FRAMEWORK FOR RESUMPTION OF IN-PERSON INSTRUCTION

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

This Agreement will be in effect through January 27, 2022.

1) **Health & Safety Protocols in Aspira Facilities.** The Employer shall implement the following protocols/mandates/practices in all Aspira facilities.

   (a) **Health Screening and Temperature Check.** No person will be permitted to enter an Employer 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. No CTU bargaining unit member, other than paraprofessionals shall be required to administer health screenings, temperature checks. Paraprofessionals shall only be asked 30 minutes prior to the instructional day begins.

   (b) The Employer shall maintain current handwashing stations and hand sanitizing protocols including when entering and exiting the building, after using the restroom, before and after meals or snacks and prior to leaving for home.

   (c) **Hand Sanitizer.** The Employer 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.

   (d) **Disinfecting wipes.** The Employer must provide disinfecting wipes in classrooms, offices, and all places where bargaining unit employees work.

   (e) **Sneeze Guards.** CTU bargaining unit employees who regularly interact with building visitors shall have sneeze guards at their workspace and locations where they regularly interact with building visitors.

   (f) **Face Coverings and PPE.**
       - All persons entering a Employer facility where bargaining unit employees work are required to wear a face mask properly covering their mouth and nose at all times.
The Employer will make face coverings available to all staff and students as needed. The employer shall make sure adequate number of masks are available in each classroom at all time.

The Employer 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) Cloth or disposable Face Coverings
   (b) Three-ply Surgical Masks.
   (c) Face Shields.

(2) Gloves where medically appropriate

(3) Gowns where medically appropriate

(g) Cleaning and disinfecting. The Employer has implemented and shall maintain enhanced cleaning protocols and shall provide notice to all bargaining unit members of cleaning schedules. Concerns regarding compliance with cleaning protocols should initially be raised to the safety committee.

(h) Social distancing. The Employer 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 3-feet physical distance from other persons as much as possible. Classrooms and other school facilities and spaces that cannot accommodate these requirements shall provide sneeze guards, face shields or any other PPE requested by the bargaining unit member or safety committee.

(i) ASPIRA shall provide a dedicated staff microwave and refrigerator in a space away from students.

2) Ventilation

(a) An independent state certified environmental specialist has tested each 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). Aspira shall maintain these standards when 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.

2933250.12
(c) The Employer shall install 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) 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, when students are present, will be used as the method for verification of adequate ventilation.

(f) The Employer shall provide a comprehensive assessment of each school building's ventilation during the first week of school.

(g) The Employer shall complete all structural upgrades to all school building spaces, including fixing all windows and installing screens, by the end of September.

(h) The Employer shall maintain MERV-quality air.

3) **COVID-19 Testing.** The Employer shall implement a multi-pronged testing plan according to the requirements of IDPH and CPS:

(a) Symptomatic and Quarantine Testing: Applies to students and staff who are symptomatic or are close contacts of confirmed COVID cases. The Employer will work closely with CDPH to inform families of testing locations in their neighborhoods for unvaccinated family members of students and staff who are symptomatic or are unvaccinated close contacts of confirmed COVID cases.

- Under the Employer's 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) Unvaccinated and determined to be a close contact of a COVID case

  (a) Until they have completed the required quarantine, as outlined by CDPH.

- 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) 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 reliable and commercially available tests are available, the Employer will also offer tests to students under age 10.
4) **Contact Tracing**

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 Employer and the Union shall collaborate to determine and address barriers to timely notification to all students and staff who come in contact with a person who has been diagnosed with COVID-19. The Employer and the Union agree that the maximum information allowed by law shall be provided to safety committee.

The Employer will work 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**

   The Employer will re-open for in-person instruction in accordance with the published guidance of the Chicago Department of Public Health reflected in CDPH Interim Guidance on Management of COVID-19 Cases in PreK-12 Schools. The Employer shall follow the CPS, CDPH, IDPH, and CDC guidance regarding appropriate classroom or school operational pauses and student or teacher quarantine.

   (b) **Classroom Operational Pause**

   The Employer will pause in-person instruction for affected close contacts, as defined by IDPH, for 1) 10 days; or, 2) After a quarantine period of seven days after the last exposure with no developed symptoms and a negative SARS-CoV-2 PCR test result.

