

ARTICLE XX - PAID LEAVES

20.1 Sick Leave. Teachers who are employed on a full-time basis and who are unable to perform their duties because of their own illness, or because of the illness or death of father, mother, brother, sister, husband, wife, child or other close relative (including in-laws) or member of their own household, shall be entitled to sick leave. Sick leave shall be credited as follows:

Each member of the instructional staff employed on a full-time basis 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 (1) day of sick leave for each month of employment, which shall be credited to the member at the end of that month and which shall not be used prior to the time it is earned and credited to the member. However, the member 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. The maximum number of sick leave days that can be earned is twelve (12). Such leave shall be taken only when necessary because of sickness as herein prescribed. Such sick leave shall be cumulative from year to year. There shall be no limit on the number of days of sick leave a member of the instructional staff may accrue, except that at least one-half of this cumulative leave must be established within the District granting such leave.

20.1-1 In the instance of an employee who has been the subject of disciplinary action for absenteeism, the Superintendent may require a certificate of illness from a licensed physician or mid-level practitioner for any illness-related teacher absence.

20.1-2 Sick leave for teachers working beyond regular 196-day contract, including summer school teachers, will be calculated to the nearest 1/2 day using a 19.6 divisor.

20.1-3 Each teacher will be given written notice of his/her accrued sick leave with each paycheck.

20.1-4 A teacher shall have the right to use sick leave in one-half (1/2) day units. Sick leave may be used in hourly increments per School Board Policy 3430.03. Any hour amount greater than 3 hours may result in a one-half (1/2) day or full day leave.

20.1-5 Sick Leave Bank. The Polk School Employee's Sick Leave Bank shall be maintained in accordance with the provisions established by the Sick Leave Bank Committee. The Association shall appoint members to the Sick Leave Bank Committee in proportion to the percentage of its members in the Bank.

20.1-6 A teacher working a 12-month schedule who has exhausted accrued sick leave may use accrued vacation leave without providing advanced notice for up to 40 hours (based on an eight (8) hour workday) per fiscal year (July 1 – June 30). An employee working four (4) hour days may use up to 20 hours per fiscal year. Written verification from a licensed physician is required for use of vacation leave in lieu of sick leave.

20.1-7 A teacher working a 12-month schedule with accrued vacation leave may use no more than twenty (20) consecutive days of vacation leave, calculated at the teacher's regularly scheduled daily work hours. Vacation leave requests in excess of twenty (20) consecutive days will not be approved. Employees who use twenty (20) consecutive eight (8) hour vacation leave days must return to work for a minimum of 45 calendar days before an additional leave request in excess of five (5) days will be considered. Nothing in this guideline should be interpreted in such

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a way as to interfere with an employee's right to use sick leave, Family and Medical Leave Act (FMLA) leave, or Medical leave in accordance with law and Board Policy.

20.1-8 Sick Leave Transfer/Donation: Any employee who wishes to donate (authorize transfer of) sick leave to another employee shall be able to do so within School Board Policy. Should there be a change in Florida Statutes and/or School Board Policy, both parties agree to impact bargain those potential changes. The receiving employee must submit an Application for Sick Leave Donation.

Donating Employee:

- i. An employee may donate (i.e., authorize transfer of) any amount of their accrued sick leave to another Board employee. The authorizing employee must have at least ten (10) days of sick leave remaining after the donation is made.
- ii. Once approved, a donation cannot be retracted by the donor.
- iii. Any transferred sick leave that is not used as anticipated shall be returned to the authorizing employee upon the recipient's return to work.
- iv. In the case of multiple donors, unused leave will be returned to each donor proportional to the amount donated to total amount donated. Donated sick leave will have no value for recipient's terminal pay.

Receiving Employee:

- i. To be eligible to receive leave, the employee must:
 - a. Have exhausted all accrued and credited paid leave,
 - b. Complete and submit all required forms and supporting documentation to the Risk Management and Employee Benefits Leave Office, and
- ii. An Application for Sick Leave Donation must be submitted along with the physician's statement.
- iii. Employees may receive up to 200 donated hours within a 12-month period.

The Sick Leave Donation Committee shall be established to review applications for sick leave donation exceeding 200 hours per event within a 12-month period. This committee will consist of three (3) members appointed by the Superintendent, and

three (3) appointed by the PEA president. The District's chief negotiator and PEA president serve as ex-officio members of the committee.

