Sample Contract/MOU Language: Reopening Schools During the COVID-19 Pandemic

PREFACE

This document is intended to supplement and be used with recent C4OB advisories regarding bargaining and organizing for a safe return to work, including Bargaining a Return to Work During the COVID-19 Pandemic and Difficult Economic Times (5/22/2020) and Health and Safety: What Will it Take to Reopen Schools? (5/31/2020), available to chapter leaders and staff on CTASearch.org and during the crisis to all members at CTA.org/C4OB, in the COVID-19 resource section. Much of the content of earlier C4OB sample Memoranda of Understanding (MOUs), available in those same locations, also applies here. Be aware that as conditions change, this sample language will by necessity be updated (so check frequently for any new information).

To date, local education agency (LEA) planning for school reopening runs the gamut from continuing distance learning to full in-person instruction with few protections, as if the virus never existed. In one week alone, we witnessed a large unified district consider continuing distance learning; reverse itself due to community complaints to plan in-person instruction only; shift again to sign a tentative agreement (TA) with the association for full distance learning to begin the year; to finally having the school board improperly vote to accept parts of the TA and reject others. Similarly, in the past week, we saw state guidance apparently shift over where and when face coverings should be worn in the school setting. It is an understatement to say that bargaining, and reaching lasting agreement, in the current environment is very difficult. For that reason, in addition to the content being negotiated, special attention should be paid to duration, reopener language, and/or allowing additional bargaining over this topic if/when the association believes it may be necessary.

Unfortunately, in addition to the rapidly changing landscape, some LEAs openly refuse to comply with guidelines intended to prevent spread of the virus. These LEAs point out that guidance does not compel them to do anything, that “it is only guidance,” which is often essentially true. In such cases, when school boards and administrators fail to lead, abdicating their responsibility to provide safe schools, local associations must accept the moral imperative to advocate for our members, students, and communities, especially for the most medically and socially vulnerable. During this difficult time, locals must engage in bargaining, organizing, coalition building, and collective action to force officials to do what is right and best, despite what may be their preference for a head in the sand approach or their fear of a small, vocal minority urging them to take no action. Entering in to binding agreements, whether through modification of existing contract language or in an MOU, is one of the most significant steps in that process.

As you review this document, which is arranged by the “type” of school opening you may face (in-person, virtual, hybrid), keep in mind the issues presented are not exhaustive and cannot serve as a “one size fits all” solution to every problem. The language is neither perfect (“model language”), nor necessarily designed to reach a rapid, compromise agreement. Rather, it is designed to enable leaders and staff to piece together proposals around reopening schools that get the chapter into the fight with strong language, applicable in most situations, that advances our best understanding of what will assist in making our schools safer and more instructionally sound.

When bargaining these issues, remember to document the district’s verbal and written responses. If the district is being unreasonable, pin it to its untenable positions. Chapters have the moral high ground in this fight. Use that to the advantage of our members, students, and communities (for more information on organizing in a virtual world, go to CTA.org/OrganizingResources).
However, before bargaining, always remember to review your existing collective bargaining agreement (CBA). Almost everything the district may want to do or attempt to change will likely already be covered by your CBA, if not directly at least tangentially. Make informed decisions about whether to agree to or initiate bargained changes or to enforce your existing CBA. In many cases, despite this highly unusual situation, your CBA may already establish sufficient rights.

For general examples of how to structure an MOU (opening and closing paragraphs, etc.), please see C4OB’s previous sample MOUs in the sections of the CTA website or on CTASearch, as noted earlier.

IN-PERSON LEARNING

Any in-person learning during the pandemic must abide by current federal (CDC), state (CDPH, CDE, Cal/OSHA), and local county/city public health department guidelines, all of which change as we learn more about the virus (always check for the latest updates) and/or are directly related to schools or indirectly related through guidance primarily intended for other industries or age groups.

Because the safety of students, staff, and communities is of paramount concern, the following issues should be considered in all return to school bargaining. And as with any sample language, staff and leaders should fully analyze the circumstances of each chapter, district, and CBA to modify proposals accordingly.

Adherence to Health Guidelines

As a threshold matter, language ensuring compliance with current federal, state, and local guidelines should be negotiated.

