

SY 2022-2023 COVID SAFETY AGREEMENT

The parties agree that this Agreement shall be in effect for SY 2022-23, expiring on August 20, 2023.

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

- (a) Health Screening. Building-level safety committees may decide by majority vote, including the principal, whether to reinstate the health screener 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. With the exception of nurses, no CTU bargaining unit employees shall be required to administer health screenings, temperature checks, or Covid-19 tests.
- (b) Hand Sanitizer. Every CPS 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.
- (c) Disinfecting wipes. The Board must provide disinfecting wipes in classrooms, offices, and all places where bargaining unit employees work.
- (d) Sneeze Guards. School Clerks, School Clerk Assistants, 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.
- (e) Face Coverings and PPE.
 - The Board will strongly recommend mask wearing in all CPS' facilities. The Board will take affirmative steps in furtherance of this strong recommendation, such as:
 - (1) Make robocalls at the beginning of the school year to staff and families reminding them of the district's mask wearing recommendation
 - (2) Encourage all educators to model proper mask wearing in school
 - (3) Post signage in school buildings with reminders of the mask wearing recommendation
 - (4) Include reminders of the mask wearing recommendation at beginning-of-the-school-year events.
 - The Board will make reusable and disposable face coverings available to all staff and students. Issues regarding availability of masks at individual schools shall be escalated to the District Wide Safety Committee for immediate action.

- The Board 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) N-95 Masks are not required to work closely with students. Nurses and audiologists, and other RSPs if recommended by public health officials, will be provided KN95-level of protection. Nurses must wear this level of protection when assessing students who are ill or providing direct care that may result in aerosolization of bodily fluids, such as suctioning. Audiologists will wear this level protection when working with students in enclosed spaces per national recommendations.
- (b) Three-ply Surgical Masks.
- (c) Face Shields.

(2) Gloves where medically appropriate

(3) Gowns where medically appropriate

- CPS will provide KN95 masks for staff and student use in addition to the medical grade masks and other face covering PPE it provides for staff and students.
- f) Cleaning and disinfecting. The Board has implemented and shall maintain enhanced cleaning protocols and shall provide notice to all bargaining unit members of cleaning schedules. The Board shall follow the CPS Cleaning and Disinfection Guidance for Chicago Public Schools Primary and Secondary Schools for COVID-19, as sent to the Union on January 22, 2021. Concerns regarding compliance with cleaning protocols should initially be raised to the building level safety committee.
- g) Social distancing. CPS shall develop instructions for teachers and principals, in consultation with the union and consistent with ISBE/IDPH/CDPH and CDC requirements, concerning classroom set up and practices to maintain social distancing as much as possible. Such instructions will include a list of strategies successfully used by CPS schools during SY21 and SY22 as determined by the District Safety Committee.
- h) Workspace. Bargaining unit members, including clinicians and nurses, shall work from workspaces that meet therapeutic, instructional, and safety needs.

2) Ventilation

- (a) An independent state certified environmental specialist has tested 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). CPS shall maintain these standards when CPS students 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 Board has installed and will maintain HEPA Air Purifiers in all school offices and other staff spaces that lack mechanical ventilation, and in all classrooms with students present. Issues regarding proper working order of classroom HEPA Air Purifiers (including filter replacement) shall be escalated to the District Safety Committee for immediate action.
- (d) CPS will provide portable indoor air quality monitors in each building for use as a screening device to assess indoor air quality. 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 will be used as the method for verification of adequate ventilation.
- (f) Dr. Mills, PhD, CIH, may provide computational modeling for recommended placement of air purifiers and may assist in developing guidance for staff relating to placement and use of air purifiers. The Board agrees that it will consider Dr. Mills' modeling in determining placement of air purifiers. If the parties are not in agreement on appropriate placement, the issue may be presented to the District level safety committee.

3) COVID-19 Testing. The Board shall implement a multi-pronged testing plan according to the following framework:

- (a) Symptomatic Testing: Applies to students and staff who are symptomatic or are close contacts of confirmed COVID cases. CPS will inform families of testing locations in their neighborhoods for family members of CPS students and staff who are symptomatic or are close contacts of confirmed COVID cases.
 - Under CPS' health screening protocols, individuals are not permitted in the building who are symptomatic until they have completed their isolation period. Negative testing is not required for return after testing positive.
 - Determined closed contacts of a COVID-19 case must meet CDPH requirements for in-person learning.
 - In the event current CDPH requirements change, CPS and CTU will determine by mutual agreement if other safety protocol must be modified to adequately complement the requirement changes.
 - Symptomatic individuals are referred to their healthcare provider, a City of Chicago testing site, or another testing site to receive a COVID test.
- (b) Screening Testing: Applies to in-person, school-based staff districtwide.

