The School District of Palm Beach County, FL  
Sick and Annual Leave Payout Expenditures  
General Fund

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<th>Sick</th>
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<td>856,090</td>
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* Year to date, as of 3/29/11.

District Leave Payout Liability  
as of 6/30/10

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3/29/11
LEAVE PAYOUT DISCUSSION

Executive Summary

The following documents are attached to assist our discussion regarding the District’s current policy and collective bargaining unit language regarding the payout of accumulated leave:

1) State Statute governing payout of accumulated leave
2) District Policy 3.20 – Resignation and Termination of Employment (terminal pay for unused leave)
3) Teachers Bargaining Unit language governing leave payout
4) SEIU/FPSU Bargaining Unit language governing leave payout
5) AESOP Bargaining Unit language governing leave payout
6) PBA Bargaining Unit Language governing leave payout

Additionally, we will bring as a handout, a brief survey of the other Florida Urban Districts and select surrounding counties policies regarding leave payouts.

Generally, State Statute provides that a “District School Board may establish policies to provide terminal pay for accumulated sick leave .... not to exceed an amount determined as follows” which goes on to describe the maximum permissible payout amounts which begin at 35% of accumulated sick leave in the first 3 years of employment and scale up to 100% payout during and after the 13th year of service. As described in the attached policies and collective bargaining agreements, generally, the District provides for payout of sick leave, after a vesting period of 6 years, at the maximum allowable limits provided by Statute. In general, annual leave is currently capped at 480 hours.

We are looking forward to our discussion.
Title XLVIII  
K-20 EDUCATION CODE  
Chapter 1012  
PERSONNEL

1012.61  
Sick leave.—

(1)  ELIGIBILITY.—Any member of the instructional staff or any other employee of a district school system employed on a full-time basis in the public schools of the state who is unable to perform his or her duty in the school on account of personal sickness, accident disability, or extended personal illness, or because of illness or death of father, mother, brother, sister, husband, wife, child, other close relative, or member of his or her own household, and consequently has to be absent from his or her work shall be granted leave of absence for sickness by the district school superintendent or by someone designated in writing by the district school superintendent to do so.

(2)  PROVISIONS GOVERNING SICK LEAVE.—The following provisions shall govern sick leave:

(a)  Extent of leave.—

1. Each member of the instructional staff employed on a full-time basis is entitled to 4 days of sick leave as of the first day of employment of each contract year and shall thereafter earn 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 may not be used before it is earned and credited to the member. Each other employee shall be credited with 4 days of sick leave at the end of the first month of employment of each contract year and shall thereafter be credited for 1 day of sick leave for each month of employment, which shall be credited to the employee at the end of the month and which may not be used before it is earned and credited to the employee. However, each member of the instructional staff and each other employee is entitled to earn no more than 1 day of sick leave times the number of months of employment during the year of employment. If the employee terminates his or her employment and has not accrued the 4 days of sick leave available to him or her, the district school board may withhold the average daily amount for the days of sick leave used but unearned by the employee. Such leave may be taken only when necessary because of sickness as prescribed in this section. The sick leave shall be cumulative from year to year. There shall be no limit on the number of days of sick leave which a member of the instructional staff or an educational support employee may accrue, except that at least one-half of this cumulative leave must be established within the district granting such leave.

2. A district school board may establish policies and prescribe standards to permit an employee to be absent 6 days each school year for personal reasons. However, such absences for personal reasons must be charged only to accrued sick leave, and leave for personal reasons is noncumulative.

3. District school boards may adopt rules permitting the annual payment for accumulated sick leave that is earned for that year and that is unused at the end of the school year, based on the daily rate of pay of the employee multiplied by up to 80 percent. Days for which such payment is received shall be deducted from the accumulated leave balance.

4. A district school board may establish policies to provide terminal pay for accumulated sick leave to instructional staff and educational support employees of the district school board. If termination of employment is by death of the employee, any terminal pay to which the employee may have been entitled may be made to his or her beneficiary. However, such terminal pay may not exceed an amount determined as follows:
a. During the first 3 years of service, the daily rate of pay multiplied by 35 percent times the number of
days of accumulated sick leave.
b. During the next 3 years of service, the daily rate of pay multiplied by 40 percent times the number of
days of accumulated sick leave.
c. During the next 3 years of service, the daily rate of pay multiplied by 45 percent times the number of
days of accumulated sick leave.
d. During the next 3 years of service, the daily rate of pay multiplied by 50 percent times the number of
days of accumulated sick leave.
e. During and after the 13th year of service, the daily rate of pay multiplied by 100 percent times the
number of days of accumulated sick leave.

