

**SUMMARY OF TENTATIVE FRAMEWORK
FOR RESUMPTION OF IN-PERSON LEARNING**

The following is a summary of a framework for the resumption of in-person instruction, the full text of which 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.

- 1) **Phase-in Calendar.** Pre-K and Cluster students and staff – February 11, 2021. K through 5th grade teachers and staff return February 22; students return March 1. 6th through 8th grade teachers and staff return March 1; students return March 8.
- 2) **Health Metrics.**
 - a. **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 (i.e. one-fifth 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.
 - b. **Classroom Operational Pause** - Triggered by 1 or more positive cases present during contagious period.
 - c. **School Operational Pause** - Triggered by 3 or more confirmed cases at a school within a 14-day period.
- 3) **Vaccines.**
 - a. **CPS Employer Vaccination Program** - CPS shall provide at least 1,500 first vaccine doses per week to CPS employees. Second doses are guaranteed and do not count against weekly allotment. Number of doses provided by CPS per week will increase as the overall Chicago supply of vaccines increase.
 - b. **Protect Chicago Plus and CPS Vaccine Partner Program** - CPS must make all concerted efforts to acquire a total of at least 1,500 vaccine doses per week through a combination of these two programs: (a) "Protect Chicago Plus is a City of Chicago vaccination initiative that has targeted Chicago's 15 communities hardest hit by Covid-19. Under this offer, CPS employees who live or work in one of those communities are eligible for vaccination through Protect Chicago Plus. (b) CPS will coordinate with provide health provider "CPS vaccination partners" to prioritize CTU bargaining unit employees.
 - c. **Vaccine 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 or after 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. At least 2,000 doses must be offered to Pre-K and Cluster staff, and staff who have requested household accommodations during the week of February 8. Half will be offered to each group.
 - e. Employees will be permitted paid time to get vaccinated
- 4) **Accommodations.** *Top line: No CTU member will be required to resume in-person learning prior to having the opportunity to be fully vaccinated, as detailed below:*

- a. Employees with Medical Risks or Primary Caregivers for Relatives with Medical Risks. CPS will grant approval for telework accommodations for all. These employees are eligible to receive vaccinations as part of the district vaccination plan, and may opt to return to in-person work once vaccinated.
- b. Employees with Household Members with Medical Risks. CPS will grant telework accommodations to the extent operationally feasible. Principals will reasonably utilize the following strategies so as to maximize the number of HH accommodations granted:
 - i. Teachers and classroom staff with no assigned in-person students on their roster or caseload may work remotely.
 - ii. Reassigning students to different homerooms or sections of the same subject or grade levels, including combining classes
 - iii. Swapping class assignments among appropriately-qualified, licensed teachers or paraprofessionals
 - iv. 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.
 - v. Creating multi-grade classes spanning no more than two grade levels

Employees who requested a HH accommodation by January 24 will be entitled to weekly testing at their school, and:

- 1,000 additional vaccines will be offered the week of February 8 to employees in this group who commit by February 9 to return to work in-person no later than 14 calendar days after receiving their first dose.
 - Employees who do not make this commitment may take an unpaid, job protected leave of absence with full benefits until the 4th quarter.
 - If any of these additional 1,000 vaccines are not used by HH accommodation seekers, they will be administered per the priority list above.
- c. Employees with Childcare Challenges. CPS will granted telework accommodations as operationally feasible. Employees will have family leave rights as provided by law. 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.
 - 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. To the extent legally allowed, CPS will reevaluate accommodations and leaves prior to the 4th quarter, based upon levels of in-person attendance for the 4th quarter.
 - f. Bargaining unit employees who take the unpaid job-protected leaves created by the agreement may be offered the opportunity to return from lave to provide remote instruction at any time during their leave.
 - g. Accommodations and leave requests for 4th quarter may not be unreasonably denied.
- 5) Testing.**
- a. Test all symptomatic students and staff
 - b. Test 100% of in-person employees per week at schools at the 134 schools in high covid case count neighborhoods
 - c. Test 50% of in-person employees per week at all other neighborhoods

- d. Test students at the 134 schools in high covid case count neighborhoods
 - e. Offer testing to all staff before return to in-person work
 - f. Offer testing to all students age 10 and above upon return to in-person
- 6) **Ventilation.** CPS conducted audit, commitment to 5 air changes/hr, portable air purifiers, ability for staff to self-check effectiveness, and non-compliant rooms will not be used.
 - 7) **Workspaces.** Workspaces that do not meet therapeutic, instructional, safety, and ventilation standards will not be used.
 - 8) **Remote Learning.** CPS shall provide families with additional technology and support for remote learning, including, but not limited to, headphones, devices and vision screening.
 - 9) **PPE.** Appropriate PPE including N-95 masks, gloves, gowns, and other equipment as required for specific jobs.
 - 10) **Safety Committees.** Building- and district-level safety committees empowered to enforce health and safety protocols. Violations must be remedied as soon as possible, preferably within 24 hours.
 - 11) **Specials.** Specials teachers' limitations on cohorts shall not exceed the limitations established under the previously-published CPS Principals' Guidance.
 - 12) **Discipline and AWOLs.** Separate Side Letter to rescind discipline for AWOL cases. Withheld pay and benefits, and discipline concerning parent communication cases, to be handled through resolution of pending litigation.