

CHAPTER 6.00 - SCHOOL ADMINISTRATION

6.24* - Military Leave - Extended Active Duty during National/Regional Emergency

POLICY

- (1) Military leave will be granted to an employee who is required to serve in the Armed Forces of the United States or of the State of Florida in fulfillment of obligations incurred under the Selective Service Laws or because of membership in the Reserves of the Armed Forces or the National Guard. When an employee enters voluntarily into any branch of the Armed Services for temporary or an extended service, military leave will be granted at the discretion of the Board and except in unusual cases will be denied to a member of the instructional staff when he/she is expected to be engaged in the work of the profession.
- (2) An employee granted military leave for extended duty shall, upon the completion of the tour of duty, be returned to employment without prejudice provided an application for reemployment is filed within six (6) months following the date of discharge or release from active military duty. Following receipt of the application for reemployment, the Board shall have a reasonable time, not to exceed six (6) months, to reassign the employee to duty in the school system in the same or similar position.
- (3) Compensation allowed for military leave during peacetime shall not exceed thirty (30) days as in one annual period provided in Section 115.07, Florida Statutes. Military leave for instructional personnel shall not be counted in determining a year of service for professional service contract purposes.
- (4) District employees who are members of the reserves of the armed forces or National Guard, shall be granted the benefits in (5)-(8) below, provided that the following conditions are met:
 - (a) A national or regional emergency has been declared by the appropriate federal or state authority.
 - (b) The employee called to active duty provides a copy of his/her official orders for active duty.
 - (c) The period of active duty service exceeds 30 days.
- (5) For the first thirty (30) days of active duty, the employee shall receive all district salary and benefits regardless of compensation received from the active duty service.

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- (6) For any period exceeding an initial thirty (30) days of active duty, the employee may continue to receive all district salary, wages and benefits provided the employee surrenders to the district all compensation received from the active duty service and the employee notifies the district prior to the expiration of the initial thirty (30) day period of his/her intent to surrender his/her military compensation in exchange for continued district salary, wages and benefits.
- (7) Employees who opt not to surrender all compensation received from active duty service shall not receive district salary or wages, but shall be entitled to continue to receive district health and other insurance benefits at the expense of the district during the period of active duty service.
- (8) Notwithstanding any other provision in Board rules or policy, employees called to active duty pursuant to this section shall be granted military leave for the period of active duty service without loss of seniority and shall be entitled to re-employment upon release of active duty as provided herein.

STATUTORY AUTHORITY: 1001.41 (, 1012.22, 1012.23 F.S.

LAWS IMPLEMENTED: 115.07, 115.09, 115.14, 121.111,
1001.43, 1012.66, 250.341, F.S.

STATE BOARD OF EDUCATION RULE: 6A-1.080;

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Revision Date(s): 12/03/02, 08/25/15
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