

Negotiated Agreement

Between

**The Farmington Support Staff and Teachers Union,
AFT Local #3764**

And

**Board of Education
Farmington Central CUSD #265**

July 1, 2022 – June 30, 2025

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ARTICLE I PURPOSE

- A. It is the intent and purpose of the parties hereto to set forth the agreement concerning, wages, salaries, fringe benefits, hours of work and other terms and conditions of work including grievance adjustment and negotiating procedures.
- B. The Board of Education of District # 265 and the Farmington Support Staff and Teachers Union, AFT Local #3764 recognize that the ultimate aim of public schools is to provide the best education possible for children and youth in the District. Attainment of these education objectives is a joint responsibility of the Board of Education, the administrative and supervisory staff, the non-certified employees and the professional teaching personnel.

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ARTICLE II RECOGNITION

- A. The Board recognizes the Union as the sole and exclusive bargaining representative for all certified professional personnel contracted for at least fifty percent (50%) time and up to full-time status and excluding managerial, supervisory or confidential personnel.

The Board further recognizes the Union as the sole and exclusive bargaining representative for non-certified employees in the following categories, who are regularly scheduled to work at least three (3) hours per work day: Secretaries/Clerical Employees, Custodians, Library Aides/Clerks and PE/Locker Room Monitors, Grounds keeper, Student Facilitators, Salaried Substitutes, and Nurses; but excluding the Maintenance Supervisor, Food Service Director, Unit Bookkeeper, Superintendent Secretary, Secretary to the Board of Education, all employees regularly scheduled to work less than three (3) hours per work day, all cafeteria employees, supervisors, managerial employees and confidential employees as defined in the Illinois Educational Labor Relations Act, and all other employees.

These definitions shall be automatically modified to include or exclude any other employees or groups of employees who have been determined to be included or excluded from the bargaining unit of the Illinois Educational Labor Relations Board.

For the purpose of this Contract, a full time non-certified employee is one who works thirty (30) hours per week or more on a regularly scheduled basis.

- B. Attainment of educational objectives of the District requires mutual understanding and cooperation between the Board, the administrative and supervisory staff, the professional teaching personnel and non-certified employees. To this end, free and open exchange of views is desirable and necessary with all parties participating in deliberations leading to the determination of matters defined as negotiable in Article I – Purpose.
- C. It is recognized that the legal responsibility for education is vested in the local Board of Education and this responsibility of final decision-making cannot be delegated. However, the Board agrees to participate in good faith negotiations as provided herein.

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ARTICLE III NEGOTIATION PROCEDURES

A. Negotiating Committee

Designated representatives of the Board and representatives of the Union shall constitute a joint negotiating committee. The Board will select the personnel to serve on its negotiating team and the Union will select the personnel to serve on its team. Each team may select up to six (6) members. The union team shall consist of four (4) from certified staff and two (2) from the support staff. The Board shall not negotiate individually with any employee covered by this Contract as to wages, hours, terms and conditions of employment.

B. Good Faith

The Board shall negotiate in good faith with representatives of the Union. The Union shall negotiate in good faith with representatives of the Board.

C. Meetings

If negotiation is requested by either party on matters specified in Article III, Section F, such negotiations shall begin no earlier than one hundred eighty (180) days prior to the beginning day of school of the final year of this Contract, with meetings to be held as necessary at times and places to be agreed upon by the parties.

Facts, opinions and proposals will be exchanged freely during the meeting or meetings in an effort to reach mutual understanding and agreement on matters defined as negotiable in Article III, Section F below.

D. Communications

Communications with the Board shall be through the Superintendent or their designated representative, and requests to the Union shall be made through the Superintendent or their designated representative to the President of the Union.

E. Information

The Union shall be furnished on request all regularly and routinely prepared information concerning the financial condition of the school including the annual financial statement and the adopted budget. In addition, the Board and the administration will grant requests for any other readily available and pertinent information that may be relevant to negotiations. Nothing herein shall require the central administrative staff to research and assemble information. The Union will furnish copies of any pertinent information as requested by the Superintendent or

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by the Board. Likewise, nothing herein shall require the Union staff to research and assemble information.

F. Scope

The Union and the Board agree that negotiations, in good faith, will encompass the following items:

1. Wages, hours of work, fringe benefits, and other terms and conditions of employment.
2. Grievance adjustment.
3. Negotiating procedures.

G. Other

Consideration of other items for negotiation under Article III, Section F, may be included, provided the Board and the Union mutually agreed to the inclusion of such items.

H. Contract and Appendices

When tentative agreement is reached on all matters being negotiated, a proposed written memorandum of understanding embodying tentative negotiation agreements will be submitted to the Union membership and the full Board for ratification. Such document, if ratified by both parties will become a part of the official minutes of the Board, and insofar as appropriate, shall become an Appendix to this Contract. When necessary, provisions in the Contract shall be reflected in the teachers' contracts. The Contract shall not discriminate against any bargaining unit member, regardless of membership in any teachers' or other professional organization.

I. Mediation

1. If agreement is not reached on an item within one hundred twenty (120) days after start of discussion on said item, mediation shall be used as a means of attempting resolution of the item in dispute unless both parties agree not to start mediation at that time. If agreement has not been reached or impasse is declared by June 1, in each year following the notice for negotiations to commence, mediation shall be invoked automatically.
2. The Federal Mediation and Conciliation Service or the Illinois Educational Labor Relations Board shall be petitioned and requested by the parties to appoint a mediator from its staff.

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3. The mediator shall have the authority to confer separately or jointly with the parties, review pertinent data and make suggestions and recommendations for settlement. These recommendations shall be made public but will be advisory only and shall not be binding on either party.

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ARTICLE IV WORKING CONDITIONS - CERTIFIED STAFF

A. Assignments - Notice

A teacher will be given final notice of their assignments for the forthcoming year as soon as it is practical, in the viewpoint of the administration, for the administration to do so. Nothing in this clause shall hinder the administration from making any necessary changes after notification as they see fit.

B. Extra-Curricular Assignments

Extra-curricular assignments that are open shall be posted according to guidelines of Article IV, Section I and all teachers shall be given an opportunity to apply for such positions. If no current staff member whom the administration judges to have the competence to perform the assignment can be obtained, the administration shall have the right to assign the duty to a bargaining unit member. If a teacher is given an assignment for which they did not apply, that teacher shall not be required to have the assignment for more than one (1) year. The District recognizes a need to have district employees serve as district coaches and sponsors. At the same time, the district is aware that it will not always be possible to find district employees who will accept these responsibilities. Therefore, there will be times when non-district employees will be hired as coaches/sponsors. Newly hired staff shall have the opportunity to apply and interview for available extra-curricular activity position(s). The District will make an attempt to fill all extra-curricular activities and events with members of the bargaining unit prior to offering a position to a non-Bargaining Unit Member, provided that the Bargaining Unit Member is equally or more qualified to hold the position.

C. Work Day

The standard teacher work day shall be a flexed eight (8) hours. Within the standard work day, teachers will be required to be present in their buildings at least twenty (20) minutes before the scheduled start of classes and will remain in the building at least fifteen (15) minutes after the conclusion of classes. If a teacher who has an assigned duty is "flexing", that teacher is responsible for finding a replacement for the assigned duty on that day.

D. School Year

The school year shall consist of 180 workdays. Except as set forth in this Section, no teacher will be required to work beyond 180 days. Any training or extra duties requested by administration must be voluntary and agreed to by mutual consent of the teacher and administrator. Teacher shall notify administration privately or

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with closed ballot vote. Any such work shall be paid at the rate set forth in Appendix II.

E. Class Size

The Board realizes there are limitations to the effectiveness of a teacher in exceptionally large classes. It is Board policy to make all reasonable attempts to keep teacher/class ratio at such a level as to obtain optimum educational benefits for teacher and student alike. The Board does not feel, however, that it can set an absolute number from which there is no allowance for flexibility. Additionally, the Board will place an agenda item on its monthly agenda that includes a class size report. In addition, twice yearly teachers will be asked to report size of class for all curricula assignments, including special education students, with said report given to the Board at its next regularly scheduled meeting for the purpose of determining staff levels.

F. Planning Period

All full-time junior high and high school certified staff shall be given a teacher directed planning/preparation period each day without students that is equal in length to a normal student class period within the official school day. A full-time elementary teacher shall be given two hundred twenty-five (225) minutes without students, or whatever the Junior High or High School teachers receive, for planning time per week within the official school day. No block of time shorter than 15 minutes can be used to fulfill this amount. In the event that a certified staff member must lose their preparation period, the certified staff member will be paid according to Article IV, Section H.

Should a teacher agree to a schedule without a planning period; during each student attendance day, that teacher shall be reimbursed prorata for each period given up; (e.g. In a 7 period day, reimbursement would be at 1/35 of that teacher's weekly pay).

G. Professional Development

In an effort to increase student achievement and give a reasonable amount of time for teachers to attend workshops, the District will pay for and/or reimburse all approved workshops at the member rate (when discounted rates apply for members of an association as opposed to a rate applied for those who are not members). If an employee is not a member of the particular association, that employee must pay the difference in registration costs. These professional development requests must be approved by the administration and deal with the teacher's subject area or extracurricular position. If a workshop is denied, a reason must be given in writing and the employee will be given a chance for rebuttal. The District shall reimburse the teacher for mileage at the current IRS rate if the teacher

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does not have access to District transportation; meal costs, unless provided by the workshop, shall not exceed \$25 per day. In computing the number of days attendance at any workshop that causes a teacher to miss an entire teaching day will be counted as one (1) workshop day.

The administration will give serious consideration to utilizing at least portions of teacher institute and school improvement days for recordable professional development to be used toward teacher license renewal. In cases where other training or activities take precedence, the administration shall provide advance notice and rationale.

Definitions:

Teaching Day means the standard length of the workday for a teacher. This could differ by teacher.

School year means the length of time from the first day of school to the last day of school in any one fiscal year from July 1 to June 30. (Not to exceed 180 days)

H. Internal Substitution

In-house per period substitutes shall be paid at the rate of \$27.50 per period. Teacher shall have the right to decline internal substitution.

In the event that no substitute is available and a teacher is required to supervise additional students, that teacher will be paid at the internal substitution rate mentioned in paragraph one.

Any staff member who is pulled from regular duties to serve as internal substitute shall be paid the rate in paragraph one.

Teachers will be expected to provide music instruction during Music period if called upon for Internal Substitution.

