

Extended Leaves of Absence

1. General Provisions

Extended leaves of absence granted under this Policy will be without pay. All accrued benefits, credits and years of service will be restored to a teacher upon return to employment. No leave referred to in this Policy will be considered an interruption of service.

All requests for extended leave of absence or renewals will be made in writing to the Superintendent.

- A. A teacher whose leave does not exceed 18 weeks, not including breaks, holidays, and off-track time (for 4-track teachers) will return to the same school and position provided:
 - (1) The exact days of leave are included in the leave application and approval;
 - (2) the return date is prior to the last four weeks of the school year;
 - (3) the returning teacher does not interfere with ongoing athletic season or other performance schedules in which the teacher is directly involved.

- B. A teacher whose leave exceeds the above time will return only at the beginning of a semester, quarter, or other natural break in the school year. Every effort will be made to return the teacher to the same school.

While on extended leave without pay, if not otherwise provided for, a teacher will have the option to remain an active participant in benefit programs by contributing the full cost of the programs.

Except in cases of hardship, all teachers are expected to make application for leaves 30 calendar days prior to the commencement of the leave. All requests for approval will be made on the prescribed form. Teachers returning from such leave will be placed on the salary schedule at the step to which they would have been entitled prior to taking such leave based on service and paid leave completed prior to taking the unpaid leave. (See Policy 4141)

2. Extended Health (Medical) Leave

A teacher who is disabled due to illness or injury may apply for an Extended Medical Leave by submitting a request for such leave together with a certificate from a licensed and recognized physician confirming the nature and extent of the disability due to illness or injury.

Requests for medical leave will be granted for up to one (1) year when the disability is established. Extension of leave beyond that time is at the discretion of the District.

A teacher on an Extended Medical Health Leave seeking an extension must submit a certificate from a licensed and recognized physician establishing the teacher's continuing disability.

A teacher seeking to return from a medical leave, including a leave for disability reasons, must submit a certificate from a licensed and recognized physician establishing the teacher's fitness to perform the duties of his/her position.

A teacher who is pregnant will be granted medical leave, due to pregnancy related disability, for any period of time when she is unable to perform the duties of her position. See Policy 4151 and Administrative Procedure 4151.2 (Sick Leave Bank) for eligibility for paid sick leave. A teacher, who has recently delivered, may qualify for a Parenting Leave under Policy 4153 (3) below.

See District Policy GBGF regarding Family Medical Leave eligibility.

3. Parenting Leave

Upon written request, a teacher may be granted leave for the purpose of caring for children in the family. Such request must include the period of anticipated leave. In unusual circumstances, the period of leave may be extended.

Upon request, a teacher adopting a child may be granted an unpaid leave commencing at the time of adoption. Said teacher will notify the Superintendent in writing of the desire to take such leave as soon as approval is known. Except in cases of emergency, the teacher will give notice 30 days prior to the date at which time the leave is to begin. Such request must include the periods of anticipated leave. In unusual circumstances the period of leave may be extended.

4. Family Care Leave

Leave of absence, of up to one year, will be granted for the purpose of caring for a sick member of a teacher's immediate family or household, as defined in Sick Leave Policy. The illness is subject to verification.

5. Extended Leave under the provisions of the Family Medical Leave Act. (FMLA)

Teachers covered by this policy may also be entitled to leaves by virtue of the federally enacted Family Medical Leave Act. While federal law allows the district to deny leave under certain circumstances to employees who are among the highest ten percent (10%) In compensation of district employees, the District shall not invoke the highest ten percent (10%) rule to deny leave under these provisions. Upon return from leave that is solely an FMLA Leave, the teacher shall be returned to the school and position or positions previously held. Teachers are encouraged to discuss the expected return from leave in advance and to make reasonable plans to return in a manner which least disrupts teaching and other activities. If the FMLA leave is extended by any other leave, the teacher shall be placed in accordance with the return from leave provisions in this policy.

6. Extended Personal Leave

Any teacher, upon application and recommendation by the Superintendent, may be granted a leave of absence for a definite period of time without salary when such a leave would be beneficial to the District and the teacher. Such leaves may be for use in advanced study. All leaves of absence will be considered by the Superintendent with recommendations to the Board. Except in unusual circumstances, extended personal leave will not be granted probationary teachers. All employees must make application at least one month in advance of the beginning of such leave, except in cases of hardship.

7. Public Office Leave

Leave of absence without pay will be granted to a teacher for up to two years for the purpose of serving in public office. A teacher returning to the District after such leave will not qualify for a salary increment; however, professional growth credit may be accrued if previously arranged in the Professional Growth Plan.

8. Professional Development Leave

Teachers will be granted a leave for advanced study or for travel resulting in the professional growth of the teacher, provided such travel has been part of the teacher's approved Professional Growth Plan. Such leaves will not qualify the teacher for salary increment; however, professional growth credit may be accrued.

9. Professional Service Leave

Teachers may be granted a leave of absence for the purpose of serving in the Peace Corps, VISTA, or other such teaching experience. Upon return from such leave, the teacher will receive outside experience credit based on the period of service. The teacher will not receive more total experience credit than allowed under Policy 4141 (2)(D).

10. Exchange Teaching

Teachers will be granted one year leave for the purpose of exchange teaching. The following conditions will be observed:

- A. Non-probationary teachers are eligible providing an acceptable person can be found with whom an exchange can be arranged.
- B. Unless other salary arrangements are made, an exchange teacher from this District will be paid the salary to which that teacher is entitled as though on duty in this District.
- C. Credit on the salary schedule and/or professional growth credit will be given for the time spent in exchange teaching.

11. Other Teaching Leave

Teachers may be granted a leave of absence for the purpose of working in an environment that offers them a unique cultural experience. American schools overseas may be considered.

The following conditions will be observed:

- A. Leave will be granted for one and may be extended for one additional year.
- B. Credit on the salary schedule and/or professional growth credit, as per Policy 4130, will be given.

12. Professional Organization Leave

Leave of absence without pay shall be granted to a teacher, for the term of the teacher's office but not to exceed two years, for the purpose of serving as a state or national officer in a recognized professional educational organization. Such leave may be extended by the Board for subsequent one-year periods. A teacher returning to the District after such leave will not qualify for a salary increment; however, professional growth credit may be accrued if previously arranged in the professional growth plan.

13. Additional Provisions

The terms of this Policy will continue in full force and effect unless changed through the negotiations process as set forth in Policy 4135.

If any provision of this Policy is found contrary to law, then such provision will be deemed null and void, but all other provisions or applications thereof will continue in full force and effect.

Upon mutual agreement, this Policy may be renegotiated in whole or in part at any time during the life of this Policy.

Any additions, deletions or revisions to this Policy will be distributed to those affected, and be in effect after ratification by the Association membership and adoption by the Board.

Neither the recognized Association nor the Board can refuse to renegotiate this Policy at the next requested round of negotiations, following the timeline set forth in Policy 4135, if this Policy is included in the request. If the issues are unresolved as a result of the negotiations using all relief provided in Policy 4135, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of teachers' annual contract year.

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