CENTRAL BUCKS SCHOOL DISTRICT
MEMORANDUM OF UNDERSTANDING
Between the Board of School Directors for the Central Bucks School District and the Central Bucks Education Association

On this ___ day of _____ 2026, this Memorandum of Understanding (hereinafter referred to as the "MOU") is entered into by and between the Central Bucks Education Association ("CBEA") and the Central Bucks School District, ("District").

As an agreement brought forth to settle a grievance filed by the Association regarding denials for extensions of child-rearing leave, both the CBEA and the District agree to the following MOU. The language in this MOU shall be enforced upon ratification by both parties and shall replace ARTICLE VII. LEAVES OF ABSENCE of the current collective bargaining agreement in the successor agreement.

ARTICLE VII LEAVES OF ABSENCE

A. LEAVE PURSUANT TO THE FAMILY AND MEDICAL LEAVE ACT of 1993.

1. **Family Medical Leave Entitlement.** Employees are entitled to leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), subject to the eligibility requirements of the Act and the conditions set forth in the District's policy implementing the Act. Leave under FMLA is not provided in addition to other leave options available under this Article. Employees must apply for the leave through the Human Resources Department and receive District approval.
2. **Concurrent Leaves.** If eligible for leave under FMLA, all paid and unpaid leaves of absence run concurrently with FMLA.
3. **Eligibility for Unpaid Leave Concurrent with FMLA.** To be eligible to request an unpaid leave of absence which runs concurrently with an FMLA period, an employee must have completed one (1) year of full-time professional employment and/or have been back to work from previous leave for at least one full year before the employee may apply for another unpaid leave. All paid leaves of absence run concurrently with FMLA, if applicable.
4. **Use of Sick Leave Days During FMLA.**
    a. Paid Sick Leave Days may only be used during leave under FMLA if the reason for the leave under FMLA is eligible for the use of Paid Sick Leave Days.
    b. An employee on leave under FMLA may hold up to five (5) illness days in their bank for illnesses that may arise upon return from leave. If applicable, this will extend the short-term disability elimination period by the same number of workdays. Employees who qualify for disability due to maternity/childbirth may exclude up to ten (10) sick days from the elimination period to qualify for short term disability.
5. **Continued Benefits During FMLA.** During the FMLA period medical benefits will continue at the normal employee share (the employee will be invoiced if in unpaid FMLA status). Payroll deductions for medical benefits will be taken during any paid time. An employee with unpaid time within the FMLA period will be invoiced for the employee share.
6. **Continued Leave After FMLA Period Expires.** If an employee exhausts their leave under FMLA, but the reason necessitating FMLA remains, the Employee may request unpaid leave for less than an entire year. The request must, at a minimum, be for the remainder of, or for an entire semester/trimester. The employee shall be offered continued health under the district group plan. The employee pays the full plan premium (employee plus employer share).

B. UNPAID LEAVE.

1. **Unpaid Leave for Purposes Other than Child-Rearing and not covered under FMLA.**
    a. **Eligibility.** An employee may request an Unpaid Leave of absence for a good and sufficient reason unrelated to FMLA. The leave year shall count as a null (zero) year and will not count towards step movement, seniority, pension, or any other benefit. This request shall be made through the Human

Resources Department and must be approved by the Board of School Directors. The Board shall have discretion to grant or deny the leave.

b. **Initial Request and Duration of Leave.** Requests for an Unpaid Leave under this section must be submitted by April 1 for consideration for the following school year. The request must encompass one entire school year. The Leave shall normally commence and terminate with the beginning of the school year in September, except for unique and/or extenuating circumstances.

c. **Health Care Benefits During Leave.**
   i. Employees on approved Unpaid Leaves of Absence not covered under FMLA section shall not be considered active employees of the school district during the period of the leave and shall not be entitled to any benefits granted to active employees including, but not limited to salary, fringe benefits, sick leave, personal leave, or other types of paid benefits which are granted to active Employees.
   ii. The employee shall be allowed to remain a member of District group insurance plans, including medical, prescription drug, dental, vision, and voluntary life insurance at their own expense. If the employee elects to continue as a member, the employee shall make monthly payments for the invoiced amount to the District at 100% of the full cost of the premiums.