Homebound tutoring pay is established at \$40.00 for each one and one-fourth hours. (1 + 1/4 hrs.). If it becomes necessary for a regularly employed teacher to tutor, the teacher will be paid at the established rate plus extra mileage to be paid at the prevailing in-district rate.

I. Notification of Vacancies

Should a vacancy occur or new position be created within the District, the Superintendent will notify the Union President by whichever combination of methods is deemed appropriate for immediate notification: office mail, e-mail, or government mail. Current staff will be notified of all vacancies or new positions for

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a period of at least two working days before such vacancy or new position is posted on the Dist. 265 website by the Superintendent. Existing employees will be given the opportunity to apply for the vacant or new position. Such timeline may be waived by mutual agreement of the Union President and the Superintendent.

J. Staff Evaluation

Evaluation of professional staff is the sole responsibility of the Board of Education and its administrative staff. However, in cases of follow-up evaluation conferences that include reprimand and remediation, the teacher may request to have a local Union representative present at said evaluation meetings.

No teacher shall be involuntarily required to serve as a "Consulting Teacher" to a teacher on remediation.

K. Personnel File Review

Teachers who wish to review their personnel file shall contact their immediate superior, and he/she shall so arrange. Each teacher personnel file shall be maintained and located in the Central Office and contain the following minimum items of information:

1. TB Report. (Prior to 1/1/2015)
2. All teacher evaluation reports.
3. An up-to-date transcript.
4. A copy of teaching certificate.
5. Any other pertinent information relative to employment.

L. Health and Safety Responsibilities

1. The administration of prescription medication will conform to 105 ILCS 5/10-22.21b.
2. Teachers shall respond to emergency situations and accidents by providing care and comfort until help arrives. Ongoing health interventions such as suctioning, catheterization, and tube feeding shall not be the responsibility of the certified and non-certified staff (not including aides).
3. Diapering shall not be the responsibility of certified and non-certified staff (not including aides).

M. Labor Management Relations Committee

This committee will meet monthly to discuss issues arising within the district, with the ability to meet in the interim by mutual agreement only. The purpose of this

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committee is to facilitate a collaborative work environment. This committee shall not reach agreement that modifies this contract in any way. The regularly scheduled meetings may be canceled by mutual agreement only.

The committee will consist of at least the following members: the Union President and two union members plus the Superintendent and two members of the Board of Education. Additional participants can be added by mutual consent, if necessary.

N. Federal and/or State Mandated Online Training

No staff shall be required to complete mandated online training until the first student day of the second semester of each school year.

O. Driving for Extra Curricular Events

Members may volunteer to drive school buses to extra-curricular events scheduled by the district. The member must indicate willingness to drive and the district must approve the member request to drive.

Additionally, the District will provide, at District cost, the following requirements necessary to make the member eligible to drive a school bus:

1. Training
2. CDL License
3. Annual physical required to maintain CDL License
4. Any additional costs necessary to obtain and retain the CDL License

Any Member who successfully completes all four steps will receive a one-time payment of \$300.

Members who drive a school bus to extra-curricular events are not eligible for "wait time" and shall only be compensated for driving the bus to and from the event at the rate stated in Appendix II.

Members who volunteer to drive a school bus shall not be required to drive a bus for any reason. Members can volunteer or decline to drive a bus per event. Members will not be required to volunteer for an entire season or series of events.

P. Special Education Teachers Release Time

Each special education teacher shall be allotted release time for the purpose of student assessment in preparation for annual reviews, and/or for performing paperwork associated with special education. The release time shall be 2 days

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per year for all full-time special education teachers to be utilized in no less than half day increments with no carry over. Unique circumstances may arise and special education teachers may request additional time beyond the 2 days. This release time is not for the purpose of attending Individual Education Plan (IEP) meetings. All Special Education Release Time must be done on school property unless Superintendent gives prior approval on a case-by-case basis.

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ARTICLE V WORKING CONDITIONS - SUPPORT STAFF

A. Regular Hours

All positions or jobs covered by this Contract shall have designated days of work, hours of work and length of work year as specified by this Contract.

The standard hours vary by job classification to meet the needs of our school system. The Board reserves the right to change hours to meet school needs and functions. Therefore, temporary hourly assignments may change at any time by mutual agreement between an employee and their immediate supervisor. The Board, or its designee, may change hours after giving the employee(s) a five (5) calendar day notice.

A full-time employee is defined as an employee that works at least 30 hours per week for at least eight (8) months of the year.

B. Overtime

1. Overtime will be paid at one and one-half (1 1/2) times the employee's regular rate of pay after forty (40) hours of work have been completed within the work week. A work week is defined as seven consecutive days from Monday to Sunday. Normal workdays are Monday to Friday. The employee and their immediate supervisor may agree to allow the employee to take compensatory time (time and one-half) off for overtime worked.
2. All overtime must be approved in advance by the employee's immediate supervisor or the Superintendent. All approved overtime shall be entered into the Employee Management System (currently Skyward) at the next pay period.
3. Saturday and Sunday assignments shall be offered on a rotating basis among those employees qualified to perform the work.
4. Work performed at a time not immediately following a regular work shift shall be no less than two (2) hours in paid length, with the exception of one (1) hour pay for locking and unlocking gymnasiums.
5. If an employee is called in to work overtime on a paid holiday, the employee shall be paid two (2) times his/her normal rate for pay.
6. Support staff employees must agree to be given compensable time off in lieu of overtime. Time shall be calculated and paid at a rate of one and one

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half (1.5) times their normal rate of pay (two (2) times normal rate for holidays). Support staff employees may accumulate a maximum of 240 hours of compensable time off (i.e. 160 hours of regular overtime or 120 hours of holiday overtime or a combination thereof). Employees may request use of compensable time in daily increments up to ten days off at one time. If an employee is denied use of compensable time due to scheduling or other reasons on three consecutive occasions, the employee shall be paid overtime for the lowest number of days requested of the three occasions.

C. Flex Time Scheduling

It is agreed that a flexible schedule may be instituted, provided that such a schedule is mutually agreeable to both the District and the employee(s) involved. Such a schedule may also include a four (4) day work week.

D. Supervision of Employees

The supervision of the bargaining unit employees shall be in accordance of the policies of the School District as stated in the established job descriptions. Unless otherwise stated, the Principal of the school in which the employee is assigned shall be the primary supervisor of said employee. Custodial employees will report to the maintenance supervisor.

E. Job Classifications

Job classifications and descriptions are included in the District Job Description Manual.

F. Personnel File

An employee shall have the right to examine their personnel file located in the Central Office as provided by law.

G. Progressive Discipline

In keeping with the best interests of our school system, the employer shall use the principles of progressive discipline as a method to improve employee behavior and/or performance. However, when the severity of an infraction is great, discharge for the first offense may be appropriate.

Principles and guidelines for progressive discipline will be stated in Board Policy 5:400, which is attached at the end of this contract for future reference.

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H. Federal and/or State Mandated Online Training

No staff shall be required to complete mandated online training until the first student day of the second semester of each school year.

I. Driving for Extra Curricular Events

Members may volunteer to drive school buses to extra-curricular events scheduled by the district. The member must indicate willingness to drive and the district must approve the member request to drive.

Additionally, the District will provide, at District cost, the following requirements necessary to make the member eligible to drive a school bus:

1. Training
2. CDL License
3. Annual physical required to maintain CDL License
4. Any additional costs necessary to obtain and retain the CDL License

Any Member who successfully completes all four steps will receive a one-time payment of \$300.

Members who drive a school bus to extra-curricular events are not eligible for "wait time" and shall only be compensated for driving the bus to and from the event at the rate stated in Appendix II.

Members who volunteer to drive a school bus shall not be required to drive a bus for any reason. Members can volunteer or decline to drive a bus per event. Members will not be required to volunteer for an entire season or series of events.

J. Extra-Curricular Assignments

Extra-curricular assignments that are open shall be posted according to guidelines of Article IV, Section I and all support staff shall be given an opportunity to apply for such positions. If no current staff member whom the administration judges to have the competence to perform the assignment can be obtained, the administration shall have the right to assign the duty to a bargaining unit member. If a support staff is given an assignment for which they did not apply, that support staff shall not be required to have the assignment for more than one (1) year. The District recognizes a need to have district employees serve as district coaches and sponsors. At the same time, the District is aware that it will not always be possible to find district employees who will accept these responsibilities. Therefore, there will be times when non-district employees will be hired as coaches/sponsors. Newly hired staff shall have the opportunity to apply and interview for available

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extra-curricular activity position(s). The District will make an attempt to fill all extra-curricular activities and events with members of the bargaining unit prior to offering a position to a non-bargaining unit member, provided that the bargaining unit member is equally or more qualified to hold the position.

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ARTICLE VI UNION RIGHTS

A. Right to Representation

No employee covered by this Contract shall be subject to suspension, discharge, remediation, censure or disciplinary action without the following:

1. Charges stated in writing.
2. Right of Union representation at any meeting when requested by the employee.

B. Use of Facilities

The Union shall have the right to hold general membership meetings on School District property, provided such meetings in no way interfere with the instructional program, provided that such meetings entail no additional maintenance or custodial expenses. These meetings may commence no earlier than the end of the school day.

C. Bulletin Boards

The Union will be provided with bulletin board space in the school. The authorized representatives of the Union will use bulletin boards for Union announcements.

D. Union Leave

Should the Union send the President or their designees to local, state, or national conferences or on other business pertinent to Union affairs, their representatives shall be excused for no more than five (5) total days in a given school year, without loss of salary or benefits, providing that the Union shall reimburse the District for the costs of the substitute(s). A written notification for leave shall be submitted to the Superintendent by the President of the Union at least five (5) days prior to the requested date.

The Board shall grant paid leaves of absence to the local Union President or their designee, for the purpose of attending meetings, workshops, or seminars designated by the State Board of Education or the Regional Superintendent of Schools to deal with issues arising from Educational Reform Legislation.

E. Union President Release Time

The President, or Vice-President shall be eligible, with prior Superintendent approval, to receive a total of two (2) full days release time per semester (not cumulative) to perform bona fide Union duties. The Union will reimburse the costs of any substitute to assume the duties of that position for those requested day(s).

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The President or Vice-President must give 48 hours' notice for a request for union release time to be considered. The President can request immediate release time in cases of emergency, with agreement of the Superintendent.

