

## MEMORANDUM OF UNDERSTANDING

2021-\_\_

### Fitness Center

Community College District 513 (the College) and the American Federation of Teachers Local 1810 (the Federation) agree to the terms set forth in this document.

The parties agree that upon the execution of this Memorandum of Understanding (MOU), the College Fitness Center may be used by any and all parties, subject to any applicable provisions of the Board Policy Manual and any rules now or hereafter established by the College Administration.

The Parties agree to file a joint Unit Clarification Petition with the Illinois Educational Labor Relations Board in order to clarify that neither the position of Fitness Center Director nor any other position relating to the operation of the College Fitness Center are to be considered member positions within the Federation bargaining unit. The Parties further agree to execute any and all other necessary documentation in furtherance of the success of the Unit Clarification Petition.

The Federation, on behalf of itself and its members, hereby releases, discharges and forever frees the College and its Trustees, officers, agents, administrators, employees, insurers, successors and assigns, and each and every one of them (hereinafter collectively the "College"), from any and all claims, debts, dues, demands, liens, obligations, fees (including attorneys' fees), actions or causes of action, of every kind or nature, at law or in equity, both in court or with an administrative body, which the Federation may now have or claim to have, whether known or unknown, anticipated or unanticipated, against the College, by reason of any act done or omitted to be done connected with the Fitness Center or its past or present use or future scope of use by invitees of the College, except that as may relate to the enforcement of this MOU. This release specifically includes, but is not limited to, a waiver of rights or claims which may be brought before a court, arbitrator, or administrative body arising under the existing and future collective bargaining agreements between the College and the Federation, the *Illinois Community College Act*, the *Illinois Educational Labor Relations Act (including the filing of any Unfair Labor Practice pursuant thereto)*, and any other federal, state or local statute, law, ordinance, regulation, order or Employer policy.

The parties acknowledge and agree that the intent of this MOU may be undermined by any expressions of defamatory utterances of any kind by any party or member of any party hereto (hereinafter collectively "any party"). Failure of any party to comply with this provision shall constitute a breach of this MOU by the non-complying party. In the event of such a breach, any party remaining in compliance with this MOU may, at their sole discretion, pursue any available remedies at law or equity.

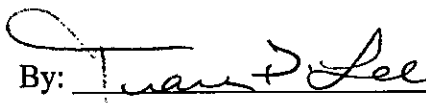
The Parties acknowledge that the terms of this MOU are based on the unique facts and circumstances set forth in this MOU. The Parties acknowledge that the arrangements set forth herein shall be non-precedential, and in no way can be construed to require either party to make the same, similar or other adjustment in future documents.

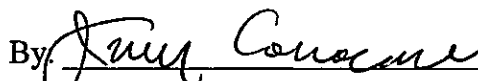
The Parties acknowledge that this MOU contains the entire agreement of the parties, and there are no promises, agreements or undertakings, oral or written, expressed or implied, between them other than as set forth herein. Any and all prior understandings or agreements inconsistent with the terms set forth herein are superseded by the terms of this MOU.

The Parties acknowledge that by agreeing to this MOU: (a) there is no need to re-open the current Collective Bargaining Agreement between the Parties.

AMERICAN FEDERATION OF  
TEACHERS LOCAL 1810

PRESIDENT  
COMMUNITY COLLEGE DISTRICT 513

By:   
Date: 11/18/2021

By:   
Date: 11/18/2021