

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 between the Oak Park Teachers' Association, IEA-NEA (the "OPTA") and the Board of Education of Oak Park Elementary School District No. 97 (the "Board" or the "District") (collectively, the "Parties").

### **WITNESSETH**

**WHEREAS**, the Parties are governed by the 2014-2015 through 2017-2018 Collective Bargaining Agreement between the Board of Education of Oak Park District No. 97 and the Oak Park Teachers' Association, IEA-NEA (the "CBA");

**WHEREAS**, Article XVII ("Leaves") of the CBA contains language governing a teacher's ability to use sick leave in conjunction with leave pursuant to the Family and Medical Leave Act (the "FMLA");

**WHEREAS**, contrary to the language in Article XVII of the CBA, teachers have been allowed to use available sick leave for the unpaid portion of their FMLA leave without substantiation by a physician;

**WHEREAS**, the Parties have reviewed the language in Article XVII of the CBA and have begun implementing the language as written;

**WHEREAS**, there are five (5) teachers who met with the District's Human Resources Department prior to the Parties' review of the language in Article XVII of the CBA who were incorrectly advised that available sick leave could be used for the unpaid portion of their FMLA leave without substantiation by a physician; and

**WHEREAS**, the Parties have agreed to allow these five (5) teachers to use their available sick leave for the unpaid portion of their FMLA leave without substantiation by a physician notwithstanding its noncompliance with the language in Article XVII of the CBA.

**NOW, THEREFORE**, the District and the OPTA agree as follows:

**1. Teachers Permitted to Use Available Sick Leave for the Unpaid Portion of their FMLA Leave Without Substantiation by a Physician**

The following five (5) teachers met with the District's Human Resources Department prior to the Parties' review of the language in Article XVII of the CBA: Sheila Schrems, Malachy Boyle, Molly Bruno, Linda Chrystall, and Cristina Highland. These five (5) teachers may use available sick leave for the unpaid portion of their FMLA leave without substantiation by a physician. After these teachers have exhausted their FMLA leave, they may only use sick leave time in accordance with the CBA language as written. The parties agree that no other teachers shall be permitted to use available sick leave during the unpaid portion of their FMLA leave without substantiation by a physician, as required by Article XVII of the CBA.

**2. Non-Precedential Agreement**

The Parties acknowledge and agree that this MOU is entirely non-precedential and will not constitute binding precedent for the District or the OPTA regarding the use of sick leave during any subsequent teacher FMLA leaves.

**3. Effect of Agreement**

The Parties acknowledge and agree that this MOU does not revise, amend, or modify any provisions set forth in the 2014-2015 through 2017-2018 CBA.

**4. Entire Understanding**

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

**5. Effective Date**

This MOU is effective immediately upon execution by the authorized representatives of the Board and the OPTA as set forth below and until the termination of the 2014-2015 through 2017-2018 CBA.

This Memorandum of Understanding is authorized by the respective signatures of the parties' authorized representatives as set forth below.

**OAK PARK TEACHERS'  
ASSOCIATION, IEA-NEA**

**BOARD OF EDUCATION OF  
OAK PARK ELEMENTARY  
SCHOOL DISTRICT NO. 97**

By: \_\_\_\_\_  
President, OPTA

By: \_\_\_\_\_  
Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_