- The objective of this testing is to screen for and isolate asymptomatic cases in the school community.
- Screening testing will be performed by testing teams, staffed in part by CPS nurses who volunteer for the assignment. No CPS nurses shall be compelled to participate as testers. All appropriate PPE, training, and equipment will be provided.
- CPS will notify the Union and the public about the number of tests administered each week and the number of positive test results, broken down by school.

CPS will continue to offer free testing at every school every week to students and staff. CPS will make available sufficient testing resources to test at least 10% of students each week at each school; these students will be randomly selected from all students who have consented to participate in testing at the school; provided that for any school where less than 10% of students have consented to testing, CPS shall provide resources to allow all such students to be tested weekly. CPS will assign school-based staff, including nurses assigned to schools, school assistants, and other ESPs, to increase testing capacity.

- Student Covid-19 testing program parental consent forms will be in both paper and electronic format, valid until a student leaves CPS. The importance of testing program participation will be promoted and encouraged by CPS and CTU. CPS will continue to phone bank families, particularly during the first quarter of the school year. Schools without active paid phone bankers will be reminded of the opportunity for paid phone banking work.
- In addition, the Tactical Team will direct supplemental testing for asymptomatic students and staff when schools are experiencing a significant increase in self-reported COVID-19 cases.
- In addition, with parental consent, CPS will provide testing for students who report to the school care room with COVID-19 symptoms.
- In the event a school transitions to remote learning, CPS will offer screening testing at the school for asymptomatic staff and students on a set schedule within the first five calendar days after the school has transitioned to remote.
- If testing has not been scheduled at a school for two consecutive weeks, the school's Safety Captain may elevate the matter to the District Safety Committee which will work with the testing vendor to set the testing schedule. CPS will provide the District Safety Committee reports of schools where testing did not occur for any two weeks, upon request.
- CPS shall provide CTU with a regular schedule of testing availability for staff and students at each CPS school. CPS shall notify CTU any time the regular testing schedule for any school changes.
- CPS shall maintain a sufficient supply of rapid Covid tests to ensure they are available for use by students and staff as needed at all schools.

4) **Contact Tracing**

- a) 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.

CPS has hired and will maintain sufficient dedicated staff to timely complete the case investigation process for positive COVID-19 cases involving CPS students or staff, as well providing notification to close contacts.

- b) **School Based Contact Tracing Teams:** Each school will have school staff serve as contact tracers for student cases from that school, provided that sufficient school staff volunteer. The school level contact tracing will be managed through the OSHW contact tracing team. As part of their contact tracing work, the school staff member will provide updates of non-confidential information at Building level Safety Committee meetings for the Committee's consideration. School-based staff members who volunteer to participate in this program will perform contact tracing duties for student covid cases outside of their regular work hours and will receive the non-instructional rate of pay for each additional hour of work associated with this contact tracing. School-based staff members will volunteer to serve in this extra-duty role and must participate in the program for the full semester in which they sign up. All school staff members who assist with these contact tracing efforts must complete paid regular mandatory contact tracing training and sign a confidentiality agreement as part of this extra duty role.
- c) The District Safety Committee will provide support in creating contact tracing teams at schools that request support due to not having a school based CTU team in place during SY 2021-22.
- d) SY2021-22 school based contact tracing teams will be asked if they plan to continue to serve for SY23. CPS will offer new contact tracing training so that new members of school based contact tracing teams can be added, especially where SY 22 team members are no longer able to participate.
- e) Contact tracing team members may attend building level safety committee meetings as determined by the safety committee.
- f) The District Safety Committee will review the efficacy of contact tracing -- including analysis of what schools have school-based contact tracing teams and monitoring Covid-19 prevalence -- and identify schools where school-based contact tracing teams are needed.

5) **Ad Hoc COVID-19 Health and Safety Committees.** The Union and the Board will continue two levels of COVID-19 safety committees for the purpose of monitoring and enforcing implementation of and compliance with COVID-19 safety measures. CPS and the Union will develop a COVID-19 safety checklist for the building committees use.

