

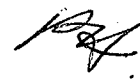
**THE FRASER BOARD OF EDUCATION AND MEA-NEA LOCAL 1
TENATIVE AGREEMENT
JUNE 24, 2011**

The Fraser Board of Education and MEA-NEA Local 1, Fraser in their mutual desire to protect the well functioning and stable relationship that benefits both parties and the interests they serve, agree to extend the current Master Agreement until August 31, 2014 (Excluding Article II, III and Exhibit A). All articles will remain in effect until August 31, 2014 (Excluding Article II, III and Exhibit A) with the exception of salary and benefits (Article II, III and Exhibit A). Salary and benefits (Article II, III and Exhibit A) will remain in effect until August 31, 2012. In the spring of 2012, the parties will meet to begin bargaining salary and benefits (Article II, III and Exhibit A) going forward. At the same time, they will bargain the calendars for 2012-2013 and 2013-2014.

COLA will remain capped at zero until August 31, 2014.

In consideration of this extension, the FEA agrees to a 10% premium co-pay (pre-tax) on all benefits (Medical, Dental, Vision, Life Insurance and LTD) beginning September 1, 2011 for school year 2011-2012. The amount deducted for the co-pay will be divided equally between the employee's pays.


6/24/2011


6-24-11

**LETTER OF UNDERSTANDING
BETWEEN FRASER PUBLIC SCHOOLS AND
MEA/NEA LOCAL 1, FRASER EDUCATION ASSOCIATION
June 23, 2011**

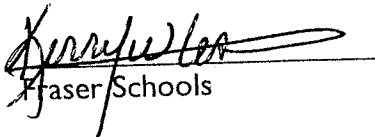
The parties agree that the evaluation language in the Master Agreement will be changed to accommodate changes in state law. The parties agree to use the Michigan Education Alliance recommendations (May 2011), which includes the Macomb County Dashboard. The exact contract language will be completed by the bargaining teams before the beginning of school year 2011-2012.

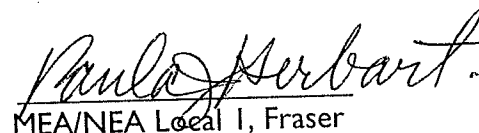
The parties agree that the evaluation language and forms will include the following provisions:

Evaluations will be conducted annually.

The evaluation will include a category identified as Student Growth. The Student Growth category will be based on a combination of factors and a variety of measures that include those recommended by the Macomb County Dashboard-Student Growth Measures agreement. This will include district, building, and teacher developed measurements as well those required by the state including a merit pay component.

The evaluation ratings will include: Highly Effective, Effective, Minimally Effective, and Ineffective.


Fraser Schools


MEA/NEA Local 1, Fraser

Fraser Schools

MEA/NEA Local 1


6/23/2011

Fraser Public Schools
 Analysis of MEA Monthly Benefit Cost
 (Costs below are based on Illustrative Rates)

<u>MEA BENEFIT COST</u>	<u>SINGLE</u>	<u>TWO PERSON</u>	<u>FAMILY</u>	<u>RATE EFFECTIVE DATE</u>
Medical	\$ 402.82	\$ 966.79	\$ 1,208.48	7/1/2011-6/30/2012
Dental	73.43	73.43	73.43	Rates subject to change 11/01/2011
Vision	3.59	7.72	11.62	7/1/2011-6/30/2012
Life	11.50	11.50	11.50	Rates subject to change 1/1/2012
LTD **	<u>12.45</u>	<u>12.45</u>	<u>12.45</u>	Rates subject to change 1/1/2012
Total Monthly Cost	<u>\$ 503.79</u>	<u>\$ 1,071.89</u>	<u>\$ 1,317.48</u>	
Cost Share %	10.00%	10.00%	10.00%	
Cost Share per month	<u>\$ 50.38</u>	<u>\$ 107.18</u>	<u>\$ 131.74</u>	

0-24-11

PKS

6/24/2011


** Monthly Cost is based on Annual Salary. Used the salary for a teacher at MA+30 Step 10

**Fraser Public Schools District And Local 1, MEA/NEA
Tentative Agreement
November 15, 2010**

The parties most recent collective bargaining agreement expired on August 31, 2009. Under this contract the parties were to negotiate a new salary schedule for the 2008-09 school year. The parties have been in negotiations over this 2008-09 salary schedule since directed to do so by Arbitrator William P Daniels and have not reached agreement to date. The parties have also been in negotiations over the terms of a successor collective bargaining agreement.

