Memorandum of Understanding  
for  
ASPIRA Charter School Network High Schools (ASPIRA Early College, Antonia Pantoja and ASPIRA Business & Finance High School)  
between ACE, CTU Local 1 ("ACE") and ASPIRA

This memorandum of understanding (MOU) shall apply only from 05.3.2021 until the end of the 2020-2021 school year for the AEC, Pantoja and ABF Campuses, as noted above.

ASPIRA identified Monday, May 3, 2021, as the date high school teachers returned to their buildings. ASPIRA has also identified May 17, 2021 as the date to begin introducing groups of students to High School campuses for in-person learning pursuant to ASPIRA’s simultaneous instruction model. The students have initially remained located remotely.

ASPIRA and ACE have agreed to the following:

A. Teachers working in-person in the building during simultaneous instruction:

1. The following health and safety protocols shall be followed: ASPIRA shall implement the following protocols/mandates/practices at Pantoja, AEC and ABF:

   a. **Health Screening and Temperature Check.** No person will be permitted to enter the High Schools (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 temperature check. No ACE bargaining unit member shall be required to administer health screenings or temperature checks.

   b. **Hand Sanitizer.** High Schools will be supplied with hand sanitizer sufficient for employees, students and staff to use liberally while in the building.

   c. **Disinfecting Wipes.** ASPIRA will provide disinfecting wipes in classrooms, offices, and all places where bargaining unit employees work.

   d. **Sneeze Guards.** All bargaining unit members will have sneeze guards at their desks.

   e. **Face Coverings and PPE.**

      a. All persons entering the High Schools are required to wear a face mask properly covering their mouth and nose at all times.
b. ASPIRA will make cloth face coverings available to all staff.

c. ASPIRA 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.

   i. Face Coverings

      1. N-95 masks are not typically required to work closely with students. If a bargaining unit member who works closely with students where public health officials recommend that they be provided with a N-95 mask, will be provided N-95 level of protection.

      2. Cloth face coverings

      3. Three-ply surgical masks

      4. Face shields

   ii. Gloves where medically appropriate

   iii. Gowns where medically appropriate.

f. Cleaning and disinfecting. ASPIRA has implemented and shall maintain enhanced cleaning protocols and shall provide notice to all bargaining unit members for cleaning schedules. ASPIRA shall follow the cleaning protocols set forth in Exhibit A. Concerns regarding compliance with cleaning protocols should initially be raised to the Professional Solutions Committee (PSC). The PSC shall respond to these concerns within twenty-four hours. If a response is not issued within twenty-four hours, or the response does not resolve the concern, the complaint may be elevated directly to the CEO, or CEO's designee, and the ACE Council Chair, who shall, by consensus, issue a final response within twenty-four hours.

g. Social distancing. ASPIRA will develop instructions for teachers and principals consistent with ISBE/IDPH and CDC requirements 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 shall work from workspaces that meet therapeutic, instructional, and safety needs. All workspaces shall include a garbage can that is emptied daily.

2. Ventilation
a. Mechanical ventilation assessments have been conducted at the High Schools.

b. ASPIRA 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.

c. ASPIRA provides indoor air quality monitors in its High School buildings for use as a screening device to assess indoor air quality. If concerns are reported, the ASPIRA’s Facilities Department will conduct additional assessments of the air quality to determine if corrective action is required.

d. Indoor air quality monitoring will be used as the method for verification of adequate ventilation.

e. Rooms without functional windows, if used as classrooms, shall be provided air purifiers. ASPIRA shall maintain and service each air purifier, cleaning each unit and replacing filters, as recommended by the unit’s manufacturer.

3. Contact Tracing.

ASPIRA will report any known COVID-19 positive test results to CPS and CDPH for the appropriate contact tracing.

Parents are required to notify the principals of positive COVID test results in their student.

If a student or staff member has symptoms of COVID-19, and it is determined by a medical provider that the individual likely does NOT have a COVID-19 infection, the student or staff member still needs to be tested and may only return to school if the following are met:

- Documentation of a negative test for COVID-19; AND
- It has been 24-hours with no fever (without fever-reducing medication).

Only if the two above criteria are met would a note from a medical provider documenting an alternate diagnosis be acceptable if the student or staff member continues to be symptomatic for another reason besides COVID-19 infection.

