May 13, 2021

MEMORANDUM OF AGREEMENT RELATING TO RESUMPTION OF IN-PERSON INSTRUCTION
AT URBAN PREP ACADEMIES

Section 1: Health and Safety Protocols in Urban Prep Facilities

The following protocols/practices shall be implemented consistent with CDC, IDPH, CDPH and ISBE guidance in all Urban Prep facilities during the term of this Agreement:

A. Health Screening
   • No person shall enter an Urban Prep facility until and unless they have undergone a daily health screening questionnaire to assess risk, which is reviewed by Urban Prep before entering a school building. Upon entering the building every person shall undergo a temperature check and no one with a temp above 100.4 will be allowed to enter. Students will not be performing health screening or temperature checks.

   • Bargaining unit members who fail the health screener shall be allowed to work remotely and shall suffer no loss in pay. If bargaining unit members fail the health screener twice within 14 days, Urban Prep may request a COVID-19 test prior to them returning to the building. If Urban Prep requests a bargaining unit member get a COVID-19 test, Urban Prep will provide a list of free testing locations.

   • Bargaining unit members who present with symptoms and are unable to work will be required to take a PTO day and take a COVID-19 test within 24 hours. If they are able to work remotely, they will not have to take a PTO day nor will they suffer a loss in pay. If Urban Prep requests a bargaining unit member get a COVID-19 test, Urban Prep will provide a list of free testing locations.

B. Hand Sanitizer
   • Every Urban Prep facility will be supplied with hand sanitizer sufficient for employees, students and staff to use while in the building.

C. Disinfecting wipes
   • Urban Prep will provide disinfecting wipes in classrooms, offices and all places where staff work.

D. PPE
   • All persons entering an Urban Prep facility will be required to wear a face mask properly covering their mouth and nose at all times. Additionally, all persons will be encouraged to adhere to the two mask recommendation by the CDC.

   • Students who are unable to wear a mask must have an approved accommodation exempting them from the mask mandate and shall be provided a face shield. Students who are unable to wear a mask shall include, but not be limited to, students who remove their mask at inappropriate or
May 13, 2021

Unauthorized times. Urban Prep will create and or disseminate a “Parent Request and Physician Authorization for Cloth Face Covering Accommodation (see attached sample). Students without an approved accommodation for CFC will not be allowed to attend in-person sessions unless and until they adhere to the mask mandate.

- Appropriate and medically necessary PPE will be available for all TEACHERS staff in line with the duties they are required to do.

E. Sneeze Guards
- Office Coordinators shall have sneeze guards at their workspace where they regularly interact with building visitors.

F. Cleaning and Disinfecting
Urban Prep will maintain enhanced cleaning protocols, including but not limited to:
- Schools will be deep cleaned every evening.
- Bathrooms will be cleaned and disinfected twice per day.
- High - touch areas such as handrails and door knobs shall be disinfected twice daily.

G. Social Distancing
- Urban Prep will provide instructions for teachers and principals, in consideration of CDC, IDPH, CDPH and ISBE guidance, concerning classroom set-up and practices to maintain social distancing. These will include ensuring a minimum of 6 ft. physical distancing from other persons as much as possible.

- Desks will be placed at a minimum of six feet apart.

H. Cohort/POD/Classroom Size
- When six feet of social distancing cannot be maintained another classroom will be opened. Urban Prep will allow designees from the safety committee to tour the building with the Chief Academic Officer or the Principal to ensure the guidelines are established and maintained.

I. Number of In-Person Days
- There will be no more than 4 days of in-person learning. There will be one day each week reserved for deep cleaning, preferably Wednesday.

J. Lunch

Lunch will primarily be held in the cafeteria. When this is not possible, lunch will be held in spaces where six feet of social distancing can be always maintained.

Section 2: Ventilation
A. **HEPA Air Purifier:**
   Urban Prep shall maintain HEPA Air Purifiers in all offices and classrooms occupied by staff and students.

