

MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** ("MOA") is entered into this 21st day of January, 2025 between the **NAPERVILLE UNIT EDUCATION ASSOCIATION** (the "NUEA") and the **BOARD OF EDUCATION OF NAPERVILLE COMMUNITY UNIT SCHOOL DISTRICT 203** (the "Board" or "District") (collectively, the "Parties").

WHEREAS, The Board and the NUEA are parties to a collective bargaining agreement ("CBA") currently in effect through June 30, 2025; and

WHEREAS, the position of certified school nurse is a position covered by the CBA recognition clause; and

WHEREAS, the Parties agree that the position of certified school nurse has been difficult to fill and the District currently has a .2 vacancy in this position which it has not been able to fill; and

WHEREAS, to provide a temporary solution for filling this .2 certified school nurse vacancy for the 2024-25 school year, the Parties agree to the District subcontracting with an external provider to fill this position on a temporary basis.

NOW THEREFORE BE IT RESOLVED, the NUEA and the District agree as follows:

1. The foregoing recitals shall be considered a part of this MOA and shall be binding upon the Parties.
2. The District will engage a third-party provider to fill the current vacancy in the .2 certified school nurse position with a sub-contracted employee through no longer than June 30, 2025.
3. The District will continue to seek to fill the .2 certified school nurse position through reasonable efforts during the term of this MOA.
4. If the District is able to fill the .2 certified school nurse position at any point during the term of this MOA, the District will terminate the engagement of the third-party provider to facilitate the employment of the employee as soon as practicable.
5. The Union, upon request, will be provided with a copy of any contract between the District and a third-party provider which the District has engaged to fill the .2 certified school nurse position.
6. The Parties agree that this MOA is entered into based on the unique circumstances of needing to fill the .2 certified school nurse position and as such will not constitute a precedent for any future engagement of third-party employees to fill certified school nurse positions. In addition, this MOA will not in any way amend the CBA and the terms of this

MOA will not in any way be deemed to create a status quo for any reason in the relationship between the parties.

7. The terms of this MOA are subject to the grievance procedure contained in the CBA.
8. 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.
9. This MOA will expire on June 30, 2025, but may be extended by mutual agreement.

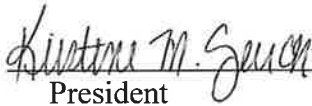
IN WITNESS WHEREOF, the NUEA and District have caused this MOA to be executed by the signatures of their authorized representatives as set forth below.

**NAPERVILLE UNIT EDUCATION
ASSOCIATION**

By: 
President

Date: 1/16/25

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

By: 
President

Date: 21 January 2025

ATTEST:

By: 
Secretary

Date: 21 January 2025