

TENTATIVE AGREEMENT

10.1 General Provisions for Unpaid Leaves of Absence

- a. Child Care Leave, Disability Leave, Leave for Academic Study or Work Experience, Leave to Hold Elected Office, and Long-Term Unpaid Leaves of Absence are the unpaid leaves addressed in the contract and shall be without fringe benefits, provided however that the District will maintain an employee's health plan coverage if required to do so by the federal Family and Medical Leave Act of 1993 (FMLA). An employee on unpaid leave shall be allowed to purchase health and life insurance to the extent allowed by the district's insurance provisions.
- b. An employee must submit a written request to the Executive Director of Human Resources for unpaid leave at least ten (10) workdays in advance of the need for the leave. Employees who are in unpaid leave status without prior written approval by the Executive Director of Human Resources may be subject to termination of employment.
- c. Seniority shall accrue as if the employee remained on paid status for an approved unpaid leave of absence of up to thirty (30) workdays. Seniority shall be adjusted for an unapproved leave of absence.
- d. If unpaid leave of absence is thirty (30) or fewer workdays of one (1) fiscal year, then the following return provision shall apply: The employee shall return to work on the next work day following the expiration date of the leave to the position he/she held prior to the commencement of the leave.
- e. If the unpaid leave of absence is more than thirty (30) workdays, or if the employee's absence extends into two (2) fiscal years, then the following return provisions shall apply:
 1. The employee shall return on his/her first scheduled work day of the fiscal year as established by the District, except for disability leave when the employee shall return on the date established by the doctor's statement.
 2. The employee shall notify the Human Resources Department of the District in writing at least thirty (30) calendar days in advance of the expiration of the leave if the leave is less than sixty (60) days, otherwise in all other cases by at least sixty (60) calendar days' advance notice. Failure to give such notice shall be treated as a voluntary resignation.
 3. The employee shall be returned to his/her former position if it is vacant. If not, then the employee shall be returned to a position in the same classification held at the time of the leave request.
- f. The anniversary date for an employee shall be the date on which the employee was employed, adjusted for any period in which the employee was on long-term unpaid leave over thirty (30) workdays for reasons other than accidental injury, illness, or required military service. The District will maintain employees' original hire dates.


Ivory McDaniel-Ilgenfritz. Date 2-22-22
District Chief Spokesperson


Mary Ward. Date 2-22-22
ESSA Spokesperson