## Sec. 1. EMPLOYEE MILITARY LEAVE

Any Midland Academy Charter employee who is absent from employment due to voluntary or involuntary service in the uniformed services is entitled to certain rights and benefits under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) if:

1. The employee (or an appropriate officer of the uniformed service in which the employee serves) has provided written or verbal notice of such military notice to Midland Academy Charter (unless notice cannot be given because of military necessity or is unreasonable or impossible to provide);
2. The cumulative length of the absence and all previous absences from employment with Midland Academy Charter does not exceed five years; and
3. The employee reports to or submits an application for reemployment to Midland Academy Charter and applies with all other applicable requirements.

For purposes of leave under USERRA, "uniformed service" means the Armed Forces; the Army National Guard, and the Air National Guard when an individual is engaged in active duty for training, inactive duty training, or full-time National Guard duty; the commissioned corps of the Public Health Services; and any other category of persons designated by the President of the United States in time of war or emergency.

A person who is re-employed by Midland Academy Charter under USERRA is entitled to the seniority and other rights and benefits that he or she held on the date that uniformed service commenced, plus the additional seniority, rights, and benefits that would have been attained had he or she remained continuously employed.

### Sec. 4.15.1.1. Exception

Midland Academy Charter is not required to re-employ an employee if:

1. Circumstances at Midland Academy Charter have changed so as to make re-employment impossible or unreasonable;
2. The re-employment of the employee would cause undue hardship for Midland Academy Charter;
3. The employment with Midland Academy Charter from which the employee leaves to perform uniformed service is for a brief, nonrecurrent period and there is no reasonable expectation that employment with Midland Academy Charter will continue indefinitely or for a significant period; or
4. The employee is separated from uniformed service with a dishonorable or bad conduct discharge, under other than honorable conditions, or in other circumstances outlined in federal regulation at 20 C.F.R. § 1002.135.

*38 U.S.C. 4301, et. seq.*



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