

MEMORANDUM OF AGREEMENT
REGARDING UNIFORM APPLICATION OF THE FAMILY AND MEDICAL LEAVE ACT
(FMLA)

This **MEMORANDUM OF AGREEMENT** ("MOA") is entered into this 17th date of February, 2026 by and between the **BOARD OF EDUCATION OF NAPERVILLE COMMUNITY UNIT SCHOOL DISTRICT 203** ("District") and the following bargaining units within Illinois Education Association Region 39: the **NAPERVILLE TRANSPORTATION ASSOCIATION (NTA)**, the **NAPERVILLE UNIT MAINTENANCE ASSOCIATION (NUMA)**, the **NAPERVILLE UNIT EDUCATION ASSOCIATION (NUEA)**, and the **NAPERVILLE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION (NESPA)** (collectively, the "Associations").

WHEREAS, The District and the Associations are parties to separate Collective Bargaining Agreements ("CBAs") that contain provisions addressing or referencing the Family and Medical Leave Act ("FMLA");

WHEREAS, The CBAs contain differing language regarding the calculation of the twelve (12) month FMLA eligibility period, including references to anniversary-based calculations, rolling periods, or general conformance with the FMLA;

WHEREAS, Federal FMLA regulations require that an employer select a single method for calculating the twelve (12) month period and apply that method uniformly to all employees;¹

WHEREAS, The District has adopted, through Board policy and administrative practice, the rolling twelve (12) month period measured backward from the date an employee uses FMLA leave as its FMLA calculation method;

WHEREAS, The District and the Associations acknowledge that this method has been consistently applied across all bargaining units as a matter of past practice, notwithstanding differences in contractual language; and

WHEREAS, The parties desire to memorialize this practice, ensure continued compliance with federal law, and eliminate ambiguity by formally aligning all CBAs with the District's uniformly applied FMLA calculation method.

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

1. Uniform FMLA Measurement Method

Effective upon execution of this MOA, the District shall continue to calculate FMLA eligibility and remaining entitlement for all employees using a rolling twelve (12) month period measured backward from the date an employee uses FMLA leave. Under this method, available FMLA leave is determined by reviewing the amount of FMLA leave used during the twelve (12) months immediately preceding the date of the requested or taken leave.

2. Conformance With Federal Law

This MOA is intended to ensure compliance with applicable FMLA statutes and regulations requiring that a single twelve (12) month calculation method be applied consistently and uniformly to all employees.

3. Effect on Existing CBA Language

The parties acknowledge that current FMLA-related language in the CBAs for NTA, NUMA, NUEA, and NESPA differs in wording and structure. To the extent that any CBA provision describes or implies a twelve (12) month FMLA calculation method that differs from the rolling twelve (12) month period measured backward, this MOA shall govern and amend those provisions accordingly. All CBAs shall be deemed modified to reflect the uniform FMLA calculation method set forth in this MOA.

4. Clarification of Practice

This MOA is intended to clarify and formally document the method by which FMLA has been consistently administered and shall not be interpreted as creating a new benefit.

5. Term and Enforceability

This MOA shall remain in effect unless modified by mutual written agreement of the parties or superseded by changes in applicable law. The terms of this MOA shall be enforceable as part of each bargaining unit's Collective Bargaining Agreement.

6. Limited Scope

This MOA applies solely to the calculation and administration of FMLA leave and shall not be cited as precedent for the interpretation of any other contractual provision unless expressly agreed to in writing.

7. Entire Understanding

The terms set forth in this MOU represent all promises, agreements, conditions, and understandings between the Associations and District relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist.

8. Effective Date

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

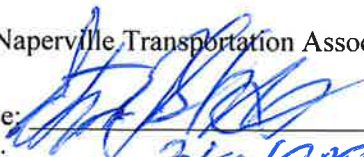
IN WITNESS WHEREOF, the Associations and District have caused this MOA to be executed by the signatures of their authorized representatives as set forth below.

SIGNATURES

For Naperville Transportation Association (NTA):

Name: _____

Date: _____


2/10/2026

For Naperville Community Unit School District 203:

Name: _____

Date: _____


17 February 2026

For Naperville Unit Maintenance Association (NUMA):

Name: Nicole Lueaver

Date: 2/5/2026

For Naperville Unit Education Association (NUEA):

Name: R. B.

Date: 2/3/26

For Naperville Educational Support Personnel Association (NESPA):

Name: Sharon Kierolento

Date: 2/10/26

¹ 29 C.F.R. § 825.200(d)(1): "Employers will be allowed to choose any one of the alternatives . . . provided that the alternative chosen is applied uniformly and consistently to all employees."

