

**MEMORANDUM OF UNDERSTANDING
ARTICLE 7: LEAVES
FOR SCHOOL YEARS JULY 1, 2023 – JUNE 30, 2026**

This Memorandum of Understanding is made this 14th day of December 2023, by and between the RSU No. 5 School Board of Directors (the "Board") and the Coastal Education Association, Educational Support Professional Unit (the "Association").

WHEREAS, the Board and the Association negotiated the Collective Bargaining Agreement Between the Board and the Association for School Years July 1, 2023 – June 30, 2026 (the "Agreement"); and to provide clarity regarding *F. Sick Leave Bank*, the parties agree to the following:

F. Sick Leave Bank

The intention of the sick leave bank is to provide additional sick leave days to employees who experience a serious or catastrophic non-work related illness or injury, who have exhausted their personal accumulated sick leave days. By October 31st of each school year, the Superintendent shall provide to the President of the Association and an ESP Board member verification of the number of days available in the bank as well as a list of current participants.

1. ~~As of the execution date of this Agreement, the beginning number of accumulated days in the bank is zero (0).~~
2. To be eligible for the sick leave bank an employee must contribute one (1) day of their annual sick leave days to the sick leave bank by October 1st of each year.
3. Any unused days in the sick leave bank remaining at the end of the school year shall be carried forward and accumulated.
4. If, during any year, the balance of Sick Leave Bank days falls below fifty (50), members will be asked by the Superintendent, Association President and an ESP Board member to voluntarily contribute one (1) additional day from the employee accumulated sick leave days in an effort to sustain the bank.
5. Deductions from the bank shall be irrevocable and may not be redeemed from the bank except by an authorized withdrawal for long-term illness under this provision. Application for withdrawal from the sick leave bank shall be presented to the Superintendent, Association President, and an ESP Board Member as soon as possible.

6. ~~A participant of the sick leave bank may use up to ten (10) sick leave bank days per 2020-2021 school year. A participant of the sick leave bank may use up to fifteen (15) sick leave bank days per 2021-2022 school year. A participant of the sick leave bank may use up to twenty (20) sick leave bank days per 2022-2023 school year;~~ thereafter, a participant of the sick leave bank may use up to twenty (20) sick leave bank days per year. The sick leave bank days will be at full pay with written approval from the Superintendent and the Coastal Education Association.
7. All annual and accumulated sick leave days must be exhausted prior to withdrawals from the bank.
8. The participant must have been absent for at least five (5) consecutive school days prior to withdrawal from the bank. Reimbursement will be retroactive to the beginning of the five (5) day period.
9. If a participant is medically cleared to return to employment on a part-time basis, portions of the approved Sick Leave Bank days may be used as needed up to the total amount taken out.
10. To be eligible to withdraw days from the Sick Leave Bank, an employee must submit medical documentation certifying that their illness or injury constitutes a serious Health Condition as defined by the Family and Medical Leave Act.

AnneMarie Spagnuolo
CEA
12-14-23


Michelle
RSUS Board of Directors
1/10/2024