

POLICY 3.80

4-B I recommend the Board adopt the proposed revised Policy 3.80, entitled "Leave of Absence."

[Contact: Joseph Moore, 434-8584; or Ernie Camerino, 434-8610.]

Adoption

CONSENT ITEM

- This proposed revision was approved on the consent agenda at the first reading for development by the Board on March 24, 2003.
- Consistent with a resolution of the Florida Governor and Cabinet on Sept. 25, 2001, and as recommended by an ad hoc committee of District personnel, chaired by the Chief Financial Officer, and as approved by the Superintendent and requested by the Chief Operating Officer, this revision continues the provision for full remuneration to District employees who are called to active military duty, for the first 30 days of active duty as required by law, while adding a provision for partial pay after the first 30 days, for employees who receive orders to report to active duty, by providing an amount equal to the difference between the military pay and District pay (minus supplements) when needed to bring the employee's military pay up to the level of the civilian pay at the time the military leave began.
- This period of full pay and partial pay, collectively, can continue for one calendar year; but beyond that calendar year, it would continue only at the discretion of the Superintendent and upon the approval of the School Board.
- During the partial-pay period, such personnel will be treated as employees on approved leave of absence; they will be given the option of continuing their medical, dental, and vision benefits by paying the full premium or converting to military benefits. During this period, they will not accrue additional sick or vacation days; but upon return to the District, they will have their seniority rights, salary, efficiency ratings, promotional status, pension benefits, and retirement privileges as if continually employed.
- Each bargaining unit was requested to sign a Memorandum of Understanding (MOU) consistent with the foregoing provisions. As of April 16, 2003, three of the four units had signed the MOU and one had given verbal approval.
- The following provision is included: "If the terms of a collective-bargaining agreement differ from this Policy, the language of the employee's agreement will take precedence."
- This revision also incorporates the statutory provision for charter school leave as stated in Fla. Stat. § 1002.33(12)(e). It also updates the annual-leave and sick-leave payout provisions to be consistent with Fla. Stat. § 1012.61(2) and 1012.65.

POLICY 3.80

LEAVE OF ABSENCE

- 1 1. A leave of absence is permission granted by the Board, or allowed under its
2 adopted policies, for an employee to be absent from duty for specified periods of
3 time with the right of returning to employment on the expiration of the leave. All
4 absences of School Board employees from duty shall be covered by leave duly
5 authorized and granted. Leave shall be officially granted in advance by the School
6 Board and shall be used for the purposes set forth in the leave application. Leave
7 for sickness or other emergencies may be deemed to be granted in advance if
8 prompt report is made to the proper authority. No leave, except military leave, shall
9 be granted for a period greater than one (1) year. A new leave application may be
10 filed and granted at the expiration of leave, but automatic renewals of leave shall
11 not be allowed. Leave may be with or without pay as provided by law, ~~regulations~~
12 rules of the State Board of Education, and School Board policy, and negotiated
13 contracts. If the terms of a collective-bargaining agreement differ from this Policy,
14 the language of the employee's agreement will take precedence. 2. The following
15 types of leave are available to School District employees:
- 16 a. Leave for personal reasons
- 17 b. Annual leave for 12-month personnel
- 18 c. Sick leave
- 19 d. Catastrophic leave
- 20 e. Injury or illness in-line-of-duty leave
- 21 f. Sabbatical leave
- 22 g. Temporary military leave
- 23 h. Regular military service leave
- 24 i. Professional leave and extended professional leave
- 25 j. Charter school leave
- 26 k. Voluntary/extended military leave
- 27 l. Leave of absence for the purpose of campaigning for political office
- 28 m. Personal leave including maternity/recovery and child care

29 **2. Paid Leaves**

30 a. **Leave for Personal Reasons.**-- An employee shall be allowed four (4) days'
31 paid leave for personal reasons each year to be charged against accrued sick
32 leave, provided that such leave shall be non-cumulative and does not interfere
33 with the school/department operation.

34 b. **Annual Leave for 12-Month Personnel.**--

35 i. An employee who is employed on a twelve-month basis shall be allowed
36 annual leave, exclusive of holidays, with compensation, as follows:

37 A. An employee with less than five (5) years of continuous service at a
38 rate of one (1) day per month, cumulative to twelve (12) work days
39 per year.

