

## MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** ("MOA") is entered into this 26<sup>th</sup> day of August, 2020, between the Board of Education of Naperville Community Unit School District No. 203 (the "Board" or the "District") and the Naperville Unit Education 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 the District's full-time and part-time regularly employed certificated personnel, as set forth in Article I, Section 1.1 of 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**, the Illinois State Board of Education (ISBE) and Illinois Department of Public Health (IDPH) published guidance for how Pre-Kindergarten through 12<sup>th</sup> grade schools can safely transition to in-person instruction beginning in the Fall 2020;

**WHEREAS**, the ISBE and IDPH guidance recommends that districts should include as much face-to-face or synchronous instruction as possible, including at least two and one half (2.5) hours of synchronous learning with real-time instruction and interaction between students and their teachers per day;

**WHEREAS**, adherence to the Illinois School Code as well as the ISBE and IDPH guidance will impact the working conditions of employees within the District;

**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 ("Teachers") 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. A Teacher 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. A Teacher 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 used in a Teacher's TRS creditable earnings calculation.

c. If a staff member must stay home for a reason directly related to COVID-19 (due to quarantine or isolation of themselves or a dependent family member), but feels well enough, the staff member can teach at home without being charged a sick day. They also have the option of taking a sick day (or applicable FFCRA or new COVID-19 leave day).

d. Sick Leave Unrelated to COVID-19. Any sick leave taken for a reason other than COVID-19, 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. Livestreaming**

Teachers may be required by the District to livestream his/her lesson(s) at any point during the 2020–21 school year when it is necessary to do so to provide remote instruction to students, as determined by the District. The District may require teachers to record their livestreamed instruction for student instruction purposes only. In such cases, the teacher will be provided advance notice of the need to record the instruction. Such recording shall not be used for performance evaluation purposes. In order to accommodate any livestreaming arrangement, the District agrees to (1) take all reasonable measures to protect the privacy of students and staff, (2) provide all necessary professional development to assist in the technology and planning for any

livestreaming, (3) provide all necessary logistical support for staff implementing livestreaming in an instructional setting and (4) Collaborate with the teachers to facilitate the livestreaming.

**3. Retirement Date**

Any Teacher who, by February 1, 2020, provided irrevocable notice of his/her intent to retire between June of 2021 and June of 2023 and thereby qualified for the retirement benefit provided for under Section 6.14 of the CBA, may retire effective August 2020 and receive a prorated share of the benefit provided for under Section 6.14 so long as he/she provides notice of such action by August 28, 2020.

**4. Non-Precedential Agreement**

The Union and the District agree that this MOA is based on the unique circumstances caused by the Pandemic relative to delivering blended remote and in person instruction 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.

**5. Effect of Agreement**

This MOA applies, specifically, to the staffing of blended remote and in person instructional programming during the 2020–2021 academic year.

**6. 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.

**7. Effective Date**

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

**8. Authorized Representatives**

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

**9. 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.

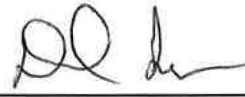
IN WITNESS WHEREOF, the Parties have executed this MOA on the dates set forth below.

**Naperville Community Unit**

**Naperville Unit Education Association**

**School Dist. 203**

By:   
Its Authorized Representative

By:   
Its Authorized Representative

Date: 8/20/20

Date: 8/26/20