Sample: The District shall adhere to the COVID guidelines issued by the Centers for Disease Control and Prevention (“CDC”), California Department of Public Health (“CDPH”), California Department of Education (“CDE”), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), and the local public health department(s) issued as of [xx/xx/xx date]. The parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to those guidelines.

Physical Distancing

Physical distancing requirements fall under safety issues, a mandatory subject of bargaining. Workload is also implicated, as many safety requirements necessitate additional work not previously performed. Physical distancing, also known as social distancing, helps decrease spread of the virus in two ways: increasing the space between people to at least six feet and reducing the number of different people with whom a person interacts (reducing the number of contacts).

- **Classroom space** – ensure districts maintain at least six feet of space between student workspaces, as well as six feet of space between students and educators.

  Sample: The District shall ensure minimum physical distancing of six (6) feet between student workspaces, between educator and student workspaces, and between employee workspaces.

- **Student lunch** – unless physical distancing can be maintained in lunch settings, locals may have to consider having students eat in the classroom. If students congregate in large groups without physical distancing when outside of class, the preventative benefits of distancing are largely reduced. If lunch must be served in the classroom, consider compensation to members for loss of their duty-free lunch, such as additional hourly pay or equivalent paid time off.

  Sample: If the District requires students to stay in class for lunch, the District shall compensate unit members for the loss of their duty-free lunch at the unit member’s hourly rate of pay.
• **One-way directions/movement** – ensuring that movement through buildings is unidirectional maximizes physical distancing. Directional markers as well as physical distancing markers should be used.

• **Multiple and assigned entry points** – students tend to congregate in large groups at access points before and after school. Multiple access points should be used, as well as specifically assigned entrance and exit locations to limit congregation. Some locals may have before and after school duty requirements. More access points will require more personnel. If there is an increase in duty requirements, chapters should negotiate additional hourly pay or enforce existing contract language.

  *Note: if the CBA contains “professional day” language without defined hours, start and end times, or limits on additional duty, you will have to further define what constitutes time worked beyond the duty day. Sample language cannot be provided due to the unique circumstances of each local.*

• **Recess issues** – as with student lunchtime, to maximize distancing and limit contacts, changes will have to be made to recess, such as staggering times, maintaining intact groupings, having only outdoor recess, and/or preventing students from using shared equipment. This may require more personnel to ensure student compliance, thus increasing our workload. Chapters should negotiate additional compensation for the additional duties, similar to the language suggested above.

• **In-person staff meetings** – unless there is meeting space large enough to ensure six feet of physical distancing, in-person staff meetings, professional development, and other staff gatherings should be eliminated during the pandemic. Webinar platforms should be used instead.

  *Sample: The District shall not require in-person staff meetings or professional development if the District cannot ensure a minimum of six (6) feet of physical distance between all employees [and other relevant safeguards] for the duration of the meeting and for entering/leaving the meeting.*

**Personal Protective Equipment (PPE) or Essential Protective Gear (EPG)**
The equipment, care/cleaning, and use of PPE falls under safety, a mandatory subject of bargaining.

• **Masks** – facial coverings significantly reduce transmission of COVID-19. Chapters should negotiate that districts follow all guidelines, including the June 18 CDPH directive, as updated, to require the use of masks by students and staff.

  *Sample: The District shall require the use of facial coverings (“masks”) in accordance with federal, state, and local guidelines currently in effect. Individuals who cannot wear a mask because of a documented health issue shall instead be required to wear a face shield and neck drape (tucked into the shirt). Masks and face shields may not be required for children age two and under or for students with medical apparatus which prevents or obstructs the use of the apparatus.*

• **Face shields and drapes** – face shields with neck drapes tucked into the shirt are recommended for those who cannot wear a mask due to health conditions. See sample language immediately above.
• **N95 Respirators** – Respiratory protection is important for staff caring closely for individuals who get sick at the worksite with COVID-like symptoms and should also be considered for staff with high numbers of daily workplace contacts. Respirators must be fit-tested.

• **Hand sanitizer/soap** – [frequent hand washing](#) for a minimum of 20 seconds minimizes spread of the disease. Districts should be required to stock classrooms and restrooms with soap and/or hand sanitizer. Handwashing stations should be placed at entry/exit points and other strategic locations throughout worksites.