To assist in reaching agreement, the parties have utilized the services of a State mediator. More recently the State appointed attorney George Roumell to conduct a fact-finding proceeding to assist the parties in negotiations. After several meetings with the parties, Mr. Roumell shared with the parties a preliminary Fact-Finder's Findings Of Fact, Report And Recommendations to resolve both the salary schedule issue under the previous contract as well as the issues separating the parties on the successor agreement. Both parties representatives have indicated a willingness to recommend acceptance of Mr. Roumell's recommendations for ratification.

Accordingly, the parties tentatively agree as follows:

1. The parties agree to resolve the salary schedule issue for the 2008-09 school year under the previous contract, as well as the terms of a new successor labor contract to cover the period September 1, 2009 through August 31, 2012, on the basis of the recommendations made in Mr. Roumell's preliminary Fact-Finder's Findings Of Fact, Report And Recommendations issued November 15, 2010 (copy attached).
2. The parties agree that Mr. Roumell shall retain jurisdiction to assist in resolving any disputes regarding his recommendations or the parties' ongoing negotiations in the joint committees on the topics identified in his preliminary Report as well as the Association's proposal to clarify the parties intent in Article IV (see attached) that may require further ratification of additional changes in the existing terms and conditions of employment under the parties 2009-2012 agreement based upon the recommendations of the joint committees.
3. In addition to the topics identified in Mr. Roumell's preliminary Report that are to be addressed by joint committees, the parties also agree to address the issue of displacement of teachers at the elementary level in the event of reductions in staff with the goal being to modify the language to have the least senior bargaining unit member in a building rather than at grade level be the one displaced under Article VI C 2 a(1) in the event a reduction in building staff is determined to be necessary consistent with the collective bargaining agreement.

All other contract provisions established under the 2006-2009 Agreement not addressed above or in Mr. Roumell's preliminary Report shall remain unchanged in the successor agreement. All pending unfair labor practice charges shall be withdrawn upon ratification of the successor agreement by both parties of the 2009-2012 collective bargaining agreement and salary settlement for 2008-2009 as recommended in Mr. Roumell's Report. It is further understood that agreement on the successor labor contract is contingent upon ratification by the Association membership and the Board of Education.

For the Local // FEA:

For the District:

Date: _____

Date: _____

STATE OF MICHIGAN
DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
MICHIGAN EMPLOYMENT RELATIONS COMMISSION
FACT FINDING

In the Matter of:

FRASER PUBLIC SCHOOLS

-and-

MERC Fact Finding
Case No. D09 C-0313

MEA/NEA LOCAL 1

**FACT FINDER'S FINDINGS OF FACT,
REPORT AND RECOMMENDATIONS**

APPEARANCES:

FOR FRASER PUBLIC SCHOOLS:

John L. Gierak, Attorney
Ed Grewe, Personnel Administrator

FOR MEA/NEA LOCAL 1:

Daniel J. Hoekenga, Executive Director
Paula Herbert, Unit President

Background

The governed body of the Fraser Public Schools is the Fraser Board of Education, with the Chief Administrative Officer being the Superintendent of Schools. In operating its K-12 program, the Board employs approximately 300 teachers represented by MEA/NEA Local 1. In addition, there are 140 employees in apparently five AFSCME units in non-teaching positions. There is a 12-person administrative independent unit that bargains as well as a 40-person special education paraprofessionals consisting of both part-time and full-time employees who likewise are in a separate bargaining unit.

Over the years and currently, the teachers, the Board, the administrative staff and the Superintendent have worked as a team to produce an outstanding educational program in the

Fraser Public Schools. The District has a successful graduation rate as well as a high number of students seeking higher education.

