



**POLICY 3.80**

**5-B** I recommend that the Board approve development of the proposed **revised** Policy 3.80, entitled "Leave of Absence."

[Contact: Elizabeth McBride, PX 47673.]

**Development**

**CONSENT ITEM**

- Line 119 has been revised to include domestic partners.

**POLICY 3.80**

**LEAVE OF ABSENCE**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31

1. A leave of absence is permission granted by the Board, or allowed under its adopted Policies, for an employee to be absent from duty for specified periods of time with the right of returning to employment on the expiration of the leave. All absences of School Board employees from duty shall be covered by leave duly authorized and granted. Leave shall be officially granted in advance by the School Board and shall be used for the purposes set forth in the leave application. Leave for sickness or other emergencies may be deemed to be granted in advance if prompt report is made to the proper authority. No leave, except military leave, shall be granted for a period greater than one (1) year. A new leave application may be filed and granted at the expiration of leave, but automatic renewals of leave shall not be allowed, unless a currently existing charter agreement provides otherwise. Requests for extensions of leaves may be approved by the Superintendent or his/her designee based on the needs of the District. A leave of absence may be with or without pay unless otherwise provided by law, rules of the State Board of Education, specified by School Board policy, and/or negotiated contracts. If the terms of a collective-bargaining agreement differ from this Policy, the language of the employee's agreement will take precedence. The following types of leave are available to School District employees:
  - a. Leave for personal reasons
  - b. Annual leave (vacation) for 12-month personnel
  - c. Sick leave
  - d. Catastrophic leave (extended illness)
  - e. Injury or illness in-line-of-duty leave
  - f. Sabbatical leave
  - g. Temporary military leave
  - h. Regular military service leave
  - i. Professional leave and extended professional leave
  - j. Charter school leave
  - k. Voluntary/extended military leave

- 32        l.    Leave of absence for the purpose of campaigning for political office
- 33        m.    Personal leave including maternity/recovery and child care
- 34        n.    Jury Duty (see School Board Policy 3.70)
- 35        o.    Domestic violence leave
- 36    2.    **Paid Leaves:** Requests for paid leave of absences shall be made on form [PBS](#)  
37        [D 0032](#), found on the District's Web site at  
38        [www.palmbeach.k12.fl.us/Records/FormSearch.asp](http://www.palmbeach.k12.fl.us/Records/FormSearch.asp), and this form is incorporated  
39        herein by reference as part of this Policy.
- 40        a.    **Leave for Personal Reasons.--** An employee shall be allowed six (6) days  
41        paid leave for personal reasons each year to be charged against accrued sick  
42        leave, provided that such leave shall be non-cumulative and does not interfere  
43        with the school/department operation.
- 44        b.    **Annual Leave for 12-Month Personnel**
- 45            i.    An employee who is employed on a twelve-month basis shall be allowed  
46            annual leave, exclusive of holidays, with compensation, as follows:
- 47                A.    An employee with less than five (5) years of continuous service at a  
48                rate of one (1) day per month, cumulative to twelve (12) work days  
49                per year.
- 50                B.    An employee with five (5) to ten (10) years continuous service at a  
51                rate of one and one-quarter (1 1/4) days per month, cumulative to  
52                fifteen (15) work days per year.
- 53                C.    An employee with ten (10) years or more of continuous service at a  
54                rate of one and one-half (1 1/2) days per month, cumulative to  
55                eighteen (18) work days per year.
- 56

57 D. For the purposes of annual leave accrual in determining continuous  
58 service, total years of service will be recognized from other Florida  
59 Retirement System (FRS) agencies provided that the effective date  
60 of employment with this District does not exceed more than fifteen  
61 (15) business days from the termination date of the previous FRS  
62 employer.

63 ii. Accrued annual leave shall not exceed sixty (60) work days on June 30 of  
64 each year, pursuant to Fla. Stat. § 1012.65. Annual leave may be  
65 granted by the Superintendent or his/her designee upon the written  
66 request of the employee, with prior recommendation by the employee's  
67 administrative superior. Annual leave for an employee shall be scheduled  
68 so that there will be minimum disruption of the operation of the District  
69 school system.

