

TENTATIVE AGREEMENT

201 GENERAL PROVISIONS

I.

- A. Unpaid leaves of absence are: 202 Disability Leave, 203 Child Care Leave, 204 Leave to Hold Elected Office, and 205 Long-Term Leave without Pay.

Deadlines for applying for leave are set forth in Articles 202–205 of this article, under each specific leave.

II. Conditions

- A. All leaves shall be without pay or fringe benefits, provided however, that the District will maintain a teacher's health benefits coverage if required to do so by the Family and Medical Leave Act of 1993 (FMLA). A teacher on unpaid leave may purchase health plan coverage and life insurance to the extent allowed by the District's carrier. There is no intent that a teacher on unpaid leave apply for or receive unemployment insurance benefits.
- B. The teacher will retain seniority as if the teacher remained in a paid status.
- C. Teachers on approved leaves are subject to transfer, non-retention, or layoff while on leave to the same extent as if they continued on active status.

III. Return Provisions

A. Short-Term Leave

If unpaid leave of absence is thirty (30) or fewer work days of one (1) school year, then the following return provision shall apply:

The teacher 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.

B. Long-Term Leave

If an unpaid leave of absence extends for more than thirty (30) work days to two (2) school years, then the following return provisions shall apply:

1. The teacher shall return to work on the first teacher work day of the school year as established by the Board following the school year in which the leave was taken, except for disability leave when the teacher shall return on the date established by the doctor's statement.
2. The teacher shall notify the Human Resources Department of the District in writing by February 15 of the school year in which the leave was taken, if he/she wishes to return to active employment with the District on the first teacher work day of the following school year. If the unpaid leave commenced after March 1, then the notification date shall be June 1. Failure to give such notice shall be treated as a voluntary resignation.
3. Teacher Returning from a Leave of Absence of One (1) or Two (2) Years or Limited-Term-Assignment



Ivory McDaniel-Ilgenfritz. Date
District Chief Spokesperson

2-21-22

Coby Haas
FEA Spokesperson



Date