

Article 15 Unpaid Leaves of Absence

A. Advanced Study

A leave of absence of up to one (1) year ~~may~~ **shall** be granted to any permanent ~~employee~~ **unit member**, upon application, for the purpose of engaging in a planned program of advanced study, including teacher exchange programs, overseas teaching, language or cultural immersion experiences and and/or field experiences, in area(s) of current licensure. A member may receive only one such advanced study leave every five years.

B. Parental Leave

Parental leave upon request shall be granted for a period of time not to exceed the remainder of the school year or such other time as required by Oregon or Federal law, whichever is longer.

C. Military Leave

A military leave of absence shall be granted to an ~~employee~~ **unit member** who has been involuntarily inducted for military duty in any branch of the Armed Forces of the United States.

D. Medical Leave

Any ~~employee~~ **unit member**, upon request, shall be granted medical leave in lieu of sick leave or when sick leave has been exhausted within guidelines established by Oregon or Federal law. The District may require from the ~~employee's~~ **unit member's** attending physician or practitioner written verification of the need for such leave.

E. Family and Medical Leave (FMLA/OFLA)

As an adjunct to B. and D. above, an employee shall be granted qualifying leave(s) within the guidelines of the Family and Medical Leave Act of 1993 (FMLA) and Oregon Family Leave Act (OFLA).

F. Personal Leave

Upon request, an ~~employee~~ **unit member** may be granted a leave for up to one year for personal reasons.

G. Return from Leave

Applications for leave shall indicate the intended return date. Persons on leave shall confirm their intention to return to the District by April 1, if the employee unit member is to return at the start of the following year, or at least thirty days prior to their return if they are returning during the school year. It is understood that upon request of the employee unit member the deadlines may be waived by the District if the circumstances of the return are beyond the employee's unit member's control.

All benefits to which an employee unit member was entitled at the time the leave of absence commenced, including seniority and unused accumulated sick leave, shall be restored to the employee unit member upon his/her return. If the employee's unit member's leave occurs during one (1) school year, that employee unit member shall be assigned to the same position which the employee unit member held at the time said leave commenced. If the employee unit member was on leave for a continuous period that falls within more than one (1) school year, the employee unit member shall be assigned to the same or a substantially equal position which the employee unit member held at the time said leave commenced but will not be guaranteed his or her same position. No vertical increment will be granted as a result of the leave.

H. Extensions and Renewals

Ordinarily leaves will be for only one (1) year. However, extenuating circumstances may arise. In that event, written application for extension may be submitted to the Superintendent/designee for consideration.

I. Fringe Benefits

During the term of leave granted pursuant to this article, the Board shall continue to provide said employee unit member at employee unit member expense with any fringe benefits available to active employees unit members as fully as though said employee unit member were on active duty, unless coverage is disallowed. Fringe benefits shall be prorated on the same basis as salary.

J. Application Dates

Applications for leave for the following year shall be submitted to Human resources by April 1, if possible. Application for leaves of less than one year's duration shall be made at least two (2) months prior to the commencement of the leave except in the event of an emergency.