Like many districts in Macomb County and elsewhere, Fraser, relying on State aid based on student enrollment for a substantial portion of its budget, has in recent times been faced with financial constraints. While other districts have been losing student enrollment, Fraser, because of its outstanding education program, has been able through an aggressive campaign, based upon the school of choice provisions in the Michigan School Code, has been able to attract students from other districts that has had a financial impact on the Fraser Public Schools.

The most recent Collective Bargaining Agreement between the teachers and the Board expired on August 31, 2009. However, that contract for the 2008-2009 school year had a wage reopener. The parties have not yet reached agreement concerning wages for 2008-2009. In addition, the parties did negotiate, or at least exchange proposals for a contract covering the period September 1, 2009 through August 31, 2011. Among the issues were salary, health care insurance, high school scheduling, questions addressing teacher evaluation and pay for performance/extra pay for extra work, the so-called School Reform Act 2009, and issues concerning State and Federal mandated provisions.

There were two mediation sessions occurring on March 16 and March 31, 2010, respectively. Thereafter, the Board filed a petition for fact finding following which several more mediation sessions were conducted without success. Subsequently, this Fact Finder was appointed. As a result, this Fact Finder met with the parties twice as well as conducting a phone conference with Counsel to discuss the issues and explore the facts. As a result of his explorations, this Fact Finder will make recommendations that should settle the parties' dispute

as, in the view of this Fact Finder, it is in the best interest of the teachers and the Board, as well as the public and the students of the Fraser Public Schools, that a contract be adopted so that full attention can be turned to other matters that are important to maintaining the high standards in the Fraser Public Schools.

Discussion

In making findings of fact and developing a recommendation, fact finders should rely on criteria. The statute as to fact finders as such does not set forth any specific criteria. However, there is a statutory guide that fact finders use, namely, the criteria that the Legislature has provided in Act 312 of Public Acts of 1969 and Section 9 thereof (MCLA 423.239), the Act that provides for compulsory arbitration of police and fire labor disputes. Section 9 reads:

Where there is no agreement between the parties, or where there is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable.

- (a) The lawful authority of the employer.
- (b) Stipulations of the parties.
- (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally.
 - (i) in public employment in comparable communities.
 - (ii) In private employment in comparable communities.
- (e) The average consumer prices for goods and services, commonly known as the cost of living.

- (f) The overall compensation presently received by the employees including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact finding, arbitration or otherwise between the parties, in the public service or in private employment.

Essentially, the Act 312 criteria address the cost of living, the financial ability of the employer to fund the awards, and internal comparables as well as external comparables with other similarly situated public and private employees. In other words, the economic realities of the situation must be considered.

In addition to the enumerated criteria the Legislature, in setting forth Section 9(h), incorporated criteria sometimes used by fact finders in making recommendations as to collective bargaining agreements, which are not specifically enumerated in Section 9.

Among the criteria utilized by fact finders are the bargaining history of the parties, both past and current, as well as the "art of the possible," namely, what is a possible settlement between the parties recognizing the give-and-take of negotiations.

It is this criteria that this Fact Finder will utilize.

As already mentioned, Fraser Public Schools has been faced with financial restraints. Health care costs have been rising. State aid has been restricted and has not kept up with rising costs. Furthermore, but for the District's excellent program attracting students by virtue of the school of choice, the District would have difficulty having a balanced budget and not be in deficit

financing. Furthermore, the District over the last few years has cut funds from its budget to avoid deficit financing.

Recognizing the above facts, the Fact Finder turns to the proposition that this Report is being issued on November 8, 2010 following a last hearing date on November 5, 2010. It seems that the parties have been in negotiations, including mediation, in excess of a year. This suggests that there comes a time when the contract should be adopted.

The parties' difficulty stems from two economic factors, namely, salary and health insurance costs. There is also the proposition that if the parties only settled for the 2008-2009 wage reopener and for a 2009-2011 contract, the parties would be back in negotiations within two or three months for a successor contract. This would mean that Fraser would be in perpetual negotiations. This is not a desirable situation.