  **Sample:** The District shall comply with the following hand washing logistical requirements:
  
  a) every room with a sink shall be stocked with soap, hand sanitizer, and no touch hand drying equipment;
  
  b) every classroom shall be provided hand sanitizer;
  
  c) non-classroom workspaces shall be provided hand sanitizer;
  
  d) hand sanitizer or portable hand washing stations shall be provided at each ingress and egress point;
  
  e) all hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day.

**Other Health and Safety Issues**

Beyond physical distancing and PPE, chapters should ensure districts comply with guidelines and recommendations designed to additionally reduce the spread of COVID-19.

• **Daily cleaning and disinfecting** – classrooms, restrooms, and workspaces must be cleaned and disinfected daily.

  **Sample:** The District shall ensure all classrooms, restrooms, and workspaces are cleaned and disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, with products recommended by federal, state, and/or local health officials.

• **HVAC** – The CDC recommends ensuring that ventilation systems operate properly and increase circulation of outdoor air as much as possible, for example by opening windows and doors if it is safe to do so. Some newly constructed or renovated schools may not have windows that open. While no one method of prevention is 100% effective, layering prevention strategies helps reduce risk. Ventilation and filtration provided by HVAC systems can reduce the airborne concentration of the virus and thus the risk of transmission through the air. Many HVAC systems have an "economizer mode" which aims to decrease energy use by bringing in less outdoor air (i.e., less hot outdoor air on summer days that requires more energy to cool and less cold air on winter days that takes more energy to heat), thereby reducing the fresh air changes per hour. Many school systems are automated to switch to economizer mode, which under these circumstances should not be used.

  **Sample:** The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes per hour, including disabling demand-controlled ventilation, and open outdoor air dampers to 100% as indoor and outdoor conditions safely permit. Air filters shall be MERV-13 or higher and changed at the recommended intervals. Portables and/or other rooms without adequate central HVAC shall be equipped with low noise HEPA air filters with a large enough capacity and flow rate for the square footage of the room.
• **Health screening, testing, notification, and contact tracing** – Key to any preventative strategies are screening, testing, contact tracing of infected individuals, and notification of potentially infected people. Staff and students who have symptoms, have tested positive for COVID, or who have recently had close contact with anyone with the virus should stay home. A robust, regular testing program can identify asymptomatic and pre-symptomatic individuals, allowing them to isolate earlier and reduce opportunities for transmission. Locals should negotiate provisions that ensure the greatest protections while respecting privacy requirements.

*Sample:* The District shall ensure all students, employees, and visitors are checked for symptoms daily prior to entering school, including temperature checks via no touch thermometers. Visitors with any symptom consistent with COVID-19 (as identified by the CDC and other health agencies) shall be denied entry. Staff and students with any symptom consistent with COVID-19 or who have had close contact with a person with COVID-19 should be sent home or sent to an isolation room on site pending travel home.

Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing in conjunction with local health department officials. All persons who may have had contact with the infected individual shall be notified. The District shall notify the Association of the location(s) where the infected individual was present on the school premises during the suspected incubation/active infection period.

All bargaining unit members shall be provided the opportunity for free, onsite COVID testing on at least a weekly basis. Testing schedules shall be arranged to minimize delays and results shall be delivered to each unit member promptly, with all relevant privacy rights preserved. All protocols agreed to or in place for follow up contact tracing/notification shall be applied to this testing as well.

• **Handwashing** – Frequent handwashing reduces the rate of transmission. If handwashing facilities are not available or it is impractical to have students wash their hands prior to entering classrooms, hand sanitizer should be used.

*Sample:* Students, employees, and visitors shall be required to wash their hands or use hand sanitizer upon entering district sites and every time a classroom is entered.

• **At risk members** – Members who are in a high-risk group, or care for someone in their household who is, should not be required to provide in-person instruction.

*Sample:* Unit members who provide documentation of an underlying high-risk condition or reside with someone with documentation of an underlying high-risk condition shall not be required to provide in-person instruction. The District shall provide alternate work assignments without loss of compensation or benefits.