5. A district school board may establish policies to provide terminal pay for accumulated sick leave to any
full-time employee of the district school board other than instructional staff or educational support employees.
If termination of the employee is by death of the employee, any terminal pay to which the employee may have
been entitled may be made to the employee’s beneficiary. For purposes of computing the amount of terminal
pay for accumulated sick leave, sick leave accrued after June 30, 2004, shall be compensated at no more than
the daily rate of pay applicable at the time the sick leave was earned.

(b) Claim must be filed.—Any district school board employee who finds it necessary to be absent from his or
her duties because of illness, as defined in this section, shall notify his or her immediate supervisor, if possible,
before the beginning of the workday on which the employee must be absent or during that day, except for
emergency reasons recognized by the district school board as valid. Any district school board employee shall,
before claiming and receiving compensation for the time absent from his or her duties while absent because of
sick leave as prescribed in this section, make and file within 5 working days following his or her return from
such absence with the district school superintendent of the district in which he or she is so employed a written
certificate which shall set forth the day or days absent, that such absence was necessary, and that the
employee is entitled or not entitled to receive pay for such absence in accordance with the provisions of this
section; however, the district school board of any district may adopt rules under which the district school
superintendent may require a certificate of illness from a licensed physician or from the county health officer.

(c) Compensation.—Any employee having unused sick leave credit shall receive full-time compensation for
the time justifiably absent on sick leave, but no compensation may be allowed beyond that which may be
provided in subparagraph (2)(a)4.

(d) Expenditure authorized.—District school boards may expend public funds for payment to employees on
account of sickness. The expending and excluding of such funds shall be in compliance with rules adopted by the
Department of Management Services pursuant to chapter 650.

(e) Use by family member.—Each district school system must provide a policy under which a district
employee may authorize his or her spouse, child, parent, or sibling who is also a district employee to use sick
leave that has accrued to the authorizing employee. In developing the policy, the district school board must
provide that the recipient may not use the donated sick leave until all of his or her sick leave has been
depleted, excluding sick leave from a sick leave pool, if the recipient participates in a sick leave pool. Donated
sick leave under this paragraph shall have no terminal value as provided in this subsection.

(3) SICK LEAVE POOL.—Notwithstanding any other provision of this section, a district school board, based
upon the maintenance of reliable and accurate records by the district school system showing the amount of sick
leave which has been accumulated and is unused by employees in accordance with this section, may, by rule or
collective bargaining agreement, establish one or more plans allowing participating full-time employees of a
district school system to pool sick leave accrued and allowing any sick leave thus pooled to be disbursed to any
participating employee who is in need of sick leave in excess of that amount he or she has personally accrued.
Such rules or agreements shall include, but not be limited to, the following provisions:

(a) Participation in any sick leave pool shall at all times be voluntary on the part of employees.
(b) Any full-time employee shall be eligible for participation in any sick leave pool after 1 year of employment with the district school system, provided the employee has accrued a minimum amount of unused sick leave which shall be established by rule and provided, further, a sick leave pool is established that allows participation by that particular employee.

(c) Any sick leave pooled pursuant to this section shall be removed from the personally accumulated sick leave balance of the employee donating such leave.

(d) Participating employees shall make equal contributions to the sick leave pool. There shall be established a maximum amount of sick leave which may be contributed by an employee to the pool. After the initial contribution which an employee makes upon electing to participate, no further contributions shall be required except as may be necessary to replenish the pool. Any such further contribution shall be equally required of all employees participating in the pool.

(e) Any sick leave time drawn from the pool by a participating employee must be used for said employee’s personal illness, accident, or injury.

(f) A participating employee is not eligible to use sick leave from the pool until all of his or her sick leave has been depleted, unless otherwise agreed to in a collective bargaining agreement. There shall be established a maximum number of days for which an employee may draw sick leave from the sick leave pool.

(g) A participating employee who uses sick leave from the pool is not required to recontribute such sick leave to the pool, except as otherwise provided in this section.

