

**FRAMEWORK FOR MEMORANDUM OF AGREEMENT RELATING TO
RESUMPTION OF IN-PERSON INSTRUCTION**

The following framework for the resumption of in-person instruction shall be submitted by the Union to its membership for ratification. If ratified, it shall become a binding agreement between the Chicago Board of Education and the Chicago Teachers Union.

This Agreement will be in effect through August 24, 2021. If the City of Chicago has not reached Phase 5 of the Illinois Reopening plan by that date, the parties will meet and confer, with the use of a mediator, on appropriate modifications to this Agreement.

1) Health & Safety Protocols in CPS Facilities. [TA'd 1/30/2021] The Board shall implement the following protocols/mandates/practices in all CPS facilities.

- (a) Health Screening and Temperature Check. No person will be permitted to enter a CPS facility (with the exception of regular deliveries where the individual is onsite for no more than 10 minutes) until and unless they have undergone a health screening questionnaire to assess risk and a temperature check. With the exception of nurses, no CTU bargaining unit member shall be required to administer health screenings, temperature checks, or COVID-19 tests.
- (b) Hand Sanitizer. Every CPS facility in which bargaining unit employees are working must be supplied with hand sanitizer sufficient for employees, students and staff to use liberally while in the building.
- (c) Disinfecting wipes. The Board must provide disinfecting wipes in classrooms, offices, and all places where bargaining unit employees work.
- (d) Sneeze Guards. School Clerks, School Clerk Assistants, and all CTU bargaining unit employees who interact with building visitors shall have sneeze guards at their workspace and locations where they regularly interact with building visitors.
- (e) Face Coverings and PPE.
 - All persons entering a CPS facility are required to wear a face mask properly covering their mouth and nose at all times.
 - The Board will make three cloth face coverings available to all staff.
 - The Board will make the following PPE available to Related Service Providers and others as appropriate. Staff will receive replacements as appropriate and training on proper usage:
 - (1) Face Coverings
 - (a) N-95 Masks are not typically required to work closely with students. Nurses and audiologists, and other RSPs if

recommended by public health officials, will be provided N95-level of protection. Nurses must wear this level of protection when assessing students who are ill or providing direct care that may result in aerosolization of bodily fluids, such as suctioning. Audiologists will wear this level protection when working with students in enclosed spaces per national recommendations.

(b) Cloth Face Coverings

(c) Three-ply Surgical Masks.

(d) Face Shields.

(2) Gloves where medically appropriate

(3) Gowns where medically appropriate

(f) Cleaning and disinfecting. The Board has implemented and shall maintain enhanced cleaning protocols and shall provide notice to all bargaining unit members of cleaning schedules. The Board shall follow the CPS Cleaning and Disinfection Guidance for Chicago Public Schools Primary and Secondary Schools for COVID-19, as sent to the Union on January 22, 2021. Concerns regarding compliance with cleaning protocols should initially be raised to the building level safety committee.

(g) Social distancing. CPS shall develop instructions for teachers and principals, in consultation with the union and consistent with ISBE/IDPH and CDC requirements, concerning classroom set-up and practices to maintain social distancing, including ensuring 6-foot physical distance from other persons as much as possible. Classrooms and other school facilities and spaces that cannot accommodate these requirements shall not be used.

(h) Workspace. Bargaining unit members, including clinicians and nurses, shall work from workspaces that meet therapeutic, instructional, and safety needs.

2) Ventilation [TA'd 1/30/2021]

(a) An independent state certified environmental specialist has tested every school's indoor air quality prior to the return of students to ensure it meets the American Society of Heating, Refrigerating and Air-Conditioning Engineers' COVID-19 guidelines for school buildings (Standard 55 and 62.1). CPS shall maintain these standards when CPS students and/or staff are present in buildings. Classrooms and workspaces that do not meet these standards shall not be used.

(b) Mechanical ventilation assessments have been conducted at every school.

