

## MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** (“MOA”) is entered into this \_\_\_ day of \_\_\_\_, 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**, beginning in March 2020 and continuing through the date of this MOA, Governor JB Pritzker has continued to declare 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 District has developed a multi-stage Fall 2020 return-to-school plan (the Return to Learn Plan), which is entirely consistent with ISBE and IDPH guidance;

**WHEREAS**, the District is moving into Stage 2 of the return to school plan which includes the return of students to the physical classrooms at all grade levels;

**WHEREAS**, the ISBE and IDPH guidance, recommends use of social distancing and reducing the number and frequency of interpersonal interaction to mitigate the spread of the virus;

**WHEREAS**, reducing the number of passing/transition period between classes and limiting students to smaller, more cohesive groups are methods which will mitigate the spread of COVID-19; and

**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. **Temporary Suspension of CBA Provisions**

- a. The Parties agree that the reduction of student passing/transition periods and placing students in smaller, more cohesive groups in the District’s high schools and middle schools are necessary strategies which will aid in mitigating the spread of COVID-19 within the District.
- b. The Parties agree that certain provisions of the CBA must be temporarily suspended to effectuate the reduction of student passing/transition periods and placing students in smaller and more cohesive groups.
- c. As such, the Parties agree to temporarily suspend the terms and conditions set forth in Sections 3.2(a), 3.2(b), and 3.2(f) of the current CBA through Stages 2 and 3 of the District’s return-to-school plan. The parties further agree that the District will use block scheduling at the high schools and middle schools in lieu of the schedules based on

Sections 3.2(a), 3.2(b), and 3.2(f). Said block schedules will reflect the needs of each individual building in terms of delivering instruction within the safety objectives stated herein.

- d. The Parties further agree that the District will return to schedules based on Sections 3.2(a), 3.2(b), and 3.2(f) when the District moves into Stage 4 of the return to school plan.
- e. Nothing in this MOA should be implemented in a way to diminish the average amount of weekly planning time or increase the average amount of weekly teaching time as exists in the current CBA.
- f. Both parties agree to collaborate in the implementation, evaluation and potential modification of this MOA should it become necessary to accomplish the stated purposes.

**5. 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. The parties further specifically agree that the temporary suspension of schedules as stated herein will in no way establish a precedent or modify the status quo for purposes of future successor bargaining.

**6. Effect of Agreement**

This MOA applies, specifically, to the temporary suspension of the CBA provisions addressed in paragraph 1(c), above, and does not modify, amend, or otherwise affect any provision of the 2019–2023 CBA.

**7. 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.

**8. Effective Date**

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

**9. Authorized Representatives**

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

**10. 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**

**Naperville Unit Education Association**

By: \_\_\_\_\_  
Its Authorized Representative

By: \_\_\_\_\_  
Its Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_