

**CTU/CPS April 15, 2021 Addendum to the Memorandum of Agreement
on the Resumption of In-person Instruction**

This Addendum shall apply to high schools except as otherwise specifically noted and will become effective upon ratification.

1. High School Schedule.
 - a. Student attendance is based on school size and number of students attending, subject to staff/classroom capacity limits, as expanded in the Scheduling Framework and in this Agreement. Per the Scheduling Framework, Small schools are defined as having enrollment of 1-299 students, Medium schools have enrollment of 300 to 1499 students, and Large schools have enrollment over 1500 students.
 - Model 3- Students opting for in-person learning on campus 1 day/week:
 - Large schools with high opt-in (student enrollment of 1,500 or greater, 60% or more students opting in, and insufficient space for social distancing in classrooms, lunch rooms, and other spaces utilized by students).
 - Model 2- Students opting for in-person learning on campus 2 days/week:
 - Large schools with low and medium opt-in (less than 60% of students opt-in)
 - Medium schools with medium and high opt-in (300 to 1499 students enrolled, with more than 33% of students opt-in)
 - Small school (Less than 300 students enrolled and insufficient space for social distancing in classrooms, lunch rooms, and other spaces utilized by students)
 - Model 1- Students opting for in-person learning on campus 4 days/week:
 - Small schools with low and medium opt-in (Less than 300 students enrolled, and adequate space for social distancing in classrooms, lunch rooms, and other spaces utilized by students)
 - Medium schools with low opt-in (33% or less of students opt-in) and adequate space for social distancing in classrooms, lunch rooms, and other spaces utilized by students
 - Large schools (i.e., total student enrollment of 1,500 or greater) shall not operate on Model 1, unless there is sufficient space for social distancing for students and staff.
 - b. After a school's initial model is identified, as reflected in subsection 1(a) above, if a principal believes that a model with additional days of in-person learning best serves their student population and the school building has sufficient space for social distancing for students and staff under the new model, the school can move from Model 3 to Model 2 or Model 2 to Model 1 upon consultation with their PPC or Safety Committee. If the school's PPC or Safety Committee has concerns about the model favored by the principal, they may escalate the matter to the District-level Safety

Committee or Strategic Bargaining for resolution prior to implementation of the change. Members of the school PPC/Safety Committee may attend to explain their position.

- c. If a school has capacity issues such as insufficient classroom space, insufficient space for social distancing in lunch room or other areas, or insufficient available staff, then the school may use alternative available space or reprogram classes. If neither of those alternatives are reasonably feasible, the school will adopt the next model (fewer days of in-person instruction per week). Issues on student and staff space availability shall be referred to the district-level safety committee.
 - i. CPS shall provide safe and appropriate staff breakroom and non-teaching space with capacity to maintain social distancing for educators at every school.
 - ii. CPS shall adopt the additional safeguards for schools with top 15 opt-in enrollments and schedule model disputes:
 - 1. CPS shall have security and TAs sufficient to ensure adequate student supervision;
 - 2. The district-level joint safety committee shall perform a walkthrough by April 23, 2021 at no more than six schools accompanied by the school-level safety committee; and
 - 3. CPS shall implement the recommendations of the district-level joint safety committee

- d. In all models, Wednesdays are for remote instruction, with student and staff schedules adapted for two hours of additional prep time over and above contractually mandated preparation time utilizing asynchronous learning for students, in accordance with the CPS Principal Reopening Handbook and Reopening Guide. Bargaining unit members will be allowed to work remotely on Wednesdays unless they are scheduled to provide necessary in-person student supports.
 - i. For RSPs and Itinerant teachers that serve elementary or high schools, Wednesday remote work is allowed if the staff member does not have in-person student services or assessments and the schools they serve do not need to schedule make up appointments to meet IEP requirements for student service minutes.

