

**Memorandum of Understanding
between
Pennoyer Elementary School District 79
and the
Pennoyer Education Association, IEA/NEA
Regarding COVID-19-Related Sickness**

The District and the Association, respectively, wish to support full-time staff members during the COVID-19 pandemic. To that end, the parties agree to the following:


1. During the 2021–2022 school year, an employee who tests positive for COVID-19 is eligible for a one-time paid administrative leave of up to three (3) working days total at his/her base salary upon exhaustion of the his/her accumulated sick leave with the School District for each workday the employee cannot work remotely (ability to work remotely will be determined with supervisor).

The paid administrative leave does not represent sick or personal leave and does not accumulate or carry over to another year if not used. Documentation substantiating the qualifying condition must be provided upon request.

2. In order to be eligible for the three (3) working days of paid administrative leave the employee must not engage in any voluntary travel or activities which do not comply with federal and state guidelines regarding recommended methods of mitigating the spread of COVID-19. This includes, but is not limited to, failing to isolate/quarantine per a Federal, State or local quarantine or isolation order or recommendation or advice of a health care provider.
3. The employee must satisfy all current CDC and IDPH requirements for safely returning to work following a COVID-19 infection (e.g. symptom-free and no longer considered contagious) before being allowed to return to work. Return date to work will be made in consultation with the District 79 nurse.
4. Should the employee receive workers compensation payments for the same period of time as the paid leave of absence, the employee shall be required to remit those payments to the District.
5. The employee's failure to comply with any of the terms or conditions set forth in this Memorandum of Understanding may result in:

- a. Immediate discontinuation of the paid administrative leave;
 - b. Docking the employee's accumulated sick days for any paid administrative leave day previously used; and/or
 - c. Discipline up to and including termination per the terms of the Collective Bargaining Agreement.
6. This Memorandum of Understanding is non-precedential and will not be binding or enforceable in any school years other than the 2021-2022 school year, but is retroactive to the first workday of the 2021-2022 school year.
7. This Memorandum of Understanding shall not apply if House Bill 2778, which grants COVID-19 administrative leave to school district employees, becomes law.
8. This Memorandum of Understanding shall not modify, amend, or supersede the terms or conditions set forth in the current Collective Bargaining Agreement, except as expressly provided herein.
9. This Memorandum of Understanding is agreed to and authorized by the signatures of the parties' representatives as set forth below.


PENNOYER EDUCATION
ASSOCIATION, IEA/NEA



President

1-20-2022
Date

BOARD OF EDUCATION OF
PENNOYER SCHOOL DISTRICT 79,
COOK COUNTY, ILLINOIS



President

1-19-2022
Date