

## ARTICLE V – LEAVES

### SECTION D - Unpaid Leaves: Specific Provisions (cont'd)

if possible, leave shall be requested for the duration of the campaign. Leave shall be taken for all absences for political campaigning.

- b. Employees shall be entitled to unpaid leave(s) of absence to hold political office. The period of leave shall be negotiated individually with the goal of providing the best situation for the employee affected.

#### 6. Military Leave

- a. Regular Military Service - Any employee who is required or voluntarily enlists to serve in the United States Armed Forces or the Florida National Guard shall be granted military leave without pay. Upon returning to the school system following his/her completion of required service, he/she shall receive full benefits of salary steps which would have accrued to him/her had he/she not been absent. In time of state or national emergency, call to duty may come about through enlistment or by being drafted by the government, but in time of peace, regular military duty shall not be initiated by the employee.

An exception to this provision would be when an individual is notified to report for induction and, as a matter of choice, then enlists in a branch of the service other than that for which he was drafted. Application for reemployment shall be filed with the School Board within six (6) months following the date of discharge of release from active military duty, and the Board shall have a reasonable time not to exceed six (6) months, to reassign the employee to the same or similar position in the school system. Military leave cannot be counted as a year of service toward continuing contract status.

7. Professional Leave - Uncompensated professional leave shall be granted to any employee to engage in activities which will enhance his/her professional qualifications and will contribute to the teaching profession. Such leave shall be granted to any applying employee with one (1) year satisfactory service to the District. The employee must notify in writing the Chief Personnel Officer on or before May 1 that he/she will be taking Professional Leave for the ensuing year. Professional Leave shall be for a full school year. Exception to this rule may be granted by the administration.

8. Family Medical Leave (FML) – Uncompensated, with continued Board paid health insurance, family medical leave (FML) shall be granted to any eligible employee in keeping with the provisions set forth in Appendix H. An employee may not engage in employment during his/her normal duty hours while on FML.

9. **Career Change Leave** - Any employee who wishes to undertake employment and/or training in a new career may take a career change leave in keeping with the following provisions:

- a. Such leave shall be without pay and without experiential credit for future salary schedule placement.
- b. The employee must have been employed by the District at least five (5) years prior to

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the leave.

- c. The employee has not taken this type of leave in the past.
  - d. The employee must notify in writing the Chief Personnel Officer on or before May 1 that he/she will be taking a career change leave for the ensuing school year.
  - e. Any leave shall be for a full school year. Exceptions to this rule may be granted by the administration.
  - f. A cap of .5% of the bargaining unit shall be eligible and selection of those granted such leave shall be by seniority.
10. Charter School Leave – Pursuant to Florida Statutes, an employee may request and will be granted an unpaid leave of absence to accept employment in an instructional position at a District Charter School. Notwithstanding any other provisions in this Agreement, the unpaid leave will be extended annually provided the employee remains an instructional employee of the District Charter School. An employee may return from a Charter School Leave under the following conditions:
- a. Charter School Leave shall be granted for a full school year and an employee may return for active employment with the District only at the beginning of a school year, unless otherwise authorized by the Chief of Human Resources.
  - b. An employee must notify the Chief of Human Resources of his/her intent to return to active employment or his/her extension of Charter School leave by April 15<sup>th</sup>. If the employee returns to active employment with the District, he/she may apply for posted vacancies and attend District job fairs.
  - c. An employee who is returning to active employment with the District who has not been offered a position by June 15<sup>th</sup> shall be placed by the District without regard for the employee's seniority.
  - d. An employee who is granted a Professional Services Contract (PSC) while on approved Charter School Leave will be compensated on the PSC salary column upon return to employment with the District.
  - e. An employee whose Charter School Leave commences prior to the completion of three years of probationary service will be required to complete the remaining probationary period upon return to active employment with the District.
  - f. Pursuant to provisions of the Agreement, an employee's previous public and/or private satisfactory teaching experience, including satisfactory teaching experience at the District Charter School, will be recognized for placement on the Teachers' Salary Schedule upon returning from leave if his/her Charter School Leave had a duration of at least one school year. As used herein, "one school year" shall mean two (2)