• **Accommodation Issues** – Chapters should plan for the possibility that some unit members may believe themselves to be unable to return to in-person instruction because either they or someone in their household is at high risk for contracting the virus. In approaching these concerns, locals should balance processes around priority for alternative remote or distance learning assignments with protections against mandatory and lengthy reasonable accommodation discussions that force the member into unnecessarily utilizing sick leave. Alternative remote assignments could include full-day intervention type positions that address loss of learning resulting from emergency school closures this past spring or other options. For more information on safety, refusals to work, and reasonable accommodations, see the recently released CTA Legal Advisory *Reopening Schools: Bargaining Regarding Safety and Refusals to Work in Unsafe Conditions* (6/22/2020)).
Sample: In the event a bargaining unit member is unable to return to in-person instruction because either they or someone in their household is at high risk for COVID-19, and an alternative or remote assignment is unavailable to them, such member shall be placed on paid administrative leave and continue to receive full salary and benefits without any deduction from the bargaining unit member’s accumulated sick leave.

- **Childcare Issues** – In addition to addressing and accommodating those who may be high-risk, locals may also consider processes to assist those unable to return to their normal assignment due to childcare issues arising out of the pandemic.

**Scheduling**

When reinitiating in-person instruction, districts may attempt to use a variety of alternative scheduling models to meet physical distancing guidelines. Staff and local leaders must carefully analyze existing CBA language and decide whether to rely on that existing language or to demand to bargain changes. There are too many variations and models to comment on them all, but a few are highlighted below.

- **Alternate days scheduling** – students physically attend school two or three days per week and engage in distance learning the remaining two or three days. Absent a significant reduction in required curriculum, this model will likely result in an increased workload for unit members who provide instruction. Locals should enforce the CBA to prevent workload increases or bargain additional compensation as an alternative.

  **Sample:** The District shall make every effort to avoid increases to unit member workload. Any change to the instructional schedule that increase a unit member’s workload shall be compensated at the unit member’s hourly rate of pay.

  **Sample:** During the 2020-21 school year and to address safety and health concerns arising out of the current COVID pandemic, student attendance shall follow alternate day scheduling. The five-day workweek (Monday through Friday) for all bargaining unit members shall include four (4) days in-person instruction and one (1) pupil free day per week. When students are not present on campus, they shall be assigned asynchronous distance learning activities. Pupil free days shall be reserved for bargaining unit member preparation and planning time. Pupil free days shall not be utilized for staff meetings or professional development. One (1) pupil free day per week shall be scheduled for weeks during the school year when, due to a holiday or break, the workweek is less than five days. The parties agree to meet immediately to review the current 2020-21 school year calendar to schedule all weekly pupil free days.

- **Teacher rotation at the secondary level** – rather than have students move from class to class, students are kept in a cohort group to minimize spread of the disease. Teachers rotate from class to class instead. This necessarily means that teachers share every classroom rather than having their own assigned classroom and will need to bring materials with them. Locals should anticipate member needs in this area and bargain accordingly.

  **Sample:** Unit members who are required to rotate between classrooms shall be provided lockable rolling storage cabinets. The District shall structure the class schedule to minimize as much as possible the number of total contacts, distance unit members must travel between classes, and assist those who have physical barriers to such movement.
• **Split day scheduling** – students are split into morning and afternoon cohorts to reduce the numbers at school at the same time, providing some physical distancing via smaller class sizes. This model is likely to significantly increase workload and should be reviewed carefully. Sample language like the alternate day scheduling should be considered.

• **Assignment to a distance learning position** – Assuming the district maintains some distance learning – whether as a core feature of its program or as a more limited alternative for those unable to work in person – it is important to negotiate how those assignments are made.

  **Sample:** The following procedures shall apply to the assignment of remote work:

  (a) The District shall post and notify all bargaining unit members of remote assignment vacancies via district email to all bargaining unit members. Vacancies shall also be posted on the District website. The vacancy shall contain the title and brief description of the position, the credential requirements for the position, and a closing date which is at least [x] calendar days following the posting date. The unit member’s request for a remote assignment must be submitted via email. The request may include the reasons for the bargaining unit member’s request, including that they are seeking the remote assignment because either they or someone in their household is high risk for COVID-19. Such information shall not be utilized or perceived by the District as a request for a reasonable accommodation.

