

**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 YCLA (the Employer) and the Chicago Teachers Union.

This Agreement will be in effect through August 31, 2022.

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

- (a) **Health Screening and Temperature Check.** No person will be permitted to enter the YLCA campus (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. Everyday a regular afternoon temperature check of all students and staff shall be conducted. No CTU bargaining unit member shall be required to administer health screenings, temperature checks, or COVID-19 tests.
- (b) The Employer shall maintain current handwashing stations, with hot water, and 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.** The Receptionist and Registrar, and all CTU bargaining unit employees who 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 an 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 as available

(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-foot 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) Workspace. Bargaining unit members shall work from workspaces that meet therapeutic, instructional, and safety needs, as appropriate.

2) Ventilation

- (a) An independent state certified environmental specialist has tested the 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). YCLA 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.

- (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) Indoor air quality monitoring will be used as the method for verification of adequate ventilation.
 - (e) The Employer shall provide a comprehensive assessment of each school building's ventilation.
 - (f) The Employer shall address and complete structural upgrades to all school building spaces in a timely manner.
 - (g) The Employer 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.
- 3) **COVID-19 Testing.** The Employer shall implement a multi-pronged testing plan according to the following framework:
- (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 family members of students and staff who are symptomatic or are 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) Determined closed contacts of COVID case
 - (a) Until they have completed the required quarantine, as outlined by CDPH for school.
 - 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) **Surveillance Testing for Prevalence:** Applies to in-person, school-based staff.
 - The objective of this surveillance testing is to establish a statistically powerful estimate of the prevalence of COVID in school staff on a weekly basis. Surveillance testing will be used to track prevalence of COVID in school staff relative to the City overall, as well as trends over time.
 - Surveillance testing will be performed by a contracted agency.
 - Each week, the Employer will offer tests to 100% of the in-person employee population if the school meets the criteria in subsection (c) unless the

Employer has a demonstrated lack of capacity to do so, and 50% of the in-person employee population if it does not fall into the criteria in subsection (c).

- The Employer will notify the Union about the number of tests administered each week and the number of positive test results, broken down by school.

(c) Student Testing: The week in-person learning resumes, the Employer will conduct a surveillance testing program of students if (a) the school is within the ten Chicago zip codes with the highest numbers of daily average COVID-19 cases, according to the CDPH COVID-19 Dashboard. The program will test 25% of eligible students each week, provided the opt-out form has not been signed by the parent or guardian. The high-prevalence zip codes will be updated at least monthly to account for changes in daily average COVID-19 cases over time. The testing will begin as soon as YCLA and the contracted testing agency is ready to administer the test, no later than October 8th, 2021.

Students and staff will be offered COVID-19 testing before returning to in-person learning following a 14-day operational pause as referenced in MOA Section 5.

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 Procedural Team 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 will provide the maximum information allowed by law shall be provided to Procedural Team.

The Employer will maintain sufficient dedicated staff to timely complete the case investigation process for positive COVID-19 cases involving students or staff, as well as starting the contact tracing process by providing notification to close contacts. The Employer will work in coordination with CDPH and or CPS 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.

(b) Classroom Operational Pause

The Employer will pause in-person instruction in a classroom (pod) when there has been one or more documented positive COVID-19 cases present at school during their contagious period. The pause shall only apply to those individuals identified as close contacts as defined by IDPH.

When it occurs, a pause to in-person instruction will last a period of 10 calendar days, as recommended 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 classroom (pod) on the 11th calendar day after that determination unless CDPH or IDPH 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 Illinois Department of Public Health 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.

The Employer will implement an operational pause when five or more confirmed positive cases are identified at a school within a 14-day period. The following actions will be taken based on the epidemiological link between the cases, as identified through contact tracing.

<u>Situation</u>	<u>Interim/Temporary Action During Contact Tracing</u>	<u>Operational Action After Contact Tracing</u>
Three or more cases in one or two classrooms.	Operational pause of the affected classrooms beginning next school day	Affected classrooms paused for 10 calendar days; additional close contacts quarantined for 10 calendar days, or as recommended by CDPH or IDPH.

<p>Three or more cases in three different classrooms, where the cases are linked by common activity (e.g. staff lunchroom)</p>	<p>Operational pause of the affected classrooms beginning next school day</p>	<p>Affected classrooms paused for 10 calendar days; additional close contacts quarantined for 10 calendar days, or as recommended by CDPH or IDPH.</p>
<p>Three or more cases in three different classrooms, where the cases are linked by known non-school circumstances</p>	<p>Operational pause to affected classrooms beginning next school day</p>	<p>Affected classrooms paused for 10 calendar days; additional close contacts quarantined for 10 calendar days, or as recommended by CDPH or IDPH.</p>
<p>Five or more cases in three different classrooms, without known link to school or non-school circumstances</p>	<p>Operational pause of the school beginning next school day; transition to remote learning</p>	<p>If cases are traced to identified exposures from in-school or non-school circumstances:</p> <ul style="list-style-type: none"> ● Affected classrooms paused for 10 calendar days; additional close contacts quarantined for 10 calendar days, or as recommended by CDPH or IDPH. <p>If cases cannot be linked and in-school transmission cannot be ruled out:</p> <ul style="list-style-type: none"> ● Operational pause to school for 10 calendar days; transition to remote learning. School reopens in-person on 11th calendar day after exposure.

