

Recognizing the increase in COVID-19 cases as a result of the Omicron variant, the parties agree to the following measures for the remainder of the 2021-22 school year. The parties will continue bargaining over other outstanding items covered in their Fall 2021 negotiations not included herein.

**1. Resumption of In-person Work:** All bargaining unit members shall return to school buildings on January 10, 2022 to assist in device distribution and Covid-19 test sign-up/notification for students. Beginning January 12, 2022, students shall learn remotely and bargaining unit employees who are not on isolation or quarantine due to Covid-19 infection or close contact shall conduct remote learning from school buildings. Bargaining unit employees who are on quarantine or isolation, whose children are on quarantine or isolation, or whose children are CPS students, shall be allowed to work remotely for the week of January 10, 2022. In-person learning shall resume on January 18, 2022, unless CDPH or the State of Illinois determine that public health conditions are not safe for in-person school at that time, in which case in-person learning shall resume when the CDPH and the State of Illinois deem it appropriate.

**2. Masking:** CPS will provide KN95 masks for staff and student use in addition to the medical grade masks and other face-covering PPE (e.g. face shields) it provides for staff and students as agreed to in the February 2021 MOA through the conclusion of the 2021-22 school year..

**3. Health Screeners** Building level safety committees may decide by majority vote, including the principal, whether to reinstate the health screener policies in place during the 2020-2021 school year at their school. Reinstatement of the policies must include a local implementation plan, including the use of school-based staff to implement the policies.

- 4. District-wide Remote Learning:** 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 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.

**5. School-by-school Remote Learning:** Members of the CPS Tactical Team will meet with CTU leadership daily, if requested by CTU, prior to the daily Tactical Team meeting to allow CTU to present to the CPS tactical team specific school concerns.

Decisions to pause in-person learning and transition to remote learning will be made on a school-by-school basis in conjunction with the school's administration and Building-level Safety Committee.

A school will be transitioned to remote learning if either of the following conditions are met:

- *Bargaining unit employee absences:* 25% or more of a school's bargaining unit staff are absent for two consecutive days because of the employees' documented positive COVID-19 cases or need to quarantine or isolate due to close contact with an infected person, and where the combination of unfilled permanent or temporary vacancies and Covid-related absences result in the school being understaffed by 25%. For schools with 100 or more employees, a transition to remote learning will take place if 20% or more of the school's bargaining unit staff are absent for two consecutive days because of the employees' documented positive COVID-19 cases or need to quarantine or isolate due to close contact with an infected person, or where Covid-related absences push the school's overall bargaining unit member absence rate above 20%.
- *Student absences due to COVID-19:*
  - Elementary Schools: 30% of homerooms have more than 30% of students instructed to isolate/quarantine.
  - High Schools: more than 25% of the total student population has been instructed to isolate/quarantine.
  - Departmentalized Middle School Programs: more than 25% of the total student population in the middle school has been instructed to isolate/quarantine.

For the purposes of compliance with this Section, CPS shall daily share student and staff attendance data with the Union and members of the Building-level Safety Committee.

When in-person learning resumes, principals shall have the authority to flip classes remote upon receiving notification of a positive case in the class.

If a school transitions to full remote learning, all staff (who are not asked to isolate or quarantine) will be required to report to work in-person. The school will resume in-person instruction after five to ten school days unless otherwise instructed by CDPH.

## **6. Testing:**

- a. CPS shall implement a Covid-19 screening test program, that allows students to opt out and that, on a randomized basis, tests at least 10% of the student and staff population every week at every school and worksite, as described in the Testing Recommendations by Level of Community Transmission in the CDC's

Operational Strategy for K-12 Schools through Phased Prevention<sup>1</sup>. Volunteers shall be included in this testing. CPS shall enact this policy by January 18, 2022.

- b. CPS shall also continue to provide weekly Covid-19 testing to all students and staff currently signed up for it.
- c. Each school shall have a sufficient supply of take-home Covid-19 tests to provide to any student exhibiting cold or flu symptoms in the school's care room and any student, staff member, or school volunteer who requests one.
- d. CPS will implement a program using staff and community members, both on a voluntary basis, to conduct community outreach to increase participation in its Covid-19 testing and vaccination programs.
- e. All CPS staff will undergo testing prior to return to in-person learning.

**7. Substitutes:** CPS shall utilize the following incentives to encourage substitutes to accept assignments:

Sub Type	Incentive
Substitute Teachers (Day to Day and Provisional)	Through the end of the academic quarter, any substitute teacher who works 15 or more days in a month, including 6 out of 8 (75%) of Mondays and Fridays in the month, will receive an additional monetary stipend of <b>\$1,000 instead of the normal \$420 monthly stipend.</b> The \$420 stipend is still available for substitutes who work 12 or more days in a month but are unable to work at least 75% of Mondays and Fridays.
Substitute Teachers (Day to Day and Provisional)	Work 12 days or more in a month and receive a <b>\$420</b> stipend
Substitute teachers (Cadres, Day to Day and provisional)	Work in high need schools to receive an extra <b>\$45</b> a day
All substitute employees (sub clerks, TA's, SECA's, Cadres, Day to Day and Provisional)	All substitutes who work during January 2022 will receive a daily stipend in the amount of <b>\$30</b> . In addition to any other eligible stipend.

<sup>1</sup> [https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/operation-strategy.html#anchor\\_1616080181070](https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/operation-strategy.html#anchor_1616080181070)

The Substitute Teacher Professional Problems Committee shall assist substitutes who are CPS retirees to ensure that these substitutes do not exceed compensation limits under CTPF.

**8. Accommodations.** CPS will allow staff to take an unpaid leave of absence upon request who:

- a) Due to the employee's own medical condition are at increased risk for severe illness due to Covid-19 (per the CDC guidelines), and
- b) Who are unable to receive a Covid-19 vaccination and booster

The leave shall last through the third academic quarter of SY 2021-22. Employees on such leaves shall return to paid status upon reporting for work in-person. Employees who wish to request an unpaid leave of absence under this provision must apply by January 27, 2022.

**9. Contact Tracing.** Each school will create, as part of its Building-level Safety Committee a contact tracing team that will consist of the principal and other members of the CTU bargaining unit who shall be paid their hourly rate for conducting contact tracing interviews of students. This team shall be no smaller than 5% than the size of the faculty.

**10. Make-Up Days and Resolution of Litigation.** CPS shall make up any cancelled instructional days, and no bargaining unit employee who was locked out or participated in the remote work action shall suffer any discipline or loss of pay. CPS and CTU shall withdraw the ULP charges they filed against one another on January 5, 2022.

**11. Expedited Arbitration.** The parties agree to select an arbitrator within seven (7) days of execution of this Agreement to resolve disputes that arise under Sections 1, 4 and 5 of this Agreement concerning School-by-School Remote Learning and Covid-19 Testing. If such a dispute arises, the CTU President and CPS CEO shall meet within 24 hours upon written notice of the dispute in an attempt to achieve resolution. If the CTU President and CPS CEO cannot resolve the dispute, the parties agree to immediately submit the dispute to agreed arbitrator for resolution. The arbitrator shall issue a bench decision which shall be final and binding.