# MEMORANDUM OF AGREEMENT GPS USAGE IN DISTRICT VEHICLES

This **MEMORANDUM OF AGREEMENT** ("MOA") is entered into this 19<sup>th</sup> day of May, 2025, between the **NAPERVILLE TRANSPORTATION ASSOCIATION** (the "NTA") and the **BOARD OF EDUCATION OF NAPERVILLE COMMUNITY UNIT SCHOOL DISTRICT #203** (the "Board" or "District") (collectively, the "Parties").

Whereas, the NTA and the Board are parties to a collective bargaining agreement with the current term of 2021- 2026; and

Whereas, the District has incorporated Global Positioning System (GPS) within the District's communications and dispatch system and the parties wish to address the impact of its use.

Now Therefore, the parties agree as follows:

#### Section 1

Global Positioning System (GPS) technology, and/or other electronic or technological features have the ability to fix the spatial location of a person, vehicle, or object at a given moment in time; this may include the ability to actively track a person, vehicle, or object based on changes in position over time.

### Section 2

The parties understand that the primary purpose of these features in the District will be for efficiency of day-to-day operations, resource management, and student and staff safety.

## Section 3

The District agrees that it will not use the GPS system as an employee monitoring or surveillance tool for staff evaluation. However, the District maintains the right to use GPS evidence for disciplinary purposes when the GPS evidence comes to the attention of the District in the course of its use for the purpose defined in Section 2.

#### Section 4

The District will not use the GPS system to document time worked for compensation. In the case of suspected discrepancies in time reporting, the District may use bus surveillance videos in conjunction with GPS data.

## Section 5

The Parties agree that this MOA does not constitute an amendment or revision of the CBA between the Board and the District or any other agreements between the Parties except to the extent necessary to apply this MOA including. The parties agree that the terms of this MOA are subject to the grievance procedure.

# Section 6

The terms set forth in this MOU represent all promises, agreements, conditions, and understandings between the Parties relative to the subject matter hereof, and no other promises,

agreements, or understandings, whether oral or written, expressed or implied, exist between the Parties.

## Section 7

This MOU is effective immediately upon execution by the authorized representatives of the District and the Union as set forth below and shall expire upon the expiration of the current CBA between the parties.

Naperville Transportation Association,

IEA/NE

Board of Education of Naperville Unit

Community School Distrik