

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“MOA”) is entered into this 5th day of September, 2023 between the Naperville Education Support Professionals Association, IEA/NEA (“NESPA”) and the Board of Education of Naperville Community Unit School District 203 (the “Board” or “District”) (collectively, “the Parties”).

WHEREAS, the District and NESPA are parties to a collective bargaining agreement with a current term of 2021-2024 (the “CBA”);

WHEREAS, pursuant to an order by the Illinois Educational Labor Relations Board and Sections 1.1 and 1.2 of the CBA, NESPA is the sole and exclusive bargaining representative for the District’s classroom nurses who are not short-term employees or employed in timesheet positions;

WHEREAS, certain classroom nurses are newly included in the NESPA bargaining unit, and Section 1.2 of the CBA anticipates that the parties will meet and make a recommendation as to appropriate bargaining unit placement and the conditions of continued employment for former timesheet positions; and

WHEREAS, the Parties seek to have a written agreement memorializing the terms of the inclusion of certain classroom nurses in the bargaining unit;

NOW, THEREFORE, in consideration of the mutual covenants herein, the following applies:

1. Incorporation of Recitals

The foregoing recitals shall be considered a part of this MOA and shall be binding upon the Parties.

2. Covered Classroom Nurses

The Parties agree to apply this MOA and the CBA (as adjusted by the terms of this MOA) to the following classroom nurses (hereinafter referred to as “Covered Classroom Nurses”):

- | | | |
|--------------------|------------------------|----------------------|
| 1. Denise Bayer | 9. Lisa Knox Nervig | 17. Vida Petrauskas |
| 2. Kris Blaida | 10. Christi Kocanda | 18. Jennifer Roque |
| 3. Lois Curran | 11. Kelly Lezza | 19. Tammy Rousseau |
| 4. Brooke Dason | 12. Monica Lindmark | 20. Brittney Samek |
| 5. Nancy Dyer | 13. Shani May | 21. Jennifer Sexton |
| 6. Carol Hayes | 14. Peggy McKenzie | 22. Mary Thomas |
| 7. Corrine Jeppson | 15. Margaret Mumford | 23. Janet Williamson |
| 8. Becky Kenealy | 16. Kristen Napekowski | |

3. **Health Insurance**

For Covered Classroom Nurses who qualify for health insurance benefits under Sections 6.5 and 6.6 of the CBA, the Board shall make an 85% contribution to the premiums.

4. **Wages**

Covered Classroom Nurses shall have a starting wage of \$35.00 per hour for those employees who have worked up to three years and \$37.00 per hour for those employees who have worked more than three years.

Covered Classroom Nurses shall receive an additional \$1.00 differential per hour while caring for medically fragile or complex students and/or caring for students who exhibit extreme behaviors or violent episodes. In no event shall a Covered Classroom Nurse receive more than \$1.00 per hour in differential pay.

5. **Seniority**

For purposes of applying the provisions of Section 9.4 of the CBA, Covered Classroom Nurses shall constitute an employee category, and those who work twenty-five (25) hours or more per week shall be afforded seniority in the classroom nurse category. Seniority shall be based upon the initial date of hire into District 203.

6. **Bus Duty**

For Covered Classroom Nurses assigned to provide support to students who require support during transportation to or from school, such classroom nurses are required to ride a bus with the assigned student as part of their regular working hours.

7. **Work Schedules**

The Parties acknowledge and agree that the notice requirement and associated payment provisions of Section 7.4 of the CBA regarding changes in work schedules do not apply to Covered Classroom Nurses.

8. **Meetings**

All Covered Classroom Nurses shall meet annually to review standards of care for three (3) hours on the day before the first day of student attendance.

9. **Effect of Agreement**

This MOA is non-precedential and will not constitute admissible or binding precedent or past practice in any subsequent grievance arbitration or administrative proceeding. All other provisions of the current collective bargaining agreement between NESPA and the District that are not covered under this MOA are in full force and effect for Covered

Classroom Nurses.

10. Entire Agreement and Amendment

This MOA 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 set forth herein. No subsequent alteration, amendment, change, or addition to this MOA shall be binding upon the Parties hereto unless reduced to writing and duly authorized and signed by each of them.

11. Duration

This MOA shall be in effect as of the date of execution by both parties and shall continue in full force and effect through June 30, 2024.

12. Authorized Representatives

The District and NESPA respectively represent that the person signing this MOA is duly authorized to do so on its behalf.

13. Counterparts

This MOA may be executed in two or more counterparts, in hard-copy or electronic format, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

**NAPERVILLE EDUCATION SUPPORT
PROFESSIONALS ASSOCIATION**

By: Sharon Kuroleuko
President

Date: 8/29/23

**BOARD OF EDUCATION OF
NAPERVILLE COMMUNITY UNIT
SCHOOL DISTRICT 203**

By: Christine M. Zuercher
President

Date: 9/5/23

ATTEST:

By: Susan Patton
Secretary

Date: 9/5/23