

## MEMORANDUM OF UNDERSTANDING

### COVID-19 LEAVE DAYS

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 26<sup>th</sup> day of October, 2021, by and between the Board of Education of Oak Park School District 97 (the "District" or "Board") and the Service Employees International Union, Local No. 73 ("SEIU") to confirm the terms of the Parties' mutual agreement related to additional paid leave benefits for vaccinated employees or unvaccinated employees with an approved medical or religious exemption who test positive for COVID-19.

In an effort to support employees during the continued COVID-19 pandemic, the District and the Association agree to the following:

**COVID-19 Leave Days:** The District shall grant "COVID-19 Leave Days" to employees in accordance with the following terms:

1. Definition

A "COVID-19 Leave Day" is defined as:

- a. **COVID-19 Leave Day:** An excused absence with pay for any vaccinated employee or an unvaccinated employee who has been approved for a medical or religious exemption from vaccination and is unable to work due to their positive test for COVID-19 effective August 23, 2021 through December 20, 2021.

2. Eligibility

Employees are eligible for COVID-19 Leave Days if they meet the following criteria:

a. **Proof of Vaccination:**

Provide proof to the Human Resources Office of their full vaccination status or confirmation of District approval of their request for a medical or religious exemption. "Full vaccination status" shall mean that 14 calendar days have elapsed after the employee received all necessary doses of a COVID-19 vaccine (two doses for Moderna and Pfizer and one dose for Johnson & Johnson). COVID-19 Leave Days are NOT available to any employee who is not fully vaccinated unless they have been approved for a medical or religious exemption. Sick leave or unpaid leave days are available to all employees for COVID-19 related reasons.

b. **Positive COVID-19 Test Result:**

Provide a written diagnostic result from an RT-PCR COVID-19 test demonstrating that the employee tested positive for COVID-19.

### 3. Terms and Conditions

- a. Each employee may access up to a maximum of ten (10) COVID-19 Leave Days during the term of this MOU provided, however, that upon written request by the eligible employee, the Superintendent can allow additional COVID-19 Leave Days in their discretion based upon extenuating circumstances. The Superintendent's approval of additional COVID-19 Leave Days shall be non-precedential and not binding in other situations. COVID-19 Leave Days may be used for more than one positive diagnostic test result if the total number of COVID-19 Leave days does not exceed the 10-day maximum.
- b. After the District verifies an employee's eligibility to access COVID-19 Leave Days and approves an employee to use these days, the employee must:
  - i. Work remotely without use of COVID-19 Leave Days if remote work is available and the employee is asymptomatic or otherwise able to perform their job duties.
  - ii. Fully comply with any quarantine requirements of the Oak Park Public Health Department prior to returning to work on-site. This provision does not preclude or limit the employee from performing remote teaching or work if they can continue to perform their assigned duties remotely after a positive test result.
  - iii. Provide the District with a written medical release certifying their ability to safely return to work on-site.
- c. The District will grant COVID-19 Leave Days only to those employees who meet the eligibility criteria and satisfy the terms and conditions set forth in sections 2 and 3 of this MOU. COVID-19 Leave Days are not considered sick leave days, are not added to an employee's accumulated sick leave days, and any unused COVID-19 sick leave days are not reportable to the Illinois Teachers' Retirement System (TRS) for additional TRS retirement service credit.

#### **Failure to Comply with MOU**

An employee's failure to comply with any of the provisions of this Memorandum of Understanding shall result in the employee being disciplined in accordance with the Collective Bargaining Agreement.

#### **Non-Precedential Effect**

This MOU is non-precedential and not binding or enforceable after December 31, 2021, unless extended by mutual agreement of the Parties.

**Option for Extension/Modification**

The Parties agree that the Superintendent/Designee and representatives of the SEIU will meet in December 2021 to decide whether to extend, modify, or terminate this MOU after December 31, 2021.

**Effect of Agreement**

This MOU shall not modify, amend, or supersede the terms or conditions set forth in any of the Parties' collective bargaining agreements.

This MOU is agreed to and authorized by the signatures of the Parties' representatives as set forth below.

**BOARD OF EDUCATION OF OAK PARK  
SCHOOL DISTRICT 97**

Dated: \_\_\_\_\_, 2021

By: \_\_\_\_\_  
President

Dated: \_\_\_\_\_, 2021

Attest: \_\_\_\_\_  
Secretary

**SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL NO. 73**

Dated: oct 18, 2021

By: James J. Crowley  
Union Steward