

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is entered into this 22nd day of September 2022, between the Board of Education of Naperville Community Unit School District 203 ("the Board") and the Naperville Education Support Professionals Association ("NESPA") IEA-NEA (the "Association");

WHEREAS, the Board and the Association are parties to a collective bargaining agreement ("CBA"), through June 30, 2024;

WHEREAS, the Association is the sole and exclusive collective bargaining representative for all full-time and part-time education support professionals, as defined in Article I Section 1.1 of the CBA ("Recognition");

WHEREAS, Appendix A ("Wages") Section V. ("Bus Duty Pay") of the CBA states, "Employees who are assigned to ride a bus to provide support for student(s) shall be compensated at a rate of \$19 per hour, or their current hourly wage, whichever is higher;"

WHEREAS, the Board wishes to provide this Bus Duty Pay to Association employees who ride the bus to support students, outside of students' traditional school attendance hours, regardless of whether Association employees ride the bus due to their regular work schedule, or as an extra volunteer duty.

NOW THEREFORE, in consideration of the mutual covenants and understanding herein, the parties do agree as follows:

- 1) **Duration.** The parties agree the term of this MOU will be from the date of the signing of this MOU by both parties, and will terminate upon the expiration of the current CBA (June 30, 2024).
- 2) **Bus Trips Outside Students' School Attendance Hours.** Employees assigned to bus duty for trips that occur before or after students' regular school attendance hours, shall be paid Bus Duty Pay, regardless of whether a portion of the bus duty time falls within the employee's regularly scheduled work hours, or the employee rides the bus as a voluntary extra duty. Bus Duty Pay will be consistent with Appendix A, Section V. of the CBA.
- 3) **Exemption for Bus Trips During Students' School Attendance Hours.** Employees assigned to bus duty for trips which take place during students' regular school attendance hours are not entitled to Bus Duty Pay. This exclusion includes, but is not limited to, community trips and field trips in specialized special education classrooms or general education classrooms.
- 4) **Terms of the Current CBA.** All provisions of the parties' CBA will remain in full force and effect during the period of the MOU unless specifically modified by this MOU. The parties agree that this MOU shall not be considered part of the parties' CBA.
- 5) **Non-Precedential.** The parties agree that this MOU does not affect the bargained-for status quo that exists between the parties as set forth in the current CBA, and this MOU does not

constitute a precedent and may not be cited by any party as evidence of a past practice in any future proceeding.

- 6) **Entire Agreement.** This MOU sets forth all the promises, agreements, conditions, and understandings between the parties relative to the subject matter hereof and there are no promises, agreements, or undertakings, either oral or written, expressed or implied, between them other than as herein set forth.
- 7) **Amendment of MOU.** Except as otherwise provided, no subsequent alteration, amendment, change, or addition to this MOU shall be binding upon the parties unless reduced to writing, duly authorized, and signed by each of them.
- 8) **Effective Date.** This MOU is effective upon the execution by the authorized representatives of the Board and the Association, as set forth below.

IN WITNESS WHEREOF, the Board and the Association have caused this Memorandum of Understanding to be executed by the signatures of their authorized representatives as set forth below.

Board of Education of Naperville
Community Unit School District 203

By: _____

Date: _____

Naperville Education Support Professionals
Association ("NESPA") IEA-NEA

By: _____

Date: _____