- a) District-level COVID safety committee: The Union and the Board will designate four representatives each to serve on a health and safety committee to monitor, study, and finally resolve issues arising out of the return to in-person learning, including compliance with the CPS-CTU COVID-19 safety checklist. The District committee will meet at least weekly or more often as agreed to by the members throughout the course of the COVID-19 emergency. CPS' representatives on the District-level committee shall be the Board's Chief Health Officer or his designee, the Chief Facilities Officer or his designee, the Chief of Network Support or her designee, and the Labor Relations Officer or her designee. CTU will designate its committee members (employed by CTU or CPS) and notify CPS of its representatives prior to the first meeting of the committee (provided, committee members may be changed from time to time, with notice to the committee). The parties may invite subject matter experts to attend committee meetings if both parties consent. Issues referred by the building-level safety committees shall be resolved as quickly as possible, preferably within 24 hours but recognizing some issues may take longer to resolve, depending on the complexity. Upon notice to a school principal, safety committee designees shall be permitted to inspect any CPS school building.
- b) Building-level COVID safety committees: Building-level safety committees will be composed of the following from each school:
1. the principal;
 2. the building engineer, building manager or quality assurance manager, as selected by the principal;
 3. up to four CTU members, as selected by CTU;
 4. and a reasonable number of employees represented by other unions at CPS.

The building level committee shall develop safe practices and encourage and monitor compliance with CPS' COVID-19 health and safety protocols. If the committee observes or confirms violations of CPS' COVID-19 health and safety protocols at their school, the committee can make recommendations for resolution to the principal or the District-wide committee, 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 their collective bargaining agreement, including the right to file grievances.
- d) The Committees at both levels shall make every effort to organize meetings around a joint agenda, prepared and shared between the parties the day prior to the committees'

meetings. The District level committee meetings will start by addressing new referrals from the building level committees, specifically items referred to the District committee since the last committee meeting.

- e) The District- and Building-level Safety Committees shall have access to all reasonably available information, not exempt from disclosure by law, pertaining to enforcement of this Agreement.

6) **Vaccination**

- (a) CPS will maintain 4 regional vaccination sites.
- (b) CPS will continue to hold school-based vaccination events during SY23, in school communities and in collaboration with the CTU.
- (c) CPS shall coordinate with CTU and CDPH to connect CPS students and their family members to existing vaccination opportunities. CPS and CTU will partner with CDPH to ensure that students and families in high COVID-19 Community Vulnerability Index (CCVI) communities have access to the local vaccination opportunities being offered by CDPH and provider partners. CPS will also work with CTU to develop a plan for summer and the Fall to maximize the use of existing CPS school-based clinics and school-based medical personnel toward these efforts.
- (d) CPS shall provide educational materials on covid19 and vaccination, including providing CPS and CDPH-provided informational materials on vaccination sites and opportunities for vaccination appointments to interested families during back to school events and during report card pick-up. CPS shall also amplify publicly available information on vaccination opportunities for the hardest hit communities through official communications and social media throughout the school year. CPS will ensure the materials referenced in this paragraph are available in both English and Spanish.
- (e) CPS shall monthly provide CTU a list of all school-based vaccine events.
- (f) CPS shall monthly provide CTU with updated school-by-school aggregate student vaccination data. CTU and CPS will coordinate to support increasing vaccination and boosters at the schools with the lowest rates.
- (g) CPS employees shall be permitted to utilize paid work 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.

7) **School-by-School Remote Learning:** Members of the CPS Tactical Team will meet with CTU leadership regularly, if requested by CTU, to allow CTU to present to the CPS Tactical Team specific school COVID-19 concerns.

- a. CPS will use its COVID classroom mitigation protocol for classes with a reported positive case.

- b. Decisions to pause in-person learning and transition to remote learning on a school-by-school basis, unless prohibited by ISBE. A school will be eligible to transition to remote learning unless prohibited by ISBE and if either one of the following two conditions are met:

(1) **Teacher Absences**

Classroom Teacher absences due to COVID-19:

30% or more of a school's classroom teacher are absent for two consecutive days because of the employees' documented positive COVID-19 cases, as confirmed by the OSHW contact tracing team, or the employees' OSHW-directed isolation and where the school-wide teacher absence rate due to documented positive COVID-19 cases or OSHW-directed isolation remains at or above 25% with the use of substitutes or internal staff.