(h) A participating employee who chooses to no longer participate in the sick leave pool is not eligible to withdraw any sick leave already contributed to the pool.

(i) Alleged abuse of the use of the sick leave pool shall be investigated and, on a finding of wrongdoing, the employee shall repay all of the sick leave credits drawn from the sick leave pool and be subject to such other disciplinary action as determined by the district school board to be appropriate. Rules adopted for the administration of this program shall provide for the investigation of the use of sick leave utilized by the participating employee in the sick leave pool.

Policy 3.20 Resignation and Termination of Employment

1. Resignation.-- During the employment period, if an employee seeks to resign, the employee shall complete the relevant portions of the voluntary resignation/termination form (PBSD 1176) and submit the form to the principal or department head for signature. This form 1176 can be found on the District's website at www.palmbeach.k12.fl.us/Records/FormSearch.asp and is incorporated herein by reference. Each such resignation shall be subject to the approval or disapproval of the Board.

   a. All resignations shall be filed with the principal or department head no later than ten working days prior to the proposed effective date of the resignation. Failure to give the prescribed notice may be cause for disapproval of the resignation. The Superintendent or his or her designee, however, upon good cause shown, may recommend the prescribed notice not be required based upon the needs of the District.

   b. The effective date of any resignation shall be as follows: either a) the last duty day the employee is physically on duty unless the employee is by necessity required to resign while on sick leave or authorized extended leave approved by the School Board; or b) the date assigned by Employee Relations if the employee failed to respond to the ten (10) day letter notice to report to work.

   c. Personnel on annual appointment may resign from employment at the end of a contract period by requesting not to be reappointed or by declining reappointment. The option under these circumstances lies with the employee and is without prejudice.

   d. Prior to Board action, to accept the voluntary resignation, the Superintendent shall indicate a recommendation to the Board.

   e. Should instructional personnel, as defined in Fla. Stat. § 1012.01(2), terminate employment without the expressed approval of the Board, the employee shall be subject to the disciplinary process of the Educational Practices Commission. In view of the possible consequences, any employee subject to this policy should assure before leaving a position that the Board has accepted or will accept the resignation.

2. Termination of Interim Employee.-- Employees who are employed on an interim basis may be terminated prior to the close of the interim employment period upon three (3) days written notice prior to the actual date of termination. The principal or department head shall complete the relevant portions of the Employee Resignation/Termination form PBSD 1176, which is referenced above.

3. Termination of Temporary Employee.-- Temporary employees who have no expectation of continuous employment with the District may be terminated at any time during employment. The principal or department head shall complete the relevant portions of the Employee Resignation/Termination form PBSD 1176, which is referenced above.

4. Terminal Pay for Unused Sick Leave

   a. Personnel who resign, terminate, or retire with a minimum of six (6) years of service employment, shall receive compensation for unused sick leave, pursuant to Fla. Stat. § 1012.61 (2)(a)(4) or § 1012.61(2)(a)(5). Personnel whose employment is terminated by death and the beneficiary(ies) shall receive payment for accrued sick leave pursuant to Fla. Stat. § 1012.61(2)(a)4 or 5. All personnel shall be compensated at the hourly rate in which it is earned.

   b. Employees not covered by a collective bargaining agreement who retire, resign, or who otherwise
terminate employment who have ten or more years of continuous service with the District are required to participate at the time of resignation, regular retirement, entering DROP or terminating from DROP in the 401(a) National Government Retirement Plan. This is a tax savings plan for all employees who are not covered under collective bargaining units.

i. Sick leave pay will be placed into the Plan to the Plan's maximum IRS limit on the following schedule.

A. End of fiscal year one -- 20%;
B. End of fiscal year two -- 25%;
C. End of fiscal year three -- 33.33%;
D. End of fiscal year four -- 50%;
E. End of fiscal year five -- 100%.

ii. Should the employee exit DROP early, the balance shall be paid to the Plan's maximum IRS limit. In the case of resignations, at the time of separation, personnel may request to transfer unused sick leave to other FRS agencies provided they are not eligible for the above Plan.