F. Union Dues Collection

The following definitions shall apply to all individuals represented by the Union:

- **“Bargaining Unit Member”** is an individual who is covered by the collective bargaining agreement. An individual can be a bargaining unit member, but not pay dues to the Union or be a member of the Union.
- **“Union Dues Payer”** is an individual who is in the bargaining unit and has signed a dues authorization card with the Union, allowing the employer to deduct dues from their paycheck to remit to the Union. An individual can be a Union Dues Payer and not be a Union Member.
- **“Union Member”** is an individual who has signed a membership card with the Union. **An individual cannot be a Union Member without being a Union Dues Payer.**
- **“Non-Union Member”** is an individual who is a bargaining unit member and no longer pays any fees to the Union.

Union membership shall be in accordance with the following provisions:

1. The Board shall not be responsible for collection and remittance to the Union of all dues and fees from all employees who have not signed authorization to deduct such dues or fees.
2. Dues Deduction. The dues of Union Members who have given written consent via cards by the Union shall be deducted by the Payroll Department. This authorization shall remain in effect from year to year until cancelled by the participating Union Member. The Payroll Department shall be informed by the Union of the amount to be deducted for the affected year.
3. The total amount shall be deducted in twenty (20) semi-monthly amounts for all employees, or in one (1) lump sum contributed to the Union.
4. Prior to the first pay period of the Academic Year, the District will provide the Union with a list of all employees who will receive less than twenty (20) paychecks during the academic year.

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5. Prior to the first pay period of the Academic Year, the Union will provide the District with an alternative dues deduction schedule applicable only to those employees with less than twenty (20) paychecks in an Academic year.
6. The Parties agree that the Union will maintain accurate records of authorization and will make such records available to the District upon request from the District to verify union dues status.
7. Any Union Member who wishes to cancel membership must do so in writing to either the District Bookkeeper or Union Treasurer.
8. Any written notice requesting cancellation to the District Bookkeeper will be shared with the Union Treasurer within one (1) business day of receipt.

G. No Discrimination

The district will adhere to federal and state legislative language.

H. New Employee Notification

The Board shall notify the Union within seven (7) calendar days of the hiring of any regularly scheduled employee covered by this Contract. The new employee's name, address, seniority date, job title/classification shall be provided in this notice to the Union.

I. New Employee Probation (Support Staff)

Newly hired employees are considered on probation for ninety (90) calendar days and may be terminated without cause within that period of time.

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ARTICLE VII LEAVES

A. Sick Leave

Twelve (12) days full pay per school will be granted to all members of the bargaining unit and who are scheduled to work six hundred (600) hours or more per fiscal year, but only for the following reasons:

1. Personal illness quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption.
2. Immediate family will match the IL Sick Leave Act. As of the effective date of this contract, the definition of immediate family is: son, daughter, step-child, father, mother, stepparent, sister, brother, wife, husband, domestic partner, grandfather, grandmother, grandchild(ren), immediate in-laws, or person living in the household and considered a part of the immediate family. Any modifications to that definition will be accepted by both parties.

Certified Staff may accumulate up to three hundred forty (340) days of sick leave. Each school year after accruing three hundred forty (340) days of sick leave the certified staff member will also receive the twelve (12) sick days allotment for that school year.

Support Staff may accumulate up to two hundred thirty (230) days of sick leave. Support staff sick leave benefits shall be the equivalent of the day the employee is generally scheduled to work. Each school year after accruing two hundred thirty (230) days of sick leave the support staff will also receive the twelve (12) sick days allotment for the school year.

B. Sick Leave Bank

The Board recognizes the Union's right to create and implement a sick leave bank for all certified and non-certified staff that are members of the bargaining unit. At the conclusion of each school year, the Union will report to the Board (via the Superintendent) a summary of activity and accumulated use of days within the bank. At no time will the use of a sick leave bank generate additional aggregate sick leave for the total membership of the sick leave bank.

C. Bereavement Leave

The Board will allow an employee to use bereavement days in the case of a death in the family. The employee shall be allowed to use up to three (3) days absence without loss of pay or personal, sick or vacation time for the death of an immediate family member. For purposes of this agreement, it is agreed that the definition of

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"immediate family" will be the same that is used under the "Sick Leave" section of this contract. Proof of services may be required by the Superintendent.

D. Non-Family Bereavement Leave.

Staff will be allowed to use up to three (3) sick leave days each year to attend the funeral of a person for which the employee is not otherwise entitled to use bereavement leave. The Superintendent may approve additional time under this section on a case-by-case basis without establishing precedent.

E. Personal Leave

An employee who is employed at least twenty (20) hours per week or more shall be eligible for personal leave.

The Board will allow three (3) personal leave days per year. To be used in quarter day increments.

Those employees who do not choose to use their personal leave day(s) will have any such unused days added to their accumulated sick leave at the end of each fiscal year.

Personal leave days shall not be taken:

1. During parent-teacher conference days.
2. The first or last day of the school term. (First and last day students are present.)
3. The day of a scheduled institute or workshop.
4. The day immediately preceding or succeeding a "not in attendance" day / holiday, exclusive of weekends unless by Superintendent approval.

The employee may apply for personal leave on the above "restricted" days giving reasons for the request. If the Building Principal agrees, such leave can be granted.

The employee shall notify the Supervisor at least forty-eight (48) hours in advance of the day to be used as a personal leave day. However, in cases of extreme emergency, the Supervisor may authorize use of a personal day (if available) without advance notice.

The number of employees that may utilize personal leave shall be limited to six (6) at the elementary level, three (3) at the junior high and four (4) at the high school and not more than two (2) from each Support Staff job classification covered by this Contract.

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For the Certified Staff employee, the term "day" in this section (personal leave) shall refer to certified employee contract workdays.

F. Leaves of Absence Without Pay (Certified Staff)

Leaves of absence without pay may be granted by the Board to certified staff members for study, travel, or other good and sufficient reasons, with the following stipulations:

1. When the Board can find a suitable replacement for the staff member.
2. The Board shall determine good and sufficient reason, taking into consideration the special interests of the District and the teacher.
3. This leave cannot be construed as Sabbatical Leave.
4. The Board shall be notified of any intent to leave by March 1st of the preceding year.
5. While on an unpaid leave of absence the teacher does not accrue credit for vertical advancement on the salary schedule.
6. While on an unpaid leave of absence the teacher will pay the entire cost of their district offered health and life insurance.
7. Leave is limited to a maximum of one school year (180 workdays).

G. Leave of Absence Without Pay (Support Staff)

The Board recognizes that there may be legitimate reasons for any employee to be absent from work, other than those provided for under the sick leave provisions, emergency leave, or personal leave policy, and will therefore authorize the Superintendent to grant requested leave, without pay, subject to the following requirements:

1. Request must be made, in writing to the Superintendent, at least forty-eight (48) hours in advance of the intended leave date.
2. Request must state the reason for such need for leave.
3. Such leave shall not be taken without Superintendent approval:
 - a. The first day or last day of the school term.
 - b. During Parent-Teacher Conference days (Certified Staff).

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- c. The day before, day of, or the day after a scheduled holiday or vacation period, institute, or workshop day.
4. Leave will be granted only if a satisfactory substitute can be obtained.
5. Certified staff shall have their salaries reduced by 1/180th of their annual salary for each day of leave without pay. Support Staff shall forfeit their usual and customary daily salary for each day of such leave.

H. Emergency Leave (Certified and Support Staff)

The Board recognizes that there may be legitimate reasons for an employee to be absent from work, other than those provided for under the sick leave provisions, personal leave arrangement, or leave without pay policy, and will therefore authorize the Superintendent to judge if a request for emergency leave will be approved with pay subject to the following requirements:

1. When possible, the employee should discuss reasons for leave with the Principal/Supervisor in advance of the intended leave.
2. If the stated reasons clearly indicate that an emergency does or will exist, the Superintendent may approve the leave.
3. Whenever circumstances do not allow for advance consultation with the Superintendent, then the employee shall, as soon as possible, thereafter, notify the Superintendent in writing of the reasons for the absence. The Superintendent will, after due consideration of the information, notify the employee if the leave is to be approved.
4. If an emergency leave day is approved, the day shall be counted as a Personal Day if the employee has any Personal days. If the employee has no Personal Leave the emergency leave shall be counted as a sick day.

I. Child Rearing Leave

Child Rearing Leave shall be given as provided in the Family Medical Leave Act. Sick leave may be utilized without a doctor's note for the first thirty (30) days following birth or adoption.

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J. Exemplary Attendance

All employees with Exemplary Attendance shall be eligible for an annual bonus. For purposes of calculating Exemplary Attendance, Bereavement and Professional Days will be exempted from consideration. If an employee uses any other designated leave day, that leave day will be considered an absence.

Attendance bonus: Partial days count for reaching a level of attendance. For example, any part of a day missed would count as one (1) day missed.

0 days missed:	\$400
1 day missed:	\$300
2 days missed:	\$200
3 days missed:	\$100
More than 3 days missed:	no bonus.

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ARTICLE VIII GRIEVANCE PROCEDURES

A. Definition

Any claim by an employee or the Union that there has been a violation, misinterpretation, or misapplication of the terms of this Contract shall be a grievance. A grievance initiated during the term of this Contract will be processed according to the terms of this Contract.

B. No Reprisals Clause

An employee who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.

C. No Response to Grievance

The failure of an employee or the Union to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

D. Representation

Any employee has a right to be represented in the grievance procedure. The employee has a right to be present at any grievance discussion. Illness or other incapacity of the grievant shall be grounds for an extension of the grievance procedure time limits.

The grievant shall have the right to be present during the entire proceeding along with his/her Union representative.

E. Release Time

Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held, insofar as possible, after school hours, or during non-teaching time (Certified Staff employees) or non-work time (Support Staff employees) of personnel involved, unless another time is mutually agreed to by the parties. When such hearings and conferences are held during an employee's work hours, all employees whose presence is required shall be excused, with pay, for that purpose.

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In arbitration or grievance hearings, witnesses may be called only as necessary to present a clear and concise picture of the case for the hearing officer.

In any event, employee witnesses shall not be allowed to take a full day away from work simply by virtue of the fact that they are witnesses. All witnesses shall immediately return to work at the completion of their testimony unless their workday has ended during the course of their appearance.

Observers shall not be permitted at the hearing unless both parties so agree.

F. Investigation

It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or Union representative shall be conducted so as to result in no interference with or interruption of the instructional program and related work activities of the Certified and Support staff.