40 B. An employee with five (5) to ten (10) years continuous service at a
41 rate of one and one-quarter (1 1/4) days per month, cumulative to
42 fifteen (15) work days per year.

43 C. An employee with ten (10) years or more of continuous service at a
44 rate of one and one-half (1 1/2) days per month, cumulative to
45 eighteen (18) work days per year.

46 ii. Accrued annual leave shall not exceed ~~sixty-two and one-half (62 1/2)~~
47 sixty (60) work days on ~~January 1~~ June 30 of each year, pursuant to Fla.
48 Stat. § 1012.65. Annual leave may be granted by the Superintendent
49 upon the written request of the employee, with prior recommendation by
50 the employee's administrative superior. Annual leave for an employee
51 shall be scheduled so that there will be minimum disruption of the
52 operation of the District school system.

53 iii. Upon employment termination, the employee shall be paid for all unused
54 annual leave as terminal leave pay.

55 c. **Sick Leave.**--

56 i. Extent of sick leave.-- A School Board employee who is in a position not
57 included in an established bargaining unit shall be credited with four (4)
58 days of sick leave as of the last day of the 1st month of regular
59 employment of each appointive year, and shall thereafter earn one (1)
60 day of sick leave at the end of each calendar month provided that the
61 employee has been on duty or compensable leave a minimum of eleven
62 (11) days within the month; and provided further, that the employee shall

- 63 be entitled to earn no more than one (1) day of sick leave times the
64 number of months of employment during the year of employment.
- 65 A. Sick leave shall not be used prior to the time it is credited to the
66 employee.
- 67 B. If the employee terminates employment and has not earned the four
68 (4) sick days available, the Board will withhold the average daily
69 amount for the sick days utilized but unearned by the employee.
- 70 C. An employee whose duty-day basis changes shall have sick leave
71 balance as a permanent half-time employee converted at the rate of
72 two (2) part days of sick leave to one (1) full day of sick leave. The
73 same principle applies to a permanent full-time employee whose
74 duty-day basis changes to a permanent half-time employee by
75 converting all credited sick leave at the time of change to one (1) full
76 day of credited sick leave to two (2) part days of sick leave.
- 77 ii. Sick leave shall be cumulative from year to year with no limit on the
78 number of days accrued; provided, that at least one-half (1/2) of this
79 cumulative leave must be established within the Palm Beach County
80 School District. An employee returning to the system after a leave of
81 absence or resignation shall be entitled to the accrued balance credited at
82 the time of such leave or resignation.
- 83 iii. An employee may use accumulated sick leave for absence due to
84 disability caused by pregnancy, miscarriage, abortion, childbirth, and
85 recovery therefrom, all of which shall hereafter be referred to as
86 pregnancy. Should sick leave be insufficient, personal leave provisions
87 may be used for pregnancy. The employee will have the duty to inform
88 the personnel office at least one month before expected date of leave so
89 that a temporary replacement can be provided. Similarly the employee
90 should keep the principal informed as to the date of probable return to
91 assignment after delivery and recovery.
- 92 iv. An employee requiring more than thirty (30) working days of paid leave
93 for recovery may be required to submit medical evidence at reasonable
94 intervals supporting the need for additional leave.
- 95 v. Out-of-county credit for sick leave.— Employees shall be entitled to
96 'transfer sick leave credit from other Florida school systems and State
97 agencies which are participants in any of the Florida retirement system
98 plans with the restriction that at least one-half (1/2) of the cumulative
99 leave shall be established within this School District.