- (c) The Board has installed and will maintain HEPA Air Purifiers in all school offices and other staff spaces that lack mechanical ventilation, and in all classrooms in use with students present.
- (d) CPS will provide portable indoor air quality monitors in each building for use as a screening device to assess indoor air quality. If concerns are reported, the Department of Facilities will conduct an additional assessment of the air quality to determine if corrective action is required.
- (e) Indoor air quality monitoring will be used as the method for verification of adequate ventilation.
- (f) Dr. Mills, PhD, CIH, will provide computational modeling for recommended placement of air purifiers and will assist in developing guidance for staff relating to placement and use of air purifiers. The Board agrees that it will consider Dr. Mills' modeling in determining placement of air purifiers. If the parties are not in agreement on appropriate placement, the issue may be presented to the District level safety committee.

3) COVID-19 Testing. [TA'd 2/1/2021] The Board shall implement a multi-pronged testing plan according to the following framework:

- (a) Symptomatic and Quarantine Testing: Applies to students and staff who are symptomatic or are close contacts of confirmed COVID cases. CPS will work closely with CDPH to inform families of testing locations in their neighborhoods for family members of CPS students and staff who are symptomatic or are close contacts of confirmed COVID cases.
 - Under CPS' health screening protocols, individuals are not permitted in the building who are:
 - (1) Symptomatic
 - (a) Until they have completed their isolation period. Negative testing is not required for return after testing positive.
 - (2) Determined closed contacts of COVID case
 - (a) Until they have completed the required quarantine, as outlined by CDPH for school.
 - Symptomatic and quarantined individuals are referred to their healthcare provider, a City of Chicago testing site, or another testing site to receive a COVID test.
- (b) Surveillance Testing for Prevalence: Applies to in-person, school-based staff districtwide.
 - The objective of this surveillance testing is to establish a statistically powerful estimate of the prevalence of COVID in school staff on a weekly basis. Surveillance testing will be used to track prevalence of COVID in school staff relative to the City overall, as well as trends over time.

- Surveillance testing will be performed by testing teams, staffed in part by CPS nurses who volunteer for the assignment. No CPS nurses shall be compelled to participate as testers. All appropriate PPE, training, and equipment will be provided.
 - Each week, CPS will offer tests to 100% of the in-person employee population at each school identified in subsection (c) unless CPS has a demonstrated lack of capacity to do so, and 50% of the in-person employee population at all other schools.
 - CPS will notify the Union and the public about the number of tests administered each week and the number of positive test results, broken down by school.
- (c) Student Testing: The week in-person learning resumes, CPS will conduct a surveillance testing program of students in (a) schools within the ten Chicago zip codes with the highest numbers of daily average COVID-19 cases, according to the CDPH COVID-19 Dashboard, and (b) high school cluster programs. The program will test 25% of eligible students each week, provided all required parental/guardian consent has been obtained. The high-prevalence zip codes will be updated at least monthly to account for changes in daily average COVID-19 cases over time.
- (d) CPS will offer COVID-19 testing to all staff before or upon return to in-person learning at the schools identified in subsection (c) above and for all students age 10 and above upon return to in-person learning at schools identified in subsection (c) above. If CPS obtains reliable and commercially available tests, it will also offer tests to students under age 10.

Students and staff will be offered COVID-19 testing before returning to in-person learning following a 14-day operational pause as referenced in MOA Section 5.

4) Contact Tracing [TA'd 1/30/2021]

The case investigation process includes working with a person who has been diagnosed with COVID-19 to discuss their test result or diagnosis, assess their symptom history and health status, provide instructions and support for self-isolation and symptom monitoring, and determine close contacts. The contact tracing process includes notifying contacts of their potential exposure to SARS-CoV-2, providing information about the virus, and discussing their symptom history and other relevant health information. The Board and the Union shall collaborate to determine and address barriers to timely notification to all CPS students and staff who come in contact with a person who has been diagnosed with COVID-19.