B. **An independent state certified environmental specialist shall test every 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).** Urban Prep shall maintain these standards when its students and/or staff are present in buildings. Classrooms and workspaces that do not meet these standards shall not be used. The parties agree that these standards may vary with a change in humidity, temperature and/or other member modifications. This has already been completed and if not already provided will be provided to the Union. In the event that this information is not provided a portable indoor air quality monitor will be placed in each classroom at the West Campus. Urban Prep will provide one portable indoor air quality monitor at both ENG and BRZ campuses for use as a screening device to assess indoor air quality. Urban Prep will train an administrator and one additional staff member that is on the safety committee in each school building on the use of the monitor. Urban Prep will purchase six (6) air quality control monitors to be distributed across the campuses with at least one at each campus, prior to the return to in-person instruction. Air quality test reports will be made available to the safety committee upon request.

**Section 3: Care Rooms**

Urban Prep has designated a space at each campus to act as a care room. Care rooms will be staffed by non-bargaining unit members when needed.

**Section 4: Covid-19 Health & Safety Committees**

At all levels of consideration, safety issues shall be resolved within 24 hours. However, the parties recognize some issues may take longer to resolve, depending on the complexity.

Each campus shall establish a safety committee. The Union and Urban Prep will appoint up to 2 members each to preside on each safety committee. The safety committee shall develop safe practices and encourage and monitor compliance with Urban Prep’s COVID-19 health and safety protocols and the MOU. The safety committees will meet at least once a week unless it is determined by the committee that more or less meetings are needed. One of the agenda items that will be addressed by the safety committee can and will be the changes that will be made to the schedule to facilitate Urban Prep’s plan to transition to in-person learning.

Concerns requiring compliance with cleaning protocols should initially be raised at the campus level safety sub-committee.
May 13, 2021

If the Union members of a safety committee believe a safety issue is unresolved, they may refer the dispute to the Chief Academic Officer and the Chief Operating Officer or their designees. If a safety issue thereafter remains unresolved after being addressed by the safety committee, campus principal, and the Chief Academic Officer, the classroom or building will transition back to remote learning.

Section 5: COVID-19 Testing.

Urban Prep shall implement a multi-pronged testing plan according to the following framework:

A. Symptomatic and Quarantine Testing: Applies to students, staff, and any individual who enters an Urban Prep facility who are symptomatic or are close contacts of confirmed COVID cases. Symptomatic and quarantined individuals will be referred to their healthcare provider, a City of Chicago testing site, or another testing site to receive a COVID test. URBAN PREP will work closely with CDPH to inform families of testing locations in their neighborhoods for family members of URBAN PREP students and staff who are symptomatic or are close contacts of confirmed COVID cases.

i. Under URBAN PREP’s health screening protocols, individuals are not permitted in the building who are:
   a. Symptomatic
      1. Until they have completed their isolation period. Negative testing is not required for return after testing positive.
   b. Determined close contacts of COVID case, as identified by CPS or CDPH

Until they have completed the required quarantine, as outlined by CPS or CDPH for school.

B. Surveillance Testing for Prevalence: Applies to in-person, school-based staff and students network-wide.

i. Upon staff return: All staff offered PCR tests unless Urban Prep is required to utilize a different test.

ii. Weekly upon student return until end of academic year, Urban Prep will offer PCR tests, unless it’s required to utilize a different test, as follows:
   a. 50% of all students offered test across all grade levels.
   b. 50% of all staff offered test

If permitted under a CPS-sponsored testing program, students and staff will be offered COVID-19 testing before returning to in-person learning.

Section 6: Student and Family Vaccinations

Urban Prep will make every effort to inform students and families about opportunities and locations of vaccination programs and to the extent possible, Urban Prep will keep track of students, families and employees
who have been vaccinated through the use of surveys and/or data obtained from CPS. All efforts will be made to maintain the confidentiality of vaccination information. Urban Prep will house information in a secure location and will only be accessible to senior leadership, campus leaders and Human Resources. Urban Prep will make every effort to coordinate with CPS to ascertain and either advocate for or ensure that students and families of Urban Prep will be included in the CTU/CPS High School Vaccination MOA.

Section 7: Contact Tracing

Urban Prep will follow the protocol of CPS and the CDPH to initiate their process of contract tracing. CPS and CDPH will then conduct the formal process of contract tracing.