G. Withdrawal

A grievance may be withdrawn at any level without establishing precedent, and, if withdrawn, shall be treated as though it had never been filed.

H. Time Limits

All time limits shall consist of calendar days, excluding observed holidays.

I. First Step - Informal Resolution

An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and the grievant's supervisor. The filing of the grievance at this step must be within fourteen (14) days from the date of occurrence of the event giving rise to the grievance.

J. Second Step – Principal/Supervisor

If grievance cannot be resolved informally, the grievant shall file within fourteen (14) days of the informal discussion, a written statement of the grievance. The written grievance shall state the nature of the grievance and the remedy requested. The Principal or other administrator who has authority to make a decision on the grievance shall make such decision on the grievance and communicate it in writing to the employee and Superintendent within ten (10) days.

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K. Third Step - Superintendent

In the event a grievance has not been satisfactorily resolved at the Second Step, the grievant shall file, within fourteen (14) days of the principal's/supervisor's written decision or answer at the Second Step, a copy of the grievance with the Superintendent or his designee. Within fourteen (14) days after such written grievance is filed, the aggrieved and administration shall meet. The Superintendent or his designee shall file an answer within fourteen (14) days of the third step grievance meeting and communicate it in writing to the grievant, the local Union President and the Principal/Supervisor. If the Union is not satisfied with the decision, then the grievant has 31 days from notification to move to Step 4.

L. Fourth Step - Board

If the grievance is not resolved satisfactorily within thirty-one (31) days after consideration by the Superintendent, the grievant may submit a written request for a Board hearing no later than four working days before the next regularly scheduled Board meeting. The requested hearing shall then be placed on the agenda for the next regularly scheduled Board meeting. At this hearing, all facts, evidence and testimony shall be presented to the Board. The Board's decision shall be rendered and communicated to the grievant and the local Union President no later than five (5) days following the next regularly scheduled Board meeting. If the Union is not satisfied with the decision, then the grievant has 31 days from notification to move to Step 5.

Example – If the Board Meeting is on Monday the 30th then the hearing request must be in the Superintendent's office by 4:00 p.m. on Wednesday the 25th.

M. Fifth Step - Arbitrator

If the grievant or the Union is not satisfied with the disposition of the grievance at the Fourth Step, or the Fourth Step time limits expire without the issuance of the Board's written answer, the local Union President may petition the Illinois Educational Labor Relations Board to assign a list of five (5) arbitrators from a mutually acceptable list of arbitrators. If the Board or their designee, and the Union are unable to agree upon one (1) of the list's members to resolve the grievance, an arbitrator shall be chosen by each party alternately striking one name from the list until one (1) name remains. The Union shall strike the first name; the Board shall strike the second name, etc. The arbitrator shall have authority only to interpret and apply the provisions of the Contract and only to the extent necessary to decide the submitted grievance and shall not have the authority to add to, detract from, or in any way alter provisions of this Contract. The parties shall share the costs of arbitration. The timeline established for final disposition of the grievance shall be dependent upon mutual agreement between the grievant and the Union,

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the Board and/or the Superintendent, and the assigned arbitrator. The decision of the arbitrator shall be binding on the parties.

N. Expenses

Costs of the services of the arbitrator and the Illinois Education Labor Relations Board shall be shared equally by the parties. Each party shall bear the cost of its representation.

O. Bypass

If the grievant, or the Union if involved, and the Superintendent agree, the First Step and/or the Second Step of the grievance procedure may be bypassed and the grievance brought directly to the Third Step.

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**ARTICLE IX
SENIORITY AND REDUCTIONS IN FORCE
CERTIFIED STAFF**

A. Definition

Seniority: Length of service to the Farmington Central School District No. 265.
Date of Hire: Is based on start date.

B. Tie Breaker

Seniority shall be determined by the following method, in descending order.

1. Date of Hire
2. Continued tie-breakers shall be settled by lottery with all parties present.

C. Seniority List

A seniority list will be maintained by the Board and posted by February 1st of each year. This list shall consist of employee name, date of hire, degree(s) held by employee, type of certificate and qualifications.

D. Accrual of Seniority

The teacher does not accrue seniority while on an unpaid leave of absence. All unpaid leaves of absence will be noted on the seniority list.

E. Reductions in Force List

A Reduction in Force (RIF) list will be maintained in accordance with the School Code and posted by February 1st of each year.

F. Discrepancies

Any challenge has to be within fifteen (15) days of posting.

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ARTICLE X SENIORITY - SUPPORT STAFF

A. Definition

Subject to Section D below, Seniority shall be defined as length of paid service to the Farmington Central Community Unit School District No. 265 by job classification beginning on the first day of paid service for an ongoing position. Volunteer, temporary or substitute service shall not be counted toward seniority. Employees shall be listed by job classification; however, if an employee changes to another job classification, their seniority shall remain unchanged. An employee on probation does not have seniority.

B. Tie-Breaker

If two (2) or more employees have the same seniority date, the date the employees were hired will be the determining factor. If two (2) or more employees were hired on the same day, the employees in question will draw, by lottery, to determine the most senior employee.

C. Seniority List

A seniority list by job classification shall be furnished to the Union President no later than February 1st of each year.

D. Seniority - Loss Of

Seniority is lost only by one of the following:

1. Voluntary quitting or resignation.
2. Discharge for proper cause.
3. Failure of the employee to return to work at the expiration date of an approved leave of absence or recall to work, after a layoff when a notice of fourteen (14) or more calendar days has been delivered to the employee by certified or registered mail at the last address filed by the employee with the Board office.
4. After a layoff of six (6) months or the length of the employee's seniority, whichever is greater.

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E. Accrual of Seniority

The support staff member does not accrue seniority while on an unpaid leave of absence. All unpaid leaves of absence will be noted on the seniority list.

F. Layoff and Recall

Layoffs or decreases in the number of employees covered by this Contract shall be made in reverse order of seniority by job classification, with the least senior employee being laid off first. Employees shall be recalled in order of seniority, with the most senior employee being recalled first, provided that the employee being recalled is qualified to hold the position. If a recall position is tendered to an employee under this provision and is not accepted within five (5) working days, the parties agree the employee shall have no further recall rights.

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**ARTICLE XI
VACATIONS AND HOLIDAYS
SUPPORT STAFF**

A. Vacations

Only full-time twelve (12) month employees shall be entitled to paid vacations. The annual vacation allotment shall be provided on July 1st of every year according to the following:

One year completed by July 1:	One (1) week
Two years completed by July 1:	Two (2) weeks
Ten years completed by July 1:	Three (3) weeks
Fifteen years completed by July 1:	Four (4) weeks
Twenty years completed by July 1:	Five (5) weeks

Employees shall obtain consent from their supervisor regarding dates of vacation.

Employees shall be paid their regular daily rate of pay for vacations.

Vacation days will be taken in their entirety during the fiscal year (July 1 through June 30). Vacation days do not accumulate.

Employees who have completed less than one year of service by July 1 shall be entitled to vacation with pay on a prorata basis rounded down to the nearest half (1/2) day increment. Only full months of employment shall be used in calculating vacations.

B. Holidays

All non-certified hourly employees who are employed for thirty (30) or more hours per week during their contract period by the District, shall be paid for school holidays based on this schedule.

Holidays for non-certified staff shall be listed in Appendix III.

For all holidays other than Juneteenth and Veterans Day, if the actual date of the holiday falls on a weekend, the Friday preceding the holiday or the Monday following the holiday shall be granted for the holiday.

Support staff will have the Day after Christmas approved if that day is requested as a personal or vacation day and all other guidelines for personal day and vacation day requests are followed.

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Support staff requests for personal or vacation day on the Day after Christmas shall be approved by the District within 36 hours of request from the employee.

Should a support staff request for a vacation or personal day be denied for the Day after Christmas, the employee shall report to work, but will be paid at a rate of two (2) times the regular rate of pay for that day.

If the actual date of the holiday falls on a weekend, the Friday preceding the holiday or the Monday following the holiday shall be granted for the holiday.

If any of the listed legal public-school holidays would no longer be classified as a holiday for the District, the District will grant the employees defined in this section a Flex Day for each holiday no longer recognized. Such Flex Day(s) must be used by the end of the fiscal year and shall not accumulate. If the employee elects not to use the flex day, the employee shall be compensated at the normal rate for the flex day. A flex day is defined as a day off with pay in lieu of a recognized paid holiday.

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ARTICLE XII EMPLOYEE BENEFITS

A. Teachers' Retirement System

The entire reportable creditable earnings figure (salary plus required TRS contribution) shall be included within the schedule, but it is understood that all required payments to TRS will be borne by the employee. All TRS contributions shall be tax sheltered as required by law. Accumulated hours movement to the next increment shall be added in addition to the above agreed increase. If any portion of this section is altered by statute, the Board and Union agree to bargain the impact.

B. Starting Salary

Starting Salary will be determined by comparable certified staff member as it pertains to years of experience, college credits, and satisfactory performance of duties. In the event that there is no existing professional staff member who has the same recognized experience and educational qualification as a newly hired professional staff member, the newly hired professional staff member's salary shall be determined by interpolation, that is, the salary shall give proportionate recognition to the recognized experience and educational qualifications. When interpolation is used to calculate a new professional staff member's salary, the calculations and salary will be shared with the Union. The Board reserves the right to pay above schedule if in its opinion such pay is necessary to obtain and/or retain certain teachers

C. Outside Experience

Teachers with out-of-district experience shall be allowed credit for such years of teaching as provided by State law and as the Board of Education deems applicable. No teacher, upon being employed for the first time by the District, will be placed on the schedule at a level higher than other teachers in the system with like experience and preparation. Exceptions are covered in items listed above.

D. Horizontal Movement

1. For Bachelor Degree Teachers

Advancement to the next preparation level may be attained by successfully completing advanced hours in an approved Master's degree program, or by securing graduate hours, approved in advance by the Superintendent, in the field in which the teacher is presently teaching. A staff member who accumulates approved graduate hours which entitle them to the next level shall receive advanced pay after official college verification. Teachers may submit an official notification of the grade they receive in a class to secure advanced

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pay, such as an email from the instructor or college indicating a passing grade; however, a copy of the official college transcript must be submitted within three months of submission of the grade notification. Failure to submit a copy of the official college transcript will result in reversion of the prior educational column and salary deductions for any of the additional amounts previously paid. Notifications received after October 15 will result in adjustments the following school year. Notifications received after the start of the then current school year, but prior to October 15, will result in a retro-active placement to the next preparation level. The retro-active placement will only be applied to the beginning of the then current school year.

