

MEMORANDUM OF AGREEMENT
REGARDING THE FALL 2021 SEMESTER

This Agreement will be in effect from August 25, 2021 through January 27, 2022. The Agreement shall remain in effect thereafter until bargaining on a successor agreement has concluded.

1) Maintenance of Existing Agreements.

- a. The following sections of the parties' February 2021 Memorandum of Agreement on the Resumption of In-person Instruction and April 2021 Addendum will remain in effect:
 - i. Health and Safety Protocols in CPS Facilities (MOA Section 1, as modified by Addendum Section 2 concerning Safety Protocols for High Schools and as modified below)
 - ii. Ventilation (MOA Section 2, as modified below)
 - iii. Testing (MOA Section 3)
 - iv. Contact Tracing (MOA Section 4)
 - v. Public Health Metrics for Resumption of In-person Instruction and Operational Pauses (MOA Section 5, with "pod" standing for "class" in the high school context.)
 - vi. Safety Committees (MOA Section 6)
 - vii. School Community Support (MOA Section 12, as modified below)

2) Vaccination. CPS will commit to the following actions with respect to vaccination supports:

- a. CPS will coordinate with CTU and CDPH to develop a school district vaccination program with the goal of vaccinating 80% of students 12 and older by October 1, and 80% of younger students within 60 days after FDA emergency use authorization for their age group.
- b. The school district vaccination plan shall include:
 - i. Vaccination events at CPS school buildings
 - ii. Coordination of vaccine appointment home visits
 - iii. 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 families at all CPS events
 - iv. Provision of incentives
 - v. Hire 500 CPS parent/community members to perform home visits to educate families about COVID-19 vaccine availability
 - vi. Establish vaccine clinics at all CPS high schools in the Sustainable Community Schools program, and maintain existing CPS school vaccination sites and expand them to allow for vaccination of CPS family members

3) Student, Family, and Community Recovery Supports

**CTU has forthcoming additional proposals in this area, including concerning home visits.*

- a. CPS shall provide all schools in the district with central funding for an additional counselor, social worker, nurse, restorative justice coordinator, and librarian positions. (See CPS, *Moving Forward Together use-of-ESSER-funding*. Additional School Counselors p. 29; Nurse and Social Worker in every school building, p. 17; Highly Qualified Mental Health Providers, p. 21.)
- b. CPS shall increase by 10% the current number of special education teachers, bilingual teachers, ELPTs, Teacher Assistants, and Arts educators by January 27, 2022.
- c. CPS shall redirect funding provided for school resource officers to aid in funding the positions described above.
- d. CPS shall expand STLS student supports and provide rent assistance to CPS families experiencing housing instability.
- e. CPS shall immediately release and provide to the Joint CTU-CPS Sports Committee the \$5 million in withheld sports funding that went unspent for SY2019-20.
- f. CPS shall immediately reverse all layoffs of bargaining unit employees implemented at the conclusion of the 2020-21 school year.
- g. CPS shall commit \$10 million to hire more STLS Liaisons above current levels, and work with the CTU and the City's housing department through twice quarterly meetings to focus the work of STLS programming on obtaining secure housing for STLS students. CPS and CTU shall additionally create an oversight committee, including parents and community partners, to regularly assess STLS progress toward housing security.

4) Ventilation

- a. In addition to the requirements of the MOA and Addendum, CPS shall provide a comprehensive assessment of each CPS school building's ventilation.
- b. CPS shall use ESSER funds to complete structural upgrades to all school building spaces that were not safe for use during the 2020-21 school year.
- c. CPS, as part of its capital plan, shall schedule all renovations necessary for all spaces in all school buildings to have MERV-13 quality air filtration and 6 fresh air changes per hour.

5) Accommodations and Leaves

- a. CPS will grant ADA telework accommodations through no later than January 27, 2022 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, as well as for bargaining unit employees who are pregnant or nursing.

- 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. Bargaining unit 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 first and second academic quarters. They shall return to paid status upon reporting for in-person work.
- d. With respect to child care, CPS shall abide by Section 8(c) of the MOA for all bargaining unit members for the 1st and 2nd academic quarters.

6) Virtual Academy

- a. CPS shall staff its virtual academy with bargaining unit employees in need of telework accommodations as provided in Section 5 above.
- b. Bargaining unit employees assigned to the virtual academy shall maintain job protection in their positions at their original school or unit.
- c. The virtual academy shall have a PPC, an LSC, and a PPLC.
- d. The virtual academy will expire at the conclusion of the 2021-22 school year, unless the parties mutually agree to extend it.

7) Improvements to Instruction & Schedule

- a. CPS shall not require any bargaining unit employee to simultaneously deliver instruction to students who are remote and students who are in-person.
- b. The additional preparation time created under the MOA and Addendum shall remain in effect.
- c. CPS shall provide \$275 million in additional material support and flexibility for student needs, including providing every CPS student a laptop and providing local schools that have limited discretionary budgets with additional funding for books, field trips, enrichment programs, out of school time coordination, and other academic materials. (see CPS, *Moving Forward Together use-of-ESSER-funding*, p. 17)
- d. CPS shall maintain at least 1,000 cadre substitutes
- e. CPS shall hire 1,000 additional PSRPs

8) Preservation of Positive SY20-21 Practices

- a. CPS shall maintain its pause on SQRPs for the 2021-22 school year.

- b. Except as legally required, CPS shall administer no more standardized tests during the 2021-22 school year than were administered in the 2020-21 school year.
- c. CPS shall provide a virtual option for parent and family conferences.
- d. CPS will impose a moratorium on attendance prizes and celebrations, and replace them with incentives for healthy practices, such as mask-wearing, taking sick leave as needed, and maintaining cleanliness in school buildings.
- e. CPS shall maintain student grading practices and policies in effect for the 2020-21 school year.
- f. CPS shall allow local school-based decision-making on additional virtual options, to the extent legally allowed.
- g. CPS shall maintain the 2020-21 pause on REACH for the 2021-22 school year.
- h. CPS shall maintain reduced Pre-K class size that was in place during the 2020-21 school year.
- i. CPS shall maintain the policy of benefit time taken due to Covid-19 quarantine not counting against an employee's sick bank.
- j. Student Covid-19 quarantine days out of school shall have no adverse impact on student and school records, grades, ratings, or evaluations. This policy shall expire at the conclusion of the 2021-22 school year, unless the parties mutually agree to extend it.

9) Newly Created Positions

- a. The following newly created positions shall be added to the CTU bargaining unit:
 - i. Out of School Time Coordinator (see CPS, *Moving Forward Together use-of-ESSER-funding*, p. 25)
 - ii. Tutor (see CPS, *Moving Forward Together use-of-ESSER-funding*, p. 24)
 - iii.
- b. The SEL Team Lead role (see CPS, *Moving Forward Together use-of-ESSER-funding*, p. 21) shall be a full-time bargaining unit position, not a stipend-paid duty for any existing CPS employee or vendor.

CTU reserves the right to add to, subtract from, delete or otherwise modify this proposal until an agreement is reached.