

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “MOU”), is made and entered into this ____ day of March, 2022, by and between the Oregon Education Association, IEA/NEA, Oregon Educational Support Personnel Association, IEA/NEA, (the “Associations”) and the Board of Oregon Community School District No. 220 (the “Board”) (together the “Parties”), concerning staff who have used their sick leave days or will be restricted from being on Board property due to Board or State issued guidance, mandates, or rules related to COVID-19 Coronavirus (“COVID-19”);

WHEREAS, the Board and the Oregon Educational Support Personnel Association, IEA/NEA, are parties to the 2022-2026 Collective Bargaining Agreement;

WHEREAS, the Board and the Oregon Education Association, IEA/NEA, were parties to the 2021-2023 Collective Bargaining Agreement;

WHEREAS, In the Spring of 2020, the Governor of Illinois issued a disaster proclamation due to a public health emergency pursuant to Section 7 of the Illinois Emergency Management Agency Act as it pertained to the spread of COVID-19 resulting in the closure of schools and additional precautions being taken throughout the State;

WHEREAS, the Board has issued and followed State guidance, mandates, and rules related to COVID-19 that restricted employees from being on the Board’s property;

WHEREAS, many employees have used their sick leave days or will be restricted from being on the Board’s property during the 2021-2022 school year because of the guidance, mandates or rules related to COVID-19 (“Restrictions”); and

WHEREAS, the Board and the Associations are mutually desirous to restore the sick leave days used by employees, including members of the Associations, during the 2021-2022 school term due to the Restrictions and replace such sick leave days with “Paid Administrative Leave Day(s)” or “Paid Administrative Leave”. Additionally, the parties mutually desire to provide Paid Administrative Leave to all employees, including members of the Associations, due to future Restrictions up to and through the end of the 2021-2022 school term.

NOW THEREFORE, For, and in consideration of, the mutual covenants herein contained, the receipt of and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Paid Administrative Leave Days:** For the 2021-2022 school year only, an eligible employee, as further defined in this MOU, shall be allowed to take a Paid Administrative Leave day as long as such day taken meets the eligibility requirements of this MOU. The Paid Administrative Leave days will be paid at the employee’s regular rate of pay and shall not diminish any other leave or benefits the employee has pursuant to his/her respective Collective Bargaining Agreement. The parties acknowledge that an eligible employee’s day of absence shall be considered as either a Paid Administrative Leave day or a sick leave day for the reasons set forth in this MOU, **but not both**. The employee may not accrue Paid Administrative Leave Days. Further, sick leave days already used by an eligible employee during the 2021-2022 school year

shall be restored and replaced with Paid Administrative Leave Days provided the sick leave days meet the eligibility requirements set forth in this MOU. Notwithstanding anything to the contrary, whether it be law, contract or otherwise, no day of absence may be paid more than once and no employee may receive more than 100% of his/her regular pay for any day. Finally, nothing herein shall interrupt the application of the *Family and Medical Leave Act*.

2. **Eligibility:** The Paid Administrative Leave Days referenced in this MOU will be available to any employee, regardless of vaccination status, who:

- A. Used his/her sick leave days during the 2021-2022 school year in order to comply with Restrictions;
- B. Will, during the 2021-2022 school year, be restricted from the Board's property because of Restrictions;
- C. During the 2021-2022 school year only, needs to care for his/her child if the child is unable to attend elementary or secondary school because the child is required to be isolated or quarantined from others because the child has: (1) a confirmed positive COVID-19 diagnosis via a molecular amplification diagnostic test, such as a polymerase chain reaction ("PCR") test for COVID-19; (2) a probable COVID-19 diagnosis via an antigen diagnostic test; or (3) been in close contact with a person who has a confirmed case of COVID-19. If another individual is available to care for the child, the District may refuse to allow a Paid Administrative Leave Day. If both parents of a single child are employees of the Board, only one parent will be eligible to use Paid Administrative Leave Days for such reason.

3. **Procedures:** In order to have sick leave days restored and replaced with Paid Administrative Leave Days, and in order to access Paid Administrative Leave Days under this MOU, employees must provide all documentation, including quarantine notices, medical notes, positive COVID-19 test results, and/or anything else requested by the Board. The Board, in its sole discretion, may deny the use of Paid Administrative Leave Days. The Board reserves the right, at its sole discretion, to direct an employee to work remotely, where able, rather than be paid for a Paid Administrative Leave Day.

4. This MOU shall not be used as precedent or cited as past practice by either the District, its administration, or the Associations in any proceeding, negotiation, or in any other context whatsoever, except to enforce the terms of this MOU.

5. This MOU will not be binding or enforceable in any school year other than the 2021-2022 school year.

6. Should any provision of the MOU be declared illegal by a court of competent jurisdiction, said provision will be deleted from this MOU to the extent it violates the law and the remaining provisions in this MOU will remain in full force and effect.

7. This MOU contains the entire agreement between the District and the Associations regarding the subject matters hereof. There are no understandings, agreements, terms, or provisions outside of those stated in this MOU.

8. This MOU shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, this Memorandum of Understanding is agreed to and authorized by the signatures of the Parties' representatives as set forth below.

Oregon Education Association, IEA/NEA

Association President

Date

Oregon Education Support Personnel Association, IEA/NEA

Association President

Date

Board of Education of Oregon
Community School District No. 220

Board President

Date