Thus, this Fact Finder is recommending a contract that expires on August 31, 2012 to cover the 2008-2009 wage reopener, the 2009-2010 year, the 2010-2011 year and 2011-2012. As pointed out, the reason for doing this is to bring stability and allow the Board to stabilize its finances.

Turning to the issue of salaries, the Fact Finder is aware that the administrative group and the AFSCME units took a reduction in wages. When the Fact Finder first met with the parties, the District was maintaining that its proposal includes a provision for wage reduction at least for 2008-2009 second semester of 5% at all steps plus cutting longevity in half and eliminating the Master's plus 15 lane and the COLA provisions.

The teachers had proposed increases for 2008-2009, 2009-2010, 2010-2011 as well as maintaining longevity and increased provisions as to COLA. As the Fact Finder looks at both

approaches, the realism of the financial situation does not support the teachers' position. Likewise, when a comparable with other surrounding school districts is made with recent settlements, it would seem that a modification of both positions should follow.

The Romeo Community Schools and the Warren Woods Public Schools have recently reached agreements. The Romeo Community Schools reached an agreement providing for a three year contract with zero increases in each year on the salary schedule, a provision for off-schedule pay at the top of the scale for the last two years of the contract, and for the last year of the contract a step freeze. The Warren Woods contract went from 2010 to 2012 and for each of the two years provided for a zero increase on the salary schedule and .5% off-schedule for each of two years at the top of the scale. There was no step freeze in that contract.

Turning to finances again, the Fraser fund balance June 2010 is 4%. The Romeo fund balance June 2010 is 10%. The Warren Woods fund balance June 2010 is 16%. One can thus conclude that Fraser is in a more difficult financial situation than either Romeo or Warren Woods.

Yet, this Fact Finder turns to the art of the possible. It seems clear that in today's economic climate going into 2011-2012, nearby districts have agreed to zero increases on the schedule. In one of the three years, Romeo has agreed to a step freeze. Both school districts – Romeo and Warren Woods – have agreed to .5% or 1%, respectively, off-schedule for two years of their contract for those at the top of the salary scale.

The rationale for doing same is that those who are at the top of the scale will not be receiving pay increases if there are zero pay increases for each of the years of the contract, whereas those who are progressing through the salary schedule would be receiving annual

increases until reaching the top of the scale. Given the fact that two recent settlements within Local 1 (Romeo and Warren Woods) do provide for off-schedule payments at the top of the scale for at least two years of their contract and the above rationale for doing so, this Fact Finder would recommended a half percent off-scale for 2010-2011 and a half percent off-scale for 2011-2012 for those at the top of the scale along with zero increases for 2008-2009, 2009-2010, 2010-2011 and 2011-2012.

In terms of the salary scale, from 2008 through 2011 it shall remain as is with the usual progression. However, for 2011-2012, the salary schedule will be frozen, meaning that if an individual in 2010-2011 was at the 5th Step, that person would remain at the 5th Step in 2011-2012. However, there would be a provision that this freeze is for one year only and that with the successor contract the freeze would be lifted so that in 2012-2013 that person would then go to Step 6. This concept of a freeze for one year was recognized in Romeo. There was no freeze in Warren Woods. However, when one considers that Warren Woods has a fund balance of 16%, as compared to Fraser's fund balance of 4%, there is a reason to have the step freeze in 2011-2012 as was the case in Romeo. It is also true that Romeo had 1% off-schedule for two years at the top of the scale. Warren Woods had .5% for two years at the top of the wage scale. But, again, both Warren Woods and Romeo had more favorable fund balances than Fraser.

The point is that both those districts made adjustments as to the top of the pay scale. The district that went for 1% took a true step freeze in 2011-2012. The district that went from .5% at the top of the scale took no step freezes. But each had, to repeat, a more favorable fund balance.

The teachers would say, "Why not give us the 1% off-schedule?" or eliminate the step freeze for 2011-2012. The answer is straightforward. The District cannot afford it. This

particularly follows when others in the District actually took a wage cut.