20.2 Personal Leave Chargeable to Sick Leave. Teachers shall be permitted to be absent six (6) days each school year for personal reasons and these days shall be charged against accrued sick leave when used. This leave shall be non-cumulative. A teacher planning to use a personal leave day or days shall notify his/her principal or immediate supervisor at least one day (24 hours) in advance. The teacher shall not be required to give reasons for such leave except on such days as specified in this article. Sick leave used for personal reasons may not be used during the first five (5) days or the last five (5) days in which the students are in attendance, or immediately before or after the scheduled holidays of Labor Day, Thanksgiving, Winter Break, Spring Break, Memorial Day, preceding or following recognized holidays provided students are in attendance, or on a Staff Development Day as designated in the District Calendar, except in case of emergency. The teacher shall be required to give reasons when claiming an emergency. Teachers shall not be required to use personal leave chargeable to sick leave to attend a conference when their attendance is required by the administration.

(Renumber as needed by CBA) Paid Parental Leave: Up to fifteen (15) consecutive workdays of paid parental leave will be approved for any employee covered under the Association's Collective Bargaining Agreement within the child's first year. This leave is available only during the durations of the employee's contractual year and cannot be accrued, banked, donated/transferred to another employee.

Application and Documentation:

- 1. Birth: An application for leave, accompanied by a written statement from a licensed medical provider verifying the pregnancy with an estimated date of delivery, must be submitted to the Risk Management no later thirty (30) days prior to estimated date of delivery. In the event of emergency delivery, the application for parental leave will be accepted within thirty (30) days of birth.**
- 2. Adoption: An application for leave, accompanied by documentation of formal adoption approved from a recognized court or agency, must be submitted to Risk Management within two (2) weeks of the official adoption approval.**

Conditions of Paid Parental Leave:

- 1. Parental leave may not be used intermittently unless expressly approved in writing by the Superintendent or Designee for medical necessity consistent with applicable law.**
- 2. Employees may use accrued sick or vacation leave after the fifteen (15) day allotment of parental leave has been utilized to maintain pay during the Family Medical Leave Act (FMLA) or other approved leaves consistent with the CBA, Board Policy, State, and Federal laws.**

3. Parental leave does not extend or modify other rights afforded under FMLA or related federal/state statutes. Employees are responsible for meeting any additional FMLA notice requirements if they wish to run FMLA concurrently.

20.3 Bereavement Leave. An employee may be granted up to two (2) additional paid days of Bereavement Leave for the death of an immediate family member, which is defined as father, mother, brother, sister, husband, wife, child or member of their own household. Bereavement leave is also available for the following extended family members, which is defined as grandparent, grandchild, aunt, uncle, mother in-law, father in-law, brother in-law or sister in-law. Bereavement Leave is not transferrable or accruable and must be used within thirty (30) calendar days of the death. Application shall be made to the immediate supervisor in advance whenever possible. The employee will not be paid Bereavement Leave during non-scheduled workdays. Employees must provide a copy of the obituary, funeral notice, or other satisfactory document attached to the Employee Application for Leave Form. Details about the family member's relationship may be required.

20.4 Illness in Line of Duty Leave. Illness in the line of duty is granted up to a maximum of ten (10) days per year when any teacher is absent from his/her duties because of personal injury received in the discharge of his/her duty, or because of illness from any contagious or infectious diseases contracted in schoolwork. Any personal injury received while on duty will be considered as a qualifying injury under this policy, provided the injury is reported to the immediate supervisor within twenty-four hours or by the end of the next workday. Any employee who has claim for compensation while absent because of illness/injury incurred on the job shall file a claim within five (5) working days following his/her return from such absence. Contagious or infectious diseases refer to those normally related to children such as measles, chicken pox, and mumps. Additional emergency sick leave may be granted out of local funds for such terms and under such conditions as the Board shall deem proper.

20.5 Verification of Leave. Upon return from leave the teacher will provide the necessary claim form for verification of absence to his/her principal/supervisor within five (5) workdays in accordance with §1012.61, *Florida Statutes*.

20.6 Professional Summer School Leave. Teachers who wish may apply for leave to attend summer school.

20.6-1 Teachers who have not been reappointed to teach in Polk County the next school term will not be granted professional leave, and personnel who were not employed during the preceding year cannot be granted professional leave if they find it necessary to miss the opening of school or to be absent during pre-school because of college obligation.

20.6-2 Five (5) days of professional summer school leave with pay may be granted to teachers attending colleges or workshops when the schedules are such that leave is necessary. The application for such leave must state the last day of registration or entry that can be made without penalty. Any leave exceeding five days must be personal leave. No summer school leave will be granted while the students are still in attendance. Teachers may appeal this decision to the personnel division for review and possible approval by the Superintendent.

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20.6-3 Professional summer school leave will only be granted to personnel 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.

