

ARTICLE V – LEAVES

SECTION B - Specific Paid Leaves (cont'd)

which will result in his/her professional benefit or that will contribute to the profession. Any employee may be granted a maximum of three (3) consecutive weeks of professional leave during any fiscal year with compensation on duty days when school is not in session; such leave shall be cumulative to a maximum of thirty (30) working days.

- a. This leave will not be granted where the time granted will be utilized for enrolling in and completing entire courses of study.
 - b. An employee who otherwise qualifies may apply for and receive uncompensated professional leave as provided in the Unpaid Leave Section of this Article.
5. Jury Duty - If an employee is under subpoena for jury duty during the time he/she is engaged in regular professional duties, he/she may make application for temporary duty elsewhere. Such application shall be approved. He/she shall receive regular pay while on jury duty and shall remit to the Finance Department in check or money order the amount of fees, less travel allowance and other expense allowances, received during jury duty.
 6. Witness Duty - When an employee is under subpoena as a witness in court, he/she shall be eligible and shall be approved for Temporary Duty Elsewhere leave and shall receive regular compensation while on witness duty and shall remit to the Finance Department in check or money order the amount of fees, less travel allowance and other expense allowances, received for witness duty.
 7. Temporary Military Leave: If the temporary military service cannot be met outside of that time of contractual employment, temporary leave for military service with the United States Armed Forces or Florida National Guard will be granted with pay not to exceed seventeen (17) days of compensation as provided in Section 115.07, Florida Statutes.
 8. **Sabbatical Leave:** After each six (6) consecutive years of satisfactory service in the District as an employee as defined in Article I, Section A, employees may apply for a year's leave of absence for professional academic advancement. Authorized leave shall not break consecutive service. A person on leave may request and be granted sabbatical leave. A fraction of a year exceeding one-half ($\frac{1}{2}$) of the regular contractual period shall count as one (1) year's service. The Board will provide employment benefits which are provided a regular employee; however, any additional cost will be paid for by the employee. An employee will not earn sick leave or annual leave, if applicable, while on sabbatical leave. The Board will pay retirement and Social Security contributions on the amount of salary actually paid the employee. An employee on sabbatical leave may engage in employment while on sabbatical leave provided he/she meets the requirements set forth in (f) (1) below.
 - a. Sabbatical leave for one-half ($\frac{1}{2}$) year may be granted if the applicant is eligible by formula with the further provision that said applicant shall not be eligible for additional sabbatical leave until eligibility is reestablished by six (6) more consecutive years of satisfactory service.
 - b. Sabbatical leave shall be granted to qualified applicants according to the following

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criteria:

- (1). Sabbatical leave shall be granted to the number of employees that can be granted with a two-hundred thousand dollar (\$200,000) budget, if qualified applicants apply. Such budget is exclusive of mandatory benefits such as contributions to the Florida Retirement System and FICA. Written notification to all employees who applied for sabbatical leave shall be provided by May 1.
 - (2). Sabbatical leave shall be granted based upon points earned. Applicants shall earn one (1) point for each year of continuous service in the District over six (6) years. Applicants shall be considered in descending order of points earned.
 - (3). Applicants for subsequent sabbatical leaves after the first leave shall not be considered until all applications for a lesser number of sabbatical leaves have been considered.
 - (4). In case applicants for sabbatical leaves are tied in total points, selection shall be determined by random selection.
- c. An applicant granted sabbatical leave shall receive one-half ($\frac{1}{2}$) of the contractual gross monthly salary according to the salary schedule, based on 196 duty days. If it is found that a sabbatical leave recipient is violating the conditions of his leave, subject to due process and just cause, salary payments may be discontinued and the recipient shall repay all prior payments that were improperly received.
- d. Sabbatical leave may be carried over from one (1) school year into the next on a continuous basis not to exceed the duty days of the applicant for a year of work. Salary and benefits for a sabbatical leave extending over two (2) school years will be prorated based on the salary schedules of the years involved. Such leave commencing during a year of school shall not be granted until a suitable replacement is provided for the position being vacated. Any carry over from school year of sabbatical leave into the next is not to be considered a part of the quota of leaves possible the second year.
- e. The recipient shall have the option of paying retirement contributions for the salary authorized by the Board during sabbatical leave or he/she may pay on the full amount of the salary received during the previous year's service. Such decision shall be made at the time of the sabbatical leave request.
- f. Sabbatical leave applications shall be filed with the Superintendent not later than April 1 of each year.
1. Each applicant applying for sabbatical leave for professional academic advancement shall submit information relative to the type of work to be undertaken. Each recipient of such leave shall be required to take sufficient course work as to be classified as a full-time student by the college or university of attendance. Proof that such course work has been completed shall be filed with the Superintendent.

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- g. Sabbatical leave shall not be considered a termination or breach of contract of employment, and the time while on sabbatical leave will be counted for salary and seniority purposes.
- h. An employee who is granted a sabbatical leave shall sign a contract with the District stating that:
 - (1) The employee shall return to the District and serve an additional three (3) school years following the expiration of the leave.
 - (2) The employee shall repay the full amount of money received for the sabbatical if he/she fails to return to the District.
 - (3) The employee shall repay two-thirds (2/3) of the full amount of money received for the sabbatical if he/she returns to the District, but stays only one (1) year.
 - (4) The employee shall repay one third (1/3) of the full amount of the money received for sabbatical if he/she returns to the District, but stays only two (2) years.
 - (5) The above 1, 2, 3, and 4 may be waived if the condition of the employee's health is such that he/she files and is qualified for disability retirement from the Florida public schools.
- 9. Paid Vacation Leave
 - a. Employees who are employed on a twelve-month contract shall accrue leave, exclusive of holidays, with compensation as follows:
 - (1) Employees with less than five (5) years of continuous service at a rate of one (1) day per month, cumulative to twelve (12) days per year.
 - (2) Employees with five (5) years or more continuous service at a rate of one and one-quarter (1¼) days per month, cumulative to fifteen (15) days per year.
 - (3) Employees with ten (10) years or more of continuous service at a rate of one and one-half (1½) days per month, cumulative to eighteen (18) days per year.
 - b. Accrued vacation leave shall not exceed thirty (30) work days. The time of vacation will be submitted to the Superintendent for approval upon the written request of the employee and prior recommendation by the Principal. Vacation leave for an employee shall be scheduled so that there will be minimum disruption of the operation of the school system.