

## SICK LEAVE

6.549\*

- I. Personnel employed on a full time basis shall be entitled to earn one (1) day of sick leave per month of employment. Such leave shall be cumulative from year to year, and any leave charged against accrued sick leave shall be with full compensation. Sick leave shall be credited as follows:
  - A. Administrative and Educational Support personnel - Such full time employees shall be credited with four (4) days of sick leave at the end of the first month of employment of each contract year and shall thereafter be credited for one (1) day of sick leave for each month of employment until a total of 12 days are accumulated.
  - B. Instructional personnel - Such full time employees shall be entitled to four (4) days of sick leave as of the first day of employment of each current year, and thereafter is credited for one (1) day of sick leave at the end of each month of employment until a total of 10 days are accumulated.
  - C. The total number of sick leave days earned shall be no more than one (1) day of sick leave times the number of months of employment during the year of employment.
  - D. If an employee terminates employment and has not accrued the four (4) days of sick leave available, the School Board may withhold the average daily amount for the sick leave days used but not earned by the employee.
- II. Accrued sick leave shall be taken only when the employee's service is interrupted by temporary disability which renders him/her incapable of performing his/her duties, or because of the illness or death of his/her father, mother, brother, sister, husband, wife, child, other close relative, or member of his/her own household. The term *temporary disability* as used herein shall include personal illness or injury and, in addition any temporary disability of the employee arising out of pregnancy, childbirth, miscarriage, abortion, or recovery there from which renders the employee physically incapable of performing assigned duties.
- III. Any claim for sick leave shall be filed with the Superintendent, or his/her designee, prior to the end of that pay period.
  - A. The claim shall be in writing and shall set forth the days absent and that such absence was allowable under the provisions of Florida Statutes. The claim shall be duly signed by the claimant certifying that the facts are true and correct and that the claim is valid and legal.
  - B. Where there is any doubt as to the validity of a sick leave claim, the Superintendent may require the claimant to file a written certification of illness from a licensed physician or other supporting evidence where

personal illness is not involved. Consequences of false claims for sick leave are as follows:

1. Administrative and instructional personnel - A false claim for sick leave shall be deemed cause for cancellation of the contract and for action seeking the revocation of the teaching contract.
  2. Educational Support personnel - A false claim for sick leave shall be deemed grounds for termination of the employee.
- IV. An employee who has used all accrued sick leave but who is otherwise entitled to sick leave shall be granted sick leave without pay. The claim for such sick leave shall clearly state that the leave is without compensation. An application for sick leave due to extended illness shall have attached to it a statement from a practicing physician certifying that such leave is essential and indicating the probable duration of the illness and the needed leave.
- V. When an employee of the School District interrupts service and subsequently returns to duty in the District without having transferred his/her sick leave credit to another agency, such accrued sick leave credit shall become valid on the first (1<sup>st</sup>) day of contractual service.
- VI. When an employee retires and receives terminal pay benefits based on unused sick leave, all unused sick leave credit shall become immediately invalid.
- VII. Sick leave shall have no cash value when an employee leaves the employ of the School Board unless an employee is working for Calhoun County School Board at his or her retirement date.
- VIII. An employee may transfer sick leave earned in a similar capacity with another FRS agency to the District. The maximum number of days that may be transferred in is ten (10) days per year. The employee is responsible for the request for transfer of sick leave.
- IX. Sick leave, for employees other than instructional staff or educational support employees, will be charged first to the sick leave balance which is accumulated on or after July 1, 2001. This provision does not apply to sick leave earned after July 1, 2001 while employed in an instructional staff or educational support position. Such leave earned will not be charged until all other sick leave earned under this provision have been exhausted.

**STATUTORY AUTHORITY:**

**1001.41, 1012.22, 1012.23, F.S.**

**LAW(S) IMPLEMENTED:**

**1001.43, 1012.61, 1012.62, 1012.66, F.S.**

**HISTORY:**

**ADOPTED: 6/12/2007**  
**REVISION DATE(S): \_\_\_\_\_**  
**FORMERLY:**