

MEMORANDUM OF UNDERSTANDING

The Board of Education of Freeport School District 145 (the "Board") and the Freeport Transportation Personnel Association (the "FTEA") are parties to a Collective Bargaining Agreement ("CBA") for the period of July 1, 2025 through June 30, 2026. An issue discussed during negotiations for this Agreement but not included in this Agreement concerns the consequences of exhausting paid sick leave in situations that do not qualify for FMLA leave.

The Board and the FTEA agree that absences caused by use of sick leave to the point of exhaustion is detrimental to the employer and to fellow employees. The parties therefore agree to a one-year Memorandum of Understanding ("MOU") with the hope of addressing this problem in a constructive and consistent way that is not unduly punitive to any given employee.

The parties therefore agree to the following:

1. Employees who exhaust their sick time during the 2025-2026 contract year will either be terminated or reassigned as substitutes depending on District need. One illness may be excused with a doctor's note if no sick time remains. Employees are allowed three (3) unexcused absences; a fourth results in termination or reassignment as substitutes. Employees placed on substitute status may reapply for a permanent position at the start of the next school year. Employees rehired will start at the bottom of the seniority list and at the starting pay for their position (e.g., bus driver), plus any differential for past experience.
2. Exhaustion of sick time caused by qualified absences under the Family and Medical Leave Act (FMLA) is not subject to this MOU.
3. The parties agree to review and assess the success of this MOU both during its one-year term and upon its conclusion. The parties may amend the provisions of this MOU at any time upon mutual agreement.

4/22/25