   In-person instruction will then resume after the recommended pause or isolation period in the classroom (pod), after satisfying option 1 or 2, unless the Chicago Department of Public Health recommends extending the pause time.

   (c) **School Operational Pause**

   The Employer will implement an operational pause for affected close contacts for 10 days; additional close contacts, as defined by IDPH, will be quarantined for 1) 10
days; or, 2) After a quarantine period of seven days after the last exposure with no developed symptoms and a negative SARS-CoV-2 PCR test result.

<table>
<thead>
<tr>
<th>Situation</th>
<th>Interim/Temporary Action During Contact Tracing</th>
<th>Operational Action After Contact Tracing</th>
</tr>
</thead>
<tbody>
<tr>
<td>One or more cases in one or two classrooms.</td>
<td>Operational pause of the affected classrooms beginning next school day</td>
<td>1. Affected close contacts, as defined by IDPH, paused for 10 days; additional close contacts, as defined by IDPH, quarantined for 10 days; or, 2. After a quarantine period of seven days after the last exposure with no developed symptoms and a negative SARS-CoV-2 PCR test result.</td>
</tr>
<tr>
<td>Three or more cases in three different classrooms, where the cases are linked by common activity (e.g. staff lunchroom)</td>
<td>Operational pause of the affected classrooms beginning next school day</td>
<td>Affected close contacts, as defined by IDPH, paused for 10 days; additional close contacts, as defined by IDPH, quarantined for 10 days; or, 2. After a quarantine period of seven days after the last exposure with no developed symptoms and a negative SARS-CoV-2 PCR test result.</td>
</tr>
<tr>
<td>Three or more cases in three different classrooms, where the cases are linked by known non-school circumstances</td>
<td>Operational pause to affected classrooms beginning next school day</td>
<td>Affected close contacts, as defined by IDPH, paused for 10 days; additional close contacts, as defined by IDPH, quarantined for 10 days; or, 2. After a quarantine period of seven days after the last exposure with no developed symptoms and a negative SARS-CoV-2 PCR test result.</td>
</tr>
</tbody>
</table>

**Dependent on vaccination status. Asymptomatic vaccinated personnel and students shall not be required to isolate or quarantine.

(d) District Operational Pause

In the event CPS shuts down the region in which ASPIRA operates or District operations, ASPIRA will consult with the Chicago Department of Public Health, and the Union in an advisory role, to determine whether the school should pause in-
person learning. ASPIRA will discuss the recommendation of CDPH with the Union prior to taking action. In the event of a pause, remote learning will be available.

(e) Public Health Metrics Reopening Clause

Due to the evolving nature of public health safety protocols, these protocols will remain in effect until the expiration of this Framework, or until CPS, CDPH, IDPH, ISBE, or the CDC determines that a change in protocol is warranted. Additionally, either party may request reopening negotiations on Section 5. Any changes to these protocols, which is not required by a public health agency, shall be made only by mutual agreement between the Board and the Union.

6) **Ad Hoc COVID-19 Health and Safety Committee.** The Union and the Employer will create of COVID-19 safety committee for the purpose of monitoring and enforcing implementation of and compliance with COVID-19 safety measures. The committee will develop a COVID-19 safety checklist for the building committees use.

   (a) Building-level COVID safety committees: Building-level safety committees will be composed of the following from each school:

   1. the principal;

   2. Facilities manager or other subject matter expert(s), as selected by the principal;

   3. up to three CTU members, as selected by CTU;

The building level committee shall develop safe practices and encourage and monitor compliance with the Employer’s COVID-19 health and safety protocols. If the committee observes or confirms violations of the Employer’s COVID-19 health and safety protocols at their school, the committee can make recommendations for resolution to the principal or the CEO, 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 applicable law.

e) The safety committee shall have access to all reasonably available information, not exempt from disclosure by law, pertaining to enforcement of this Agreement. The committee shall determine how often to meet, but any two members or the chair can call a meeting with 24-hours’ notice with agreement of the Employer and Union. The committee chair will be determined by majority vote of the committee.

f) There shall also be a network wide safety committee consisting of four members appointed by the union and four members appointed by the Employer. The chair
shall be elected by the committee. This committee will be responsible for and have the authority to enforce and monitor network wide safety protocols. The committee shall seek consensus, but each member shall have one (1) equal vote.