On the other hand, from the Board's standpoint, the pattern that is emerging in the area does recognize some zeroes on the overall schedule. In this case, the Board is obtaining a recommendation of four years without a wage increase except for step increases. In return, the Board should be prepared to give some off-schedule pay at the top of the scale – in this case, the recommended .5% for two years along with a step freeze for 2011-2012. This is the art of the possible. Otherwise, the parties will be continuing to negotiate and the negotiations could well become difficult. And for a District that prides itself in education, this is not in the best interest of either the Board or the teachers. The contract must be “put to bed.”

The District has asked to add two more steps to the pay schedule at the bottom of the schedule. This will help the District in regard to salary phase new teachers. The proposal is for the lowest step being \$1,000 below the current lowest step and the next lowest step being \$500 below the current lowest step. This seems appropriate. It will take effect on September 1, 2011 and, therefore, will not affect any current teachers. But the proposal, which should be adopted and is hereby recommended by this Fact Finder, will be a cost saver for the District in the future.

There was the issue of the cost of living. Over the years, the cost of living has been held in abeyance, namely, it has not been implemented. It is the intent of this Fact Finder to keep the cost of living language in the contract, but not to have it implemented during the term of the contract. In other words, the cost of living provision shall be held in abeyance as it has in the past for the term of this contract.

There is the issue of health care insurance. The Board has proposed continuing the present Blue Cross Blue Shield Community Blues 15 PPO with a drug co-pay of \$15 generic,

\$30 brand name and \$60 out of formula co-pay, a \$500 for individual and \$1,000 for family deductible and a \$20 office visit. In addition, the Board has proposed teachers pay 10% of the premium cost and 10% of the wrap up cost.

The Union has proposed adopting a MESSA Choice 2 plan with a \$20 office visit, an Rx saver, plus a \$200 individual and \$400 family deductible.

There was much debate about which plan would save money for the District as the District was interested in containing its health care costs. There is no question that health care costs are a significant component of the Board's costs.

The problem for the District is that it has a Blue Cross Blue Shield Community Blues PPO plan for all its other bargaining units and employees; that these employees do have the \$15, \$30 and \$60 drug co-pay card. They also have a \$20 office visit which the Board has proposed and premium co-pay.

The Board negotiators believe that from a cost standpoint there could not be two plans in the District; that since there were contracts with the other groups, the Board insisted on continuing with a Blue Cross Blue Shield plan with changes as proposed.

In considering the art of the possible, namely, what is possible to obtain an agreement, this Fact Finder, because there would not be an agreement without continuing a Blue Cross Blue Shield plan, since the Board was adamant in doing so, that this plan be continued with the \$15 generic, \$30 brand name and \$60 formula drug co-pay, a \$20 office visit and a \$250 for individual and \$500 for family deductible. There will be no premium or wrap around co-pays. The other provisions in the contract as to health insurance will remain. This provision, in terms of deductibles and co-pays, is near those (although not exactly) in the proposed MESSA plan. It

does not provide for premium co-pays. But the Board should understand that it is getting Blue Cross Blue Shield that it was insisting. The teachers are getting the plan they are familiar with, with some changes that they would have accepted relatively if the MESSA plan had been adopted.

This is a compromise. It does not give the Board the premium co-pay. The teachers do not pay the premium co-pay. But both obtain a plan that both are familiar with. And this plan, with the changes, represents some savings to the Board which in turn can be beneficial to the teachers in future negotiations.

There were other issues. There was, as pointed out, the question of the high school schedule, the question of the calendar for 2011-2012, provisions for teacher evaluation and merit pay as might be required by the revised School Code and Federal law. These provisions are best resolved by joint committees of the teachers and the administration. Thus, the Fact Finder will recommend that each party appoint members of the committees to address each of the above issues – “merit pay”, evaluation, high school schedule and calendar – by December 1, 2010. The number on the committee from each party will be equal and presumably there will be a co-chair with one administrator and one teacher. The teachers will be selected by the Fraser Education Association. The committee should meet no later than January 15, 2011. The reports should be completed by May 1, 2011. This Fact Finder has provided a schedule for these appointments and organization meeting and deadlines so that it is clear that the intent is that the work of these committees should not languish.

