6Gx53-3.007 EMPLOYEE BENEFITS:

I. Health/Life Insurance**:** The Board shall provide full-time employees' health insurance and life insurance at no additional cost to the employee. The amount of life insurance coverage for each full-time employee is currently $20,000.00, but may be increased from time to time without modification to this provision.

A. Full-time Employee: For insurance purposes, a full-time employee is considered to be one who works at least 3-3/4 hours per day and 18-3/4 hours per week.

B. Options: Additional health and life insurance, dependant coverage, as well as dental and vision insurance will also be available at the employee's expense.

C. Eligibility: Each of the benefits will be available after the required waiting period as outlined in the benefits booklets.

D. Rejection: An employee may reject these benefits in writing.

E. Retirees**:** Employees who retired according to the following Florida Retirement System (FRS) definitions are given the option of continuing the School Board group health and life insurance.

1. Under the FRS Pension Plan, a "retiree" must have at least 6 years of service, be over 42 years of age, and be receiving a monthly retirement benefit.

2. Under the FRS Investment Plan, a "retiree" must have at least 6 years of service, have reached the minimum retirement age under the Internal Revenue Code (currently 59 1/2),or be deemed disabled by either Social Security or FRS.

II. Retirement: All School Board employees in regularly established positions are members of the Florida Retirement System (FRS). Members choose to participate in the FRS Pension Plan (defined benefit plan) or the Investment Plan. The rules and regulations that govern these plans can be found in Chapter 121, Florida Statutes, and Chapter 60s of the Florida Administrative Code.

III. Leave: Unless otherwise specifically provided by law, the granting of leave shall be at the discretion of the School Board. Except as otherwise provided in the various Collective Bargaining Agreements, these policies shall apply to all employees and are designed to protect the operation of the schools against undue interruption because of absence of personnel.

A. Procedures: No leave, except military leave, shall be granted beyond July 1st of the next fiscal year.

1. Advance Approval: Leave shall be officially approved in advance and shall not be granted retroactively; provided that leave for sickness or other emergencies may be deemed to be granted in advance if prompt report is made to the proper authority.

2. Automatic Renewal: Automatic renewal of leave shall not be granted. It shall be the responsibility of the employee on leave to request renewal.

3. New Application: A new leave application may be filed at the expiration of leave and new leave granted at the discretion of the School Board.

4. Termination: If no request for renewal is made, the employment relationship will be terminated.

B. Leave With Pay:

1. Temporary Duty Assignment for Military Leave: Employees will be granted temporary duty assignment for military leave up to seventeen (17) days, within a fiscal year, with pay as required by law. Such leave will be granted only after it has been determined that the active duty could not have been served during time that school was not in session. Also, see Section C. 5, Military Leave, for other provisions related to military leave.

2. Summer School Leave: Professional summer school leave will only be granted to employees to attend summer school as students receiving instruction and in no case will such leave be granted for those who accept positions as teachers or instructors for pay.

a. Personnel who are not appointed for employment in the Polk County system for the next school term will not be granted leave to attend summer school.

b. Personnel who were not employed during the preceding year cannot be granted summer school leave if they find it necessary to miss the opening of school or to be absent during pre-school because of college obligation.

c. No summer school leave will be granted while the students are still in school.

3. Sabbatical Leave: In situations where the school district is experiencing a critical shortage of teachers who are qualified in a particular field or area of expertise or with regard to a particular area of certification, a sabbatical leave may be granted to a teacher to enable that teacher to acquire the necessary training or qualifications to fill a position in that critical shortage area. Any sabbatical leave granted pursuant to this policy is subject to approval and recommendation by the Superintendent and final approval by the School Board and shall comply with Florida Statutes 1012.64

4. Injury/Illness-in-Line-of-Duty: Injury or illness-in-line-of-duty is granted up to a maximum of ten (10) days per fiscal year when any employee is absent because of personal injury received in the discharge of the employee's duties, or because of illness from any contagious or infectious disease contracted in school work.