7) **Vaccination.** The Employer will commit to the following actions with respect to vaccination supports:

   (a) The Employer 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 Employer vaccination plan shall include:

   - Vaccination events at school
   - Providing educational materials on covid-19 and vaccination, including providing Employer and CDPH- provided informational materials on vaccination sites and opportunities for vaccination appointments to families at all Aspira events

   (c) Employees shall be permitted to utilize paid sick 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. New hires shall be permitted to utilize a reasonable amount of paid work time to get vaccinated, with prior notice to and approval by their principal.

8) **Accommodations and Leaves**

   (a) To the extent it is not an undue burden on the Employer, the Employer will grant ADA telework accommodations through no later than January 27, 2022 for elementary 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) To the extent it is not an undue burden on the Employer, telework accommodations for bargaining unit members who are primary caregivers for high-risk relatives per CDC guidelines, provided the high-risk relative is not fully vaccinated. A FMLA accommodation request designating the employee as the primary caregiver must be provided prior to approval.

   (c) To the extent it is not an undue burden on the Employer, 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 under the current cost-sharing scheme, for up to no more than 30 days. They shall return to paid status upon reporting for in-person work.
(d) Employees with childcare challenges due to a day care or school closure may timely contact their supervisor and request to use accrued sick or personal time for the day(s) of absence due to the child’s day care facility or school closure due to COVID-19. Employees are expected to follow the procedures set forth in the employee handbook for requesting and using sick and/or personal time.

9) **Student, Family, and Community Recovery Supports**

(a) The Employer shall provide the school funding for a nurse at each campus for at least the first semester of school
(b) ASPIRA agrees to not reduce the number of counselors at each campus for the length of the 2021-2022 school year.
(c) The Employer may staff its virtual academy with bargaining unit employees in need of telework accommodations as provided in Section 7 above.
(d) Bargaining unit employees assigned to the virtual academy shall maintain job protection in their positions.
(e) The virtual academy will expire at the conclusion of the 2021-22 school year, unless the parties mutually agree to extend it.
(f) Prior to the implementation, ASPIRA will resume negotiations with the Union regarding staffing decisions of the Virtual Academy.

10) **Improvements to Instruction & Schedule**

(a) The Employer shall not require any bargaining unit employee to simultaneously deliver instruction to students who are remote and students who are in-person.
(b) When bargaining unit members are not scheduled for school or network meetings or student tutoring may be assigned to self-directed preparation time, as approved by the principal, when they are required to remain in-building after student dismissal time.

11) **Positive Practices**

(a) The Employer shall administer no more standardized tests during the 2021-22 school year than are required by CPS and/or ISBE.
(b) The Employer shall provide a virtual option for parent and family conferences.
(c) Only observations from in-person instruction may be used for evaluations. Bargaining unit members shall not receive an evaluative observation no sooner than one week after returning from remote instruction or quarantine.
(d) Benefit time taken due to required Covid-19 quarantine shall not count against an employee’s sick bank when the employee is able and telework is available as approved by the principal

12) **Staff Vaccinations**

(a) Should the Employer or the school district implement a policy that Employees must be fully vaccinated against COVID-19 as a condition of employment and/or prior to entering the workplace, the following protocols will be utilized to the extent allowed by law:

2933250.18
(b) Any such mandate shall be subject to reasonable accommodations for individuals who cannot be vaccinated due to medical concerns with appropriate documentation or a sincerely held religious belief, practice, or observance.

(c) Any implementation of such mandate shall provide reasonable time and notice to allow Employees to receive the needed vaccinations.

(d) Should such mandate be enacted, all adult Employees that are not vaccinated shall be tested as set forth in Section 3(b) of this Agreement and required to provide a negative result once weekly.

Jesse Sharkey, President, CTU

Date: August 31, 2021

Fernando Grillo, CEO, ASPIRA

Date: 09-01-2021