

MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** ("MOA") is entered into this 29th day of September, 2020, between the Board of Education of Naperville Community Unit School District No. 203 (the "Board" or the "District") and the Naperville Unit Maintenance Association (the "Union") (collectively, the "Parties") to memorialize the agreements between the District and the Union.

WHEREAS, the Union is the exclusive bargaining representative for all full-time regularly-employer custodians, K-8 head custodians, grounds keepers and maintenance employees (the "NUMA Employees"), as set forth in Article I of the 2018–2022 Collective Bargaining Agreement between the Parties (the "CBA");

WHEREAS, because of the COVID-19 Pandemic, Illinois has experienced an increasing number of individuals suffering therefrom as well as an increasing number of deaths therefrom:

WHEREAS, beginning in March 2020 and continuing through the date of this MOA, Governor JB Pritzker has declared all counties in the State of Illinois as a disaster area in response to the COVID-19 Pandemic;

WHEREAS, considering the current circumstances, the Parties have agreed to certain items set forth herein relative to the working conditions of employees;

NOW THEREFORE, in consideration of the promises and mutual undertaking and agreements of the Parties hereto, it is hereby agreed by the Parties as follows:

1. COVID-19 Leave Days

a. Provision of COVID-19 Leave Days. The District shall provide all employees represented by the Union with up to fifteen (15) days of COVID-19 leave ("COVID-19 Leave Days") during the 2020-21 school year, subject to the following terms and conditions:

- i. An employee may only utilize a COVID-19 Leave Day(s) where his/her potential exposure to COVID-19 is a result of his/her work on behalf of the District.
 - ii. An employee must use a total of fourteen (14) combined accumulated sick days and/or Families First Coronavirus Response Act ("FFCRA") before using any COVID-19 Leave Days(s) provided under Para 1 (a).
- b. Treatment of COVID-19 Leave. COVID-19 Leave Days provided under Para. 1 (a), above, are wholly separate from other forms of leave provided pursuant to the Parties CBA, including Sick Leave.
- i. The Parties understand and acknowledge that unused COVID-19 Leave Days may not be accumulated.
 - ii. The Parties understand and acknowledge that COVID-19 Leave Days may not be included as part of any unused, uncompensated sick leave which an employee may use to receive service credit at retirement.
- d. Sick Leave Unrelated to COVID-19. Any sick leave taken for a reason other than COVID19, shall be taken in accordance with the sick leave provision(s) set forth in the CBA and shall not be counted toward the four (4) days of sick leave which must be taken pursuant to Para. 1 (a)(ii), above.

2. Non-Precedential Agreement

The Union and the District agree that this MOA is based on the unique circumstances caused by the Pandemic and is entirely non-precedential and will not constitute binding precedent for the Union or the District in any past or future grievance or in relation to their respective positions concerning the existing CBA, practices, procedures, or policies.

3. Effect of Agreement

This MOA applies, specifically, to the staffing of NUMA employees during the 2020–2021 academic year and does not modify, amend, or otherwise affect any provision of the 2018–2022 CBA.

4. 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.

5. Effective Date

This MOA is effective immediately upon execution by the authorized representatives of the District and the Union as set forth below.

6. Authorized Representatives

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

7. 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, the Parties have executed this MOA on the dates set forth below.

**Naperville Community Unit
School Dist. 203**

By: 
Its Authorized Representative

Date: 9/29/20

**Naperville Unit Maintenance
Association, IEA-NEA**

By: 
Its Authorized Representative

Date: 9/28/20