(2) **Student Absences**

All Schools:

- (a) During a COVID surge (defined as "high" community transmission/level 4 by CDC), more than 40% of the school's student population has been instructed to isolate by OSHW or CDPH.
- (b) During other periods (defined as "low, moderate, or substantial" community transmissions/ level 1-3 by CDC), more than 50% of the school's student population has been instructed to isolate by OSHW or CDPH.

c. Whole School Remote Learning Protocols:

- (1) **Safety Committee Decision:** On the day a school is deemed eligible to transition to remote learning, an emergency meeting will be convened by the Building Level Safety Committee (as established under the February 6 and April 15, 2021 MOAs) to review the specific school situation and prepare to mobilize the entire school to support a flip to remote.
 - (a) The Safety Committee will review the staffing situation or student absences to determine whether to flip the full school to remote.
 - (b) The Safety Committee must confirm a decision to flip the whole school to remote learning by a majority vote and after the vote, the principal will notify their Network Chief and the CPS Tactical Team, and the CTU delegate will notify the Union of the decision.
 - (c) If the Safety Committee votes to keep the school in-person, the principal will notify the Network Chief and the CPS Tactical Team, and the CTU delegate will notify

the Union of the decision. The school will be flagged for the CPS Tactical Team to monitor with CDPH and provide additional support to the school for in-person learning.

d. **Plan for Remote Learning:** If the Safety Committee votes to flip the full school to remote, the Safety Committee will develop a plan for all staff members to support student device distribution, meal distribution, communication with families, and logistics for return to in-person learning at the end of the remote learning period.

(1) **Timing of Remote Learning:** Consistent with the CPS flip-to-remote protocol, Remote Learning will start 24 hours after the Safety Committee meets and votes to flip to remote. Students will not receive synchronous learning, and teachers will prepare for remote learning during the day immediately following the Safety Committee meeting.

(2) **Teacher Attendance:** If a school transitions to full remote learning, all staff (who are not asked to isolate) will be required to report to work in-person, including on all preparation days.

e. **Return to In-Person Learning:**

(1) The school will resume in-person instruction after five school days unless otherwise recommended by CDPH.

(2) On the last day of remote learning, the Safety Committee will reconvene to review the plan to return to in-person learning and all staff members will participate in preparation for and notification to families of the return.

f. For the purposes of compliance with this Section, CPS shall provide access to daily automated reports on relevant covid-related student and staff attendance as well as regular reports on student and staff isolation to the Union and members of the Building-level Safety Committee.

8) **COVID-19 Supports:**

- a. **Phone Banking:** CPS and CTU will jointly work with the District Safety Committee to increase student participation in screening testing and student vaccination with the goal of achieving 100% participation. CPS shall continue phone banks for this purpose. Bargaining unit staff may volunteer to serve on phone banks to obtain informed consent from parents and guardians for student testing and to facilitate vaccination efforts. Volunteers will receive the non-instructional rate of pay for time spent phone banking outside of their regular workday.
- b. **COVID Captain:** CPS will provide a \$1,000 per semester stipend for a staff member to serve as the school's Student Testing and Vaccination Participation Captain, to conduct outreach to families, parent groups, and LSCs at each school. The school will include

Tentative Agreement

students, parents, community organizations and other stakeholders to participate in outreach efforts. Covid Captains shall be provided access to information necessary to effectively carry out their duties.

- 9) Substitutes:** CPS shall utilize the following incentives to encourage substitutes to accept assignments:

Sub Type	Incentive
Substitute Teachers (Day to Day and Provisional)	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 (with the minimum required number of days worked per month prorated for months with fewer than 8 Mondays and Fridays), will receive an additional monetary stipend of \$1,000 instead of the normal \$420 monthly stipend . 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 \$420 stipend
Substitute teachers (Cadres, Day to Day and provisional)	Work in high need schools to receive an extra \$45 a day
Regional Cadre Substitute Teachers	CPS will set aside \$10M to hire cadre substitutes to be assigned by Network. High needs networks will be prioritized. Regional Cadres with degrees in education will be paid at the rate for displaced TAT cadres under Appendix A.1J.ii of the CBA. CPS will remind principals of Board Rule 4-3.a.3.b., which states that cadre substitutes may only be assigned to fill the same position for up to 20 consecutive

student attendance days. After 20 consecutive student attendance days filling the same position, cadres who hold the required qualifications and submit an application will be granted an interview for the vacant position.

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

10) Accommodations. CPS will allow staff members 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 adhere to the requirements of the CPS Leave of Absence guidance as reflected in the Leave of Absence Handbook, including an employee's maximum eligibility of 25 work months, and last through the first academic quarter of SY 2022-23. 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 August 5, 2022.

Savings Clause. If any provision of this Agreement is invalidated the remaining terms shall remain in effect and the Agreement shall be construed as if such provision were removed.