Urban Prep will train 1-2 non-bargaining unit members at each campus on the proper protocols and procedures for initiating contact tracing in accordance with established CPS and CDPH protocols. At the moment, Urban Prep maintains that the individuals so designated have completed all training.

Section 8: Public Health Metrics for Resumption of In-person Instruction and Operational Pauses

A. School Re-opening for In-Person Instruction

Urban Prep will re-open for in-person instruction once there has been a signed agreement with the Union that is in accordance with the published guidance of the Chicago Department of Public Health on PreK-12 Management of COVID-19 Cases in Schools, reflected in CDPH Interim Guidance on Management of COVID-19 Cases in PreK-12 Schools.

B. Classroom (pod or Learning Center cohort) Operational Pause

Urban Prep will immediately pause in-person instruction in a classroom (pod or cohort) when there have been one or more documented positive COVID-19 cases present in the classroom (pod or cohort) during the contagious period (earlier of 48 hours before onset of symptoms or up to 72 hours preceding the COVID-19 test). If surveillance testing of students under Sec. 5 above produces a positive test result, the staff or student’s pod or cohort will be paused, and transition to remote learning, for 14 days following the test result. In-person instruction will resume in the classroom (pod or cohort) on the 15th day unless the Chicago Department of Public Health recommends shortening/extending the pause time. Additional non-vaccinated school staff or students will be quarantined if determined through contact tracing by CPS or CDPH to be a close contact of the confirmed positive case.

The transition to remote learning and quarantine does not apply to symptom-free individuals who are fully vaccinated unless determined necessary by CPS or CDPH contact tracing. Unless CPS or CDPH has informed Urban Prep that contact tracing is still in progress, those who have not been contacted by CPS or CDPH within 24 hours will return to in-person learning.

C. School Operational Pause
May 13, 2021

Urban Prep will implement an operational pause of a school building when three or more confirmed cases in three or more different classrooms (pod or Learning Center cohort) are identified at a school within a 14-day period.

Upon confirmation of the third positive test result within 14 days, the school will be paused and transition to fully-remote learning as soon as practicable and until a contact tracing investigation is completed.

If the investigation by CPS or CDPH shows that the exposure in all cases occurred outside the school grounds, the affected classrooms will be paused for a 14-day period and transition to remote learning, and additional close contacts will be quarantined for 14 days.

If the investigation by CPS or CDPH discloses that exposure occurred on school grounds, or if in-school transmission cannot be ruled out, the entire school will be paused for 10-14 days in consultation with CPS and/or CDPH and transition to remote learning.

The transition to remote learning and quarantine does not apply to symptom-free individuals who are fully vaccinated unless determined necessary by CPS or CDPH contact tracing. Unless CPS or CDPH has informed Urban Prep that contact tracing is still in progress, those who have not been contacted by CPS or CDPH within 24 hours will return to in-person learning.

D. Network Operational Pause

Urban Prep will implement a network-wide operational pause when CPS halts in-person learning. The CPS guidelines for a district wide operational pause are as follows:

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.

At any time that Urban Prep implements a network-wide operational pause, Urban Prep will provide fully remote learning.
May 13, 2021

Section 9: Staffing and Workday

Urban Prep will provide the following information to minimize the level of disruption the transition to hybrid learning will cause.

- Bargaining unit members will be provided two (2) days to work on the transition from remote learning to hybrid learning. Transition time will be determined by final return to work date.
- Bargaining unit members will be provided at least one (1) hour to test equipment used for hybrid teaching in each classroom they will be teaching in. If more time is needed it will be provided upon request.
- Bargaining unit members will be provided a video demonstration of hybrid teaching during the return to in-person learning PD day.
- Each classroom will be provided with a 55-inch Smart TV, laptop, webcam, and mobile TV cart. Information on how to utilize personal laptop will be provided to bargaining unit members. Requests for additional equipment will be addressed on a case by case basis and shall be approved by Urban Prep.
- Bargaining unit members will be provided a detailed schedule at least two days prior to the return of students that will include but not be limited to, the classrooms they will be teaching in, the number and name of in-person students and remote students, and where they will spend breaks/prep periods.