- e. A teacher (including clinicians) whose schedule involves a full day of remote instruction and whose school has insufficient staff space for the teacher to work that is both safe and conducive to effective instruction, may work remotely on those days with the approval of their principal or supervisor, which shall not be unreasonably withheld. Disputes may be referred to the District-level Safety Committee. The District-level Safety Committee shall also review staff social distancing and space concerns in prep areas, teacher workrooms, classrooms, and other staff spaces and shall determine whether a school and a teacher qualify for a remote work exemption.

- f. Teachers (including clinicians) whose household accommodation cannot be granted but are without in-person students may work remotely from outside CPS schools, with the approval of their principal or supervisor, which shall not be unreasonably withheld.
2. Safety Protocols for High Schools. Apply MOA Article 1 with modifications, as provided herein.
- a. Program specific guidance shall be provided for social distancing, PPE/cleaning and disinfecting as needed in the following areas:
 - i. Music programs (band, choir, orchestra) - CPS will follow ISBE interim guidance and CPS Reopening Guide for safety protocols in Arts programs, and may be modified at the recommendation of the District-level safety committee, in consultation with the CTU Arts Committee.
 - 1. Social distancing, cleaning instruments, class size limits
 - 2. Bell covers and other equipment to reduce instrument transmission risk
 - ii. CTE programs- CPS will issue CTE Covid Safety reminders to staff.
 - 1. Equipment
 - 2. Medical program, cosmetology program lab hour minimum requirements
 - 3. CTE teachers who have concerns with student safety should address those concerns with their principal or the building safety committee. The building-level safety committee may recommend a remedy for the concern, which may include the hiring of a Teacher Assistant in no more than 30 classrooms across the district. If the building level safety committee's recommended remedy does not have the principal's approval, the district-level Safety Committee shall make the final determination.
 - iii. Culinary arts programs
 - iv. Athletics - CPS will follow the [state](#) guidance on athletic programs.
 - v. Test administration (IB, AP, etc.)
 - b. Cleaning and disinfecting protocols that take into account students moving to different classrooms across the day
 - c. Passing period safety protocols
 - i. Schools, in consultation with the PPC and/or the school-level safety committees may adopt staggered start times and/or multiple entrances and exits if needed to relieve crowding at the start and end of school.
 - 1. Increased monitoring of hallways by all staff members
 - ii. Schools, in consultation with the PPC and/or school-level safety committees may adopt protocols for social distancing in the corridors (staggered bell schedule, passing periods in waves, one-way halls/stairs, etc.)
 - iii. Entry process will be supported by all available staff members, but shall not interfere with bargaining unit employees' other duties. CPS shall otherwise

follow in high schools MOA Section 1(a) on health screening, temperature checks, and administering Covid-19 tests.

- d. The District-level safety committee will develop and distribute H.S. specific safety protocols on the following areas:
 - i. Cafeteria - lunchroom setup for social distancing, and protocols to avoid crowding in lines.
 - ii. P.E. locker rooms
 - iii. Administration provides support and a clear lead enforcing mask-wearing and social distancing
- e. Testing
 - i. Apply MOA provisions.
- f. Contact tracing