5. Unused Annual Leave

a. Employees who accrue annual time and who are in DROP not covered by a collective bargaining agreement who have ten (10) or more years of continuous service with the District will have the choice of placing up to a maximum of 480 hours of annual leave into the 401(a) National Government Retirement Plan at the beginning of DROP or at the completion of DROP not to exceed the maximum established by the Florida Statutes.

b. Upon employment termination, employees who have accrued annual time and who are not in DROP will be paid out the maximum established by the Florida Statutes as terminal annual leave pay.

6. If the provisions of a collective bargaining agreement conflict with this Policy, the provisions of the collective bargaining agreement will prevail.

STATUTORY AUTHORITY: Fls. Stat. §§ 1001.32(2)1001.41(1) & (2); 1001.42(5) & (23); 1001.43(11),

LAWS IMPLEMENTED: Fls. Stat. §§ 1012.22(1) & (2); 1012.23(1); 1012.61,

HISTORY: 11/29/76; 6/16/82; 01/16/2008

ARTICLE VIII - COMPENSATION AND BENEFITS

SECTION H - Health, Dental, Life And Vision Insurance (cont'd)

Otherwise, benefits will end the last day of the month in which the employee’s active paid employment ends with the District provided all employee required premiums are paid. Nothing herein shall be construed as denying any eligible employee from continuing his/her insurance(s) as provided under Federal COBRA rule and regulations.

11. This Section (Section H) supercedes all articles/sections regarding health/medical, dental, vision and life insurance benefits and shall be included in each respective PERC recognized organization’s Collective Bargaining Agreement in the District pending its separate ratification by each respective employee organization and approval by the School Board.

SECTION I - Employee Liability Insurance

The Board agrees to provide supplemental automobile insurance or self-insurance to complement personal liability coverage for the transporting of students in private passenger vehicles owned by the employees. This insurance or self-insurance shall only be in effect when the employee is transporting students to and from recognized school activities, and the use of the private passenger vehicle is approved for this purpose by the Principal. The total amount of the supplemental liability insurance shall be up to three hundred thousand ($300,000) dollars per occurrence or to the full extent of the law if self-insured.

SECTION J - Retirement Benefits

1. An employee who retires or whose employment is terminated by death shall receive payment for accrued sick leave days. Such compensation shall be the daily rate of pay at retirement or death of the employee multiplied by the maximum percentage provided for by Florida Statute times the number of accumulated sick leave days. In the event service is terminated by death, benefits shall be paid to the employee's beneficiary.

2. Normal retirement shall mean retirement under any of the retirement systems established by the legislature, eligible for either full or reduced benefits.

3. Normal retirement shall not be construed to cover the withdrawal of the employee's contribution to his/her retirement plan if he/she is not otherwise eligible for full or reduced benefits.

4. If an employee retires and receives terminal pay benefits based on unused sick leave, all sick leave credit shall become invalid.

5. If an employee retires without receiving terminal pay benefits and interrupts retirement to return to teaching, his sick leave credit shall be valid.

SECTION K - Section 125 Spending Accounts

1. Effective January 1, 1996, the Board will provide the following for all employees who enroll in such plans.
ARTICLE VIII - COMPENSATION AND BENEFITS

SECTION K - Section 125 Spending Accounts (cont’d)

a. An IRS Section 125 plan whereby a dependent care spending account will be established for each enrolling employee into which before-tax dollars may be deposited through payroll deductions. Any legally qualifying dependent care expense(s) of the employee may then be paid from such account during the plan year in keeping with all legal requirements.

b. An IRS Section 125 plan whereby a medical/dental/vision expense spending account will be established for each enrolling employee into which before-tax dollars may be deposited through payroll deduction. Any legally qualifying medical/dental/vision expense(s) may then be paid from such account during the plan year in keeping with all legal requirements.

2. BENCOR Retirement Plan - Effective June 30, 1999, and thereafter, employees who are eligible to receive terminal pay benefits under Article VIII, Section K of this Agreement shall have such pay benefits provided to them through the BENCOR National Government Employees Retirement Plan as adopted by the School Board.

Employees who are eligible to receive terminal pay benefits and who retire/leave the employment of the District prior to June 30, 1999, shall not be covered under the BENCOR Plan.

The District agrees to provide information for bargaining unit members.

SECTION L - Employee Assistance Program

1. The Board will provide an Employee Assistance Program (EAP) which meets or exceeds the benefits, training and services which were included in the RFP developed and approved by a joint committee in 1993, comprised of representatives of the Association, NCF&O, AESOP and the District Administration. In addition, the American Lung Association will train several EAP employees to conduct "stop smoking" clinic sessions at a rate of $15.00 per employee.