2. For Master Degree Teachers

Educational Achievement movement on the salary schedule may be attained by securing the required hours which lead directly to the advanced degree or by securing graduate hours, approved in advance by the Superintendent in the field in which the teacher is presently teaching. A staff member who accumulates approved graduate hours which entitle them to the next level shall receive advanced pay after official college verification. Teacher may submit an official notification of the grade they receive in a class to secure advanced column-pay, such as an email from the instructor or college indicating a passing grade; however, a copy of the official college transcript must be submitted within three months of submission of the grade notification. Failure to submit a copy of the official college transcript will result in reversion to the prior educational recognition and salary deductions for any of the additional amounts previously paid. Notifications received after October 15 will result in adjustments the following school year. Notifications received after the start of the then current school year, but prior to October 15, will result in a retro-active placement to the next preparation level. The retro-active placement will only be applied to the beginning of the then current school year.

3. Tuition Payments (Certified staff only)

The Board will pay the full cost of tuition to any certified employee who is required by the Board, not the ISBE, to return to school in order to maintain his/her employment. (Selection of college / university and courses to be taken, to be approved in advance by the Superintendent.) The Board will pay three hundred and 00/100 dollars (\$300.00) per semester hour or the full amount of the tuition if that amount is less than three hundred and 00/100 dollars (\$300.00) per semester hour to any certified employee who completes additional hours of credit provided the courses are approved in advance by the Superintendent, and receipts are provided. The District will not reimburse if the cost of the tuition is covered by any grant, scholarship, or any other source other than payment by the employee. The District will reimburse up to a maximum (per employee) of twelve (12) semester hours per year in an accredited degree program. The District will pay a maximum (per employee) of four (4) semester hours (or up to six (6) semester hours for a single class)

per year outside of an accredited degree program. If the tuition request is connected to attendance at a workshop or meeting, the District will pay the workshop fees or tuition reimbursement, whichever is greater. Tuition will be paid only for grades of "B" or higher, when grades are given. The Board will pay the above tuition charge one time per course.

In addition, if an employee receives an advanced degree using the tuition payments referenced above, that employee is expected to remain in the school district for no less than three years after receipt of said advanced degree. If an employee voluntarily leaves the employ of the school district prior to the end of the three years, the employee will reimburse the school district all tuition payments made on their behalf using the following guidelines:

If the employee leaves after 0 years: 100% repayment
If the employee leaves after 1 year: 75% repayment
If the employee leaves after 2 years: 50% repayment

4. Tuition Payments (Support staff only)

The Board will pay two hundred and 00/100 dollars (\$200.00) per semester hour or the full amount of the tuition if that amount is less than two hundred and 00/100 dollars (\$200.00) per semester hour to any support staff employee who is currently enrolled, or enrolls, in a BA or BS Teacher Education program at an approved college or university which would allow the employee to obtain a regular Illinois teaching license and teach classes within the District upon completion of the program. The District will not reimburse if the cost of the tuition is covered by any grant, scholarship, or any other source other than payment by the employee.

The District will reimburse up to a maximum (per employee) of eighteen (18) semester hours per year in an accredited degree program. Tuition will be paid only for grades of "B" or higher, when grades are given. The Board will pay the above tuition charge one time per course.

In addition, if an employee receives a degree using the tuition payments referenced above, and that employee is offered a teaching position for which the employee is qualified, that employee is expected to remain in the school district for no less than three years after receipt of a regular Illinois teaching license. If an employee voluntarily leaves the employ of the school district prior to the end of the three years, the employee will reimburse the school district all tuition payments made on their behalf using the following guidelines:

If the employee leaves after 0 years: 100% repayment
If the employee leaves after 1 year: 75% repayment
If the employee leaves after 2 years: 50% repayment

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E. Continuing Education Compensation

A teacher achieving eight (8) approved credit hours beyond a bachelor's degree during the term of this agreement shall receive an additional increase in salary of eight hundred dollars (\$850)

A teacher achieving sixteen (16) approved credit hours beyond a bachelor's degree during the term of this agreement shall receive an additional increase in salary of eight hundred dollars (\$850)

A teacher achieving twenty-four (24) approved credit hours beyond a bachelor's degree during the term of this agreement shall receive an additional increase in salary of eight hundred dollars (\$850)

A teacher achieving an approved master's degree or achieving forty (40) approved credit hours beyond a bachelor's degree during the term of this agreement shall receive an additional increase in salary of one thousand dollars (\$1000)

A teacher achieving eight (8) approved credit hours beyond a master's degree during the term of this agreement shall receive an additional increase in salary of eight hundred dollars (\$850)

A teacher achieving sixteen (16) approved credit hours beyond a master's degree during the term of this agreement shall receive an additional increase in salary of eight hundred dollars (\$850)

A teacher achieving twenty-four (24) approved credit hours beyond a master's degree during the term of this agreement shall receive an additional increase in salary of eight hundred dollars (\$850)

A teacher achieving thirty-two (32) approved credit hours beyond a master's degree during the term of this agreement shall receive an additional increase in salary of eight hundred dollars (\$850)

A teacher achieving forty (40) approved credit hours beyond a master's degree during the term of this agreement shall receive an additional increase in salary of eight hundred dollars (\$850)

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F. Pay Periods

Salary shall be paid in equal monthly installments either on a ten (10) or twelve (12) month basis. Staff members shall notify the Central Office Bookkeeper at the beginning of the school term which plan they wish to follow. Such plan shall remain in effect until changed by the employee for any subsequent fiscal year.

All non-salary employees shall have the option to be paid in equal monthly installments either on a ten (10) or twelve (12) month basis by following the same procedure listed above.

All regular staff members shall receive their regular paycheck on the 15th and 30th day of the month. If the 15th or 30th falls on a weekend or a holiday, checks will be distributed the day previous.

Any additional earnings due a regular staff member will be paid in the next regular paycheck. See appropriate section for rate of pay.

All employees will receive payment through the direct deposit program.

G. Insurance

The Board shall provide the following group insurance benefits for those full-time employees (minimum of thirty (30) hours per week-75% FTE) who desire to be enrolled:

Life Insurance:

\$10,000 – maximum of Two and 50/100 Dollars (\$2.50) Availability subject to age restrictions set forth in the policy.

Dental Insurance: Included with major medical insurance

A Flex-Benefit (premium conversion and/or spending account and child care option) plan shall be initiated for employees who optionally choose to enroll as soon as practical after the beginning date of this contract. All costs of initiating and maintaining said Flex Benefit plan shall be borne by participants in the plan with no additional cost(s) to be assumed by the Board of Education.

The Board of Education may make changes in coverage which are not inconsistent with the provisions set forth herein to avoid or reduce yearly increases in premiums.

There shall be an insurance committee made up of two (2) administrators, two (2) board members and four (4) union members and the Superintendent. Each group may select its own members. This committee shall research alternative insurance

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options with the purpose of reducing premiums when possible, including, but not limited to, modifying the tier system. Recommendations for changes to insurance plans made in this committee shall be enacted by the Board of Education.

The Board contribution rates shall be 90% of the premium for single (employee only) coverage or 75% of the total premium for any dependent coverage.

H. Early Retirement Incentive

Teachers with fifteen or more years of consecutive service in the district are eligible to receive additional benefits under the terms of this Early Retirement Incentive (ERI) as they approach retirement. To be eligible for the ERI, the teacher must retire during a specified window period. Specifically, the teacher may receive this ERI if he or she retires either:

1. At the end of the school year in which they first accumulates at least thirty-five years of creditable service in TRS (including applicable credit for sick leave, military services, or alternate pension systems); or
2. At the end of any school year after they reach age 60 so long as the teacher has accumulated no more than thirty-five years of credible service in TRS.

The eligibility requirements of this Early Retirement Incentive have been adopted purposefully to benefit both the teachers and the District. Specifically, the incentive is not available until the teacher can retire without the one-half percent per month reduction to their retirement annuity. Further, the incentive is not available unless the teacher can retire without obligating the teacher or the District to pay any payment or penalty to TRS including, but not limited to, ERO employer or member contributions. In addition, the teacher's effective retirement date must occur at the end of the school year in which the teacher is first eligible for a non-discounted annuity from TRS so that the additional compensation remains an incentive to retire early rather than a mere severance payment. In determining these dates, teachers must consider and utilize all of their available sick leave for credible service purposes in TRS.

In order to receive the additional compensation available under this Early Retirement Incentive, eligible employees must deliver a non-revocable letter of resignation without contingency to the Superintendent no later than April 1st of the school year immediately preceding the year in which the certified employee intends to begin receiving the retirement incentive. This incentive can be extended to an employee for a period not to exceed four school years; however, an employee may elect to receive the stipend for one, two or three school years (failing to access any year does not exclude that employee from gaining the retirement incentive for succeeding years). The letter of resignation must reference an intent to retire under this Early Retirement Incentive Policy.

ASS 8/8/22
Board Date

FY2023 - FY2025

8/12/22 CE
Date Union

Teachers who elect to receive this Early Retirement Incentive by submitting a timely resignation as provided above shall be entitled to an increase in salary during the final four years of employment. The teacher's TRS Creditable Salary for the year prior to the year of retirement shall equal to 106 percent of the TRS Creditable Salary received the prior year. The teacher's TRS Creditable Salary for the year of retirement shall equal 106 percent of the TRS Creditable Salary received in the year prior to retirement. The district shall endeavor to spread the increase throughout the school year. However, the district retains the right to make necessary adjustments to bi-monthly pay at any time during the last two years to insure that the total received by the Teacher is consistent with this Section. For purposes of this Section, a Teacher's "TRS Creditable Salary" means the Teacher's base salary together with all other amounts from all sources which are creditable earnings under TRS rules.

Notwithstanding the above, teachers who discontinue an extra-duty assignment in either the year preceding the year of retirement or the year of retirement shall have their yearly increase for that year reduced by the amount of pay for the extra duty assignment. The term "year" shall mean "school year" and not "calendar year."

In the event that a teacher's resignation date under this policy contemplated use of sick leave benefits for creditable service purposes and the teacher subsequently uses all or a portion of their available sick leave days and does not have enough remaining sick leave days available upon the contemplated retirement date to retire without discount or use of the Early Retirement Option, the teachers resignation shall be automatically revoked and the teacher shall, subject to their health condition, continue employment until such time that they are eligible to retire at the end of a school year without a discounted annuity or under ERO.