  (b) Priority for remote assignments shall be given to those individuals who are requesting the remote assignment because either they or someone in their household is high risk for COVID-19, in order of seniority.

  (c) If after giving priority of assignment to these individuals, there is additional remote work available, the remaining assignments shall be filled in order of seniority.

  (d) In the event a unit member is unable to return to in-person instruction because either they or someone in their household is high risk for COVID-19, and a remote assignment is unavailable to them, such bargaining unit member shall be placed on paid administrative leave and continue to receive their full salary and benefits without any deduction from the bargaining unit member’s accumulated sick leave.

**DISTANCE LEARNING**

• C40B previously issued [sample contract language](#) on distance learning that includes proper training and support for educators, as well as limits on class sizes and preparations. Much of that language continues to be relevant to those districts reopening under a distance learning model. The following language may also be considered by chapters bargaining MOUs for planned reopening under a distance learning model.

  **Sample:** In preparation for the 2020-21 school year, the parties recognize the need to address the district’s learning environment and instructional model given the continuing pandemic. It is in the mutual interest of the parties to abide by the recommendations of public health officials to prevent illness and further spread the virus. The parties recognize that schools are critical to daily life and that collaboration between local public health, education officials, and educators is the best means to determine and balance competing concerns surrounding school reopening decisions. In accordance with guidance from the Centers for Disease Control and Prevention (“CDC”), California Department of Public Health (“CDPH”), California Department of Education (“CDE”), the California Department of Industrial Relations Division of Occupational Safety and Health...
(Cal/OSHA), and [the local public health department] issued as of xx/xx/xx date, the parties recognize and agree that reopening under a distance learning approach is necessary at this time [and will proceed as conducted this past spring, with x modifications, and until further review and/or negotiations take place, or until x date].

- **Preparation for Distance Learning** – Chapters should consider adjusting the start of the academic calendar to allow for additional prep days at the beginning of the year to provide time to prepare distance learning materials, syllabus/schedule, as well as to attend district professional development on relevant distance learning issues (i.e., the district LMS system, virtual/interactive instruction, student engagement, etc.) and to make adjustments to last school year’s approach(es), as needed.

  Sample: The first [x number] of day of the work year will be scheduled as non-instructional days and reserved for staff planning and preparation of distance learning materials and professional development in distance learning. [Additional specifics may be added here, as needed].

- **Pay/Benefits** – Sample: While working under the current distance learning model, bargaining unit members shall continue to receive their full compensation and benefits. If extracurricular duties can and are performed, bargaining unit members shall continue to receive stipends and/or additional pay, as provided for under the collective bargaining agreement.

- **Working Remotely** – Sample: Bargaining unit members shall not be directed or required to report to the district in person while working under the current distance learning model.

- **Access to Worksite** – Sample: Under the current distance learning model, bargaining unit members may access and work from their classroom/office worksite during regular school hours as they deem necessary. In the event a bargaining unit member reports to a district worksite, he/she shall be responsible for following state, county, and local public health recommendations. Except when working independently in their classroom/office, while on district premises, bargaining unit members shall maintain six feet physical distancing between themselves and other individuals and be required to wear a face mask. Staff who cannot wear a mask because of a documented health issue shall be required to wear a face shield and neck drape (tucked into the shirt). [Additional conditions required for safe, in-person work should be added here; see the previous section regarding In-Person Instruction for more information].

- **Bargaining Unit Member Expectations** – For districts currently exploring reopening under a distance learning model, we anticipate staff responsibilities and expectations to be more involved and rigorous than those required under the emergency school closure in the spring. Bargaining should include discussions of maintaining reasonable instructional standards and expectations for the delivery of a quality distance learning model that includes meaningful interaction, engagement, and social supports with/for students.

  Sample: Bargaining unit members shall determine the means and method for providing distance learning based on appropriate standards-based instruction, their resources, and their students’ ability to access the curriculum. Under the current distance learning model, bargaining unit members shall be responsible for planning appropriate standards-based instruction, responding to parents and students in a timely manner, supporting diverse learners, building rapport and connections with students, regularly monitoring student work completion and participation,
providing students feedback, and reporting non-participation to the site administrator for additional outreach and follow up.