70 **c. Sick Leave**

71 i. *Extent of sick leave.*-- A School Board employee who is in a position not  
72 included in an established bargaining unit shall be credited with four (4)  
73 days of sick leave as of the last day of the 1st month of regular  
74 employment of each appointive year, and shall thereafter earn one (1)  
75 day of sick leave at the end of each calendar month provided that the  
76 employee has been on duty or compensable leave a minimum of eleven  
77 (11) days within the month; and provided further, that the employee shall  
78 be entitled to earn no more than one (1) day of sick leave times the  
79 number of months of employment during the year of employment.

80 A. Sick leave shall not be used prior to the time it is credited to the  
81 employee.

82 B. If the employee terminates employment and has not earned the four  
83 (4) sick days available, the Board will withhold the average daily  
84 amount for the sick days utilized but unearned by the employee.

85 C. An employee whose duty-day basis changes shall have sick leave  
86 balance as a permanent half-time employee converted at the rate of  
87 two (2) part days of sick leave to one (1) full day of sick leave. The  
88 same principle applies to a permanent full-time employee whose  
89 duty-day basis changes to a permanent half-time employee by  
90 converting all credited sick leave at the time of change to one (1) full  
91 day of credited sick leave to two (2) part days of sick leave.

92 ii. Sick leave shall be cumulative from year to year with no limit on the  
93 number of days accrued; provided, that at least one-half (1/2) of this  
94 cumulative leave must be established within the Palm Beach County  
95 School District (See paragraph (v) below). An employee returning to the

96 system after a leave of absence or resignation shall be entitled to the  
97 accrued balance credited at the time of such leave or resignation, unless  
98 the employee received payment previously, either in part or full, for that  
99 time.

100 iii. An employee may use accumulated sick leave for absence due to  
101 disability caused by pregnancy, miscarriage, abortion, childbirth, and  
102 recovery therefrom, all of which shall hereafter be referred to as  
103 pregnancy. Should sick leave be insufficient, personal leave provisions  
104 may be used for pregnancy. The employee will have the duty to inform  
105 the personnel office at least one month before expected date of leave so  
106 that a temporary replacement can be provided. Similarly the employee  
107 should keep the principal or supervisor informed as to the date of  
108 probable return to assignment after delivery and recovery.

109 iv. An employee requiring more than thirty (30) working days of paid leave  
110 for recovery may be required to submit medical evidence at reasonable  
111 intervals supporting the need for additional leave.

112 v. *Out-of-county credit for sick leave.*- Employees shall be entitled to  
113 'transfer sick leave credit from other Florida school systems and State  
114 agencies which are participants in any of the Florida Retirement System  
115 plans with the restriction that at least one-half (1/2) of the cumulative  
116 leave shall be established within this School District.

117 vi. Sick leave claims shall be honored as submitted by the employee for  
118 personal illness, as well as illness or death of father, mother, brother,  
119 sister, husband, wife, child, domestic partner or other close relative, or  
120 member of the employee's own household.

121 vii. The Superintendent or his/her designee may require a doctor's statement  
122 of verification of illness. A request to the Superintendent or his/her  
123 designee for a verification of claim may be initiated by the principal or  
124 supervisor.

125 viii. A false claim for sick leave shall be grounds for dismissal by the School  
126 Board.

127 **d. Catastrophic Illness or Injury Leave**

128 i. A catastrophic illness or injury shall be defined as a medical condition not  
129 covered by Workers' Compensation requiring absence from work greater  
130 than fifty (50) working days of consecutive absence for a single illness or  
131 injury.

132 ii. An employee who sustains a catastrophic illness or injury may apply to

133 the Department of Compensation and Human Resource Planning for and  
134 receive, for use on a matching basis, supplementary catastrophic illness  
135 or injury leave not to exceed the number of regular, unused sick leave  
136 days that the employee had accumulated on the first day of the regular  
137 sick leave applied to the catastrophic illness or injury. Section (2)(D)  
138 excludes absences due to injury covered by Workers Compensation.