If any teacher receives benefits under this policy and subsequently fails to retire as contemplated herein, such teacher shall be obligated to reimburse the district for the amount of the incentive less what the teacher would have received had the teacher not been eligible for the retirement incentive. If the district and the teacher cannot agree upon a reimbursement schedule, the district is authorized to make deductions from subsequent paychecks in the maximum amount of 5% of the total to be reimbursed per pay period.

In the event the Illinois Pension Code, regulations promulgated by TRS, or TRS interpretations are made, changed or modified during the effective period of this Agreement and such interpretations or modifications have the effect of requiring employer or member contributions under this ERI, the parties shall engage in mid-term bargaining to amend this ERI in such a way that no employer or member costs shall be incurred.

AJS
Board

8/8/22
Date

FY2023 - FY2025

8/12/22
Date

CE
Union

Both parties agree that this section of the collective bargaining agreement will no longer be considered in effect and must be re-opened for negotiation if any of the following three events occur:

1. The state changes statutory language regarding ERO
2. The state changes statutory language regarding end of career financial enhancement limits
3. The state changes statutory language regarding contributions for the "employer share" of payments to TRS (currently considered "on behalf payments").

I. Signing Bonus

The board may offer a one-time signing bonus for hard to fill positions. Hard to fill is defined by the Regional Office of Education. Any signing bonus and payment of such bonus must be shared with the Union President, or designee, by the Superintendent, or designee within 48 hours of the offering the bonus to the prospective employee.

AJS
Board

8/8/22
Date

FY2023 - FY2025

8/12/22
Date

CE
Union

ARTICLE XIII EFFECT OF CONTRACT

A. Complete Understanding

The terms and conditions set forth in this agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

B. Savings Clause

Should any article, section, or clause of the Contract be declared illegal by a court of competent jurisdiction to the State of Illinois; then that article, section, or clause shall be deleted from the Contract to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

C. No Strike - No Lockout

During the term of this Contract, no employee covered by this Contract, nor the Union, nor any person acting on behalf of the Union shall ever or at any time engage in, authorize, or instigate any picketing, any recognition of any picket line on the District's premises, any strike, slow-down, or other refusal to render full and complete services to the Board, or any activity whatsoever which would disrupt in any manner, in whole or in part, the operation of the District. During the term of this Contract, there shall be no lockout by the Employer.

D. Salary Schedule Incorporation

For the 2022-2023 school year, each returning full time TRS Eligible Licensed Professional shall receive a salary increase of 5.0%

For the 2023-2024 school year, each returning full time TRS Eligible Licensed Professional shall receive a salary increase of 5.0%

For the 2024-2025 school year, each returning full time TRS Eligible Licensed Professional shall receive a salary increase of 4.5%

Year	BA+40									
	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24	MA+32	MA+40
FY23	\$44,203	\$45,053	\$45,903	\$46,753	\$47,753	\$48,603	\$49,453	\$50,303	\$51,153	\$52,003
FY24	\$46,413	\$47,263	\$48,113	\$48,963	\$49,963	\$50,813	\$51,663	\$52,513	\$53,363	\$54,213
FY25	\$48,502	\$49,352	\$50,202	\$51,052	\$52,052	\$52,902	\$53,752	\$54,602	\$55,452	\$56,302

ASJ
Board

8/8/22
Date

FY2023 - FY2025

8/12/22 CE
Date Union

E. Extra-Duty Schedule Incorporation

Employees who have extra-duty assignments or coaching assignments shall be paid based on the extra-duty assignment schedules as set forth in Appendix II which is attached to and incorporated in this Contract.

F. Duration

This Contract shall remain in force from year to year from July 1, 2022 to June 30, 2025.

AJS
Board

8/8/22
Date

FY2023 - FY2025

8/12/22
Date

CE
Union

This Contract is signed and adopted this 8th day of August, 2022. Said Contract is verified and reaffirmed as of the Board of Education meeting date on August 8,, 2022.

IN WITNESS THEREOF:

For the Union:

Christine Evans
Union President

Jennifer Little
Union Witness

For the Board:

Alyssa J. Sh...
Board President

[Signature]
Board Witness

ASS 8/8/22
Board Date

FY2023 - FY2025

Date Union

APPENDIX I

SUPPORT STAFF WAGE SCHEDULE

A. Job Classification

	4% 2022-2023	3.5% 2023-2024	3.5% 2024-2025
Building Secretary	\$18.71	\$19.36	\$20.04
Custodian / Groundskeeper	\$20.84	\$21.57	\$22.33
Library Clerk	\$17.47	\$18.08	\$18.72
School Nurse	\$31.67	\$32.78	\$33.92
Registered Nurse	\$24.89	\$25.76	\$26.66
Licensed Practical Nurse	\$17.32	\$17.92	\$18.55
Certified Nursing Assistant	\$15.15	\$15.68	\$16.23
Student Facilitator	\$14.16	\$14.66	\$15.17
Monitor	\$12.48	\$12.92	\$13.37

Custodian / Groundskeepers who are identified as Maintenance Support shall receive an additional \$0.75 per hour.

Experience (Years)	Base Salary +
0	0
1	1%
2	2%
3	3%
4-7	6%
8-11	12%
12-15	18%
16-20	24%
21-25	28%
26+	30%

*Custodians called upon to work with prior approval of the Superintendent, on extraordinary repairs and/or maintenance shall be paid an additional differential of twenty percent (20%) of the individual custodian's regular scale of pay.

B. Pay Periods

Salary shall be paid in equal semi-monthly installments. All employees shall receive their regular paycheck on the 15th and 30th day of the month. If the 15th or 30th falls on a weekend day or holiday, checks will be distributed the previous workday.

C. Training

If a position requires a new skill or technological knowledge that the incumbent does not possess, the incumbent shall be offered the opportunity to gain the necessary training at the Board's expense.

ASS 8/8/22
Board Date

FY2023 - FY2025

8/12/22 CE
Date Union

D. Non-Certified Employee Retirement Bonus

In order to reward longstanding service, non-certified employees who have completed twenty (20) or more years of consecutive, full-time service to the District shall receive a retirement bonus, provided the employee submits an irrevocable letter of resignation no less than fourteen months prior to their designated date of retirement.

In order to calculate the bonus, the following guidelines will be used:

20-24.99 years of service:	\$3500.00 bonus
25-29.99 years of service:	\$4000.00 bonus
30 and up:	\$4500.00 bonus

The bonus will generally be paid evenly over the final twelve months of employment, provided, however, the Board retains the right to pay a portion of the bonus during the 90-day period following the last day worked to avoid incurring an IMRF cost or penalty. In the event that an IMRF cost or penalty to the Board cannot be avoided merely by delay of payment of the monies due under this Section, the parties agree that this provision shall be null and void and that they shall immediately negotiate over the terms of an alternate non-certified Retirement Bonus which will not result in any employer cost or penalty.

AJS
Board

8/8/22
Date

FY2023 - FY2025

8/12/22 CE
Date Union

APPENDIX II

Extra-Duty Schedules

BASE SALARY (\$41,000) for purposes of determining compensation percentages

All sponsors will receive credit for past years in-district at 2% per year.

All sponsors will receive credit for succeeding years in-district at 2% per year.

Competition	Competition%	Competition	Competition%
Varsity Boys Basketball	9.5%	7th Girls Basketball	6.0%
Varsity Football	9.5%	8th Girls Basketball	6.0%
Varsity Girls Basketball	9.5%	7th Boys Basketball	6.0%
Varsity Girls Track	8.3%	8th Boys Basketball	6.0%
Varsity Boys Track	8.3%	7th Volleyball	6.0%
Varsity Baseball	8.3%	8th Volleyball	6.0%
Varsity Softball	8.3%	JH Girls Track	6.0%
HS Cross Country	8.3%	JH Boys Track	6.0%
Varsity Boys Golf	8.3%	JH Cheerleading	6.0%
Varsity Girls Golf	8.3%	Asst HS Cr. Country	6.0%
HS Cheer	8.3%	JH Baseball (Head Coach)	6.0%
Asst. HS Cheer	6.0%	JH Baseball (Asst)	5.0%
Varsity Volleyball	8.3%	JH Softball (Head Coach)	6.0%
HS Wrestling	8.3%	JH Softball (Asst)	5.0%
Fresh. Basketball	6.0%	JH Cross Country	6.0%
Soph. Basketball	6.0%	Asst. JH Track	5.0%
Girls Fr. Basketball	6.0%	Asst. JH Track	5.0%
Girls So. Basketball	6.0%	JH Cross Country (Asst)	5.0%
Asst. Football	6.0%	HS Winter Guard	4.9%
JV Football	6.0%	JH Scholastic Bowl	5.0%
Fresh. Football	6.0%	JH Scholastic Bowl Asst.	3.0%
Asst. HS Track	6.0%	JH Science Olympiad	3.8%
Asst. HS Softball	6.0%	JH Science Olympiad Asst.	1.7%
Asst. HS Volleyball	6.0%	HS Speech Contest	3.0%
Asst. HS Wrestling	6.0%	HS Science Olympiad	4.0%
IHSA Bass Fishing	6.0%	JH Literary	3.0%
Asst. HS Baseball	6.0%	JH Literary Asst.	2.0%
Asst. HS Cross Country	6.0%	FFA Competition	4.3%
H.S. Scholastic Bowl	6.9%	Asst. HS Scholastic Bowl	3.0%

AJS
Board

8/8/22
Date

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Date Union

All sponsors will receive credit for past years in-district at 2% per year.
All sponsors will receive credit for succeeding years in-district at 2% per year.

