

## LEAVE OF ABSENCE AGREEMENT

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This Leave of Absence Agreement (the "Agreement") is made as of this 05 day of January, 2018, (the "Effective Date") by and between ABC, Inc. ("Company"), located at 1291 Fernwood Lane, Richmond, VA 38291, and Kimiko Uehara ("Employee"), residing at 92 Billings Way, Richmond, VA 38911. Employee is presently serving as Accounting Manager. In consideration of the mutual covenants and agreements herein, the parties agree as follows:

**1. Leave.** Employee seeks a leave of absence due to personal issues. The Company has granted the leave of absence starting on the date of January 31, 2018 until June 30, 2018. Employee will return to the Company on the next business day.

**2. Compensation.** During the leave of absence, Employee will receive 30% of their normal salary. Employee will not hold any position or titles while on the leave of absence. Employee is not entitled to any benefits during this time off unless required by law. Employee's seniority rights will be unaffected by the leave.

**3. Employee Covenants.** In consideration of continued employment with the Company, Employee covenants that during their leave of absence from the Company that Employee will not engage in, own, or control any business or be employed in any capacity. Employee will not solicit the business of any client of the Company during this time.

**4. Termination.** Failure to comply with the terms of this Agreement will result in termination of employment.

**5. Injunctive Relief.** Employee acknowledges that breach of any of the covenants will give rise to irreparable injury to the Company. Employee acknowledges that such injuries are not adequately compensable by damages and that injunctive relief against such breach is available as a legal remedy. Employee agrees that the covenants herein are necessary for the protection of the Company's legitimate business interests.

**6. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.

**7. Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

**8. Governing Law.** The terms of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, not including its conflicts of law provisions.

**9. Dispute Resolution.** Any suit involving any dispute or matter arising under this Agreement may only be brought in a United States District Court located in the Commonwealth of Virginia or any State Court in Virginia having jurisdiction over the subject matter of the dispute or matter. All parties hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding. All parties waive, to the maximum extent permitted by law, any right to trial by jury in connection with any action or proceeding relating to this Agreement.

**10. Headings.** The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision in this Agreement.

**11. Entire Agreement.** This Agreement contains the entire understanding between the parties and supersedes and cancels all prior agreements of the parties, whether oral or written, with respect to such subject matter.

**12. Amendment.** This Agreement may be amended or modified only by a written agreement signed by all of the parties.

**13. Notices.** Any notice or other communication given or made to any party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that parties may subsequently designate by notice and shall be deemed given on the date of delivery.

**14. Waiver.** No party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Partner of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

\_\_\_\_\_  
Company Representative Signature

Marcie Graham  
\_\_\_\_\_  
Company Representative Full Name

\_\_\_\_\_  
Employee Signature

Kimiko Uehara  
\_\_\_\_\_  
Employee Name

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## GENERAL INSTRUCTIONS

### What is a Leave of Absence Agreement?

A Leave of Absence agreement is a written agreement between an employer and an employee. It documents the terms and conditions of an employee's leave of absence from a business. A leave of absence agreement grants an employee an absence from their job for a specific length of time, so they may attend to other matters. The employer agrees to hold the employee's job for the employee upon return from leave. The employee agrees to return at a specified time. Depending on the facts and circumstances of an individual case, a leave of absence agreement may include additional requirements that are fact specific. Some examples include:

- A requirement the employee document job specific training while on leave;
- Documentation of a medical need; or
- Regular updates regarding the purpose of the leave.

### When Employers Need a Leave of Absence Agreement

When a valued employee indicates a desire to leave employment for personal reasons, you as an employer may wish to execute a leave of absence agreement, which offers the employee assurances you will hold their job for them while they are away. You can set the terms and conditions.

### When Employees Need a Leave of Absence Agreement

If you are planning to take a leave from employment, a leave of absence agreement protects you and your position in the company. Leave of absence agreements are contracts -- a written guarantee you won't lose your job, your seniority, or your place in the company as a result of your leave. It also details expectations about benefits, conditions which must be met during the leave and immediately prior to return from leave, and how an employee's leave may transform into a termination.

### For Both Employers and Employees

A leave of absence agreement defines the terms and conditions of a leave. Any time an employee takes a leave of absence, a written agreement defining the terms of the leave and the expectations of both parties protects the rights of both.

## The Consequences of Not Having One

Without a leave of absence agreement, employees have no guarantee their job, or a similar position, will be available for them when they are ready to return from leave. Employers face uncertainty about when or whether an employee will return. Without reducing the agreement to writing, unintended consequences often present themselves. Failing to use a written document detailing the terms of the leave, leaves the initial intentions, and agreed upon obligations, to one's memory, making it highly susceptible to change or breach.

Disputes regarding the terms of the leave may result in unhappy employees, employers short of staff they need to complete the work, and, in some cases, lawsuits.

## The Most Common Situations of Using One

An employer has the option of using a leave of absence agreement in any situation they believe merits granting a leave of absence. However, the most common reasons for using a leave of absence agreement include the same reasons listed under the Family and Medical Leave Act (FMLA). Of course, the FMLA only covers employers and employees who meet certain criteria. Most common reasons for a leave of absence include:

- The birth of a child;
- The adoption of a child;
- A child placed in the home in foster care;
- An employee dealing with a serious health condition; or
- A situation arising out of an emergency related to a spouse, child, or parent on active duty status.

There may also be other situations where an employer may, but is not legally required to agree to a leave of absence.

## What Should the Agreement Include?

- Dates of the Leave
- Extension Details of the Leave
- Other Details Regarding Leave
- Details about Benefits (If Any)
- Details about the Job Position