20.7 Jury Duty. Any teacher who is called for jury duty, subpoenaed as a witness in a case not involving personal litigation, subpoenaed by a court as a result of job related incidents, or as a witness on behalf of the Board shall be given leave and paid his/her full salary. The teacher must return to duty if he/she is dismissed from further duty by 11:00 a.m.

20.8 National Guard and Reserve Training Leave. Teachers who are members of a national military reserve unit or the National Guard ordered to active or inactive training duty during the regular school year shall be compensated up to 240 hours in any one (1) annual period to participate in required training exercises, without loss of accumulated leave. Supporting documentation may be required upon application for military training leave.

20.9 Temporary Duty Assignment. Teachers may request and may be granted temporary duty reassignment at the discretion of the Superintendent. Such temporary duty shall be considered equal to the regular duties of the individual, and teachers performing such assigned temporary duties shall not be considered to be on leave. Temporary duty reassignment may be granted upon request for attendance at state, regional or national academic area conferences. Special consideration shall be given for those persons who hold office in such organizations and/or have been invited to make a major presentation at said conference.

20.10 Teachers who fail to notify their principal or immediate supervisor prior to taking a leave for which they wish to be paid may be charged with personal leave without pay, except in case of emergency.

20.11 Upon notice to the principal/immediate supervisor, adoptive parents may use no more than five (5) days of accrued sick leave after exhausting personal leave chargeable to sick leave for adoption and/or prior to receiving custody to fulfill verified requirements for adoption which require the teacher's absence from school.

20.12 Administrative Leave. The Superintendent has the authority to place an employee on administrative leave if the Superintendent believes that it is in the best interests of the students, staff, or community.

20.12-1 If an administrative leave extends beyond ten (10) workdays, the employee and the Association will be notified by the Director of Labor and Employee Relations, or his/her designee, the reasons for the extension.

20.12-2 The employee placed on administrative leave will continue to receive full pay. All rules for active employees will continue to apply.

20.13 Military Leave. Teachers who are service members of the National Guard or a reserve component of the Armed Forces of the United States shall be granted leave to perform active military service under the provisions of federal law and §115.14, *Florida Statutes*. The first thirty (30) days of any such leave shall be with full pay. Employees on military leave shall be paid the difference between their School Board salary and their military salary, if their military salary is less. Extended leave of absence for additional or longer periods of time for assignment to duty functions of a military character shall be without pay. Teachers on military leave may substitute

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accrued paid vacation for unpaid leave, as applicable. However, sick leave and vacation leave will not accrue for unpaid or partially paid military leave time.

The Board shall continue to provide Board-paid health insurance and basic group term life insurance as outlined in Article 23.

Life and Disability coverage can be continued for activated reservists, subject to continued payment of premiums for the longest leave period allowed under the current group policy.

Coverage for currently enrolled reservists' dependents can be continued with premium payment for as long as the reservist remains an employee. This coverage will end if the reservist does not return to work within 90 days after discharge or for any reason provided in the terms of the School Board's insurance policy.

When insurance for activated reservists and their dependents ends, both insured employees and their dependents may convert to individual policies.

Employees are responsible for any missed payroll deductions for dependent insurance or employee-paid supplemental (voluntary) benefits. Employees may also elect to change their benefits within 31 days of the effective date of the unpaid leave.

Upon completion of the tour of duty, teachers must make application for reemployment within six (6) months following the date of discharge or release from active duty. The District shall have a period not to exceed ninety (90) days to reassign the employee to duty in the District. In accordance with federal law, the teacher shall return to his/her former position, if available, or be offered a similar position for which he/she is fully qualified.

20.15 Association Officer Leave: The Board agrees to grant temporary duty leave to the president and one (1) other officer of the Association during his/her term of office.

Upon election, the president and one (1) other officer shall apply for Association leave for the term of their office in writing to the Superintendent. The President and one (1) other officer shall remain an active employee and shall suffer no loss in benefits during his/her service. The President and one (1) other officer shall be compensated at his/her teacher salary for 196 days per year, shall receive credit toward annual salary increments, and shall be allowed to remain a part of the health plan and benefit programs to the extent allowed by law.

The Association shall reimburse the District within thirty (30) calendar days upon receipt of an invoice for any and all costs incurred during this period of full time temporary duty assignment, to include, but not limited to costs of salary, payroll taxes, retirement contribution, health plan contribution, workers' compensation, and other benefits and/or any other payments present or future incurred by the Board as a result of this arrangement.

Upon return from such leave, the teacher shall be placed in a teaching position in the District for which he/she is fully qualified.

20.16 Association Leave Days: The School Board will provide up to sixty (60) days to be used as Association Leave Days cumulatively for all Collective Bargaining Agreements covered by the association. The Polk Education Association agrees to reimburse the District for the cost of substitutes if a substitute fills the open job number.