139 iii. Two (2) medical verifications of such catastrophic illness or injury shall be  
140 required. Employees shall fully cooperate with the Board and shall  
141 authorize the release of any medical records necessary. The Board shall  
142 satisfy itself that any claim for catastrophic illness or injury leave is  
143 legitimate and correctly states the facts. The Board may at its expense  
144 require an independent medical examination.

145 iv. The School Board's granting of matching leave days shall begin on the  
146 fifty-first (51<sup>st</sup>) scheduled work day of catastrophic illness or injury.

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

150 i. An employee who is injured in-the-line-of-duty may be entitled to a  
151 maximum of ten (10) non-cumulative leave days which shall not be  
152 charged against the employee's sick leave balance. This LOD leave will  
153 not exceed ten (10) school/business days per injury and ten (10) school  
154 days per school year. Requests for this leave shall be made on form  
155 PBSB 0032, which can be found on the District's Web site at  
156 [www.palmbeach.k12.fl.us/Records/FormSearch.asp](http://www.palmbeach.k12.fl.us/Records/FormSearch.asp), and this form is  
157 incorporated herein by reference as part of this Policy. All claims for such  
158 leave must clearly substantiate an injury received in carrying out assigned  
159 duties. Additionally, such paid leave shall only be awarded for the duty  
160 days for which the employee has been actively employed. After ten (10)  
161 school days have been exhausted, the employee may apply for unpaid  
162 leave if eligible.

163 A. Leave will not be payable under this section if the injury occurs while  
164 the employee is intoxicated; or while under the influence of any  
165 narcotic drug, barbiturates, or other stimulus not prescribed by a  
166 physician, to such extent as to deprive the employee of normal  
167 faculties to drive, be in actual physical control of, or operate, while on  
168 duty, any automobile, truck, or other vehicle, and the injury is caused  
169 primarily by the intoxication or impairment of the employee.

170 B. Leave will not be payable under this section to an employee when  
171 that employee willfully or intentionally causes injury to self or to

- 172                   others while on duty.
- 173                   C. If the injury is caused by the intentional refusal of the employee to  
174                   properly use equipment or observe safety rules required by statute or  
175                   this District, and said rules have been reviewed by the employee  
176                   prior to the accident, compensation as provided by Fla. Stat.  $\tilde{A}$ ,§  
177                   440.09(4) shall be reduced by twenty-five (25) percent.
- 178                   ii. When an employee can clearly demonstrate that the contracting of a  
179                   disease was from the school center or department to which he/she was  
180                   assigned, then the employee may qualify for a maximum ten (10) days of  
181                   non cumulative illness in-line-of-duty leave.
- 182                   iii. An absence for illness in-line-of-duty leave may be granted when the  
183                   employee can clearly demonstrate the contracting of an infectious or  
184                   contagious disease at the work location for which inoculations are not  
185                   available and exclusive of upper respiratory infections or complications  
186                   therefrom. Common colds, influenza or other illnesses common to the  
187                   public are not to be considered as illness in-line-of-duty. Further, this  
188                   contagious disease must be exclusive of upper respiratory infections or  
189                   complications therefrom and must be one for which inoculations are not  
190                   available.
- 191                   iv. In cases of unusual illness or injury in-the-line-of-duty, an employee may  
192                   make a request to the Superintendent or his/her designee for additional  
193                   compensated leave days. If the Superintendent or his/her designee is  
194                   satisfied that the condition warrants, additional leave days shall be  
195                   authorized.
- 196                   v. An employee who has a claim for compensation while absent because of  
197                   illness contracted or injury incurred as prescribed herein shall notify the  
198                   principal or department head as soon as such illness or injury is apparent  
199                   and shall file a claim by the end of each month or pay period as  
200                   requested during which such absence has occurred. The School Board  
201                   shall satisfy itself that the claim correctly states the facts and that such  
202                   claim is entitled to payment. An employee who has a claim under this  
203                   policy shall fully cooperate with the Board and shall authorize the release  
204                   of any medical records as necessary.
- 205                   f. **Sabbatical Leave.**-- After each six (6) consecutive years of satisfactory  
206                   service in the District, an employee may apply by letter submitted to the  
207                   Superintendent or his/her designee for a year's leave of absence for  
208                   educational travel, or professional academic advancement. Authorized leave  
209                   shall not break consecutive service. A person on leave may request and be  
210                   granted sabbatical leave. A fraction of a year exceeding one-half (1/2) of the