5. Jury Duty and Subpoena Leave: Employees may be paid full salary for jury duty or if summoned by subpoena to serve as a witness. An employee so called as a juror or witness will return to duty as soon as possible if dismissed by proper authority. This provision shall not apply in those matters involving an employee's personal litigation.

6. Personal Leave Chargeable to Sick Leave: Employees shall be permitted to be absent six (6) days each fiscal year for personal reasons or as otherwise provided in the various Collective Bargaining Agreements.

a. Sick Leave: Such absences shall be chargeable to sick leave.

1) Request for such leave shall be submitted by the employee through established procedures and shall be approved or granted in advance.

2) Provided, however, if the need for such leave is of a nature to make advance application impossible, such leave shall be authorized and granted if prompt report and adequate cause is made and shown to the proper authority.

b. Non-Cumulative: This leave shall be non-cumulative.

7. Sick Leave: Full-time employees who are unable to perform their duties because of personal illness, or illness or death of father,

mother, brother, sister, husband, wife, child or other close relative, or member of the employee's household shall be entitled to sick leave.

a. Physician's Certificate: The Superintendent may require a certificate of illness from a licensed physician or from the county health doctor.

b. Earned Sick Leave: Sick leave shall not be used prior to the time it is earned and credited to the employee. Employees shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment.

1). Non-Instructional Personnel: Non-instructional personnel shall be entitled to four (4) days of sick leave after the first month of employment of each contract year and shall thereafter earn one (1) day of sick leave for each month of employment.

2). Instructional Personnel: Instructional personnel shall be entitled to four (4) days of sick leave as of the first day of employment of each contract year and shall thereafter earn one day of sick leave for each month of employment.

c. Cumulative Sick Leave: Sick leave shall be cumulative from year to year and shall be taken only when necessary because of sickness.

d. No Accrual Limit: There shall be no limit on the number of days of sick leave which an employee may accrue except that at least one-half (1/2) of this cumulative leave must be established within the district granting such leave.

e. Use of Sick Leave by Family Members: District employees may donate sick leave to their spouse, child, parent, or sibling who is also a District employee. The recipient must use donated days before drawing leave from the sick leave bank, if they are a member. Pursuant to Florida Statute 1012.61 donated sick leave, as provided herein, does not accrue terminal leave value.

8. Sick Leave Bank: The Polk County School Employees' Sick Leave Bank shall be established when fifteen-hundred (1,500) sick leave days has been deposited. The Sick Leave Bank shall be

governed by a committee comprised of employees of the School Board. The committee shall have the authority to adopt and amend guidelines in addition to the following:

a. Voluntary Participation: Participation in the Sick Leave Bank shall at all times be voluntary.

1). Eligibility: Any full-time employee shall be eligible for participation in the bank provided that the employee has accrued a minimum of fifteen (15) days of unused sick leave.

a) A member with a 10 or 11 month work schedule must have exhausted all accumulated sick leave. Benefits will be paid on the 1st day after the exhaustion of sick leave. A member with a 12 month work schedule must have exhausted all accumulated sick leave and have missed five (5) consecutive workdays without sick leave pay. Benefits for a member with a 12 month work schedule will be paid beginning the sixth (6th) day.

b) Any employee who chooses to no longer participate in the Sick Leave Bank shall not be eligible to withdraw any sick leave already contributed to the bank.

2). Contribution: All participating employees shall initially contribute a maximum of one (1) day of accrued sick days.

a) Any sick leave pooled pursuant to this section shall be removed from the employee's accumulated sick leave balance.

b) After the initial contribution, no further contribution shall be required except as may be necessary to replenish the bank. Contributions to replenish the bank shall be equally required of all participating employees.

c) A participating employee who uses sick leave from the bank shall not be required to

contribute additional sick leave to the bank except as otherwise provided in this section.