CPS has hired and will maintain sufficient dedicated staff to timely complete the case investigation process for positive COVID-19 cases involving CPS students or staff, as

well as starting the contact tracing process by providing notification to close contacts. CPS works in coordination with CDPH to ensure that those identified as close contacts are connected to city resources such as monitoring and testing, and follow-up calls related to contact tracing will occur through CDPH's process.

5) Public Health Metrics for Resumption of In-person Instruction and Operational Pauses

(a) School Re-opening for In-Person Instruction

CPS will re-open for in-person instruction in accordance with the published guidance of the Chicago Department of Public Health on PreK-12 Management of COVID-19 Cases in Schools, reflected in CDPH Interim Guidance on Management of COVID-19 Cases in PreK-12 Schools.

(b) Classroom Operational Pause

CPS will pause in-person instruction in a classroom (pod) when there has been one or more documented positive COVID-19 cases present at school during their contagious period.

When it occurs, a pause to in-person instruction will last a period of 14 days from the date of the last exposure to the confirmed positive case during their contagious period, or through the end of an isolation or quarantine period as directed by CDPH or IDPH guidance. In-person instruction will resume in the classroom (pod) on the 15th day after that determination unless the Chicago Department of Public Health recommends extending the pause time.

Additional school staff or students will be quarantined if determined through contact tracing to be a close contact of the confirmed positive case.

(c) School Operational Pause

The Illinois Department of Public Health defines a school outbreak as five or more COVID-19 cases who may have a shared exposure on school grounds and are from different households.

CPS will implement an operational pause when three or more confirmed positive cases are identified at a school within a 14-day period. The following actions will be taken based on the epidemiological link between the cases, as identified through contact tracing.

<u>Situation</u>	<u>Interim/Temporary Action During Contact Tracing</u>	<u>Operational Action After Contact Tracing</u>
Three or more cases in one or two classrooms.	Operational pause of the affected classrooms	Affected classrooms paused for 14 days; additional close contacts

	beginning next school day	quarantined for 14 days
Three or more cases in three different classrooms, where the cases are linked by common activity (e.g. staff lunchroom)	Operational pause of the affected classrooms beginning next school day	Affected classrooms paused for 14 days; additional close contacts quarantined for 14 days
Three or more cases in three different classrooms, where the cases are linked by known non-school circumstances	Operational pause to affected classrooms beginning next school day	Affected classrooms paused for 14 days; additional close contacts quarantined for 14 days
Three or more cases in three different classrooms, without known link to school or non-school circumstances	Operational pause of the school beginning next school day; transition to remote learning	<p>If cases are traced to identified exposures from in-school or non-school circumstances:</p> <ul style="list-style-type: none"> Affected classrooms paused for 14 days; additional close contacts quarantined for 14 days <p>If cases cannot be linked and in-school transmission cannot be ruled out:</p> <ul style="list-style-type: none"> Operational pause to school for 14 days; transition to remote learning. School reopens in-person on 15th day after exposure.

Acknowledging that science in this area is evolving, these protocols will remain in effect through August 24, 2021, or until CDPH/IDPH/ISBE determines that a change in the protocol is warranted. Any changes to these protocols shall be made only by mutual agreement between the Board and the Union.

(d) District Operational Pause

Following the resumption of in-person learning under this agreement, CPS shall pause in-person learning for 14 days and transition fully to remote instruction citywide if the COVID-19 test positivity rate (7 day rolling average) in the City of Chicago meets the following criteria:

- 1) Rate increases for 7 consecutive days:
- 2) Rate for each of the 7 consecutive days is at least 15% higher than the rate one week prior; and

3) Rate on the 7th day is 10% or greater.

CPS shall resume in-person learning when the 14-day pause expires, or when the criteria for pausing in-person learning are no longer met, whichever is later.