If a symptomatic student or staff member does not get tested for COVID-19, CDPH does not recommend relying on a medical provider’s note alone.
without a negative COVID-19 test result to allow a symptomatic student or staff to return to school. COVID-19 cannot be ruled out by symptom history or clinical exam alone. Only the right test done at the right time can rule out COVID-19.

- School administrators should contact CDPH at covidschools@chicago.gov if they are seeking to isolate a child without a test result.
- Schools should quarantine household members of a symptomatic student or staff member who also attend the school pending the results of testing.

4. **Public Health Metrics for Resumption of In-Person Instruction and Operational Pauses**

   a. **ASPIRA will re-open for in-person instruction its High Schools on May 17, 2021 (Pantoja), May 17, 2021 (AEC) and May 17, 2021 (ABF).**

   b. **Classroom Operational Pause.** ASPIRA will pause in-person instruction in a classroom or classrooms when there is 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 or less as authorized by CDPH or IDPH, 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 High Schools on the 15th day or less as authorized by CDPH or IDPH 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 IDPH 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. ASPIRA will implement an operational pause when three or more confirmed positive cases are identified at a high school within a 14-day period or less as authorized by CDPH or IDPH.

   d. **District Operational Pause.** Following the resumption of in-person instruction under this agreement, if Chicago Public Schools declares a District-wide operational pause, ASPIRA shall also pause in-person instruction for an identical period of time. ASPIRA shall resume in-person instruction when CPS resumes in-person learning.
5. Teachers will be provided spaces within the building in which to plan and eat lunch that meet current ISBE and CDPH requirements for safety during the coronavirus pandemic. The primary locations will be the cafeteria.

6. The school day for bargaining unit members at the High Schools shall be 8 a.m. to 3:45 p.m.

7. Instruction on Wednesdays shall be fully remote, and not conducted in-person, and bargaining unit employees are permitted to telework or teach remote in-building.

8. Observations conducted in-person or via videoconference are to be used for advisory purposes only and shall not be applied toward the determination of performance ratings.

9. ASPIRA shall provide access working technology, including reliable high-speed internet, additional monitors, HDMI cables, Ethernet cables, adequate Chromebooks for students and extension cords, and Bluetooth headphones. ASPIRA shall provide access to training in technology for simultaneous instruction.

10. Prior to the date of student return to in-person instruction, ASPIRA shall hold an all-staff meeting to review the Standard Operating Procedure (SOP) at each campus.

B. Provisions Applicable to All Bargaining Unit Members During the Pandemic:

1. Parent meetings (IEP, Progress, etc.) will be done remotely.

2. ASPIRA will provide training during school hours before May 17th, 2021 (first day of student attendance) on how to navigate the new technology set-ups in the room for both remote and in-person instruction.

3. Bargaining Unit Members working in the building who live in a household where others have medical conditions that would be exacerbated by Covid shall notify HR of their situation as soon as practicable. If any of those teachers are asked to quarantine by ASPIRA for any reason, ASPIRA will consider, on a case-by-case basis, a request to allow them to teach remotely for the remainder of the semester.

4. To the extent that is possible, ASPIRA shall grant telework accommodations to employees with medical or religious exemptions to vaccination, personal medical issues that are not significantly reduced or mitigated by COVID-19.
vaccination, who are primary caregivers to or have household members who are at risk of COVID-19 despite vaccination of ASPIRA employees, or who are in need of child care. Accommodation requests shall not be unreasonably denied.

5. Staff are allowed to telework on days when they do not provide in-person instruction.

6. Bargaining unit members at each high school campus, and Haugan Middle School, shall be permitted to leave campus at 2:50pm on days when in-building or in-person duties are not required.

Nothing in this MOU nor the parties' performance under it shall amend or modify the terms of the Collective Bargaining Agreement by and between ACE and ASPIRA effective July 1, 2018 through June 30, 2022, which remains in full force and effect. Moreover, nothing in this MOU nor in the parties' performance under it shall be precedent setting and is solely applicable to unique circumstances created by the COVID-19 pandemic during the First Semester.

ACE

Signature

Jesse Sharkey

Printed Name

May 18, 2021

Date:

ASPIRA

Signature

Fernando G. Guillo

Printed Name

May 18, 2021

Date: