in the field of education, without salary, may be authorized for any teacher upon application for one (1) academic year for the purpose of engaging

July 23, 2024

in study at an accredited university; admission and enrollment must be established within thirty (30) days of the commencement of this leave. Applications for such leave shall be forwarded to the Superintendent no later than thirty (30) days prior to the start of the semester in which the leave is to commence for his/her approval. This leave may be extended with School Board approval.

Professional leave without pay may be granted to teachers during the pre and post school work days, provided each teacher shall specify their program of educational study, dates of attendance and name of the institution.

B. Maternal/Paternal/Parental Leave

A maternity/paternity/parental leave of absence without pay shall be granted to a teacher for up to two (2) academic semesters.

1. Upon request, a teacher adopting a child may request parental leave at the time of receiving de facto custody of said child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.
2. Child Care: Unpaid leave of one school year or the balance of a school year shall be granted for child care. Leaves of this nature may be taken at any time provided that such leave is substantiated by a physician's recommendation.

C. Overused Sick PTO Leave

1. In the event an employee uses up his/her sick PTO leave, he/she may apply for overused sick PTO leave for the teacher's illness or to care for a member of the teacher's immediate family who is ill. A doctor's statement of the employee's inability to work or family member's incapacity may be required. Holidays shall not be earned while an employee is on overused sick PTO leave. Insurance will be paid in accordance with the Family Medical Leave Law.
2. Upon written request, a teacher shall be granted up to one (1) year of long-term sick PTO leave without pay, provided a doctor's statement be presented documenting the employee's inability to work for such time. Holidays shall not be earned while an employee is on long-term sick PTO leave, and insurance will be paid by the employee during the additional year. The additional year shall be granted

July 23, 2024

only to employees holding continuing contract or professional services contract status **and annual contract.**

D. Personal Leave

Teachers may be granted personal leave without pay up to a maximum of ten (10) working days per school year.

E. Enhanced Personal Leave

An Enhanced Personal Leave of Absence will be granted to a teacher on tenure (continuing contract or professional services contract) (Exception: Leave may not be taken to teach at another school in the District.) **or on annual contract.** Such leave of absence may be for one (1) semester or one (1) year at a time. Teachers wishing to apply for an Enhanced Personal Leave for a school year or for the first semester of a school year should do so by March 1.

Requests submitted after March 1 will be considered by the Superintendent on a case-by-case basis. Requests for second semester must be submitted thirty (30) working days prior to the end of the first semester.

Such leave of absence may be for one (1) semester or one (1) year at a time. Approval of a request for a second consecutive year of enhanced leave may be granted on a case-by-case basis by the Superintendent.

14.6 Return from Leave:

A teacher granted unpaid leave pursuant to this article shall have the following reemployment rights:

A. Leave granted pursuant to this article shall not extend beyond the end of the school year in which said leave is granted unless an extension is granted by the Superintendent.

B. The teacher must notify the Human Resources Department not later than March 1, in writing, of his/her intent to return the next school year. Failure to notify the Human Resources Department by March 1 shall result in loss of any and all employment rights the teacher may have had. The Board shall supply a list of teachers on approved leave to the Association on or before February 15. Any unpaid leave applied for after March 1st must include intent as to whether the teacher will return, or not return, to work.

July 23, 2024

C. The teacher shall be returned to his/her former position if a vacancy exists or to a substantially equivalent position.

14.7 Any teacher who is on unpaid leave pursuant to this article and who desires continuing insurance policies provided by the Board shall be eligible for participating in the program and shall pay the premium for same except as provided under the terms of the Family Medical Leave Act.

14.8 Family Medical Leave

All provisions of this article shall be interpreted so as to comply with the requirements of the Family Medical Leave Act, beginning August 5, 1993, and with such federal regulations that may be issued subsequent to negotiation of this provision. The definitions contained in the Act apply to this article. This leave provision does not operate to limit or reduce leaves provided under other articles of the Master Contract.

A. Eligibility

Teachers employed by the Bay County School Board who have worked for the Board for at least twelve (12) months and have worked at least one thousand two hundred fifty (1,250) hours during the year preceding the start of the leave may be entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period when leave is taken for one or more of the following circumstances:

1. The birth of a son or daughter of a teacher and to care for the child.
2. The placement of a son or daughter with a teacher for adoption or foster care.
3. To care for the spouse, son, daughter or parent of a teacher, if the family member has a serious health condition.
4. The teacher is unable to perform the functions of the position because of the teacher's own serious health condition.

A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care at a hospital, hospice or residential medical care facility; or (2) continuing treatment by a health care provider.

In the case of the birth or placement of a child for adoption or foster care, the teacher's entitlement to leave expires at the end of the twelve (12) month period beginning on the date of the birth

July 23, 2024

or placement.

Leave Year: An eligible teacher is entitled to take up to twelve (12) weeks of FMLA leave in any twelve (12) month period to be measured forward from the first date of leave.

B. Intermittent or Reduced Schedule Leave

Intermittent Leave for Planned Medical Treatment: This leave may be taken when the teacher or the spouse, child or parent of the teacher has a serious medical condition and it is foreseeable that the teacher will need short periods of time off. Intermittent leave may be taken in increments of one or more days or partial days, separated by increments of one or more days or partial days at work.

When medically necessary, intermittent or reduced schedule leave can be taken in cases of a serious health condition, either a teacher's own or that of a family member. Intermittent or reduced leave schedule is not available for the birth or placement of a son or daughter.

Teachers seeking intermittent or reduced schedule leave based on planned medical treatment are required to produce medical certification outlining the dates and which treatment is expected and the duration of the treatment. Teachers are expected to make a reasonable effort, subject to the health care provider's approval, to schedule treatment so as to not unduly disrupt the Board's operations. Teachers are also required to give the Board through the Human Resources Department, thirty (30) days' notice or as much notice as is practicable of their intentions.

In the event a teacher requests intermittent or reduced schedule leave due to a family member's or the employee's own serious health condition, the teacher may be transferred by the Board to a temporary alternative job for which the teacher is qualified and which better accommodates the Board's needs and that of the teacher. The Board reserves the right to request a second opinion regarding the need for/frequency of this leave, at the Board's expense, when a teacher requests leave under this article.

C. Notice

A minimum of thirty (30) days advance notice of a teacher's intent to take leave is required when it is foreseeable because of:

1. The expected birth of a baby.

July 23, 2024

2. The expected placement of a child for adoption or foster care.
3. Planned medical treatment for a son, daughter, spouse or parent with a serious health condition.
4. Planned medical treatment in case of the teacher's own serious health condition.

If leave has to begin in less than thirty (30) days as a result of one of the above referenced circumstances, the teacher still must provide the Board, through its Human Resources Department, with advance notice as is practicable.

D. Certification

When leave is requested based on a family member's or teacher's own serious health condition, the teacher must provide, in writing, a medical certification of the condition and the need for leave from the teacher's health care provider within ten (10) days of the written request for leave. The certification must contain:

1. The date the serious health condition began.
2. The probable duration of the condition.
3. The appropriate medical facts regarding the condition which are within the knowledge of the health care provider.
4. Where leave is based on care of a spouse, child or parent, a statement that the teacher is needed to provide the care and an estimate of the amount of time that the need will continue.
5. Where leave is based on the teacher's own serious health condition, a statement that the teacher is unable to perform the functions of his/her job.
6. Where intermittent or reduced leave is sought for planned medical treatment, a declaration from the health care provider stating that this kind of leave is medically necessary, the dates that the treatment is expected to be given and the duration of the treatment.

The certification will be treated as a confidential medical record.

E. Recertification

A teacher who has taken leave because of a serious health condition or that of a family member is required by the Board to obtain subsequent written recertification of the medical condition every five (5) weeks during the duration of the condition. The Board also requires a teacher, or his/her representative, on leave under this provision to report periodically, in writing, at least every

July 23, 2024

month on his/her status and the intention of the teacher to return to work.

F. Restored Employment

Eligible teachers who comply with all of the family and medical leave provisions and who return from family and medical leave have the right to return to the job position that they held when they went on leave, or they may be placed, at the discretion of the Board, in an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. (While on leave, eligible teachers will retain all accrued benefits.) Restored teachers returning from family and medical leave, are not entitled to accrue seniority or employment benefits during any period of leave. Restored teachers are not entitled to any right, benefit or position of employment other than any to which they would have been entitled had they not taken leave.