d. **Return to Active Employment.**
   i. **Reinstatement of Benefits.** Upon return to active employment, immediately upon the expiration of the board-approved Unpaid Leave of Absence, seniority, accumulated sick leave, and full participation in all the benefits of employment shall be restored to said employee and such employee shall be assigned to a position in the same building for which the employee is certified, subject to the District's right to transfer employees under Article XI, Section G. of this contract.
   ii. **Non-Return.** An employee who does not return upon expiration from a board-approved Unpaid Leave of Absence shall be determined to have resigned as of the date such authorized leave commenced. However, the Board may waive the provision of this subsection. The Board's decision shall not be subject to the grievance procedure, nor does it constitute a practice.

2. **<u>Unpaid Leave for Child-Rearing Purposes.</u>**

a. **Eligibility.** Any employee who is expecting the birth of a child, or who expects to adopt a child, and who wishes to continue employment following a period of absence taken for the purpose of rearing a child, shall be eligible for an Unpaid Leave for Child-Rearing Purposes.

b. **Initial Request for Child-Rearing Leave.**
   i. Except for extenuating circumstances, the employee must submit the request for such leave to the Office of Human Resources no later than ninety (90) days prior to the effective date of leave. Requests shall not be unreasonably denied.
   ii. The written request shall specify the expected date of birth or adoption of the child and specify the proposed period of leave.

c. **Duration of Leave.**
   i. Start of Leave.
      1. The first day of Child-Rearing Leave shall begin on the first day the eligible employee enters unpaid status, following the exhaustion of any applicable paid leave used during the employee's FMLA and/or disability period.
      2. The disability period for natural birth is six (6) weeks, equal to forty-two (42) days. The disability period for cesarean section delivery is eight (8) weeks, equal to fifty-six (56) days.
   ii. Maximum Length of Leave.

1. **Secondary Employee Duration.** An eligible secondary employee shall be entitled to an unpaid leave of absence for a period not to exceed three (3) semesters for the purpose of child-rearing. The semester during which the unpaid leave begins will be counted as the first full semester toward the maximum amount of leave.
2. **Elementary Employee Duration.** An eligible elementary employee shall be entitled to an unpaid leave of absence for a period not to exceed five (5) trimesters as long as the fifth (5^{th}) trimester does not return the employee to work in the last trimester of the year. The trimester during which the unpaid leave begins will be counted as the first full trimester toward the maximum amount of leave.

d. **Request for an Extension of Child-Rearing Leave.** Should the employee desire to extend their unpaid Child-Rearing Leave beyond the initial approved leave period, the employee may submit one (1) extension request, which must be received by the District at least forty-five (45) calendar days prior to the first day of the return to work at the conclusion the original leave. The Board shall not unreasonably deny any such request. Any requests not received by the district by the forty-five (45) day deadline shall not be considered and is not subject to the grievance process.

e. **Request for Early Termination of Child-Rearing Leave.** An employee who wishes to terminate the leave prior to the approved end date may request approval of an earlier termination date. Any approved early termination date must coincide with the beginning of a trimester or semester, as applicable to the employee's grade level. This request must be submitted to the Human Resources Department no later than forty-five (45) days prior to the original end date of the leave. Reinstatement at an early termination date is contingent upon the existence of a vacancy for which the employee is certified. A position held by a long-term substitute is not considered a vacancy for purposes of early termination.

C. OTHER

1. Effective 2019-2020, school year employees shall be limited to no more than three (3) consecutive years of job sharing.
2. The District will provide one overlap day between a long-term substitute and a member when the member takes a planned leave during the school year of longer than ten (10) days. In extenuating cases, with administrative approval, a second overlap day may be provided.

FOR THE CENTRAL BUCKS SCHOOL DISTRICT	**FOR THE CENTRAL BUCKS EDUCATION ASSOCIATION**
_____	_____
Name/Title: _____	Name/Title: _____
Date: _____	Date: _____
Board Approval Date: _____	_____