- 211 regular appointive period shall count as one (1) year's service.
- 212 i. The Board will pay retirement and Social Security contributions on the  
213 amount of salary actually paid the employee and will provide employment  
214 benefits, excluding sick and annual leave, which are provided a regular  
215 employee; however, any additional cost will be paid by the employee.
- 216 ii. Sabbatical leave for one-half (1/2) year may be granted if eligible under  
217 this provision with the further provision that said applicant shall not be  
218 eligible for additional sabbatical leave until eligibility is reestablished by  
219 six (6) more consecutive years of satisfactory service.
- 220 iii. Subject to budgetary constraints and considering the subject matter of the  
221 request, sabbatical leave shall be granted to qualified applicants  
222 according to the following criteria:
- 223 A. Sabbatical leave may be granted to the number of employees for the  
224 amount budgeted by the Board.
- 225 B. Sabbatical leave shall be granted based upon points earned.  
226 Applicants shall earn one point for each year of continuous service in  
227 the District over six (6) years. Applicants shall be considered in  
228 descending order of points earned.
- 229 C. Applications for subsequent sabbatical leaves after the first leave  
230 shall not be considered until all applications from employees with a  
231 lesser number of prior sabbatical leaves have been considered.
- 232 D. If applicants for sabbatical leaves are tied in total points, selection  
233 shall be determined by the Superintendent or a committee appointed  
234 by the Superintendent or his/her designee for this specific purpose.
- 235 iv. An applicant granted sabbatical leave shall receive one-half (1/2) of the  
236 annual base gross monthly salary according to the salary schedule. If it is  
237 found that a sabbatical leave recipient is violating the conditions of this  
238 leave, salary payments may be discontinued and the recipient shall repay  
239 all prior payments that were improperly received.
- 240 v. Sabbatical leave may be carried over from one school year into the next  
241 on a continuous basis not to exceed the per annum number of duty days  
242 of the applicant. Salary and benefits for a sabbatical leave extending over  
243 two (2) school years will be pro-rated based on the salary schedules of  
244 the years involved. Such leave commencing during the school year shall  
245 not be granted until a suitable replacement is provided for the position  
246 being vacated. Any carry-over of sabbatical leave from one school year  
247 into the next is not to be considered a part of the quota of leaves possible



- 248                   the second year.
- 249                   vi.   Requests for sabbatical leave applications shall be submitted to the  
250                   Superintendent or his/her designee not later than February 15th of each  
251                   year. Each applicant applying for sabbatical leave for professional  
252                   academic advancement shall submit information relative to the type of  
253                   work to be undertaken. Each recipient of such leave shall be required to  
254                   take sufficient graduate work leading to an advanced degree as to be  
255                   classified as a full time student by the college or university of attendance.  
256                   At the termination of such leave, proof that such graduate work has been  
257                   completed shall be filed with the Superintendent or his/her designee.
- 258                   vii.   Sabbatical leave shall not be considered a termination or breach of  
259                   contract of employment, and a person on such leave shall be returned to  
260                   the same position held prior to the granting of such leave and the year of  
261                   experience shall be counted for salary purposes; provided, however,  
262                   nothing contained herein shall preclude the Board, upon the  
263                   recommendation of the Superintendent in the event a position has been  
264                   abolished, a category of positions has been eliminated, or it is deemed in  
265                   the best interest of the school system, from reassigning such person upon  
266                   return to duty, to a similar, in compensation and responsibilities, position  
267                   as shall then be available.
- 268                   viii.   An employee who is granted a sabbatical leave shall sign a contract with  
269                   the District stating that:
- 270                   A.   The employee shall return to the District and serve an additional  
271                   three (3) school years following the expiration of the leave.
- 272                   B.   The employee shall repay the full amount of money received for the  
273                   sabbatical if the employee fails to return to the District.
- 274                   C.   The employee shall repay two-thirds (2/3) of the full amount of  
275                   money received for the sabbatical if the employee returns to the  
276                   District, but stays only one (1) year.
- 277                   D.   The employee shall repay one-third (1/3) of the full amount of the  
278                   money received for sabbatical if the employee returns to the District,  
279                   but stays only two (2) years.
- 280                   E.   The Superintendent or his/her designee may decide not to require  
281                   the provisions within subparagraphs (A), (B), (C) and (D) above  
282                   based on the needs and operation of the District or if the condition of  
283                   the employee's health is such that the employee files and is qualified  
284                   for disability retirement from the Florida public schools.

