

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
NAPOLEON FACULTY ASSOCIATION  
AND THE  
NAPOLEON AREA CITY SCHOOL BOARD OF EDUCATION**

Whereas, The Napoleon Faculty Association and the Napoleon Area City Board of Education are parties to a Master Agreement in effect through June 30, 2014; and,

Whereas, The Master Agreement (Article XV: Leaves) governs the use of various paid and unpaid leaves including paid sick leave; and,

Whereas, The same article (Article XV: Leaves) addresses the use of such leaves in conjunction with leaves under the Family Medical Leave Act (FMLA); and,

Whereas, The parties agree to amend the Master Agreement as designated below; and,

Now therefore, the parties agree to the following:

This Memorandum will be in effect through June 30, 2014.

This Memorandum can be modified at any time, if both parties agree.

All "past practice" for "maternity leaves" will no longer be in effect.

A bargaining unit member may use his/her accrued sick leave for the birth of his/her child during the first thirty (30) scheduled work days (for that bargaining unit member) following the birth of the child. (i.e. Weekends, holidays, and recesses will not count toward the 30 days.) For the purpose of this item, the first day of the thirty days will start on the date of the birth if the bargaining unit member uses sick leave on that day for the birth of the child. Otherwise, the first day will start on the first scheduled work day for that bargaining unit member after the birth.

For each of the thirty eligible days, the bargaining unit member may choose to use a full day of sick leave, a half day of sick leave, or no sick leave. If the bargaining unit member intends to use the sick leave in any manner other than thirty full days, he/she shall be responsible for communicating the schedule to his/her principal one week in advance.

If the bargaining unit member's accrued sick leave balance is exhausted during the thirty day period, the bargaining unit member would need to end the use of paid sick leave until he/she accrues additional paid sick leave. If such additional leave is available within the thirty day period, the bargaining unit member may use the additional paid days within the original thirty day period. The bargaining unit member would need to work and/or use another form of leave (if eligible) in the event that the bargaining unit member does not have accrued sick leave to use.

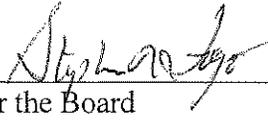
This agreement in no way limits the bargaining unit member's rights to and use of sick leave under any existing provision of the Master Agreement during or beyond the thirty days except that such other uses will not extend the thirty day timeline for use of sick leave under this MOU.

This agreement in no way limits the bargaining unit member's rights to and use of leave under the Family Medical Leave Act during or beyond the thirty days except that any time taken off under the provisions of this MOU can be counted toward the bargaining unit member's FMLA limit.

For example, during the thirty days or after the thirty days has ended, a bargaining unit member may use accrued sick leave due to personal illness (as a result of the birth or any other illness), due to the illness of a child (whether or not the "baby" for which the thirty days was granted) or for any other reason for which accrued sick leave may be used. The documentation that the District may require for such absences would be no different than it normally requires for the use of sick leave under that reason. Any application of such leaves to FMLA limits would be treated the same as the District would typically apply (or not apply) such leaves to FMLA limits. Such uses would not change the date that the thirty day time period ends, but they might impact the bargaining unit member's date of return.

This agreement shall be affixed to the 2011-2014 Master Agreement. Upon the signature of the parties, this agreement shall be in effect with an effective date of March 15, 2012.

  
\_\_\_\_\_  
For the Association

  
\_\_\_\_\_  
For the Board

5-30-12  
\_\_\_\_\_  
Date

5-30-12  
\_\_\_\_\_  
Date