- 100 vi. Sick leave claims shall be honored as submitted by the employee for
101 personal illness, as well as illness or death of father, mother, brother,
102 sister, husband, wife, child or other close relative, or member of the
103 employee's own household.
- 104 vii. Sick leave without pay may be granted for employees who have used all
105 accumulated sick leave, but who would otherwise qualify for sick leave.
- 106 viii. The Superintendent may require a doctor's statement of verification of
107 illness. A request to the Superintendent for a verification of claim may be
108 initiated by the principal or supervisor.
- 109 ix. A false claim for sick leave shall be grounds for dismissal by the School
110 Board.
- 111 x. Personnel shall receive a terminal retirement benefit for unused sick
112 leave. ~~An employee who retires or whose employment is terminated by~~
113 ~~death shall receive payment for accrued sick leave days at their daily rate~~
114 ~~at time of retirement multiplied by the maximum percentage provided for~~
115 ~~by the Florida Statutes. Employees under Fla. Stat. § 1012.61(2)4 or §~~
116 ~~1012.61(2)5 who retire, and the beneficiary(ies) of such personnel whose~~
117 ~~employment is terminated by death, shall receive payment for accrued~~
118 ~~sick leave days at their daily rate, at the time of such retirement or death,~~
119 ~~multiplied by the maximum applicable percentage allowable under Fla.~~
120 ~~Stat. § 1012.61(2)4, or at the maximum amount allowable under §~~
121 ~~1012.61(2)5, as applicable.~~
- 122 **d. Catastrophic Illness or Injury Leave.--**
- 123 i. A catastrophic illness or injury shall be defined as a medical condition not
124 covered by Workers' Compensation requiring absence from work greater
125 than fifty (50) working days of consecutive absence for a single illness or
126 injury.
- 127 ii. An employee who sustains a catastrophic illness or injury may apply for
128 and receive for use on a matching basis supplementary catastrophic
129 illness or injury leave not to exceed the number of regular, unused sick
130 leave days that the employee had accumulated on the first day of the
131 regular sick leave applied to the catastrophic illness or injury.
- 132 iii. Two (2) medical verifications of such catastrophic illness or injury shall be
133 required. Employees shall fully cooperate with the Board and shall
134 authorize the release of any medical records necessary. The Board shall
135 satisfy itself that any claim for catastrophic illness or injury leave is

136 legitimate and correctly states the facts. The Board may at its expense
137 require an independent medical examination.

138 iv. The School Board's granting of matching leave days shall begin on the
139 fifty-first (51) scheduled work day of catastrophic illness or injury.

140 e. **Injury or Illness In-Line-of-Duty Leave.**-- An employee who is absent due to
141 injuries or illness clearly received in the discharge of assigned duties shall be
142 entitled to additional sick leave benefits as hereafter provided:

143 i. An employee who is injured in-the-line-of-duty may be entitled to a
144 maximum of 10 non-cumulative leave days which shall not be charged
145 against the employee's sick leave balance. All claims for such leave must
146 clearly substantiate an injury received in carrying out assigned duties.
147 Additionally, such paid leave shall only be awarded for the duty days for
148 which the employee has been employed.

149 A. Leave will not be payable under this section if the injury occurs while
150 the employee is intoxicated, or; while under the influence of any
151 narcotic drug, barbiturates, or other stimulus not prescribed by a
152 physician, to such extent as to deprive the employee of normal
153 faculties to drive, be in actual physical control of, or operate, while on
154 duty, any automobile, truck, or other vehicle, and the injury is caused
155 primarily by the intoxication of the employee.

156 B. Leave will not be payable under this section to an employee when
157 that employee willfully or intentionally causes injury to self or to
158 others while on duty.

159 C. If the injury is caused by the intentional refusal of the employee to
160 properly use equipment or observe safety rules required by statute or
161 this District, and said rules have been reviewed by the employee
162 prior to the accident, compensation as provided by Fla. Stat. §
163 440.09(4) shall be reduced by 25 percent.

164 ii. When an employee can clearly demonstrate that the contracting of a
165 disease was from the school center or department to which assigned,
166 then the employee may qualify for a maximum ten (10) days of non
167 cumulative illness in-line-of-duty leave.

168 iii. An absence for illness in-line-of-duty leave may be granted when the
169 employee can clearly demonstrate the contracting of an infectious or
170 contagious disease at the work location for which inoculations are not
171 available and exclusive of upper respiratory infections or complications
172 therefrom. Common colds, influenza or other illnesses common to the

173 public are not to be considered as illness in-line-of-duty. Further, this
174 contagious disease must be exclusive of upper respiratory infections or
175 complications therefrom and must be one for which inoculations are not
176 available.

177 iv. In cases of unusual illness or injury in-the-line-of-duty, an employee may
178 make a request to the Superintendent for additional compensated leave
179 days. If the Superintendent is satisfied that the condition warrants,
180 additional leave days shall be authorized.