IDPH and this Agreement define close contact as living in the same house, being an intimate partner, being a caregiver or being within six (6) feet for longer than fifteen (15) minutes.

Acknowledging that science in this area is evolving, these protocols will remain in effect through August 31, 2022 or until CDPH/IDPH/ISBE determines that a change in the protocol is warranted. Any changes to these protocols shall be made only by mutual agreement between the Board and the Union.

(d) District Operational Pause

In addition to the above, the Employer shall pause in person learning if CPS pauses in person learning city wide or in a region that includes the school for at least the same days. Remote learning will be available during the pause.

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 Employer and the Union will develop a COVID-19 safety checklist for the building committees use.

(a) Building-level COVID safety committees: The Procedural Team shall address COVID-19 safety measures:

The Procedural Team 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, 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 Procedural Team 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 principal can call a meeting with 24-hours notice.

f) On safety related issues, 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 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 may include:

- Vaccination events at school
- Coordination of vaccine appointment home visits
- 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 YCLA events
- Provision of incentives
- Hire parent/community members to perform home visits to educate families about COVID-19 vaccine availability

(c) Employees shall be permitted to utilize paid work time to get vaccinated to receive a vaccination booster (no more than two hours), 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.

8) Accommodations and Leaves

- (a) The Employer will investigate and grant accommodations, including isolated spaces for teacher, ADA telework, and other accommodations, through no later than August 31, 2022 for 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) Accommodations, including isolated spaced and telework, for bargaining unit members who are primary caregivers for high-risk relatives per CDC guidelines, provided the high-risk relative is not fully vaccinated due to medical or religious reasons. Accommodations for employees who share households with high-risk individuals will be considered.
- (c) Bargaining unit employees without an accommodation and who are not fully vaccinated may, upon request, may 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) Employees with Child Care Challenges due to Covid-19. To the extent operationally feasible and consistent with providing a high-quality learning experience to in-person students, the Employer shall grant approval for telework or other accommodations to employees whose childcare prevents an employee from attending work in-person. Nothing shall impede an employee's eligibility for a leave of absence under state and federal law, or Employer policy. Employees not granted a telework accommodation related to childcare will continue to be offered an alternate accommodation whereby their children may attend their regular school on all days when students are in attendance or an Employer Learning Hub, subject to availability and eligibility.

9) Student, Family, and Community Recovery Supports

- (a) The Employer shall provide the school funding for a full-time substitute teacher, for first semester, and a full-time outreach coordinator
- (b) The Employer shall expand STLS student supports to provide information on rental assistance to families experiencing housing instability.

10) Virtual Academy

- (a) If permitted by the state and a virtual plan approved by CPS, the Employer and the Union will reopen negotiations on the terms of the Virtual Academy.

11) 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. This does not prevent YCLA staff from recording a lesson so quarantined students can watch later.
- (b) The Employer shall hire at least one substitute teacher, for first semester, and maintain adequate substitution so that staff are not pulled from their regular duties.

12) Positive Practices

- (a) Except as legally required by CPS, the State of Illinois, or the Federal government, or a funding agency, the Employer shall administer no more standardized tests during the 2021-22 school year than were administered in the 2020-21 school year.
- (b) The Employer shall provide a virtual option for parent and family conferences.
- (c) The Instructional Team shall discuss a grading policy that is sensitive to the needs of students.
- (d) Observations shall not occur no sooner than one week after returning from a pause in in-person instruction. All observations shall be conducted in-person. All below proficient ratings issued during the 2021-2022 shall be kept confidential and shall not be disclosed to other employers. Below proficient ratings may count towards assigning remediation in accordance with the YCLA Evaluation Program.
- (e) Benefit time taken due to Covid-19 quarantine shall not count against an employee's sick bank, with a maximum amount of 10 calendar days of benefit time, at a time.
- (f) The Instructional Team shall discuss how student Covid-19 quarantine days out of school shall impact 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.
- (g) In person class size shall not exceed 23 during the life of this agreement. The remedy for violations shall be consistent with Article VI.A of the collective bargaining agreement.

13) Newly Created Positions Newly created non-management positions shall be eligible to join the bargaining unit in alignment with Article 1.

14) Mandatory Employee 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:
- (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.


Chicago Teachers Union

2/16/22
Date


YCLA HANSEL

2/15/2022
Date