- 285 g. **Temporary Military Leave.**-- If the obligation for temporary military service  
286 cannot be met outside the time of contractual employment, temporary leave  
287 for military service with the United States Armed Forces or the Florida National  
288 Guard will be granted with pay not to exceed seventeen (17) days in any one  
289 annual period of compensation as provided in Fla. Stat. § 115.07, or the  
290 member of the staff may request uncompensated military leave. All efforts  
291 should be made to prevent such leave being taken during the time school is in  
292 session. Requests for temporary military service should be made by letter and  
293 filed with the Superintendent or his/her designee for Board action. If possible,  
294 this shall be done prior to the Board meeting preceding the date of leave.
- 295 h. **Regular Military Service Leave.**-- An employee who is required to serve in  
296 the United States Armed Forces or the Florida National Guard shall be granted  
297 military leave. Other than temporary personnel, an employee granted military  
298 leave shall receive full remuneration for the first thirty (30) days of active duty.  
299 After the initial thirty (30) day period, the employee shall receive partial pay in  
300 the amount equal to the amount necessary to bring the employee's military  
301 pay up to the level of his/her civilian pay minus supplements. The period of full  
302 pay and partial pay, collectively, shall continue for one calendar year and,  
303 thereafter, only at the discretion of the Superintendent or his/her designee and  
304 upon the approval of the School Board, based on the requirement of the  
305 efficient operation of the District School System and consideration what is fair  
306 to the employee.
- 307 i. While on active duty, the employee shall retain all seniority rights, efficiency  
308 ratings, promotional status, salary classification, pension benefits, and  
309 retirement privileges, as if continuously employed. Upon returning to the  
310 school system following completion of duty in the armed forces, the employee  
311 shall be treated as not having had a break in service. During the period in  
312 which the employee receives partial compensation, however, the employee  
313 shall not accrue additional sick, annual vacation, or personal days. During the  
314 partial-pay period, such employees will be treated as personnel on approved  
315 leave of absence; they shall be given the option of converting to military  
316 benefits or retaining their medical, dental, and/or vision benefits by paying full  
317 premiums.
- 318 j. Upon proper request for reemployment after returning from military service, an  
319 employee must be promptly reemployed.
- 320 k. Under 38 U.S.C. Chapter 43, an employee returning from military service must  
321 normally report to work and request reemployment within the following  
322 timeframes.
- 323 i. For service of 30 days or less, not later than the beginning of the first full  
324 regularly scheduled work day following completion of service, after

325 allowing for an eight (8) hour rest period following safe return to the place  
326 of residence.

327 ii. For service of 31 days or more but less than 181 days, within 14 days  
328 after completion of service.

329 iii. For service of 181 days or more, not later than 90 days after completion  
330 of military service.

331 l. During a non-instructional employee's absence on military leave, the position  
332 may not be filled by an interim employee during the first 90 days.