It is the above rationale, applying the criteria, namely, comparable, ability to pay and the art of the possible that this Fact Finder issues the following Recommendations.

RECOMMENDATIONS

1. The Collective Bargaining Agreement shall be for the period through August 31, 2012.
2. The wages shall be as follows: for 2008-2009, zero increase; for 2009-2010, zero increase; for 2010-2011, zero increase ; for 2011-2012, zero increase.
3. The salary schedule shall remain as is with the provided step increases except from September 1, 2011 through August 31, 2012 the salary schedule will be frozen at the rate of the 2010-2011 schedule, but this freeze shall be for one year only.
4. Beginning on September 1, 2011, there will be added two steps at the bottom of the scale with the lowest step being \$1,000 lower than the then current lowest step and the next highest step being \$500 higher with the salary schedule beginning September 1, 2011.
5. Beginning September 1, 2010, teachers at the top of the salary schedule shall receive a half percent payment not added to the schedule; that beginning September 1, 2011 teachers at the top of the salary schedule shall receive a half percent payment not added to the salary schedule.
6. The provisions for COLA shall remain in the contract but shall be held in abeyance for the term of the contract.
7. The provisions for longevity shall remain as is.
8. The provisions for Blue Cross Blue Shield Community Blues 1 PPO shall remain as in the contract with the following changes to take effect as soon as possible upon ratification, namely, the drug co-pay shall be \$15 generic, \$30 brand name and \$60 formula. There shall be a \$20 office visit and a \$250 individual and \$500 family deductible.

9. There shall be joint committees established by the parties with the teacher members being selected by the Fraser Education Association, with equal membership of both administrators and teachers and that the co-chairs will consist of an administrator and a teacher on the following subjects: (A) school calendar; (B) high school schedule; (C) teacher evaluation; (D) merit pay. The committees are to be selected by December 1, 2010. The committees are to meet by January 15, 2011. The reports and recommendations shall be completed no later than May 1, 2011.



GEORGE T. ROUMELL, JR.
Fact Finder

November 15, 2010

PROPOSED LANGUAGE

ARTICLE IV LEAVES OF ABSENCE

A. PERSONAL LEAVE - Each teacher shall be entitled to a total of twelve (12) personal leave days with full pay per school year to be used for reasons of illness or personal business. Leave days shall be earned and in all cases where a teacher leaves or terminates his service to the School District, his leave days for the year shall be prorated to his service. Any unused leave days shall be accumulated in a bank, which in no event shall exceed one hundred twenty (120) days. Personal leave shall not be used for periods of tardiness. The day immediately preceding or immediately following a legal holiday or school recess shall not be recognized as a personal leave day, except in a case of emergency or personal illness. Suspected abuse of personal leave shall be reported by the Superintendent of Schools to Local 1 for investigation within five (5) days of discovery of the suspected abuse, and Local 1 shall report its findings and recommendation in writing to the Superintendent. Advance notice of the necessity for such leave shall be given to the office of the Board as early as possible. Teachers who have accumulated not less than one hundred twenty (120) days may accumulate up to an additional thirty (30) leave days over the one hundred twenty (120) days, subject to the following conditions:

1. Teachers shall be eligible to use the additional accumulated leave days up to a maximum of thirty (30) if they have exhausted their total accumulated leave days of one hundred twenty (120) days, have been ill or disabled for a period of not less than one (1) year and have returned to a regular teaching position with the School District.
2. Upon returning to employment with the School District, as provided in Number 1 above, a teacher may use the additional accumulated leave days up to a maximum of thirty (30)

for illness or disability purposes only. 3. The additional accumulated leave days up to a maximum of thirty (30) shall not be subject to the provisions of Article IX and may not be used for any purposes except as specified herein and under Article III, Section C, of the Agreement.