~~The district will undergo an operational pause if either of the following occurs:~~

~~1. If the rolling 7-day average PCR positivity rate within CPS' surveillance testing program of staff and students reaches 2.5%, the district-level COVID safety committee shall convene within 24 hours and make a recommendation to the Chief Executive Officer and Union President in consultation with CDPH to:~~

- ~~a) Enhance mitigation measures;~~
- ~~—Operational pause of schools within specific regions of the City; or~~
- ~~b) Operational pause of schools citywide.~~

~~The Chief Executive Officer and Union President shall have 3 days to implement the recommendation or agree on an alternative action.~~

~~1. If 50% of schools are in a 14-day operational pause, CPS will pause operations for 14 days district-wide.~~

6) Ad Hoc COVID-19 Health and Safety Committees. [TA'd 1/30/2021] The Union and the Board will create two levels of COVID-19 safety committees for the purpose of monitoring and enforcing implementation of and compliance with COVID-19 safety measures. CPS and the Union will develop a COVID-19 safety checklist for the building committees use.

- (a) District-level COVID safety committee: The Union and the Board will designate four representatives each to serve on a health and safety committee to monitor, study, and finally resolve issues arising out of the return to in-person learning, including compliance with the CPS-CTU COVID-19 safety checklist. The District committee will meet at least weekly or more often as agreed to by the members throughout the course of the COVID-19 emergency. CPS' representatives on the District-level committee shall be the Board's Chief Health Officer or his designee, the Chief Facilities Officer or his designee, the Chief of Network Support or her designee, and the Labor Relations Officer or her designee. CTU will designate its committee members (employed by CTU or CPS) and notify CPS of its representatives prior to the first meeting of the committee (provided, committee members may be changed from time to time, with notice to the committee). The parties may invite subject matter experts to attend committee meetings if both parties consent. Issues referred by the building-level safety committees shall be resolved as quickly as possible, preferably within 24 hours but recognizing some issues may take longer to resolve, depending on the complexity.

- (b) Building-level COVID safety committees: Building-level safety committees will be composed of the following from each school:
1. the principal;
 2. the building engineer, building manager or quality assurance manager, as selected by the principal;
 3. up to four CTU members, as selected by CTU;
 4. and a reasonable number of employees represented by other unions at CPS.

The building level committee shall develop safe practices and encourage and monitor compliance with CPS' COVID-19 health and safety protocols. If the committee observes or confirms violations of CPS' COVID-19 health and safety protocols at their school, the committee can make recommendations for resolution to the principal or the District-wide committee, starting with the school principal who shall resolve the issue as quickly as possible, preferably within 24 hours but recognizing some issues may take longer to resolve, depending on the complexity.

- c) Nothing in this MOA alters or diminishes the parties' rights under their collective bargaining agreement, including the right to file grievances.
- d) The committees at both levels shall make every effort to organize meetings around a joint agenda, prepared and shared between the parties the day prior to the committees' meetings. The District level committee meetings will start by addressing new referrals from the building level committees, specifically items referred to the District committee since the last committee meeting.
- e) The District and Building level safety committees shall have access to all reasonably available information, not exempt from disclosure by law, pertaining to enforcement of this Agreement.

7) **Vaccination**

- a) In consultation with CTU, CPS shall coordinate with vaccination partners to prioritize CTU bargaining unit employees, according to the priority schedule below, for available vaccinations within phase category-1(a) and (b). Additionally, Protect Chicago Plus is a community-focused vaccination initiative that targets and prioritizes 15 of Chicago's most impacted and vulnerable communities. CPS employees who live in the designated communities or work in schools located in the designated communities will be prioritized in the initiative to the best of CPS' ability. Through these partnerships, CPs shall offer vaccinations to clinicians, school clerks and clerk assistants before they are directed to work in-person in CPS buildings under this

agreement. CPS shall make all concerted efforts to acquire at least 1,500 vaccine doses per week from vaccination partners.