181 v. An employee who has claim for compensation while absent because of
182 illness contracted or injury incurred as prescribed herein shall notify the
183 principal or department head as soon as such illness or injury is apparent
184 and shall file a claim by the end of each month or pay period as
185 requested during which such absence has occurred. The School Board
186 shall satisfy itself that the claim correctly states the facts and that such
187 claim is entitled to payment. An employee who has a claim under this
188 policy shall fully cooperate with the Board and shall authorize the release
189 of any medical records as necessary.

190 f. **Sabbatical Leave.**-- After each six (6) consecutive years of satisfactory
191 service in the District, an employee may apply for a year's leave of absence
192 for educational travel, or professional academic advancement. Authorized
193 leave shall not break consecutive service. A person on leave may request and
194 be granted sabbatical leave. A fraction of a year exceeding one-half (1/2) of
195 the regular appointive period shall count as one (1) year's service.

196 i. The Board will pay retirement and Social Security contributions on the
197 amount of salary actually paid the employee and will provide employment
198 benefits, excluding sick and annual leave, which are provided a regular
199 employee; however, any additional cost will be paid by the employee.

200 ii. Sabbatical leave for one-half (1/2) year may be granted if the applicant is
201 eligible for formula with the further provision that said applicant shall not
202 be eligible for additional sabbatical leave until eligibility is reestablished by
203 six (6) more consecutive years of satisfactory service.

204 iii. Sabbatical leave shall be granted to qualified applicants according to the
205 following criteria:

206 A. Sabbatical leave may be granted to the number of employees for the
207 amount budgeted by the Board.

208 B. Sabbatical leave shall be granted based upon points earned.
209 Applicants shall earn one point for each year of continuous service in

210 the District over six (6) years. Applicants shall be considered in
211 descending order of points earned.

212 C. Applications for subsequent sabbatical leaves after the first leave
213 shall not be considered until all applications for a lesser number of
214 sabbatical leaves have been considered.

215 D. In case applicants for sabbatical leaves are tied in total points,
216 selection shall be determined by the Superintendent or a committee
217 appointed for this specific purpose.

218 iv. An applicant granted sabbatical leave shall receive one-half (1/2) of the
219 annual base gross monthly salary according to the salary schedule. If it is
220 found that a sabbatical leave recipient is violating the conditions of this
221 leave, salary payments may be discontinued and the recipient shall repay
222 all prior payments that were improperly received.

223 v. Sabbatical leave may be carried over from one school year into the next
224 on a continuous basis not to exceed the duty days of the applicant for a
225 year of work. Salary and benefits for a sabbatical leave extending over
226 two (2) school years will be pro-rated based on the salary schedules of
227 the years involved. Such leave commencing during a year of school shall
228 not be granted until a suitable replacement is provided for the position
229 being vacated. Any carry-over of sabbatical leave from one school year
230 into the next is not to be considered a part of the quota of leaves possible
231 the second year.

232 vi. Sabbatical leave applications shall be filed with the Superintendent not
233 later than February 15 of each year. Each applicant applying for
234 sabbatical leave for professional academic advancement shall submit
235 information relative to the type of work to be undertaken. Each recipient of
236 such leave shall be required to take sufficient graduate work leading to an
237 advanced degree as to be classified as a full time student by the college
238 or university of attendance. At the termination of such leave, proof that
239 such graduate work has been completed shall be filed with the
240 Superintendent.

241 vii. Sabbatical leave shall not be considered a termination or breach of
242 contract of employment, and a person on such leave shall be returned to
243 the same position held prior to the granting of such leave and the year of
244 experience shall be counted for salary purposes; provided, however, that
245 nothing contained herein shall preclude the Board, upon the
246 recommendation of the Superintendent in the event a position has been
247 abolished, a category of positions has been eliminated, or it is deemed in
248 the best interest of the school system, from reassigning such person upon

249 return to duty, to such substantially equivalent position as shall then be
250 available.

251 viii. An employee who is granted a sabbatical leave shall sign a contract with
252 the District stating that:

253 A. The employee shall return to the District and serve an additional (3)
254 school years following the expiration of the leave.

255 B. The employee shall repay the full amount of money received for the
256 sabbatical if the employee fails to return to the District.

257 C. The employee shall repay two-thirds (2/3) of the full amount of
258 money received for the sabbatical if the employee returns to the
259 District, but stays only one (1) year.

260 D. The employee shall repay one-third (1/3) of the full amount of the
261 money received for sabbatical if the employee returns to the District,
262 but stays only two (2) years.