2. The Association will be involved in developing all materials and meetings for employees for the purpose of explaining the EAP.

3. The administration agrees to refer to and utilize the services of the EAP for any employee who is utilizing drugs or alcohol to the extent that a referral is necessary.

SECTION M - Advanced Degrees

Employees receiving degrees will receive pay for an advanced degree in accordance with Appendix A provided:

1. The major in the advanced degree is in one (1) of the areas of certification as a regular classroom employee. A major is defined as including at least fifteen (15) hours in the major field with no more than three (3) hours for a practicum or thesis, or
ARTICLE V - LEAVES

SECTION A - Paid Leaves: General Provisions

Paid leaves are provided for illness of the employee including childbirth, illness or death of a family member, personal business, vacation leave, in-line-of-duty, professional leave, jury duty, witness duty, temporary military leave, and temporary duty elsewhere leave. Prior and sufficient notification shall be given where appropriate or as otherwise specifically set forth elsewhere in this Agreement. The following general provisions apply to all paid leaves:

1. Employment While on Leave - An employee may not engage in employment during his/her normal duty hours while on compensated leave except as specifically provided herein.

2. Leave Authorization - All absences of employees from duty shall be covered by leave applications which are duly authorized, a copy of which shall be provided employees upon request. Leave for sickness or other emergencies will be deemed granted in advance, if prompt report is made to the proper authority.

3. An employee returning from a paid leave shall be returned to the same assignment he/she held prior to taking the leave. However, an employee while on a paid leave shall be subject to the Excessing Procedure and the Lay-Off/Call-Back Procedure of this Agreement the same as if they were not on leave. If these procedures become operative and affect the employee on leave, he/she may not be returned to the same position he/she held prior to taking the leave. Likewise, employees while on a paid leave maintain their rights to apply for transfers and/or reassignments as provided by this Agreement.

SECTION B - Specific Paid Leaves

1. Sick Leave - Sick leave claims shall be honored as submitted by the employee for his/her own personal illness, as well as illness or death of father, mother, brother, sister, husband, wife, child, other close relative, or member of the employee's own household. Sick leave days are accumulated as follows:

   a. Permanent Full-Time Employees - An employee employed on a full-time basis shall be entitled to four (4) days of sick leave as of the first day of permanent employment of each appointive year, and shall thereafter earn one (1) day of sick leave at the end of each calendar month; provided the employee has been on duty or compensable leave a minimum of eleven (11) days within the month; and provided further, that the employee shall be entitled to earn a maximum of one (1) day of sick leave times the number of months of employment during the year of employment. Sick leave shall not be used prior to the time it is earned and credited to the employee.

   b. Permanent Part-Time Employees - An employee employed on a permanent part-time basis four (4) hours or more per day shall be entitled to four (4) part-days of sick leave as of the first day of permanent employment of each appointive year, and shall thereafter earn one (1) part-day of sick leave at the end of each calendar month; provided the employee has been on duty or compensable leave a minimum of eleven
ARTICLE V – LEAVES

SECTION B - Specific Paid Leaves (cont’d)

(11) days within the month; and provided further, that the employee shall be entitled to earn no more than one (1) part-day of sick leave times the number of months of employment during the year of employment. Sick leave shall not be used prior to the time it is earned and credited to an employee. An employee whose duty day basis changes shall have his/her sick leave balance as a permanent part-time employee converted at the rate of two (2) part days of sick leave to one (1) full day of sick leave. The same principle applies to a permanent full-time employee whose duty day credited sick leave at the time of change is one (1) full day of credited sick leave to two (2) part-days of sick leave.

c. Method of Accumulation: Sick leave shall be cumulative from year to year, and there shall be no limit on the number of days of sick leave an employee may accrue.

d. Credit for Out-Of-County Sick Leave: Employees shall be entitled to transfer sick leave credit from other Florida school systems and state agencies which are participants in any of the Florida Retirement Systems. An employee returning to the system after a leave of absence or resignation shall be entitled to the accrued balance credited at time of such leave or resignation.

e. Employees who work eleven or more days in the summer school program shall earn one (1) day of sick leave. This provision applies to all employees who work in the summer school program.

f. Verification of Illness: The Superintendent may require a doctor’s statement of verification of illness of greater than three (3) days, or whenever an employee is absent the day before or after a holiday or vacation period. When misuse of sick leave is suspected, the Superintendent may investigate and require verification of illness.