- b) Employer Vaccination Program. CPS shall immediately take all action within its authority to secure the largest number of Covid-19 vaccine doses per week provided directly to the school district for CPS employees. CPS shall administer vaccine doses from its own supply in accordance with the priority schedule below. CPS shall proceed with vaccination at the most rapid pace possible and shall offer first-dose vaccinations to no fewer than 1,500 CPS employees per week. Bargaining unit employees who receive a first dose of vaccine through this program shall be guaranteed a timely second dose which shall not count against the 1,500 weekly first-dose vaccinations. CPS shall increase the number of weekly vaccinations as the available supply of Chicago vaccine increases.
- c) Priority List. CPS shall prioritize within the CTU bargaining unit vaccination of
 - 1) bargaining unit employees in the order of their phase-in group below and clerks and other employees who are working in-person on February 8; 2) bargaining unit members in highest risk age and demographic categories; 3) bargaining unit employees who live or work in one of the ten zip codes in the City of Chicago with the highest Covid-19 positivity rates; and 4) bargaining unit employees with telework accommodations who request vaccination in order to resume in-person work.
- d) Two thousand expedited vaccines will be offered the week of February 8 to teachers and staff working in-person in pre-K and cluster programs and to employees with household members with medical risks as described in 8.b. below. Half of the 2,000 expedited vaccines will be offered to each group.
- e) CPS employees shall be permitted to utilize paid work time to get vaccinated, whether delivered through CPS, the City, or a private provider, with prior notice to their principal, provided all reasonable effort is made to minimize disruption to student learning and services.

8) Accommodations and Staffing

Schools shall have a level of in-person staffing sufficient to provide a high-quality in-person school experience to each student whose family opted into in-person learning. Schools shall align their staffing with student needs while allowing for telework accommodations as indicated below.

- a) **Employees with Medical Risks or Primary Caregivers for Relatives with Medical Risks.** CPS has granted and will continue to grant approval for telework accommodations to employees at increased risk for severe illness due to COVID-19, per the CDC, and to employees who serve as primary caregivers for family members at increased risk for severe illness due to COVID-19, per the CDC, provided the

employee submits sufficient documentation to substantiate their eligibility, as requested by CPS. These employees shall be eligible to receive vaccinations as part of the broader district vaccination plan and may opt to return to in-person work.

- b) **Employees with Household Members with Medical Risks.** To the extent operationally feasible and consistent with providing a high quality learning experience to in-person students, CPS shall grant approval for telework accommodations to employees who share a household with someone with a medical condition putting them at increased risk for severe illness due to COVID-19 per the CDC, including all potential accommodations indicated on CPS' January ~~3129~~, 2021 spreadsheet.

Principals ~~will reasonably may~~ utilize the following strategies to minimize the level of in-person staffing in affected schools:

- Teachers and classroom staff with no assigned in-person students on their roster or caseload may work remotely.
- Reassigning students to different homerooms or sections of the same subject or grade levels, including combining classes
- Swapping class assignments among appropriately-qualified, licensed teachers or paraprofessionals
- Pairing in-person teachers and staff with teleworking teachers and staff, respectively, in order to create student rosters for employees which are all in-person or all remote.
- Creating multi-grade classes spanning no more than two grade levels

Where it is operationally feasible, schools shall endeavor to implement schedules in which in-person teachers are predominantly focused on providing in-person instruction whereas other teachers are predominantly focused on providing remote instruction.

Employees who share a household with someone with a medical condition putting them at increased risk for severe illness due to COVID-19 per the CDC and who requested an accommodation by January 24, 2021 that has not been approved will be entitled to weekly COVID-19 testing at their school. In addition:

- 1) Expedited vaccinations ~~referred to in section 7 above during the weeks of February 8 and February 15~~ will be offered to employees in this group who commit by February 9 to return to work in-person not more than 14 calendar days after receiving the first dose of vaccine. These employees will be allowed to telework from February 8 until their return to work. These employees will also receive a timely second dose.