As a condition to restoring a teacher whose leave was based on the teacher's own serious health condition, each returning employee is required to provide, in writing, to the Human Resources Department a certification from the teacher's health provider stating that the teacher is able to resume work.

G. Maintenance of Benefits

The Board will maintain group health plan coverage for teachers on family and medical leave for the duration of the eligible teacher's leave. Coverage will be provided on the same level and under the same conditions that coverage would have been provided if no leave had been taken.

In the event a teacher fails to return to work after the period of leave expires, the Board may recover any such premiums the Board paid for coverage during the leave period. Such recovery can be taken from any benefits or wages owed by the Board to the teacher.

In the event, however, that the teacher fails to return to work because of the continuation, recurrence, or onset of a serious health condition of a family member or the teacher's own serious health condition that would otherwise entitle the teacher to take leave, or due to other circumstances beyond the control of the teacher, the Board will not attempt to recover such premium. In this circumstance, the teacher is required to provide in writing to the Human Resources Department, a certification from the

July 23, 2024

teacher's health care provider to that effect.

14.9 Any combination of leaves shall not result in an employee being off more than three (3) consecutive years.

14.10 A teacher may elect to receive annual payment for any unused accumulated leave earned in the current school year at a rate of 80% of the employee's current daily rate of pay. The calculation of the amount of this payment shall be as follows: (leave earned during the current school year minus leave used during the school year) multiplied by eighty (80) percent of the employee's current rate of pay. Days for which payment is received shall be deducted from the employee's accumulated leave balance. Requests for such payments shall be made in writing to the Superintendent or designee. Upon finalization of leave records, payment will be made by June 30th of the current fiscal year. All leave will be treated as "sick leave" for the purpose of transferring leave balances to other eligible employers.

16.8 Terminal Pay

A teacher of the Bay District Schools will be paid terminal pay for accumulated sick **PTO** leave at retirement, in accordance with Deferred Retirement Option Program (DROP) or to his/her beneficiary if terminated by death.

In order to receive benefits under this section the employee must retire and be eligible to receive full or reduced benefits under the retirement criteria of the Florida Division of Retirement of the Department of Administration. The calculation of terminal pay shall not be based on any accumulated sick **PTO** leave credits in excess of that earned as an employee of Bay District Schools. In calculating terminal pay, transferred sick **PTO** leave hours will be considered used first.

Any person entitled to terminal pay benefits shall have been under contract to render services for the pay period immediately preceding retirement or death and shall not be under suspension from duty except for reasons pertaining to health, or have any charges pending which could result in dismissal from employment.

All payments of terminal pay for accumulated sick **PTO** leave shall be computed by using the daily rate of pay of the employee at the time of retirement, multiplied by the total number of eligible accumulated sick

PTO leave days.

Terminal pay shall not exceed an amount determined as follows:

During the first three (3) years of service in the Bay District Schools, the applicable daily rate of pay multiplied by thirty-five percent (35%) times the number of days of accumulated sick **PTO** leave.

During the next three (3) years of service in the Bay District Schools, the applicable daily rate of pay multiplied by forty percent (40%) times the number of days of accumulated sick **PTO** leave.

During the next three (3) years of service in the Bay District Schools, the applicable daily rate of pay multiplied by forty-five percent (45%) times the number of days of accumulated sick **PTO** leave.

During the next three (3) years of service in the Bay District Schools, the applicable daily rate of pay multiplied by fifty percent (50%) times the number of days of accumulated sick **PTO** leave.

During and after the thirteenth (13th) year in the Bay County School System, the applicable daily rate of pay multiplied by one hundred percent (100%) of up to one hundred (100) days of accumulated sick **PTO** leave. Accumulated sick **PTO** leave days beyond one hundred (100) will be multiplied by fifty percent (50%) of the teacher's applicable daily rate of pay.