2. Personal Leave – six (6) days paid leave shall be allowed for personal reasons each year to be charged against accrued sick leave, provided that such leave be noncumulative.

a. Except in extenuating circumstances, employees shall request leave for personal reasons forty-eight (48) hours in advance to the Principal.

b. Personal leave requests shall not be approved for any day immediately preceding or following a holiday. The exceptions to this provision are:

(i) in the case of an emergency,
(ii) bereavement for a member of the employee’s immediate family as defined in Section B 1 above,
(iii) to observe a religious day of the employee’s faith, or
(iv) to attend the graduation of a member of the immediate family from a high
ARTICLE 20 - SICK LEAVES

SECTION 5. Summer School (cont’d)

Food Service workers will receive one day of sick leave when they work eleven (11) or more days during the summer.

SECTION 6. Out-of-County Credit for Sick Leave

Members of the bargaining unit shall be entitled to transfer sick leave credit from other Florida school systems and state agencies which are participants in any of the Florida Retirement Systems with the restriction that at least half of the cumulative leave shall be established within this school district.

SECTION 7. Claims

Sick leave claims shall be honored as submitted by the employee for his own personal illness, as well as illness or death of father, mother, brother, sister, husband, wife, child or other close relative, or member of his/her own household.

SECTION 8. Verification of Illness

Whenever sick leave appears to be abused as determined by the Superintendent, or where an employee consistently uses his sick leave as it is earned, the employee requesting such sick leave may be required to furnish competent medical proof of the necessity for such absence. Abuse of sick leave privileges shall constitute grounds for dismissal by the District. In the event a permanent employee exhausts his/her sick leave while on sick leave and remains unable to return to work, he/she may use accumulated annual leave provided prior verbal or written notification is given to the Department Head/Principal.

SECTION 9. Leave for Personal Reasons

Effective July 1, 2006, a member of the bargaining unit shall be allowed six (6) days paid leave for personal reasons each fiscal year to be charged against accrued sick leave, and provided that such leave shall be noncumulative.

Except in emergency situations, employees shall request leave for personal reasons twenty-four (24) hours in advance of such leave. Personal leave requests shall not be made for any day immediately preceding or following a holiday or during the first or last week of the school year when students are in attendance. Request for personal leave may be denied if in the judgment of the Superintendent such leave will disrupt the school or department program.

SECTION 10. False Claim

False claim for sick leave shall be grounds for dismissal by the School Board.

SECTION 11. Terminal Leave Pay

An employee who retires and submits proof of eligibility from the Florida Retirement System or whose employment is terminated by death shall receive payment for accrued sick leave days. Such compensation
ARTICLE 20 - SICK LEAVES

SECTION 11. Terminal Leave Pay (cont’d)

shall be the daily rate of pay at retirement or death of the employee multiplied by the maximum percentage provided for by Florida Statute times the number of accumulated sick leave days. In the event service is terminated by death, benefits shall be paid to the beneficiary as identified on the employee’s group life insurance form.

SECTION 12. Disability (Income Protection) Insurance

An employee who has disability (income protection) insurance through the District shall not be required to exhaust his/her sick leave to be granted leave under this subsection. In keeping with the District’s disability insurance carrier, an employee who has such insurance through the District may not receive both sick leave pay and disability benefits at the same time.

Section 13. Annual Option Pay-Out For Accumulated Sick Leave

At the end of any school year (June 30) an employee who has more than one-hundred seventy-five (175) accumulated unused sick leave days may exercise the option of receiving payment from the Board for any days in excess of one-hundred seventy-five (175) earned during that school year.

Option One:

An employee shall receive a tax sheltered annuity in his/her name from an annuity company selected by the employee and approved to do business in the District. The Board’s cost of purchasing said annuity will be equal to the employee’s daily rate of pay on that employee’s last employment day of that school year times 80% of the number of accumulated sick leave days in excess of one-hundred seventy-five (175) earned in the present school year. This amount cannot exceed the IRS limitation, which is twenty percent (20%) of the annual salary or $10,500, whichever is less.