There will be no in-person school/network wide gatherings such as assemblies or field trips unless social distancing of 6 ft. can be maintained at all times.

Section 10: Evaluations

There will be no formal evaluations for stakes during the 2020-2021 school year. Observations and informal evaluations may take place throughout the period of remote learning for purposes of coaching. The cycle and details of the observation and coaching framework shall be determined by the Evaluation Committee.

Section 11: Mandated Tests

If any state-mandated tests are given by Urban Prep between now and the end of the school year, bargaining unit members will only report to work voluntarily in person in order to assist with administration of the test(s). Their assistance includes proctoring the test for its standard length.

Section 12: Accommodations

A. Employees with high-risk conditions (per CDC).
Urban Prep employees who seek telework accommodations, due to their own condition that identified them as high risk by the CDC, must complete and submit required documentation that substantiates their eligibility for telework accommodations. Requests for accommodations are subject to the approval of Urban Prep.

B. Primary Caregivers for Immediate Family Members with a “Disability”/Employees with Household members with a “Disability”

If operationally feasible, Urban Prep will grant accommodations to employees who serve as primary caregivers for immediate family members and/or share a household with an immediate family member when the family member’s disability exposes them to a higher risk of COVID complications.

If operationally feasible, Urban Prep will grant accommodations to employees who serve as primary caregivers for immediate family members and/or share a household with an immediate family member who is identified as high-risk by the CDC at any age.

An immediate family member is defined as a spouse, partner, child, parent, grandparent, mother-in-law or father-in-law. For purposes of this section, a primary caregiver is defined as an employee who cares for an immediate family member with a disability on a daily basis, including but not limited to, preparing meals and assisting with personal and medical care.

C. Employees with Childcare Challenges

Employees will be required to submit sufficient documentation to substantiate their eligibility for this accommodation and is subject to the approval of Urban Prep. Urban Prep shall grant employee, whose childcare needs prevent them from attending work in-person, with an additional week of telework to secure and arrange childcare

D. Employees who are not eligible for an Accommodation

Employees who are not eligible for an accommodation or who are not fully vaccinated or whose household member is not fully vaccinated may, upon request, take a job protected, unpaid leave of absence, with full benefits, for all or part of the fourth academic quarter.

Employees on unpaid leave may use all or part of their PTO during the job protected leave. Employees shall return to paid status upon reporting for in-person work.

E. Duration

Any accommodations provided are temporary, subject to review and will not be provided beyond the fourth academic quarter of the 2020-2021 school year. Accommodations may not be unreasonably denied or rescinded in the 2020-2021 school year.
May 13, 2021

Section 13: Effect of Agreement

The Parties acknowledge and agree that except as otherwise stated herein, this MOU does not constitute an amendment to or revision of the CBA or any other agreements between the Parties.

Section 14: Entire Understanding

The terms set forth in this MOU represent all promises, agreements, conditions and understandings between the Parties relative to the subject matter hereof and no other promises, agreements, or understanding whether oral or written, expressed or implied exist between the Parties.

Section 15: Effective Date

This MOU is effective May 13, 2021 and shall expire on August 1, 2021. If on August 1, 2021, the City of Chicago has not reached Phase 5 of the Illinois Reopening Plan, the parties will bargain over modifications to the MOU.

Should Urban Prep decide to provide summer school, enrichment programming and/or assessments to students after the conclusion of the academic fourth quarter, the parties will bargain over modifications to this MOU, provided, that any revisions to the provisions of this May 13 MOU shall be only by mutual agreement.

If during the term of this MOU, federal, state or municipal law or regulatory requirements arise that impose new restrictions inconsistent with this MOU or that materially alter working conditions of employees covered by this MOU, upon request by either party, they will re-open the MOU to re-negotiate and adjust its terms accordingly.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding on this 13 day of May, 2021.

URBAN PREP ACADEMIES.

By:  
Name: Dennis Lacewell  
Title: Chief Academic Officer

By:  
Name:  
Title:  

CHICAGO TEACHERS UNION, LOCAL 1, IFT-AFT, AFL-CIO

By: Latoyia Kimbrough  
Name:  
Title: CTU In-House Attorney

By:  
Name:  
Title:  