3). Withdrawal from Sick Leave Bank: Any sick leave time drawn from the bank by a participating employee must be used for said employee's personal illness, accident, or injury.

a) The maximum number of days a participant may withdraw from the bank shall be fifty (50) days per illness.

b) Terminal cases will be considered on an individual basis but will not exceed fifty (50) additional days.

b. Abuse of Sick Leave Bank: Alleged abuse of the Sick Leave Bank shall be investigated and on a finding of wrongdoing, the employee shall repay all of the sick leave credits drawn from the Sick Leave Bank and be subject to other disciplinary action as determined by the School Board to be appropriate.

C. Leave Without Pay (or with Partial Payment for Military Leave, C. 5):

1. Personal Leave: Absence because of illness beyond accumulated sick leave shall be processed as personal leave.

a. Personal Responsibilities: Employees should examine their personal responsibilities before accepting employment responsibilities to determine if excessive requests for personal leave will be made.

1) Employees are expected to give priority to their responsibilities and to request personal leave only under necessary circumstances.

2) All requests for personal leave must be approved by the employee's immediate supervisor before being submitted to the Superintendent.

b. Continuing or Professional Service Contract Personnel: Personal leave up to one (1) year may be granted for administrative and instructional personnel who are on continuing contract or professional service contract and who have seven (7) years of continuous service in the Polk

County system. This leave will not be granted to anyone that has accepted gainful employment with another educational institution or agency. If an employee during the period of such extended personal leave accepts gainful employment with another educational institution or agency, then the extended personal leave shall be terminated.

1) This does not mean the same as personal leave defined by the Florida Retirement System.

2) Upon termination of this leave period, no position is assured the returning person except that of classroom teacher.

2. Medical Leave: Employees may be granted up to twelve (12) months of unpaid medical leave without benefits for illness to themselves or members of their household or as otherwise provided in the various Collective Bargaining Agreements.

a. Unusual Circumstances: The Superintendent may grant an employee an additional twelve (12) months of unpaid medical leave in cases involving unusual medical problems.

b. Physician's Statement: A statement of medical justification from a licensed physician must accompany the application for leave and a statement from a licensed physician indicating a fitness to return to duty will also be required for reinstatement from leave.

c. Notice of Return from Medical Leave: Employees returning from a medical leave of more than forty-five (45) days must notify the Superintendent at least two weeks in advance of the date they plan to return and shall have the right to return to the same or equivalent position.

3. Parental Leave: A parental leave of absence may be granted to any employee for up to twelve (12) months for the purpose of child-rearing commencing at the birth of a child or the date of adoption of a child.

a. Child Birth/Sick Leave: Childbirth shall be treated as an illness. Accumulated sick leave may be used during pregnancy and may be used following the birth of a child until such time as the employee and child are released by their physician.

b. Adoption/Sick Leave: Employees may use accrued sick leave for adoption purposes. This leave would include pre-adoption days as well as days used to complete the adoption process.

c. Medical Leave: If an employee has exhausted sick leave or does not wish to use sick leave for child birth or adoption, the employee may be granted medical leave.

d. Returning from Parental Leave: Employees shall have the right to return to the same or equivalent position and shall notify the Superintendent at least two weeks in advance of the date they plan to return to employment or as otherwise provided in the various Collective Bargaining Agreements.

4. Public Office Leave: Upon annual application, employees may be granted a leave of absence without pay up to six (6) years to serve in public office. Upon return from such leave, the employee shall be offered a position in the District for which the employee is certified and qualified.

5. Military Leave: Military leave will be granted without pay to employees who serve in the armed forces of the United States or this state as required by law:

a. Re-Employment: At the termination of duty, employees must make application for re-employment within six (6) months following the date of discharge or release from active duty.

b. Reassignment: The School Board shall have a period not to exceed six (6) months to reassign the employee to duty in the school system.

c. Seniority: Employees who are required to serve in the military are entitled to seniority as if continuously employed during the time of military service.

