

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made and entered into this 18 day of June, 2023, by and between the Board of Education of O'Fallon Community Consolidated School District No. 90 ("Board" or "District") and the O'Fallon Support Personnel Federation, Local #6353, the exclusive representative of all non-exempt non-certified employees in the District ("Union"),

W I T N E S S E T H:

WHEREAS, the Board and the Union have recently completed bargaining over a new collective bargaining agreement covering the 2023-2024 and 2024-2025 school years ("the Agreement"); and

WHEREAS, the District has experienced and expects to continue to experience difficulties in recruiting and retaining qualified licensed and non-licensed employees; and

WHEREAS, the District has recently learned it is the recipient of a Federal or State grant which will provide significant funding for assistance in filling licensed positions; and

WHEREAS, the District wishes to encourage qualified non-licensed employees to obtain licensure for licensed teaching and school nurse positions; and

WHEREAS, so long as funding is available from the aforesaid grant, the District wishes to reimburse the cost of tuition for such employees, subject to certain conditions and qualifications; and

WHEREAS, the Board and the Union have agreed upon a tuition reimbursement program available to qualified employees, so long as grant funding is available, and wish to incorporate the same herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants, and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Incorporation of Preambles. The parties hereby find that all of the recitals contained in the preambles to this Memorandum are full, true and correct and do incorporate them into this Memorandum by this reference.

Section 2. Tuition Reimbursement. During each school year in which the District has been notified that it will receive full funding for the grant described above, and upon the approval of a "Request for Tuition Reimbursement" form as provided in Section 10.4 of the Agreement, the Board shall reimburse any Aide or Pre-School Teacher who wishes to obtain licensure to become a licensed teacher, and any Health Care Provider/Registered Nurse who wishes to obtain licensure to become a Certified School Nurse, for the actual cost of tuition and other university fees up to a maximum of N/A semester hours at the in-school rate for SIUE per fiscal year. The processing and approval of such a Request shall be subject to the criteria set forth in Section 10.4 of the Agreement.

Employees completing college credit in the field of education shall be reimbursed up to but not to exceed N/A during the fiscal year during which the course is taken. This shall include distance learning courses in a degree program but not professional development courses offered by a university. Request for reimbursement will be processed for payment following presentation of official grade reports proving that the credit has been granted, along with a copy of the university fee statement, receipt or a canceled check showing a breakdown of amount paid. Employees must be under contract before this provision becomes applicable. Reimbursement will only be made for pre-approved classes. Except in cases of death, disability or other good cause as approved by the Board, any employee who terminates employment with the District within 5 years after completing the course shall promptly reimburse the District for the amount of tuition payments received from the District in accordance with the following schedule:

*Prior to completing 1 year – 100%

*Prior to completing 2 years – 50%

*Prior to completing 3 years – 25%

*After completing 4 years – 0%

Section 3. Grant Funding. The Tuition Reimbursement Program described in Section 2 shall be available for qualified employees so long as the District receives grant funding under the Teacher Voucher Grant to fund the same. The Superintendent will notify the Union each year no later than Aug 30 whether grant funding is available for the upcoming school year. In the event the District does not receive sufficient grant funding in a year to fund the Tuition Reimbursement program, then this program shall cease, and this Memorandum shall be of no further effect.

Section 4. No Precedent. This Agreement shall not establish a precedent of any kind as to any issue addressed herein and shall be disregarded as guidance for future situations of similar nature or kind.

Section 5. Execution. This Agreement may be executed in counterparts, and any party herein may sign any counterpart. The Agreement shall be effective when each party hereto shall have signed a counterpart, and a set of counterparts bearing the signatures of each party hereto shall constitute the Agreement as fully as if all the parties shall have signed a single document.

Section 6. Entirety of Agreement. This Memorandum constitutes the whole and entire agreement between the parties regarding this matter. Except as so amended, the Collective Bargaining Agreement between the parties remains in full force and effect. No prior agreement, negotiations, relationships, understanding, course of dealing, or usage forms any part of this Memorandum.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed on the date first written above.

**BOARD OF EDUCATION
O'FALLON COMMUNITY CONSOLIDATED
SCHOOL DISTRICT NO. 90**

By: Bucky Dwyer
Its President

ATTEST:

Sharon Tadlock
Secretary Union

O'FALLON SUPPORT PERSONNEL
FEDERATION, LOCAL #6353

By: Keith Dwyer
Its President

ATTEST:
Robert Dwyer
Secretary Board