- 2) Employees who do not commit by February 9 to return to work as described in Section 1 will not be offered an an expedited prioritized vaccination, and will be placed on an unpaid leave of absence, with benefits, until the fourth quarter. These employees shall be eligible to receive vaccinations as part of the broader district vaccination plan. These employees will resume receiving pay if and when they report to work.
 - 3) Employees who choose not to be vaccinated and not to be on unpaid leave shall report to work in-person.
 - 4) Uncommitted doses from these expedited vaccinations will be allocated according to the priority list in Section 7.
- c) **Employees with Child Care Challenges.** To the extent operationally feasible and consistent with providing a high-quality learning experience to in-person students, CPS shall grant approval for telework accommodations to employees whose childcare needs prevent an employee from attending work in-person. Nothing shall impede an employee's eligibility for a leave of absence under state and federal law, collective bargaining agreements or CPS policy. Employees not granted a telework accommodation related to childcare will continue to be offered an alternate accommodation whereby their children may attend their regular school on all days when students are in attendance or a CPS Learning Hub, subject to availability and eligibility.
- d) **Employees Not Granted Accommodations.** Employees without an accommodation and who are not fully vaccinated may, upon request, take a job-protected unpaid leave of absence, with full benefits, for the third academic quarter. They shall remain eligible to receive vaccinations as part of the broader district vaccination plan. They shall return to paid status upon reporting for in-person work.
- e) **Timing and duration of staffing decisions.**
- Prior to the start of Quarter 4, CPS shall provide families another opportunity to opt-into in-person learning. After the new number of in-person students is estimated, Quarter 3 staffing decisions shall be reconsidered for Quarter 4, to either require remote staff to work in person or permit remote staff to remain remote. While Quarter 4 decisions are pending, all Quarter 3 staffing decisions shall remain in effect.

Bargaining unit employees who take unpaid, job-protected leave pursuant to subsections (b) and (d) above may be offered the opportunity to return from leave to provide remote instruction at any point during their leave at the Board's discretion, based on the operational needs of schools.

Accommodations and leave requests for the fourth academic quarter shall not be unreasonably denied. CPS shall consider in this decision, among other factors, the availability of vaccination opportunities for employees and at-risk household members.

9) Schedule for Return to In-Person Learning

- a) Pre-K and Special Education Cluster Programs resume February ~~8~~11, 2021 for both students and staff.
- b) Teachers and staff for Kindergarten through 5th grade report on February ~~22~~15, 2021. Students in those grades report on March 1, February 22, 2021.
- c) Teachers and staff for 6th through 8th grade report on March 1, February 22, 2021. Students in those grades report on March ~~8~~1, 2021.

10) Remote Learning

- a) CPS shall provide families with additional technology and support for remote learning, including, but not limited to, headphones, devices and vision screening.
- b) ~~CPS shall allow high schools to modify schedules provided such schedule changes do not reduce instructional time and meet the criteria set forth in the District's Reopening Guidance including time allocation for synchronous instruction per day.~~

11) Hybrid Learning

Specials teachers' limitations on cohorts shall not exceed the limitations established under the previously-published CPS Principal Reopening Handbook.

12) School Community Support

CPS and CTU shall collaborate through the quarterly STLS services review under Article 46-1.4 of the CBA to provide additional support to students in transitional living situations, which shall include, but not be limited to, coordination of social services, additional remote learning support (devices, broadband), and nutrition assistance.

13) High School Resumption

The parties acknowledge that additional terms may apply to the resumption of in-person learning in high schools and that those terms will be negotiated separately. CPS and the Union shall staff a Joint Task Force to address high school reopening issues and agree to the use of interest-based bargaining and a facilitator.

2/8/2021

Side Letter Concerning AWOL and Discipline Cases

CTU members who were notified prior to February 7, 2021 that they were absent without leave, who did not have permission to work remotely and whose access to Google Suite was suspended will not be disciplined and will have their access restored. The time without access will be treated as an unpaid leave of absence. Nothing herein shall be deemed a release of claims for compensation for work performed.

Regarding staff communications with parents, the parties understand that CPS is proceeding with approximately 55 active discipline cases, and it is not proceeding with approximately 59 cases where the formal discipline process has not commenced. It is mutually understood that the Union reserves its right to contest any discipline issued by CPS.