6. Professional Leave: Up to a year's professional leave may be granted to administrative and instructional personnel who hold a continuing contract or who are eligible and have been recommended for a professional services contract. Such leave shall be granted for the purpose of engaging in full-time activities which will result in the employee's professional benefit or advancement.

7. Family and Medical Leave: Florida Statutes and State Board of Education Rules fix the responsibility of the Board and Superintendent with regard to compliance of the Family and Medical Leave Act of 1993. The publication, Family and Medical Leave Procedures, shall constitute Board Rules for the administration of the Family and Medical Leave Policy. Provisions of the Family and Medical Leave Procedures may be waived or revised by action of the School Board provided such action is not in conflict with Florida Statutes or State Board of Education Rules.

8. Teacher Charter School Leave:

a. Teachers. Teachers may apply for leave to teach in a charter school. The School Board will not require resignation of teachers desiring to teach in a charter school. Teachers granted such leave by the school board are not required to be on a continuing or professional services contract and shall not be subject to the seven (7) continuous years' service requirement.

b**.** Administrators**.** Administrators holding a teacher contract may apply for leave to work at a charter school. Such leave will be granted on the basis of their teacher contract. Administrators taking leave to work at a charter school shall be deemed to have surrendered their PCSB annual contract as administrators upon commencement of work at a charter school. Should an administrator on leave elect to return to work at the District, he or she shall be entitled to return pursuant to the terms and conditions of their teacher contract. Administrators who take charter school leave may apply for any administrative openings advertised within the Polk County Schools; however, no preference or job placement for an administrative position is guaranteed once an administrator surrenders his or her annual administrative contract in order to work in a charter school.

c. Other Employees**.** Employees other than teachers and administrators may apply for leave to work in charter schools. The granting of such leave shall be in the sole discretion of the School Board.

d. Insurance and Retirement Benefits**.** It shall be the sole responsibility of the charter school site to provide insurance and retirement benefits to charter school employees. With respect to their employment with the District, during any

period of leave, employees shall maintain the following at the same time level as when leave commenced:

1) Credit on the salary schedule

2) Credit for seniority

3) Credit for accumulated sick leave

4) Maintenance of membership in the sick leave bank.

Under no circumstances will the School Board bear any cost for pay grade, retirement, or other benefits while an employee is on charter school leave.

e. Terminal Leave and Sick Leave**.** The value of terminal leave and sick leave of employees taking charter school leave shall be calculated and fixed as of the time the employees begins leave. Under no circumstances will the School Board make any additional contributions or otherwise increase the value of such benefits after the employee begins leave. Employees electing to terminate their employment during charter school leave and receive terminal pay and sick leave shall be compensated at the amount calculated and fixed as of the time leave began.

f. Other Terms and Conditions**.** Charter school leave shall further be subject to the terms and conditions contained in the appropriate collective bargaining agreement, the applicable charter school contract entered into as between a charter school and the School Board, any other contractual agreement as between a charter school and the School Board, and Florida law.

g. Notice of Intent to Return**.** Employees on charter school leave shall give the School Board written notice of their intent to return at least 60 days prior to the beginning of the semester they wish to return.

h. Requirement for Annual Renewal**.** Charter school leave must be renewed annually. It is the sole responsibility of the employee on leave to submit an annual leave form to the District's personnel department on or before March 15th of each year if they wish to renew their charter school leave for the following school year. Employees who do not submit the

required annual leave form on or before March 15th will be considered to have voluntarily terminated their employment, and will no longer be eligible for any benefits or other consideration under this leave policy.

9. Domestic Violence Leave: Employees may take up to three working days of leave, without pay, from work in any 12-month period if the employee or a family or household member of an employee is the victim of domestic violence pursuant to Florida Statute 741.313.

