

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (the "MOA") is entered into this ____ day of March, 2020 between Oak Park and River Forest High School District 200 (the "District") and the Service Employees International Union, Local No. 73, Buildings, Grounds, Custodial, and Maintenance, Classified Personnel, and Campus Safety and Support (the "Union") (collectively, "the Parties"). The Parties voluntarily agree to enter into this MOA to address the rate at which Union members will be paid for all hours worked performing essential functions on District property, at the direction of their supervisors, during the current statewide school closure.

WITNESSETH

WHEREAS, the Union, by way of its Buildings and Grounds, Custodial and Maintenance bargaining unit, is the exclusive bargaining agent for all custodial and maintenance employees of the District, excluding the Director of Buildings and Grounds, Assistant Director of Buildings and Grounds, and Head Custodian;

WHEREAS, the Union, by way of its Classified Personnel bargaining unit, is the exclusive bargaining agent for all full-time and regularly employed part-time (CPA Members) employees in positions of secretaries, clerks, computer lab and science lab aides, help desk assistants, on-campus tutors and teaching assistants employed by the District;

WHEREAS, the Union, by way of its Campus Safety and Support bargaining unit, is the exclusive bargaining representative for all full-time and regularly employed part-time employees in positions of Campus Safety and Support Officer, and Locker Room Attendant;

WHEREAS, on March 13, 2020, Governor JB Pritzker enacted Executive Order 2020-05 whereunder all public schools in Illinois serving pre-kindergarten through 12th grade students must close for educational purposes from March 17, 2020 through March 30, 2020;

WHEREAS, Executive Order 2020-05 applies to the District such that its school(s) are closed for education purposes from March 17, 2020 through March 30, 2020;

WHEREAS, the District's spring break is scheduled to take place from March 23, 2020 through March 27, 2020; and

WHEREAS, the Parties wish to set forth the rate at which members of the Union shall be paid during the closure from March 17, 2020 through March 30, 2020, excluding the period of the District's spring break, should they be required by their supervisor to perform essential functions of their job on the property of the District.

NOW, THEREFORE, the Parties agree to the following terms:

1. Payment for Work Performed During School Closure

The Parties agree that, a member of the Union shall be paid at one and one-half (1 ½) times his/her regular rate for pay for all hours worked during the period from March 17, 2020 through March 20, 2020, or on March 30, 2020, when said member of the Union is required by his/her supervisor to perform essential functions of his/her job on the property of the District.

2. Non-Precedential Agreement

The Union and the District agree that this MOA is based on the unique circumstances relating to the statewide school closure arising from Executive Order 2020-05, is entirely non-precedential, and will not constitute binding precedent for the District or the Union 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 period during the statewide school closure arising from Executive Order 2020-05, excluding the District's scheduled spring break, and does not modify, amend, or otherwise affect any provision of the parties' CBA.

4. Entire Agreement

This MOA sets forth all the promises agreements, conditions, and understandings between the parties relative to the subject matter hereof and there are not promises, agreements, or undertakings, either oral or written, expressed or implied between them other than as herein set forth.

5. Effective Date

This MOA is effective immediately upon execution.

6. 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 Union and The District have caused this Agreement to be executed by the signatures of their authorized representatives as set forth below.

**Service Employees International Union
Local No. 73, Buildings and Grounds**

By: 

Date: 03/17/20

**Oak Park and River Forest High School
District 200**

By: 
President, Board of Education

Date: 03/19/2020

**Service Employees International Union
Local No. 73, Classified Personnel**

By: 

Date: 3-17-2020

**Service Employees International Union
Local No. 73, Campus Safety and Support**

By: 

Date: 3-17-2020