Option Two:

An employee shall receive a gross payment equal to the employee’s daily rate of pay on the employee’s last employment day of that school year times 80% of the number of accumulated sick leave days in excess of one-hundred seventy-five (175) earned in the present school year. It is understood that this payment shall be subject to all legal withholdings and is not tax sheltered.

Option Three:

An employee may receive both an annuity, as provided in Option One, and a payment, as provided in Option Two. The employee will designate the amount to be put into the annuity with the balance to be paid to the employee. The total cost to the Board under this option shall not exceed the cost of either Option One or Option Two.
ARTICLE 4 - LEAVE

SECTION A - ANNUAL LEAVE

This section shall refer to members of the bargaining unit employed on a twelve month basis.

1. A member of the bargaining unit who is employed on a twelve-month basis shall be allowed vacation leave, exclusive of holidays, with compensation as follows:

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

   (b) An employee with five (5) but less than ten (10) years of continuous service at a rate of one and one-quarter (1 1/4) days per month, cumulative to fifteen (15) workdays per year.

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

2. Leave balances are maintained on an hourly basis and can be used in one (1) hour increments.

3. Accrued vacation leave shall not exceed sixty-two and one-half (62 1/2) workdays maximum on June 30 of each year. Vacation leave may be granted by the Superintendent, upon the written request of the employee with prior recommendation by the employee’s supervisor. Vacation leave for an employee shall be scheduled so that there will be minimum disruption to the operation of the School District.

4. Upon employment termination, the employee shall be paid as terminal leave all unused vacation leave as follows:

   (a) (EMPLOYEE WHO HAS 60 OR FEWER DAYS ON JUNE 30, 2001 OR WHO WAS HIRED AFTER JULY 1, 1995)
   
   Each employee who has accumulated 60 or fewer days of unused vacation leave as of June 30, 2001 or who was hired by the District after July 1, 1995, will be paid for all of his/her unused vacation days accumulated at the time of termination of employment, up to a maximum of 60 days.

   (b) (EMPLOYEE WHO WAS HIRED PRIOR TO JULY 1, 1995, WHO HAS MORE THAN 60 DAYS ON JULY 1, 1995 AND AT SOME TIME AFTER THAT DATE THE ACCUMULATION FALLS TO OR BELOW 60 DAYS)
   
   Each employee who was hired by the District prior to July 1, 1995, who accumulated more than 60 days of unused vacation leave as of July 1, 1995 and whose accumulation of unused vacation days at any time falls to or goes below 60 days, will be paid for all of his/her unused vacation days accumulated at the time of termination of employment, up to a maximum of 60 days.

   (c) (EMPLOYEE WHO WAS HIRED PRIOR TO JULY 1, 1995, WHO HAS MORE THAN 60 DAYS ON JULY 1, 1995 AND MAINTAINS AN ACCUMULATION GREATER THAN 60 DAYS AT ALL TIMES)
   
   Each employee who was hired by the District prior to July 1, 1995, who accumulated more than 60 days of unused vacation leave as of July 1, 1995, and who maintains an accumulation of greater than 60 days of unused vacation leave days at all times after July 1, 1995, will be paid for all of his/her unused vacation days accumulated at the time of termination of employment, up to a maximum of 62 ½ days.
SECTION A - ANNUAL LEAVE (cont'd)

5. Annual leave must be taken at a time convenient to the work schedule of the school or department.

SECTION B - SICK LEAVE

1. Provisions for the Accrual of Sick Leave

(a) Permanent full-time and part-time employees shall be credited at the end of the first month of employment of each contract year with an allotment of sick leave hours equal to the hours of the employee's work day times four. Thereafter, at the end of each month of employment, an employee shall be credited with sick leave hours equal to the hours of the employee's work day, provided the employee has been on duty or compensable leave for a minimum of eleven (11) days within the month.

(Example: An employee on a five hour daily schedule will initially be credited with twenty (20) hours and thereafter, each month will earn an additional five (5) hours of sick leave.)

(b) Sick leave shall not be used prior to the time it is earned and credited to the employee.

(c) An employee shall earn no more sick leave hours than an amount equal to the employee's work day times the number of months of employment in a fiscal year.