Service	Service %	Club	Club %
Ind. Arts Summer Maint.(2wks)	4.3%	National Honor Society	3.0%
HS Summer Ag. Instruction (4 wks)	6.1%	HS Key Club	3.0%
Ag Summer Maint. (2 wks)	4.3%	HS Harvest Team	3.0%
HS Summer Band (4 wks)	9.0%	Freshman class sponsor (2)	2.0%
JH Summer Band (2 wks)	4.6%	Sophomore class sponsor (2)	2.0%
HS Guidance (3 wks) (2 max)	5.0%	Junior class sponsor (2)	3.8%
		Senior class sponsor (2)	2.2%
		JH Student Government	3.0%
		JH Student Govt. Asst.	2.0%
		JH Yearbook	2.0%
		Elem. Yearbook	2.0%
		HS Yearbook	8.0%
		Board Approved HS Clubs	1.0%
		HS Student Senate	3.3%
Performance	Performance %	Performance	Performance%
HS Play	6.0%	HS Dance Team	4.7%
HS Musical	6.8%	JH Dance	1.0%
HS Musical Support (2 max)	2.5%	HS Math Team	1.0%
HS Chorus	2.5%	JH Chorus	2.4%
HS Band	2.5%	JH Band	2.4%
HS Pep Band	1.5%		

CELLS BELOW ARE NOT SUBJECT TO 2% INCREASES LISTED ABOVE

Drivers Ed. (Before & After School)	\$30/per hr.
HS/JH Tickets, Timer, Scorer	\$23/per game
Football Tickets	\$42/per night
Mentees for mentoring program	\$200 per mentee
Members of the TIPS orientation program (2)	\$375 per leader
Farmers Families Program Organizer (2)	\$750 per organizer
Game Announcer	\$23 per game
Officials-Staff (Fr., So., JV.)	\$41
Bus Supervision	\$28
Security	\$20/per hour
Certified Extra Duty	.1% of base/per hour

Ass 8/8/22
Board Date

FY2023 - FY2025

8/12/22 CE
Date Union

APPENDIX III**HOLIDAYS**

Holidays for Support Staff are listed based on each Support Staff Annual Contract.

9-Month Employee Labor Day Columbus Day Thanksgiving Day Day After Thanksgiving Martin Luther King Day or Day Before Good Friday Good Friday President's Day OR Lincoln's Birthday Veteran's Day (if it falls on the weekend, this holiday will not be applicable) Christmas Day New Year's Day	10-Month Employee Labor Day Columbus Day Thanksgiving Day Day After Thanksgiving Martin Luther King Day or Day Before Good Friday Good Friday President's Day OR Lincoln's Birthday Veteran's Day (if it falls on the weekend, this holiday will not be applicable) Christmas Day New Year's Day Memorial Day
12-Month Employee Labor Day Columbus Day Thanksgiving Day Day After Thanksgiving Martin Luther King Day or Day Before Good Friday Good Friday President's Day OR Lincoln's Birthday Veteran's Day (if it falls on the weekend, this holiday will not be applicable) Juneteenth (if it falls on the weekend, this holiday will not be applicable) Christmas Eve Christmas Day New Year's Eve New Year's Day Memorial Day Fourth of July	Groundskeeper Labor Day Columbus Day Good Friday President's Day OR Lincoln's Birthday Veteran's Day (if it falls on the weekend, this holiday will not be applicable) Juneteenth (if it falls on the weekend, this holiday will not be applicable) Memorial Day Fourth of July

AJS
Board

8/8/22
Date

FY2023 - FY2025

8/12/22 CE
Date Union

Memorandum of Understanding

Between

The Board of Education of Farmington School District #265 ("Board")
and

The Farmington Federation of Support Staff and Teachers, AFT-IFT Local 3764 ("Union")

This Memorandum of Understanding ("MOU") is written in response to the addition of an Extra Duty Position at Farmington School District #265. The following facts pertain to this position:

- The Board and the Union recently Negotiated a Collective Bargaining Agreement ("CBA") for the period July 1, 2022 through June 30, 2025
- Extra Duty stipends were a subject of negotiations
- The Board recently added Wrestling as a program
- The final draft of the CBA does not contain language pertaining to Extra Duty Stipends for Wrestling
- The Board and the Union wish to include these positions in the CBA
- This MOU is intended to only modify the CBA as it pertains to items explicitly mentioned within this document

Therefore, the Board and the Union agree to the following:

- The position of Junior High Wrestling Coach shall be added to the Extra Duty Schedule listed in Appendix IV of the 2022-2025 Collective Bargaining Agreement.
- The stipend for Junior High Wrestling Coach shall be six percent (6%) of the base salary for extra duties, as listed in Appendix IV.
- All contract provisions pertaining to Extra Duties shall pertain to the position of Junior High Wrestling Coach.
- The position of Junior High Wrestling Coach shall be filled using the same CBA procedures as all other Extra Duty positions.

This Memorandum of Understanding shall be effective immediately upon execution by the authorized representatives as set forth below and be in effect for the duration of the 2022-2025 Collective Bargaining Agreement. Any work done by the Junior High Wrestling Coach prior to execution of this Memorandum of Understanding shall be considered and applied as outlined in this Agreement.

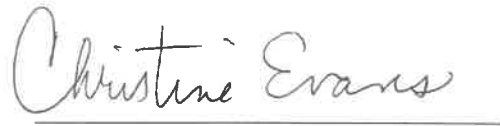

Terms and Conditions of this Memorandum of Understanding shall be incorporated into successor Collective Bargaining Agreements as deemed necessary and appropriate by the parties during negotiations.

In Witness Whereof, the parties hereto have executed this Memorandum of Understanding by signature on September 12, 2022

Farmington School District #265
Board of Education


President, Board of Education

Farmington Federation of
Support Staff and Teachers
AFT-IFT Local #3764


President, Farmington Local #3764
Secretary, Board of Education

Memorandum of Understanding

Between

The Board of Education of Farmington School District #265 (“Board” or “District”)

and

The Farmington Federation of Support Staff and Teachers, AFT-IFT Local 3764 (“Union”)

This Memorandum of Understanding (“MOU”) is written to clarify the issue of internal supervision provided by student facilitators. This MOU only applies in cases where student facilitators are providing supervision for students when a licensed teacher is unavailable. This MOU does not alter any language of the current Collective Bargaining Agreement except as explicitly stated within this document.

The following facts apply:

- The District and the Union have a Collective Bargaining Agreement in place.
- The District and the Union have met to discuss this issue.
- The District and the Union wish to reach clarity on this issue.
- The District makes every attempt to secure external substitutes for all positions.
- This MOU does not modify Internal Substitution Rates for Certified Staff.

Therefore, the Board and the Union agree to the following:

- The District shall pay qualified student facilitators the following rates if being asked to supervise as a result of an absence of a classroom teacher and the District is unable to secure an external substitute.
 - \$20 for one period of coverage
 - \$40 for a half day of coverage
 - \$60 for a full day of coverage
- Such compensation shall be in addition to the student facilitator’s predicated hourly compensation.
- Any situation in the 2022-2023 School Year where a student facilitator fulfilled supervision as outlined above shall be compensated according to this document, if the student facilitator has not already been compensated as such.
- All compensation shall be considered creditable earnings for Illinois Municipal Retirement Fund (IMRF) purposes only.

This Memorandum of Understanding shall be effective immediately upon execution by the authorized representatives as set forth below and be in effect for the duration of the 2022-2025 Collective Bargaining Agreement. This Memorandum shall be considered status quo language in a subsequent Collective Bargaining Agreement addressing this issue. Both parties retain the right to present alternative language to this MOU in negotiations for a subsequent Collective Bargaining Agreement.

In Witness Whereof, the parties hereto have executed this Memorandum of Understanding upon signature from all parties.

Dated: 5/8/, 2023


Farmington School District #265
Board of Education


President, Board of Education


Secretary, Board of Education

Dated: 4/18, 2023

Farmington Federation of
Support Staff and Teachers
AFT-IFT Local 3764


President, Farmington Local 3764

Memorandum of Understanding

Between

The Board of Education of Farmington School District #265 (“Board” or “District”)

and

The Farmington Federation of Support Staff and Teachers, AFT-IFT Local 3764 (“Union”)

This Memorandum of Understanding (“MOU”) is written to clarify the issue and purpose of seniority lists for certified staff and support staff. The following facts apply:

- The District and the Union have a Collective Bargaining Agreement in place.
- The District and the Union have met to discuss this issue.
- The District and the Union wish to reach clarity on this issue.

Therefore, the Board and the Union agree to the following:

- Article IX, Section C – Seniority List shall be deleted from the Collective Bargaining Agreement and shall be replaced with the following language:

A seniority list will be maintained by the Board and shared with the Union President, or Designee by February 1st of each year. This list shall consist of employee name, date of hire, degree(s) held by employee, type of certificate and qualifications.

- Article IX, Section E – Seniority List shall be deleted from the Collective Bargaining Agreement and shall be replaced with the following language:

A Reduction in Force (RIF) list will be maintained by the Board and shared with the Union President, or Designee by February 1st of each year.

This Memorandum of Understanding shall be effective immediately upon execution by the authorized representatives as set forth below and be in effect for the duration of the 2022-2025 Collective Bargaining Agreement. This Memorandum shall be considered status quo language in a subsequent Collective Bargaining Agreement addressing this issue. Both parties retain the right to present alternative language to this MOU in negotiations for a subsequent Collective Bargaining Agreement.

In Witness Whereof, the parties hereto have executed this Memorandum of Understanding upon signature from all parties.

Dated: 5/8, 2023

Farmington School District #265
Board of Education




President, Board of Education



Secretary, Board of Education

Dated: 6/16, 2023

Farmington Federation of
Support Staff and Teachers
AFT-IFT Local 3764



President, Farmington Local 3764

Memorandum of Understanding

Between

The Board of Education of Farmington School District #265 ("Board" or "District")

and

The Farmington Federation of Support Staff and Teachers, AFT-IFT Local 3764 ("Union")

This Memorandum of Understanding ("MOU") is written to resolve the issue of stipends for specific extra duty activities. The following facts apply:

- The District and the Union have a Collective Bargaining Agreement in place.
- The District and the Union have met to discuss this issue.
- The District and the Union wish to reach a resolution to this issue.

Therefore, the Board and the Union agree to the following:

- A position for Unified PE shall be added to the "Club" section of the Extra Duty Schedule, at a rate of two percent (2.00%).
- A position for an additional Assistant Football Coach shall be added to the "Competition" section of the Extra Duty Schedule, at a rate of six percent (6.00%). This position shall be filled as necessary, based on participation in the football program.
- Both the Unified PE and Additional Assistant Football Coach shall be treated equally to all other positions in the "Club" and "Competition" section of the Extra Duty Schedule.
- The non-longevity stipends shall be considered void and replaced with the modified language contained within this MOU:

Activity	Stipend
Drivers Ed. (Before & After School)	\$30/per hr.
Mentors for mentoring program	\$200 per mentee
Members of the TIPS orientation program (2)	\$375 per leader
Farmers Families Program Organizer (2)	\$750 per organizer
Officials-Staff (Fr., So., JV.)	\$41
Bus Supervision	\$28
Security	\$20/per hour
Certified Extra Duty	.1% of base/per hour

Activity	Regular Season	IHSA Post Season
HS Tickets, Timer, Scorer	\$23/per game	\$30/per game*
JH Tickets, Timer, Scorer	\$23/per game	\$23/per game **
Football Tickets	\$42/per night	\$42/per night*
Game Announcer	\$23 per night	\$50/per night*
HS Scholastic Bowl Moderator	\$23/per contest	\$30/per contest*
JH Scholastic Bowl Moderator	\$23/per contest	\$23/per game **

* To qualify for IHSA Post-Season Stipend, employee must have worked in same position for a regular season event.