IV. Vacation**:**

A. Rate of Payment: Payment for vacation shall be at the employee's current daily rate of pay.

B. Years of Service: Vacation leave for twelve month personnel is established by the employee's continuous and creditable years of service in the Polk County school system under a contract for nine (9) months or longer. For the earning of vacation leave this policy will not be retroactive.

1. Zero years to 5 years of service - 13 days per year

2. Over 5 years to 10 years of service - 16-1/4 days per year

3. Over 10 years of service - 19-1/2 days per year

C. Advance Notice: Requests for vacation leave must have prior approval from the immediate supervisor and should be planned in advance so that the normal operation can be realized, or as otherwise provided in the various Collective Bargaining Agreements.

D. Previous Service Credit: Those employees accepting a full-time twelve (12) month position with previous service with the Polk County school system in a nine (9) month or eleven (11) month position shall be granted vacation credit for the years of previous service.

E. Continuity: Any service break of more than three (3) days without leave will break continuity and the employee must start at zero years if re-employed. This section does not apply to those employees placed on the displaced list or those employees subject to layoff by action of the Board.

F. Accrued Vacation Leave**:** Vacation leave earned during the pay period shall be credited to the employee on the last day of that pay

period. Vacation leave shall not accrue during any leave of absence; however, any accumulated vacation on record at the time of the granting of leave will remain on the records for future use by, or payment to the employee.

G. Payment for Unused Vacation Leave: Payment for unused vacation leave shall be made to the employee at the time of termination of employment, transfer out of a vacation-earning position, entering the Florida Retirement System DROP Program, or to the employee's beneficiary or estate at the employee's death, or as otherwise provided by law.

H. Maximum Carry Over / Payout:

1. Maximum Carry Over: Employees who have been on approved leave of absence for 90 days or more during any calendar year, or employees who are on approved leave of absence as of the end of the calendar year and who are on uninterrupted leave which started after October 1st may carry forward up to 480 hours of vacation leave to the next calendar year. Any other employee may carry forward no more than 320 hours of vacation to the next calendar year.

2. Maximum Payout: Payout for accrued vacation leave may not exceed 480 hours of actual payment (for DROP participants, these 480 hours would include any payment made to the employee upon entering the DROP Program).

V. Terminal Pay: The Board shall provide terminal pay for accumulated sick leave to all employees who have worked for the Board at least one (1) year; or to the employee's beneficiary, without regard to length of service, if service is terminated by death. These provisions shall apply to all employees unless otherwise provided for in the various Collective Bargaining Agreements.

A. Approved Leave: For employees on approved leave who terminate employment upon termination of the leave, the daily rate of pay shall be the rate of pay the employee would have been earning if he/she, at the effective date of termination of the leave, had actually been serving in the position from which leave was granted; however, experience credit will not be awarded for leave time unless otherwise provided by Board policy or other Board action.

B. Covered Persons: This provision is expressly intended to cover all persons on leave, including those on leave pursuant to paragraph C-4, Public Office Leave.

C. Calculations: Calculations shall be made as follows:

1. Second and Third Years of Service: During the second and third years of service, the daily rate of pay at termination multiplied by 35% times the number of days of accumulated sick leave;

2. Fourth, Fifth, and Sixth Years of Service: During the fourth, fifth, and sixth years of service, the daily rate of pay at termination multiplied by 40% times the number of days of accumulated sick leave;

3. Seventh, Eighth, and Ninth Years of Service: During the seventh, eighth, and ninth years of service, the daily rate of pay at termination multiplied by 45% times the number of days of accumulated sick leave;

4. Ten Years of Service: During and after ten years of service with the Board, the daily rate of pay at termination by 50% times the number of days of accumulated sick leave;

5. Exceptions: Payment for sick leave earned prior to July 1, 1985, and after thirteen years of service in Polk County, shall be paid at 100% of the daily rate of pay at the time of conclusion of service with the Polk County School Board.

Statutory Authority: Florida Statutes 1001.32, 1001.41, 1001.42, and 1001.43

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