263 E. The above requirements in subparagraphs (A), (B), (C), and (D),
264 may be waived by the Superintendent or if the condition of the
265 employee's health is such that the employee files and is qualified for
266 disability retirement from the Florida public schools.

267 g. **Temporary Military Leave.**-- If the obligation for temporary military service
268 cannot be met outside the time of contractual employment, temporary leave
269 for military service with the United States Armed Forces or the Florida National
270 Guard will be granted with pay not to exceed seventeen (17) days of
271 compensation as provided in Fla. Stat. § 115.07, or the member of the staff
272 may request uncompensated military leave ~~personal leave~~. All efforts should
273 be made to prevent such leave being taken during the time school is in
274 session. Requests for temporary military service ~~should~~ be made by letter
275 ~~with copies of official order attached and shall be~~ and filed with the
276 Superintendent for Board action. If possible,- this shall be done prior to the
277 Board meeting preceding the date of leave.

278 h. **Regular Military Service Leave.**-- An employee who is required to serve in
279 the United States Armed Forces or the Florida National Guard shall be granted
280 military leave. Other than temporary personnel, an employee granted military
281 leave shall receive full remuneration for the first thirty (30) days of active duty.
282 After the initial thirty (30) day period, the employee shall receive partial pay in
283 the amount equal to the amount necessary to bring the employee's military
284 pay up to the level of his/her civilian pay minus supplements. The period of full
285 pay and partial pay, collectively, shall continue for one calendar year and,

286 thereafter, only at the discretion of the Superintendent and upon the approval
287 of the School Board.

288 i. While on active duty, the employee shall retain all seniority rights,
289 efficiency ratings, promotional status, salary classification, pension
290 benefits, and retirement privileges, as if continuously employed; upon
291 returning to the school system following completion of duty in the armed
292 forces, the employee shall be treated as not having had a break in
293 service. During the period in which the employee receives partial
294 compensation, however, the employee shall not accrue additional sick,
295 annual vacation, or personal days. During the partial-pay period, such
296 employees will be treated as personnel on approved leave of absence;
297 they shall be given the option of converting to military benefits or retaining
298 their medical, dental, and/or vision benefits by paying full premiums.

299 ii. Upon proper request for reemployment after returning from military
300 service, an employee must be promptly reemployed.

301 iii. Under 38 U.S.C. Chapter 43, an employee returning from military service
302 must normally report to work and request reemployment within the
303 following timeframes.

304 A. For service of 30 days or less, not later than the beginning of the first
305 full regularly scheduled work day following completion of service,
306 after allowing for an eight hour rest period following safe return to the
307 place of residence.

308 B. For service of 31 days or more but less than 181 days, within 14
309 days after completion of service.

310 C. For service of 181 days or more, not later than 90 days after
311 completion of military service.

312 iv. During a non-instructional employee's absence on military leave, the
313 position may not be filled by an interim employee during the first ninety
314 (90) days.

315 i. **Professional Leave.**-- Professional leave is leave granted to an employee to
316 engage in activities which will result in professional benefit, advancements or
317 job effectiveness including earning of college credits and degrees, or that will
318 contribute to the profession of teaching. An employee may be granted three
319 (3) consecutive weeks of professional leave during any fiscal year with
320 compensation; such leave shall be cumulative not to exceed thirty (30) work
321 days or not to exceed six (6) weeks.

322 3. **Unpaid Leaves**

323 a. **Charter School Leave**-- As stated in Fla. Stat. § 1002.33(12)(e),
324 "Employees of a school district may take leave to accept employment in a
325 charter school upon the approval of the district school board. While employed
326 by the charter school and on leave that is approved by the district school
327 board, the employee may retain seniority accrued in that school district and
328 may continue to be covered by the benefit programs of that school district, if
329 the charter school and the district school board agree to this arrangement and
330 its financing. School districts shall not require resignations of teachers desiring
331 to teach in a charter school. This paragraph shall not prohibit a district school
332 board from approving alternative leave arrangements consistent with chapter
333 1012."

334 b. **Extended Professional**-- Extended professional leave is leave without pay
335 extending for more than thirty (30) consecutive duty days primarily for the
336 employee's benefit and that of the teaching profession. It may be granted to
337 any employee who has served satisfactorily and successfully in the District;
338 provided that such leave shall not exceed a period of one (1) year.

