

Memorandum of Agreement

Between

Oak Park and River Forest High School District 200 and

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

This Memorandum of Agreement (MOA) serves to memorialize that, due to the disruptive nature of the COVID-19 pandemic, including, but not limited to the necessity for remote instruction through the first semester of 2020, Oak Park and River Forest High School District 200 (the “District”) and the Service Employees International Union, Local No.73, Campus Safety and Support (the “Union”) (collectively, the “Parties”) have agreed that the need for certain education support staff including the Campus Safety and Support employees has been temporarily impacted.

The parties agree as follows:

1. The District will not engage in the honorable dismissal of bargaining unit employees in accordance with 105 ILCS 5/10-23.5 (also known as reductions in force in accordance with parties current collective bargaining agreement (CBA)) for the period of time that the District provides instruction on a fully remote basis during the first semester 2020. In lieu of such permanent reductions in force, the Union agrees that three full-time and nine part-time bargaining unit employees will be temporarily furloughed for the period of time that the District provides instruction on a fully remote basis during the first semester 2020. The following employees will be furloughed:

Corner, Jean (full time)

Luckett, Tracie (full time)

May, Heidie (full time)

Celis, Jessica (part time)

Cooper, Millison (part time)

Garcia, Diana (part time)

Goodman, Michael (part time)

Kliman, Christopher (part time)

Montoro, Patricia (part time)

Murillo, Carlos (part time)

Pitlik, Veronica (part time)

Sanchez, Manuela (part time)

2. The employees subject to furlough will remain in an unpaid employed status with the District during the furlough period. The full-time employees subject to furlough who are currently enrolled in any District-provided benefits shall be permitted to continue such benefits during the furlough period on the same terms and basis that exist immediately before the furlough.
3. The effective date of the furloughs will be September 28, 2020 for full-time employees and October 19, 2020 for part-time employees. The parties agree that notices of the furloughs will be issued to the individual employees based on the execution of this MOA and that the issuance of such notices will satisfy any and all obligations on the District under the Illinois School Code.
4. In addition, in lieu of a permanent reduction in force for the period of time that the District provides instruction on a fully remote basis during the first semester 2020, the District will offer a retirement incentive of \$10,000 to be paid 90 days after the employee's final day of employment to bargaining unit members who are currently eligible to retire under Article XIX of the CBA provided they retire no later than December 31, 2020. The retirement incentive will not replace any other retirement benefits specified in the CBA. All eligible employees who wish to take advantage of this incentive shall submit a written notice of retirement upon approval of this MOA for the effective date no later than December 31, 2020.
5. The Union and the District agree that this Agreement is based on the unique circumstances relating to COVID-19, 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 collective bargaining agreement (CBA), practices, procedures or policies.
6. This MOA applies specifically to the period of remote instruction during the first semester 2020, will expire when the return to in-person instruction becomes possible, and does not modify, amend, or otherwise affect any provision of the parties' CBA.
7. 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 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. The District and Union respectively represent that the person signing this MOA is duly authorized to do so on its behalf.

9. 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.

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

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

By: _____

By: _____

Date: _____

Date: _____