

CCSB Policy 6GX-10-2.15 Consent Agenda - 06/18/09 - Approval to Advertise

2.15 LEAVE

G. Foreign Exchange Teacher Leave

1. The School Board may grant leave to an employee for the purpose of teaching abroad as a foreign exchange teacher in accordance with the following rules:
  - a. Consideration for approval for foreign exchange teacher leave will only be given to certified staff members who have taught in, or have served as an administrator in, the schools of the Clay County School District for a continuous accumulated total of five (5) years, who are eligible for reappointment and who have not received an unsatisfactory evaluation during their employment term with the District.
  - b. Said leave shall be for a period of one (1) contract year and may not be extended.
  - c. During the time the staff member is on foreign exchange teacher leave, said teacher shall be under contract with the School Board and shall continue to receive salary and benefits from the District which shall be the same as those for all other Clay County School District teachers as required by the applicable collective bargaining agreement and School Board salary schedule. Said teacher shall be obligated to report to the District all annual, personal and sick leave days taken while on foreign exchange teacher leave in the same manner as if he/she had not been on foreign exchange teacher leave. Entitlement to contractual salary and benefits shall terminate if the exchange teacher fails to meet the conditions of the foreign exchange teacher leave, loses his/her valid Florida Teaching Certificate or is terminated or disciplined for cause by the School Board in accordance with Board policy.
  - d. Upon completion of the foreign exchange teacher leave, but prior to final payment of salary to the individual on said leave, the exchange teacher shall submit to the Superintendent a report or other documentation satisfactory to the Superintendent which proves that the exchange teacher received a satisfactory teaching evaluation from the foreign teaching supervisor, proof of satisfactory attendance and compliance with any other terms or conditions of the foreign exchange teacher leave as may be requested. Upon proof of compliance with this subsection, including a satisfactory evaluation, the teacher shall receive credit for the year of foreign teaching experience.
  - e. Upon return from foreign exchange teacher leave, the teacher shall be required to accept employment as a teacher for the subsequent school year in any position offered by the School Board for which he/she is qualified.
  - f. The School Board shall not be responsible for any financial losses incurred by the employee related to or resulting from or as a consequence of the employee's participation in the foreign exchange teacher leave program other than those financial obligations set forth in the employment contract and those specifically imposed by Florida law.
2. Application for foreign exchange teacher leave must be made to the Superintendent

not later than sixty (60) days prior to the school year when the leave is to commence. The application must include:

- a. A letter specifying that the leave request is for foreign exchange teaching; stating the name of the approved exchange institution and the specific teaching assignment, if determined.
- b. Proof of acceptance by the approved exchange teaching organization.

3. The Superintendent shall determine whether or not the foreign exchange teacher leave is appropriate for and in the best interest of the needs of the District.

#### G H. Bereavement Leave

Any employee who has utilized all of their regular leave (zero leave balance) will be granted one (1) day of bereavement leave per school year, due to a death in the immediate family. Immediate family shall be defined as father, mother, brother, sister, husband, wife, child, other close relative, or member of his/her own household. Bereavement leave is of special nature and may not be deferred or converted to any other purpose. It is not charged against any other leave account. Application shall be made to the Superintendent and granted by the Superintendent or his/her designee. The employee will not be paid for days not scheduled to work. In order to honor a request for bereavement leave, details about the relationship may be requested by the Superintendent, as well as appropriate documentation, such as published obituary or copy of death certificate.

#### H I. Domestic Violence Leave

Effective July 1, 2007, any employee who has been employed for at least three (3) months, and who has used all of his/her regular leave (zero balance) shall be granted up to three (3) days of leave per contract year due to domestic violence, which may be used to address matters including seeking an injunction for protection; obtaining medical care or mental health counseling for themselves or for a family household member to address physical or psychological injuries arising from domestic violence; obtaining services from a victim-services organization such as a domestic violence shelter or rape crisis center as a result of an act of domestic violence; making an employee's home secure from a perpetrator of domestic violence or seeking alternate housing; or seeking legal assistance or attending or preparing for court related proceedings regarding acts of domestic violence. Domestic violence leave is of special nature and may not be deferred or converted to any other purpose. It shall not be charged against any other leave account. Application for domestic violence leave shall be made to the Superintendent and shall be granted by the Superintendent or his/her designee, except in cases of imminent danger to the health and safety of the employee or a family or household member. Employees seeking such leave under this provision shall, at the time of making a request, provide advance notice of the need for sick leave and provide documentation about the domestic violence circumstances. Details about the situation may be requested by the Superintendent and may include a request for appropriate documentation, including, but not limited to, police reports, court injunctions/documents and proof of legal counsel in relation to such documents. Leave may be with or without pay at the discretion of the Board.

(Ref. F.S. 741.313; 1001.42; 1012.33; 1012.66; 1012.62; 1012.61; 1012.63; 1012.67; 1012.68; 1012.65; 1012.64)(Adopted: 02-08-79; Amended: 10-14-82; 11-08-84; 12-12-85; 03-12-87; 11-17-87; 03-21-91; 04-18-91; 12-19-92; 08-20-92; 02-17-94; 07-28-94; 02-15-99; 11-18-97; 06-18-98; 12-15-98; 03-16-00; 05-16-00, 05-17-01, 09-19-02, 10/16/03, 09/17/07, 00/00/00)