

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this 18th day of June, 2018 by and between the Bryan City Board of Education (hereinafter "Board") and the Bryan Education Association (hereinafter "Association").

WHEREAS, the Board and the Association are parties to a collective bargaining agreement the effective dates of which are July 1, 2017 through June 30, 2020 (hereafter referred to as the "Agreement"); and

WHEREAS, the parties wish to replace its current sick leave bank with a sick leave donation program for the benefit of bargaining unit members.

NOW THEREFORE, the Board and the Association agree as follows:

1. The Board and the Association agree to the attached Sick Leave Donation Program effective July 1, 2018.
2. Effective July 1, 2018, the current Sick Leave Bank shall be dissolved and all days in the Sick Leave Bank shall be returned to the member who made the donation. In addition, Article VII(A)(7) shall be deleted from the Agreement.
3. All other terms of the Agreement not addressed herein shall remain as currently written.

Bryan Education Association

Bryan City School District Board of Education


Association President


Board President


Treasurer

BRYAN EDUCATION ASSOCIATION SICK LEAVE DONATION PROGRAM

An employee who is member of the Bryan Education Association (hereafter referred to as the "Association") and that has exhausted all of his/her sick leave may apply to the Sick Leave Donation Committee for a donation of sick leave. The application must include a physician's statement indicating the nature of the illness or injury, diagnosis and prognosis, and the projected date of return to work. Application for a sick leave donation may only be made for catastrophic illness or injury. Catastrophic illness or injury is defined as an illness or injury that is "unusual, extraordinary, sudden, an unexpected manifestation of the forces of nature which cannot be prevented by human care, skill or foresight".

The Sick Leave Donation Committee (SLD) shall be made up of the Treasurer, a Building Principal, and one representative from the Association. Upon receipt of the application to the Sick Leave Donation Program, the SLD shall review the application to determine if the application meets the qualifications for eligibility. If the application is denied, the requesting employee may appeal this decision to the Superintendent.

If the application is approved, the SLD Committee shall notify all employees in the Association that there has been a request for sick leave and the name of the individual requesting sick leave. The requesting employee may only be granted a total of up to thirty (30) days for the first application. If those days are exhausted, the employee may make one additional application for up to another thirty (30) days. Under no circumstance will an employee be entitled to more than sixty (60) days during their employment.

Upon receiving notification of the application for a sick leave donation, each bargaining unit member may donate up to five (5) days of sick leave to a pool that will be credited to the requesting employee. The donations will be credited as one (1) day for every one (1) day donated. A total of thirty (30) days may be donated for each application. If the SLD Committee receives donations of more than thirty (30) days, the SLD Committee shall allocate the donations among each donating bargaining unit employee, e.g., if ten (10) people donate five (5) days each, each employee will only be charged with a donation of three (3) days. Upon finalization of the identity of the donors, and the number of days each donor is donating, the SLD Committee will notify the Treasurer, in writing, of the name of each donor, how many days they are donating, and the name of the person to whom the days should be credited. Upon receipt of this information, the Treasurer shall verify that each donor has the requisite number of days to their credit, and if so, deduct those days from the donor, and credit thirty (30) days to the account of the requesting employee.

If the employee making the donation has accumulated the maximum number of sick days at the time the donation is made, the donated days shall be deducted

from that maximum. However, any days accrued after the donation will be credited toward the maximum number allowing the bargaining unit employee to reach the maximum anew, time permitting.

If a bargaining unit employee applies for, and is granted a donation of sick leave days, the days shall be paid at a per diem rate based on the employee's current rate of compensation.