

Leave of Absence Agreement

AR-4635

This agreement, entered into by the Board of Education of Gage County School District No. 34, hereafter referred

to as the School District, and _____ ,
Name of Employee
hereafter referred to as the Teacher.

WITNESSETH:

WHEREAS, the Teacher has requested the School District's permission to take a leave of absence as authorized by Nebraska Statute §79-838; and

WHEREAS, the School District has granted the Teacher's request and authorized a leave of absence subject to the terms of his agreement:

NOW, THEREFORE, in consideration of the terms herein set forth, the School District and the Teacher agree as follows:

1. The leave of absence will commence on the ____ day of _____, 20____, and terminate on the ____ day of _____, 20____ .
2. During the leave of absence, the School District shall not be responsible for any action or failure to act of the Teacher.
3. The Teacher shall not receive any salary, fringe benefits or payments for any kind from the School District during the leave of absence. However, the Teacher shall be permitted to continue health insurance coverage by payment of the monthly premiums in advance, to the School District. The Teacher shall be responsible for delivering the payments for the health insurance coverage to the administrative office of the School District on or before the first day of each month for which such health insurance premiums are due. For example, the payment for the coverage of the month of May would be due or before May 1. The failure to make a premium payment on time as described in this paragraph shall result in the termination of the insurance coverage for which the Teacher did not make the premium payment.

- 4. Upon the Teacher's return from the leave of absence, the School District will endeavor to reassign the Teacher to the same position or one which is comparable to the one held before the leave. However, the Teacher is not guaranteed reassignment to any particular position. The School District reserves the right to assign the Teacher as it deems appropriate and the Teacher agrees to accept the assignment and to devote full time and energy to the performance of the duties of the position.
- 5. The Teacher understands that the position which the Teacher held prior to the leave of absence could be amended or eliminated during the leave of absence or the number of teacher personnel could be reduced. In the event that any such change in a position or reduction in personnel would result in the termination or a reduction in the percentage of employment of the Teacher, the Teacher would be provided the rights set for in statue and board policy.

Teacher

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

On this ____ day of _____, 20____, before me the undersigned, a Notary Public duly commissioned and qualified

for and in said County, personally come _____, to me known to be the identical person whose name is affixed to the foregoing Leave of Absence Agreement, and acknowledged the execution thereof to be his or her voluntary act and deed.

Witness my hand notaries seal the day and year last written.

Notary Public

Secretary, Board of Education

President, Board of Education

Date (Month, Day, Year)

Date (Month, Day, Year)

Legal Reference: §79-838

School Board, Grant Leave of absence, Procedures, Rights.