333 m. **Professional Leave.**-- Professional leave, as defined in SBER 6A-1.081, is  
334 leave granted to an employee to engage in activities which will result in  
335 professional benefit, advancements or job effectiveness including earning of  
336 college credits and degrees, or that will contribute to the profession of  
337 teaching. Subject to budgetary constraints, an employee may be granted three  
338 (3) consecutive weeks of professional leave during any fiscal year with  
339 compensation; such leave shall be cumulative not to exceed thirty (30) work  
340 days or not to exceed six (6) weeks. A professional leave request is made on  
341 form PBSO 0032 (TDE) that is located on the District's Web site  
342 at: [www.palmbeach.k12.fl.us/Records/FormSearch.asp](http://www.palmbeach.k12.fl.us/Records/FormSearch.asp), and this form is  
343 incorporated herein by reference as part of this Policy.

344 3. **Unpaid Leaves.** -- Initial requests and extension requests for leave of absence  
345 without pay for more than ten (10) days shall be made on forms PBSO 1666 and  
346 1650 (if applicable),. Form PBSO 0032 should be used for unpaid absences of less  
347 than ten (10) days. Forms [PBSO 1666](#) and 1650 can be found on the District's  
348 website at [www.palmbeach.k12.fl.us/Records/FormSearch.asp](http://www.palmbeach.k12.fl.us/Records/FormSearch.asp), and the forms are  
349 incorporated herein by reference as part of this Policy.

350 a. **Charter School Leave**

351 i. Only the following employee groups may apply for unpaid charter school  
352 leave:

353 A. Instructional Personnel; or

354 B. Personnel seeking employment at a conversion charter school  
355 (subject to the provisions of charter contract language).

356 ii. All other personnel accepting full-time employment at a charter school  
357 must resign their position with the Palm Beach County School District.

358 b. **Extended Professional.**-- Extended professional leave is leave without pay  
359 extending for more than thirty (30) consecutive duty days primarily for the

360 employee's benefit and that of the teaching profession. Extended professional  
361 leave, upon approval of the Superintendent, may be granted to any employee  
362 who has served satisfactorily and successfully in the District; provided that  
363 such leave shall not exceed a period of one (1) year.

364 c. **Voluntary Military Service Leave/Extended Service.**-- When an employee  
365 enters into active duty in the armed forces for temporary duty, training duty, or  
366 extended periods of service, military leave must be granted under the  
367 requirements of 38 U.S.C. Chapter 43.

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

374 e. **Personal Leave.**-- An employee requesting short-term or long-term personal  
375 leave shall make written application to the supervisor, stating reasons for such  
376 leave. Requests for extensions may be approved by the Superintendent or  
377 his/her designee on a year by year basis. The District shall satisfy itself in  
378 terms of the need for a requested leave.

379 i. Personal leave may be used to extend a leave of absence due to  
380 sickness when that sickness has extended beyond all compensable leave  
381 for the duration of up to one (1) calendar year when supported by doctor's  
382 statements verifying the necessity of the extended leave.

383 ii. An employee requesting return to duty who has served efficiently and  
384 exhibited those qualities called for in the position held prior to such leave  
385 will be given every consideration for reemployment provided the  
386 conditions of employment have been met and the request is supported by  
387 a doctor's statement certifying that his physical condition is satisfactory to  
388 return to normal duties.

389 f. **Maternity/Recovery and Child Care.**-- As set forth in greater detail in School  
390 Board Policy 3.76, an employee who is pregnant, adopting a child, or is  
391 receiving a foster child into the home, may request and be entitled to a leave  
392 of absence without pay for maternity or child care reasons to begin anytime  
393 during pregnancy (normally after recovery) or, in the case of adoption or foster  
394 child care, the receipt of custody. Leave may be granted for the remainder of  
395 the employee's term of appointment and may be extended for one (1)  
396 additional year provided that the total time away from the job is not more than  
397 eighteen (18) months. It is the responsibility of the employee to keep the  
398 supervisor informed so that appropriate administrative arrangements can be

399           made prior to return to duty.