B. FAMILY AND MEDICAL LEAVE ACT - The Board will grant up to twelve (12) weeks of family medical leave during any twelve (12) month period to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA). Fraser Public Schools will measure the twelve (12) month period forward from the date an employee's first FMLA leave begins. For example, if an employee used four weeks of FMLA leave beginning March 1, 2010, and eight beginning September 1, 2010, the employee would not be entitled to any additional FMLA leave until March 1, 2011. On March 1, 2011, the employee would be entitled to another 12 work weeks of FMLA leave.

All requests for such leave will be made to the Director of Personnel. When the need is foreseeable, notice will be given thirty (30) days before the start of the FMLA leave. If it is not possible for the employee to give thirty (30) days notice, the employee must give as much notice as is practicable. Proper certification of the reason for the leave must be provided. An employee may be required to use all available personal leave time for all or part of the duration of the FMLA leave, with any balance of time being without pay. At the end of the FMLA leave, the employee will be returned to his/her position held prior to the leave, subject to the layoff provision, Article VII.

C. PREGNANCY RELATED DISABILITY - Maternity-related disability begins when the doctor advises to stop work due to pregnancy and continues through a 45-day recuperation period after delivery. During the period of medical disability caused by pregnancy and/or childbirth, a teacher shall be entitled to use her accumulated leave days (excluding the summer months when school is not in session) and is eligible for income protection when applicable, (Article III, c) provided such teacher has submitted a physician's statement setting forth the date of delivery and the teacher's ability to perform classroom duties, except in emergencies. The statement shall also contain the date on which the leave is to commence. In the event a teacher is unable to perform her classroom duties at any time prior to the commencement of the maternity disability leave, said maternity leave shall commence at that time. During such period, the teacher shall be considered to be on FMLA leave. At the conclusion of the period of medical disability caused by the pregnancy and/or childbirth, all benefits under the terms of this Agreement, subject to the employees' rights under the FMLA, shall be suspended for the remaining portion of the leave.

The teacher shall submit additional physician's statements upon the request of the Board. In addition, the teacher may be examined by a licensed and qualified physician selected by the Board and at the expense of the Board. For purposes of this provision, medical disability caused by pregnancy and/or childbirth shall mean the inability and incapacity of the teacher to perform her job and work related duties due to the pregnancy and/or childbirth related medical disability. All benefits continue during the maternity-related disability.

At the conclusion of the 45 day recuperation period after delivery, the teacher has the following options:

1. Extend the recuperation period with a note from the doctor. (Leave days and income protection continues. All benefits continue.)
2. Use FMLA days to continue the absence. All benefits continue. A teacher is entitled to 12 work weeks of FMLA in a 12-month period. The entire maternity-related disability is included in the 12-work week calculation.
3. Take a maternity leave of absence. Remain out for the remainder of the semester and/or school year. Maternity leave of absence shall be granted without pay or benefits, except as otherwise provided herein, for a period not to exceed one (1) year. Any time between the expiration of the FMLA leave of absence and reinstatement in accordance with this provision shall be deemed to be an extension of the maternity leave of absence.
4. Return to work. Upon return from said leave of absence, the teacher will return to their former position subject to other provisions of the contract; provided, however, that the teacher returns no later than the semester immediately following completion of the recuperation period and FMLA leave.

Continuation of Benefits by Teacher: Subject to the approval of the insurance carrier, a teacher on maternity leave may make arrangements to continue hospitalization and surgical insurance, as provided in Article III hereof, at her own expense during that portion of the maternity leave when benefits have been suspended.

Adoption: Any teacher who furnishes satisfactory evidence of pending adoption proceedings and who applies in writing to the Board not less than sixty (60) days prior to the requested leave shall be granted a maternity leave for a period not to exceed one (1) year without pay and/or benefits provided in this Agreement.

Reinstatement shall be in accordance with this provision.

Reinstatement: Reinstatement of teachers returning from maternity leave will be for the first day of school following the end of their leave. Written notification of intent to return to the system shall be made to the Superintendent.