(d) A member of the bargaining unit whose duty day hours change, shall retain his/her accumulated sick leave hours.

(e) Sick leave hours shall be cumulative from year to year.

(f) Out-of-County Credit for Sick Leave: A bargaining unit member shall be entitled to transfer sick leave credit from other Florida School Systems and State agencies which are participants in any of the Florida Retirement System plans with the restriction that at least half of the cumulative leave shall be established within this District. An employee returning to the system after a leave of absence or resignation shall be entitled to the accrued balance credited at the time of such leave or resignation.

(g) Sick leave claims shall be honored as submitted by the employee for his own personal illness as well as illness or death of father, mother, brother, sister, husband, wife, child, or other close relative, or member of his/her own household.

(h) The Superintendent may require a doctor's statement of verification of illness. A request to the Superintendent for a verification of the claim may be initiated by the supervisor.

(i) A false claim for sick leave shall be grounds for dismissal by the Board.

(j) Any employee working the entire summer school (special session) shall be entitled to earn sick leave hours equal to the employee's duty day hours.
14. **Terminal Pay Benefits**

(a) An employee who retires and submits proof of eligibility from the Florida Retirement System or whose employment is terminated by death shall receive payment for accrued sick leave days. Such compensation shall be the daily rate of pay at retirement or death of the employee multiplied by the maximum percentage provided for by Florida Statute times the number of accumulated sick leave days. In the event service is terminated by death, benefits shall be paid to the beneficiary as identified on the employee’s group life insurance form.

(b) **Accrued Annual Leave:** A member of the bargaining unit shall receive payment for all accrued vacation leave (if applicable) at his/her daily rate at time of resignation or termination, retirement, or to his/her beneficiary, if service is terminated by death, as terminal leave pay. Resignation or termination shall be the last duty day an employee is physically on duty unless the employee is by necessity required to resign or terminate while on sick leave.

15. **Performance-Based Termination/Suspension**

(a) Any employee whose performance is deemed to be less than satisfactory by his/her supervisor shall be so advised in writing of such unsatisfactory performance by the supervisor.

(b) The employee will be provided assistance to improve his/her performance.

(c) No employee shall be recommended for termination/suspension based on an unsatisfactory evaluation unless he/she has been given at least thirty (30) calendar days to improve his/her performance.

(d) An employee who will be recommended to the Board for termination/suspension shall be given notice, in writing, with documentation stating the reasons. The employee shall be given prior notice if the Superintendent is recommending termination/suspension prior to Board action.

(e) After Board action, an employee may, within fifteen (15) days, protest his/her performance-based termination/suspension through either the grievance procedure or the Department of Administration Hearings (DOAH).

16. **Probationary Employees**

(a) All newly hired or rehired employees, excluding employees on recall status, shall be subject to a probationary period of ninety (90) work days.

(b) During the probationary period newly hired and re-hired employees may be discharged without recourse.
B. Sick Leave

1. Extent of Sick Leave
   
   a. An employee shall be credited with four (4) days of sick leave as of the last day of the first (1st) month of regular employment of each appointive year, and shall thereafter earn one (1) day of sick leave at the end of each calendar month provided that the employee has been on duty or compensable leave a minimum of eleven (11) days within the month; and provided further, that the employee 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; and provided further, that upon timely written request to the Chief of Police, the employee may be scheduled so that twelve (12) days of accrued sick leave may be earned.

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

2. Sick leave shall be cumulative from year to year with no limit on the number of days accrued; provided, that at least one-half (½) of this cumulative leave must be established within the Palm Beach County School District. An employee returning to the system after a leave of absence or resignation shall be entitled to the accrued balance credited at the time of such leave or resignation.

3. An employee may use accumulated sick leave for absence due to the disability caused by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, all of which shall hereafter be referred to as pregnancy. Should sick leave be insufficient, personal leave provisions may be used for pregnancy. The employee will have the duty to inform the personnel office at least one (1) month before the expected date of leave so that a temporary replacement can be provided. Similarly, the employee should keep the Principal and Chief of Police informed as to the date of probable return to assignment after delivery and recovery.

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

4. Sick leave for medical appointments shall be scheduled more than forty-eight (48) hours ahead and not be changed except in the event of an emergency.

5. All sick leave and personal leave shall be approved by the Superintendent or designee. Personal leave shall be approved in advance.