L

Law Superseding Contract (18.2) 59

Layoff (13.1A) 38

Leaves:

Application for (14.1) 40

Bereavement (14.4H) 42

Combination of, (14.9) 48

Deductions (Absences) (8.3) 25

During Layoff (13.3)..... 39

Enhanced Personal Leave (14.5E) 43

Family Medical Leave (14.8) 44

Illness-In-Line-Of-duty (14.4D) 41

Increments (14.1)..... 40

Jury Duty (14.4F)..... 42

Maternal/Paternal/Parental (14.5B) 42

Outside Accumulation (14.4C) 41

Overused Sick **PTO** (14.5C) 43

ABCE Proposal #3

July 23, 2024

| | |
|--|---------------|
| Personal (13.3) (14.1) (14.4B) (14.5D) | 39, 40, 41,43 |
| Professional (14.5A) | 42 |
| Professional Conferences (14.3)..... | 40 |
| Overused Sick Leave (14.5C)..... | 43 |
| Return from (14.6)..... | 44 |
| Sick (14.4A) | 40 |
| Temporary Duty (14.2)..... | 40 |
| Verification (14.4E) | 41 |
| Leaving Work Location (5.15) | 15 |
| Legal Counsel (7.7) | 23 |
| Legal Suit or Complaint (7.7) | 23 |
| "Lost Time" Accidents (25.2) | 68 |
| Lunch time (5.2) | 13 |

INSTRUCTIONAL PERSONNEL (From the Salary Placement Schedule)

- A. Instructional salaries are paid according to the highest level of training and approved experience using Placement Schedule "1". (Grandfathered or Performance Schedule)

- B. The hourly rate of pay for instructional employees employed under special contract for work in excess of the regular 196 days will be computed by dividing the employees annual base pay from schedule "1" as follows: Annual rate of pay divided by 196 days = daily rate of pay divided by 7.5 hours = hourly rate of pay.

- C. The annual salary for ROTC instructors shall be as specified by an agreement between the Bay County School Board and the Department of Defense for Jr. ROTC programs. The monthly salary may vary in accordance with the information furnished by the Department of Defense and the instructors shall be paid accordingly. (10 months plus 2 months under special contract) These employees do not qualify for annual leave or paid holidays other than noted in paragraph II-D. Since the ROTC Instructor salary and supplements (housing, clothing, etc.) and COLA is determined by the Department of Defense, ROTC instructor salary increases are not part of the Bay District Schools Placement Schedule.

- D. Instructional Employees receive the following paid holidays:

| | |
|-----------------------------|---------------------------|
| Monday, September 4, 2023 | Monday, December 25, 2023 |
| Friday, November 10, 2023 | Monday, January 1, 2024 |
| Thursday, November 23, 2023 | Monday, January 15, 2024 |

- E. Each employee employed on a full-time basis shall be entitled to one day of sick **PTO** leave for each month of employment. Such sick **PTO**

ABCE Proposal #3

July 23, 2024

leave shall be cumulative from year to year, and there shall be no limit on the number of days of sick PTO leave an employee may accrue.

- F. Refer to the School Board Policies and Association of Bay County Educators Master Contract for other terms and conditions of employment related to instructional personnel.
- G. Placement Schedule 1 will be used to calculate the salaries of non-certificated instructional personnel authorized under the provisions of State Board Rule 6A-1.0502. Full-time instructional personnel will not be paid less than the salary for a bachelor's degree.
- H. Curriculum Development Projects: Beginning on the first student day of school year 2015-2016, teachers employed in curriculum development projects that involve developing and/or revising curriculum projects or district/school reports will be paid a Beginning Teacher's Hourly Rate. Teachers employed in curriculum development will produce a product at the end of the project. Curriculum Development Projects will be approved and monitored by the Division of Teaching and Learning.
- I. Special Training/Staff Development Projects: Beginning on the first student day of school year 2015-2016, teachers employed for special training/staff development projects that support the District Improvement Plan and School Improvement and that have funds expressly for the compensation of participants will be paid \$90.00 per day. (Rate is based upon a six (6) hour day.)

If training occurs outside the normal school day (nights or Saturdays) during the regular school year, the rate of pay will be \$125. (Rate is based on a six (6) hour day.)
- J. Employees do not receive an automatic step on a Placement Schedule for pay increase.

TA'D on _____

_____ Holly Buchanan, BDS Chief Negotiator

_____ Aubrey Davey, ABCE Chief Negotiator

_____ Michael Petty, ABCE Executive Director

Deleted language is identified with a ~~strikethrough~~.
New language is identified in **boldface and is underlined**.