Apply MOA language

- 3. Simultaneous Instruction. *CTU is not prepared to TA on this section and requests to continue bargaining over this topic.*
- 4. CPS will commit to the following additional pandemic-related supports:
CTU is not prepared to TA on this section and requests to continue bargaining over this topic.
- 5. Vaccination- CPS will commit to the following actions with respect to vaccination supports:
 - a. Invite CPS students age 18 and over who are also CPS employees to CPS staff vaccination clinics.
 - b. CPS will coordinate with CTU and CDPH to connect CPS students age 16+ and their family members to existing vaccination opportunities. CPS and CTU will partner with CDPH to ensure that students and families in high COVID-19 Community Vulnerability Index (CCVI) communities have access to the local vaccination opportunities being offered by CDPH and provider partners. CPS will also work with CTU to develop a plan for summer and the Fall to maximize the use of existing CPS school- based clinics and school-based medical personnel toward these efforts.
 - c. CPS will coordinate with CTU and CDPH to develop strategies for a student and family vaccination program. Starting immediately, for all age-eligible students and family members, CDPH and CPS will provide schedules and registration information of special vaccination events taking place throughout the City. CDPH and CPS will also provide registration access to Points of Distribution utilizing a special code and determined by zip code. CDPH and CPS will also provide specific blocks of appointments on a weekly basis to select Points of Distribution. CDPH will provide schedules and registration information to provide access to Points of Distribution, utilizing special codes and determined by zip code.
 - d. CPS, CTU, and CDPH will schedule an initial meeting on student and family vaccination programs by Friday, April 23, 2021.
 - e. Providing educational materials on covid-19 and vaccination, including providing CPS and CDPH- provided informational materials on vaccination sites and opportunities for vaccination appointments to interested families during report card pick-up on April 21-22, 2021. CPS will also amplify publicly available information on vaccination opportunities for the hardest hit communities

through official communications and social media throughout the remainder of the school year.

6. Flexibility. Allow schools flexibility to alter their schedule as long as it conforms to the MOA and the CTU Contract. Principal and PPC shall meet during the week of April 12-15 and agree in order for an alternative scheduling option to be adopted.
7. Timing. Provided the parties have reached agreement on all other topics addressed herein,
 - a. High Schools will resume in-person instruction on April 19, 2021. High School in-person learning will also include all grades at Academic Centers.
 - b. Except for staff members on approved leave or accommodations, all High School Staff members will report in-person starting on April 12th. Staff members may return to in-person work prior to April 12 on a voluntary basis.
8. Staffing
 - a. High school teachers and staff will report in-person four days per week, and work remotely on Wednesdays as described in Section 1(c) above.
9. Accommodations & Leave
 - a. CPS will grant ADA telework accommodations through no later than the end of SY21 for elementary and high school employees at increased risk for severe illness due to Covid-19, per the CDC, who are unable to receive a COVID-19 vaccination for medical or religious reasons or who are medically unable to return in-person. CPS will also grant temporary ADA accommodations for employees who have made all reasonable efforts to be vaccinated to last no later than 14 days following their final dose of vaccine.
 - b. Telework accommodations for elementary and high school employees who are primary caregivers for high-risk relatives will be granted in accordance with Section 8 of the MOA, provided the high-risk relative is not fully vaccinated. Accommodations for employees who share households with high-risk individuals or who face childcare challenges with returning to in-person work will be considered in accordance with Section 8 of the MOA.
 - c. Elementary and high School 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 fourth academic quarter. They shall return to paid status upon reporting for in-person work. Additionally, high school employees who applied by April 5 for a household member or childcare accommodation and whose request was not approved by CPS may take a job-protected unpaid leave of absence, with full benefits, for the fourth academic quarter, regardless of vaccination status.
 - i. Bargaining unit employees who take unpaid, job-protected leave pursuant to this provision 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 the school.

- d. With respect to child care, CPS shall abide by Section 8(c) of the MOA for all bargaining unit members for the 4th academic quarter.

10. MOA Sections

- a. The following sections of the parties February 2021 Memorandum of Agreement on the Resumption of In-person Instruction will carryover for HS without modification
 - i. MOA Section 2 -Ventilation
 - ii. MOA Section 3 - Testing
 - iii. MOA Section 4 - Contact Tracing
 - iv. MOA Section 5 – Public Health Metrics for Resumption of In-person Instruction and Operational Pauses (“Pod” will stand for “class” in the high school context.)
 - v. MOA Section 6 - Safety Committees
 - vi. MOA Section 10 - Remote Learning
 - vii. MOA Section 11 - Hybrid Learning
 - viii. MOA Section 12 – STLS

**BOARD OF EDUCATION OF
THE CITY OF CHICAGO,**



DATED: _____

**CHICAGO TEACHERS UNION LOCAL 1, AFT-IFT,
AFL-CIO**



DATED: April 15, 2021