339 e. **Voluntary Military Service Leave/Extended Service**-- ~~i. **Regular military**~~
340 ~~**service.** An employee who is required to serve in the United States Armed~~
341 ~~Forces or the Florida National Guard shall be granted military leave without~~
342 ~~pay. Upon returning to the school system following completion of duty in the~~
343 ~~armed forces, the employee shall receive full benefits of salary which would~~
344 ~~have accrued had there been no absence. In time of war, call to duty may~~
345 ~~come about through enlistment or draft by the government, but in time of~~
346 ~~peace, regular military duty shall not be initiated by the employee. Application~~
347 ~~for reemployment shall be filed with the School Board within six (6) months~~
348 ~~following the date of discharge or release from active military duty, and the~~
349 ~~Board shall have a reasonable time not to exceed six (6) months, to reassign~~
350 ~~the employee to duty in the school system. [THIS PARAGRAPH WAS REVISED~~
351 ~~AND MOVED TO SECTION (3)(h)].~~ ~~ii. **Voluntary military service.** When an~~
352 ~~employee enters voluntarily into active duty in the armed forces for temporary~~
353 ~~duty, training duty, or extended periods of service, not to exceed one year,~~
354 ~~military leave must be granted under the requirements of 38 U.S.C. Chapter~~
355 ~~43. at the discretion of the School Board.~~

356 d. **Leave for Political Campaigning**-- Any person who has filed to run for
357 political office and is desirous of personal leave for political reasons shall
358 make application for such leave and shall be entitled to personal leave. The
359 person shall not be restricted to one leave during a political campaign;
360 however, if possible, leave shall be requested for the duration of the
361 campaign. Leave shall be taken for all absences for political campaigning.

- 362 e. **Personal Leave.**-- An employee requesting short-term or long-term personal
363 leave shall make written application to the supervisor, stating reasons for such
364 leave. The Board shall satisfy itself in terms of the need for a requested leave.
- 365 i. Personal leave may be used to extend a leave of absence due to
366 sickness when that sickness has extended beyond all compensable leave
367 for the duration of up to one (1) calendar year when supported by doctor's
368 statements verifying the necessity of the extended leave.
- 369 ii. An employee requesting return to duty who has served efficiently and
370 exhibited those qualities called for in the position held prior to such leave
371 will be given every consideration for reemployment provided the
372 conditions of employment have been met and the request is supported by
373 a doctor's statement certifying that his physical condition is satisfactory to
374 return to normal duties.
- 375 f. **Maternity/Recovery and Child Care.**-- As set forth in greater detail in
376 School Board Policy 3.76. An employee who is pregnant, adopting a child, or
377 is receiving a foster child into the home, may request and be entitled to a leave
378 of absence without pay for maternity or child care reasons to begin anytime
379 during pregnancy (normally after recovery) or, in the case of adoption or a
380 foster child care, the receipt of custody. Leave may be granted for the
381 remainder of the employee's term of appointment and may be extended for
382 one (1) additional year provided that the total time away from the job is not
383 more than eighteen (18) months. It is the responsibility of the employee to
384 keep the supervisor informed so that appropriate administrative arrangements
385 can be made prior to return to duty.

386
387 STATUTORY AUTHORITY: §§ ~~120.53, 230.22~~, 1001.41(2); 1001.43(11); 1012.23;
388 1012.66, FS-Fla. Stat.

389 LAWS IMPLEMENTED: §§ 115.07; ~~231.40, 231.41, 231.42, 231.43~~, FS;
390 1012.61; 1012.62; 1012.63; 1012.64; 1012.65;
391 1012.66; 1002.33(12)(e), Fla. Stat.; Family and Medical
392 Leave Act of 1993, (~~S. Rep. No. 103-3~~) 29 U.S.C. §
393 2602 et seq., 29 C.F.R. Part 825; Uniformed Services
394 Employment and Reemployment Rights Act, 38 U.S.C.
395 § 4301 et seq.

396 HISTORY: New: 11/29/76; Revised: 6/26/82, 12/11/85, 7/7/93; / /03

Legal Signoff:

The Legal Department has reviewed proposed Policy 3.80 and finds it legally sufficient for development by the Board.

Attorney

Date