

LEAVE OF ABSENCE AGREEMENT

Arapahoe-Holbrook Public Schools ("District") and its Board of Education ("Board"), and Shasta Hambidge, a certified teacher ("Teacher"), agree as follows:

WHEREAS, Teacher is in need of a leave of absence due to medical complications with the Teacher's child requiring the Teacher's care;

WHEREAS, the parties wish to execute this Agreement pursuant to NEB. REV. STAT. § 79-838; and

NOW, THEREFORE, in consideration of the items contained herein, the parties agree as set forth below.

1. **Acknowledgement of Employment.** The Teacher is employed as a certificated employee at the District pursuant to a contract for the 2023-2024 school year. However, the parties acknowledge that Teacher is unlikely to be able to perform her duties for some or all of the remaining portion of the 2023-24 contract year. It is the parties' desire that the Teacher will be able to return to full-time duties at the start of the 2024-25 contract year, or sooner if possible, but that a leave of absence is necessary at this time. Teacher's leave of absence as outlined in this Agreement shall not affect Teacher's current placement on the salary schedule of the Negotiated Agreement, and upon Teacher's return to work with the District she will advance on the salary schedule according to the terms of the Negotiated Agreement.

2. **Unpaid Leave of Absence.** Teacher has been continuously absent since on or about March 25, 2024, and will likely be continuously absent for the remainder of the 2023-24 contract year. Teacher has exhausted all paid and unpaid leave entitlements, by contract and by law. The parties agree that Teacher will be provided an unpaid leave of absence through the remaining duty days of the 2023-24 contract year, unless the teacher notifies the Superintendent of Schools of her ability to return to work sooner and does actually return to work.

3. **Payment for Benefits.** After collaboration between the parties, the Teacher has determined not to continue any benefits with the District during the leave of absence.

4. **Teacher's Review of Agreement.** Teacher affirms that she has read this Agreement in its entirety; has had the opportunity to consult with any representatives of her choosing regarding this Agreement; understands the provisions of the Agreement; and consents to each and every one of them.

5. **Severability.** If any portion of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Agreement.

6. **Entirety of Agreement and Amendment.** This Agreement contains the entire agreement between Teacher and the District. This Agreement may only be modified by written agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.


Teacher

Dated March 27, 2024.


Board President

Dated 3/28, 2024.