400           g.   **Domestic Violence**

401           i.   Pursuant to Fla. Stat. § 741.313, if the employee, or a family or  
402           household member of an employee, is the victim of domestic violence,  
403           said employee may request and take up to three (3) working days of  
404           unpaid leave from work in any 12-month period for the following reasons:

405           A.   to seek an injunction for protection against domestic violence or an  
406           injunction for protection in cases of repeat violence, dating violence,  
407           or sexual violence;

408           B.   to obtain medical care or mental health counseling, or both, for the  
409           employee, or a family or household member, to address physical or  
410           psychological injuries resulting from the act of domestic violence;

411           C.   to obtain services from a victim-services organization, including, but  
412           not limited to, a domestic violence shelter or program or a rape crisis  
413           center as a result of the act of domestic violence;

414           D.   to make the employee's home secure from the perpetrator of the  
415           domestic violence or to seek new housing to escape the perpetrator;  
416           and/or

417           E.   to seek legal assistance in addressing issues arising from the act of  
418           domestic violence or to attend and prepare for court-related  
419           proceedings arising from the act of domestic violence.

420           ii.  Except in cases of imminent danger to the health or safety of the  
421           employee, or to the health or safety of a family or household member, an  
422           employee seeking leave from work under this section must provide to his  
423           or her employer notice, as appropriate, along with sufficient  
424           documentation of the act of domestic violence.

425           iii. An employee seeking leave under this section must, before receiving the  
426           leave, exhaust all annual or vacation leave, personal leave, and sick  
427           leave, if applicable, which is available to the employee.

428           iv.  All information relating to the employee's leave under this section is  
429           confidential and exempt from disclosure to the extent authorized by  
430           Florida law.

431           h.   **Sick leave without pay** may be granted, based upon the needs of the District,  
432           for employees who have used all accumulated sick leave, but who would  
433           otherwise qualify for sick leave.

- 434 4. **Sick Leave Donation to Family Members.**-- The District shall allow an employee  
435 to authorize his or her spouse, child, parent, sibling, domestic partner, or domestic  
436 partner's child who is also a District employee to use sick leave that has accrued to  
437 the authorizing employee. The employee will use form PBSD 1791, which is found  
438 on the District Web site at [www.palmbeach.k12.fl.us/Records/FormSearch.asp](http://www.palmbeach.k12.fl.us/Records/FormSearch.asp), and  
439 is incorporated herein by reference as part of this Policy.
- 440 a. The recipient family member may not use the donated sick leave until all of his  
441 or her own accrued sick leave has been depleted (excluding leave available  
442 from a sick leave pool, if the recipient participates in such leave pool).
- 443 b. Donated sick leave under this section shall have no terminal value, as  
444 provided in § 1012.61(2)(e); however, the remaining received credits may be  
445 donated to another family member under this section, or to another employee  
446 under section (5) below, or to a sick leave pool if the departing employee is a  
447 member thereof under section (6) below.
- 448 5. **Transfer of Annual or Sick Leave to Another Employee for Sick Leave.**-- A  
449 regular non-bargaining-unit employee may donate unused accrued annual leave or  
450 sick leave, in whole-day increments, to another regular non-bargaining-unit  
451 employee to use for leave for the recipient employee's serious illness, accident, or  
452 physical injury. The employee will use form [PBSD 2175](#), found on the District Web  
453 site at [www.palmbeach.k12.fl.us/Records/FormSearch.asp](http://www.palmbeach.k12.fl.us/Records/FormSearch.asp) and incorporated herein  
454 by reference as part of this Policy.
- 455 a. A regular employee may donate unused accrued sick leave under this section  
456 as long as the donating employee has completed at least six (6) years of  
457 service.
- 458 b. A regular employee may donate unused accrued annual leave under this  
459 section as long as the donation would not prevent him or her from taking any  
460 minimum required annual leave during that fiscal year.
- 461 c. Such donations shall be processed using an appropriate District form signed  
462 by the donor employee.
- 463 d. The donated leave shall not be accessible to the recipient until his/her own  
464 accrued sick leave and annual leave have been exhausted. Once accessible,  
465 the donated leave shall be transferred to the donee on an as-needed basis.
- 466 e. Donated leave under this section shall have no terminal value to the donee.
- 467 f. Any donated leave credits not used within twelve (12) weeks after donation  
468 shall revert to the donor.
- 469 6. **Sick Leave Pool** -- To allow participating full-time non-bargaining-unit employees