** IESA events will be paid at the regular season rate for post season events

- The District will make an attempt to fill all extra-curricular activities and events with members of the bargaining unit prior to offering a position to a non-bargaining unit member, provided that the bargaining unit member is equally or more qualified to hold the position.

This Memorandum of Understanding shall be effective immediately upon execution by the authorized representatives as set forth below and be in effect for the duration of the 2022-2025 Collective Bargaining Agreement This Memorandum shall be considered status quo language in a subsequent Collective Bargaining Agreement addressing this issue. Both parties retain the right to present alternative language to this MOU in negotiations for a subsequent Collective Bargaining Agreement.

In Witness Whereof, the parties hereto have executed this Memorandum of Understanding upon signature from all parties.

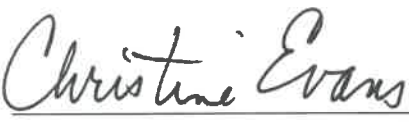
Dated: 5/8/, 2023


Dated: 6/16, 2023

Farmington School District #265
Board of Education

Farmington Federation of
Support Staff and Teachers
AFT-IFT Local 3764


President, Board of Education


President, Farmington Local 3764


Secretary, Board of Education
Extra Duty MOU

Memorandum of Understanding

Between

The Board of Education of Farmington School District #265 ("Board" or "District")
and

The Farmington Federation of Support Staff and Teachers, AFT-IFT Local 3764 ("Union")

This Memorandum of Understanding ("MOU") is written to resolve the issue of stipends for specific extra duty activities. The following facts apply:

- The District and the Union have a Collective Bargaining Agreement in place.
- The District and the Union have met to discuss this issue.
- The District and the Union wish to reach a resolution to this issue.

Therefore, the Board and the Union agree to the following:

- A position for an Assistant FFA Advisor shall be added to the "Competition" section of the Extra Duty Schedule, at a rate of three percent (3.00%).
- This position shall not have any responsibilities for Summer Ag Instruction or Summer Ag Maintenance.

This Memorandum of Understanding shall be effective immediately upon execution by the authorized representatives as set forth below and be in effect for the duration of the 2022-2025 Collective Bargaining Agreement. This Memorandum shall be considered status quo language in a subsequent Collective Bargaining Agreement addressing this issue. Both parties retain the right to present alternative language to this MOU in negotiations for a subsequent Collective Bargaining Agreement.

In Witness Whereof, the parties hereto have executed this Memorandum of Understanding upon signature from all parties.

Dated: October 10, 2023

Farmington School District #265
Board of Education



President, Board of Education



Secretary, Board of Education

Dated: October 10, 2023

Farmington Federation of
Support Staff and Teachers
AFT-IFT Local 3764



President, Farmington Local 3764

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the **Board of Education of Farmington Central Community Unit School District No. 265** ("Board" or "District") and the **Farmington Federation of Support Staff and Teachers, AFT Local No. 3764** ("Union") this 13~~th~~ day of November, 2023. The Board and Union shall be referred to herein collectively as the "Parties".

Recitals

- A. The Board and Union are parties to a collective bargaining agreement for the period of from July 1, 2022 through June 30, 2025 ("CBA"); and
- B. The District has been awarded Teacher Vacancy Grant Pilot Program by the Illinois State Board of Education for the 2023-24 school year; and
- C. The Board and the Union have agreed to provide certain incentives for the retention of employees as more particularly set forth in this Memorandum of Understanding.

In consideration of the above recitals and the following covenants and conditions, the Parties agree as follows:

Agreement

- 1. Recitals: The recitals set forth above are true and correct and are incorporated by reference herein.
- 2. Area of Need: Licensed cross categorical special education faculty are the vacancy of greatest need for the District.
- 3. Retention Bonus: Except for teachers in the "Pension Determination Years" (final four years of service before eligibility of a non-discounted retirement annuity for Tier 1 Teachers and subsequent years; and final eight years of service before eligibility of a non-discounted annuity for Tier 2 Teachers and subsequent years), the District will pay a retention bonus of \$5,000 to all full-time teachers who are licensed to teach special education classes under the laws of the State of Illinois and work a full year in the each of the following school years: 2023-2024, 2024-2025, and 2025-2026. For full-time teachers who are licensed to teach special education classes and who are in the Pension Determination Years, the amount of the annual bonus for such teachers who work a full year in any of these years shall be an amount which will result in a total increase of creditable earnings from the prior school year of six percent, unless such teacher discontinues an extra duty assignment during any such year in which case the amount of the bonus will be an amount which results in a six percent increase in base salary when considering the annual raise and the bonus amount. This retention bonus shall also apply to support personnel who receive a bachelor's degree and license to teach special education classes for each full year they are licensed to teach.

4. CBA Re-Numbering.

- A. Article XII – Effect of Contract shall be renumbered as Article XIII.
- B. Sections “A” through “I” following the signature page shall be moved to a new Article XII entitled “Salary and Benefits”.
- C. Subsections D and E of Article XIII – Effect of Contract shall be moved to Article XII – Salary and Benefits as Subsections A and B respectively. The existing subsections of Article XII shall be renumbered accordingly starting with Subsection C.

5. Signing Bonus: In addition to the signing bonus outlined in Article XII, Section K of the CBA, the District may provide a signing bonus to attract teachers in any area of need. The rationale, amount, and terms of disbursement will be discussed with the Union President prior to an offer being extended to a candidate. The additional signing bonus will be subject to repayment in the same manner as outlined in Article XII, Section F, subsection 3.

- a. If the employee leaves after 0 completed years: 100% repayment
- b. If the employee leaves after 1 completed year: 75% repayment
- c. If the employee leaves after 2 completed years: 50% repayment
- d. If the employee leaves after 3 completed years: 0% repayment

6. Tuition Payments for Teachers: The Terms and Conditions in Article XII, Section F, subsection 3 are amended as follows through June 30, 2025:

3. Tuition Payments (Certified staff only)

District Required Courses: The Board will pay the full cost of tuition to any certified employee who is required by the Board, not the ISBE, to return to school in order to maintain his/her employment. (Selection of college / university and courses to be taken, to be approved in advance by the Superintendent.)

Teacher Initiated Courses: The Board will pay three hundred and 00/100 dollars (\$300.00) per semester hour or the full amount of the tuition if that amount is less than three hundred and 00/100 dollars (\$300.00) per semester hour to any certified employee who completes additional hours of credit provided the courses are approved in advance by the Superintendent, and receipts are provided. The District will not reimburse if the cost of the tuition is covered by any grant, scholarship, or any other source other than payment by the employee. The District will reimburse up to a maximum (per employee) of twelve (12) semester hours per year in an accredited degree program. The District will pay a maximum (per employee) of four (4) semester hours (or up to six (6) semester hours for a single class) per year outside of an accredited degree program. If the tuition request is connected to attendance at a workshop or meeting, the District will pay the workshop fees or tuition reimbursement, whichever is greater. Tuition will be paid only for grades of “B” or higher, when grades are given. The Board will pay the above tuition charge one time per course.

Special Education Licensure: The Board will pay up to six hundred dollars (\$600.00) per semester hour toward tuition of classes completed with a grade of “B” or better for courses commenced after June 30, 2023 and completed in furtherance of a

degree and licensure to teach special education classes. This amount is inclusive of, and not in addition to, the amount set forth in the above paragraph. The class limitations set forth above shall not apply to courses earned toward a degree and licensure to teach special education classes.

Obligation to Teach in FCCUSD No. 265 / Repayment of Reimbursed Tuition: In addition, if an employee accepts the tuition payments referenced above, that employee is expected to remain in the school district for no less than three years after receipt of said advanced degree. If an employee voluntarily leaves the employ of the school district prior to the end of the three years, the employee will reimburse the school district all tuition payments made on their behalf using the following guidelines:

If the employee leaves after 0 years:	100% repayment
If the employee leaves after 1 year:	75% repayment
If the employee leaves after 2 years:	50% repayment

7. Tuition Payments for Support Staff. The Terms and Conditions in Article XII, Section F, subsection 4 are amended as follows through June 30, 2025:

4. Tuition Payments (Support Staff Only)

Employee Initiated Courses. The Board will pay six hundred and 00/100 dollars (\$600.00) per semester hour or the full amount of the tuition if that amount is less than six hundred and 00/100 dollars (\$600.00) per semester hour to any support staff employee who is currently enrolled, or enrolls, in a BA or BS Teacher Education program at an approved college or university which would allow the employee to obtain a regular Illinois teaching license and teach classes within the District upon completion of the program. The District will not reimburse if the cost of the tuition is covered by any grant, scholarship, or any other source other than payment by the employee. Tuition will be paid only for grades of "B" or higher, when grades are given. The Board will pay the above tuition charge one time per course.

Obligation to Teach in FCCUSD No. 265 / Repayment of Reimbursed Tuition. In addition, if an employee receives a degree using the tuition payments referenced above, and that employee is offered a teaching position for which the employee is qualified, that employee is expected to remain in the school district for no less than three years after receipt of a regular Illinois teaching license. If an employee voluntarily leaves the employ of the school district prior to the end of teaching three full years, the employee will reimburse the school district all tuition payments made on their behalf using the following guidelines:

If the employee leaves after 0 years:	100% repayment
If the employee leaves after 1 year:	75% repayment
If the employee leaves after 2 years:	50% repayment

This Memorandum of Understanding shall be effective immediately upon execution by the authorized representatives as set forth below.

Dated: November 13, 2023

Farmington School District #265
Board of Education



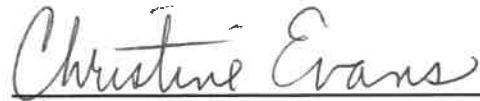
President, Board of Education



Secretary, Board of Education

Dated: November 14, 2023

Farmington Federation of
Support Staff and Teachers
AFT-IFT Local 3764



President, Farmington Local 3764