470 to pool accrued sick leave and disburse pooled leave to any participating non-  
471 bargaining-unit employee who is in need of sick leave beyond the amount he or  
472 she has personally accrued, the Board hereby authorizes the Superintendent to  
473 establish a sick leave pool in accordance with the following provisions pursuant to  
474 Fla. Stat. § 1012.61(3)(a)-(i):

475 a. The pool program shall be based upon the maintenance of reliable and  
476 accurate records showing the amount of sick leave which has been  
477 accumulated and is unused by employees.

478 b. Participation in a sick leave pool shall at all times be voluntary on the part of  
479 employees.

480 c. A full-time employee shall be eligible for participation in a sick leave pool after  
481 one (1) year of employment with the District, provided the employee has  
482 accrued at least twelve (12) days of unused sick leave and provided that a sick  
483 leave pool is established that allows participation by that particular employee.

484 d. Any sick leave pooled shall be removed from the personally-accumulated sick  
485 leave balance of the employee donating such leave.

486 e. Participating employees shall make equal contributions to the sick leave pool.  
487 The initial contribution shall be one (1) days amount of sick leave. After the  
488 initial contribution that the employee makes upon electing to participate, no  
489 further contributions shall be required except as may be necessary to  
490 replenish the pool. Any further contribution shall be equally required of all  
491 employees participating in the pool.

492 f. A participating employee is not eligible to use sick leave from the pool until all  
493 of his or her personally accrued sick leave has been depleted.

494 g. An employee may withdraw up to sixty (60) days of credits from the sick leave  
495 pool during any one fiscal year.

496 h. A participating employee who uses sick leave from the pool is not required to  
497 recontribute such sick leave to the pool, except as may be required of all pool  
498 members on an equal basis as necessary to replenish the pool, as provided in  
499 subsection (e) above.

500 i. An employee who chooses to no longer participate in the sick leave pool is not  
501 eligible to withdraw any sick leave already contributed to the pool.

502 j. Any sick leave time drawn from the pool by a participating employee must be  
503 used for that employee's personal illness, accident, or injury on an as-needed  
504 basis and shall have no terminal value to the employee. The Superintendent/  
505 designee is authorized to investigate the use or alleged abuse of sick leave by

506 a participating employee. Upon a finding of misuse or abuse, the employee  
507 shall repay all of the sick leave credits drawn from the sick leave pool and be  
508 subject to such other disciplinary action as determined by the School Board to  
509 be appropriate, up to and including termination.

510 k. Sick leave pool will not be paid in conjunction with Workers' Compensation.

511 STATUTORY AUTHORITY: Fla. Stat. §§ 1001.32(2); 1001.41[(1) & (2); 1001.43(11);  
512 1012.22(2); 1012.23(1); 1012.61(2)(e); 1012.61(3); 1012.66\*\*\*

513 LAWS IMPLEMENTED: Fla. Stat. §§ 115.07; 741.313; 1001.32(2); 1012.61; 1012.62;  
514 1012.63; 1012.64; 1012.65; 1012.66; 1002.33(12)(e), Fla. Stat.; Family and Medical  
515 Leave Act of 1993, 29 U.S.C. § 2602 et seq., 29 C.F.R. Part 825; Uniformed Services  
516 Employment and Reemployment Rights Act, 38 U.S.C. § 4301 et seq.

517 HISTORY: 11/29/76; 6/26/82, 12/11/85, 7/7/93; 4/28/2003 [1/18/2006, emergency rule  
518 adding sections 4, 5, and 6]; 4/5/2006; 2/27/2008; \_\_\_/\_\_\_/2012



Legal Signoff:

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

---

Attorney

---

Date