- **Syllabus** – Sample: Bargaining unit members shall develop and post a syllabus with information on accessing the District’s LMS system, virtual curriculum, virtual standards, contact information, grading policy, and office hours/interactive instruction.

- **Scheduling** – Sample: Except for office hours and/or interactive instruction, bargaining unit members shall set their schedule asynchronously. Bargaining unit members are expected to work and be available during their normal contractual work hours and workdays. To provide students and parents with consistency and to avoid conflicts, office hours/interactive instruction shall be scheduled during the same times each week. Office hours shall be used to provide student support, feedback, and clarification and may be conducted via phone, email, and/or other virtual platforms. Interactive instruction should include content that requires student interaction with their teacher/classmates, content that engages a student in making a response, content that engages students in a visual way, and provides the bargaining unit member opportunities to provide the student encouragement and feedback.

- **Office Hours/Interactive Instruction** – Sample: A minimum of [x number of] hours per week of office hours/interactive instruction shall be scheduled each week. Bargaining unit members shall provide advance notification to students and parents if a change to the schedule is necessary.

- **Evaluation** – Locals should consider postponing discussion around evaluation in the event the District returns to in-person learning later this fall. Locals should review current timelines in the CBA to address modifications needing clarification due to postponement and set a date by which the parties will renew this discussion.

**HYBRID LEARNING**

In addition to items discussed in the in-person and distance learning sections above, and in previous advisories/sample language, chapters should address these additional issues that may arise in a hybrid learning environment, whichever form it may take. One form of hybrid learning has some students distance solely learn and some students solely attend in-person. A second form has all students engaged in some distance learning and some in-person learning.

- **Assignment of distance teaching v. in-person teaching** – chapters should negotiate language determining which members are assigned to teach in-person classes and which are assigned to teach distance learning classes. Although there are numerous examples of how assignments are made (i.e., seniority), this sample focuses on high risk needs.

  *Sample: Upon request of the unit member, the District shall assign unit members who have an underlying high-risk condition (as defined by the CDC), or reside with a person who does, to distance learning. If there are more distance learning assignments than unit members with an underlying high risk, the District shall seek volunteers to fill the remaining distance learning assignments. If there are not enough volunteers, the District shall fill the remaining assignments in order by reverse seniority.*

- **Class size discrepancies** – it may be necessary to have smaller class sizes for in-person learning with the remaining students engaging in distance learning. For example, two 30 student classes split into one 15 student in-person class and one 45 student distance learning class.
Sample: Unit members who are assigned additional students to achieve in-person physical distancing shall receive a stipend of $_____ per semester.

- **Increased workload** – unit members assigned to teach both in-person and distance learning may have increased workload. Chapters may consider negotiating additional compensation and/or prep time.

**CONSULTATION ISSUES**

It is inevitable that any path chosen during the pandemic will have some deleterious effect on learning. Reopening schools without any protections will undoubtedly result in outbreaks which will cause students who become ill to miss weeks of school and likely unable to complete learning activities while ill. Chapters should take a proactive approach and exercise their right to consult over educational methods and standards. Rigorous courses of study should take into account the current learning environment and be adjusted accordingly, while maintaining the highest standards possible.

**SCHOOL RE-CLOSURES**

Local outbreaks that do not rise to the level of a statewide shelter-in-place order will need to be evaluated on a case by case basis, including analyzing the threat of further exposure based on the learning model used by the District. Chapters should consult with local county health department officials when outbreaks occur and demand to bargain if a closure is necessary. Please review all prior [C4OB advisories and MOUs](https://www.cta.org) on school closures.

*Sample: The District shall immediately notify the Association when an outbreak occurs. The District and the Association shall jointly contact the local public health department to determine if schools and worksites should be closed. If closure is recommended by the local public health department, the District and Association shall immediately bargain the impact and effects of the closure.*

**SELF-HELP/SAFETY STRIKES**

Many chapters will work with districts collaboratively to reopen schools in the safest manner possible. Unfortunately, some districts will obstruct, delay, refuse to bargain, or engage in hard bargaining and refuse to come to reasonable agreements. In this context, unit members may find it necessary to exercise individual rights to refuse to work. Chapters may also find it necessary to engage in unfair practice strikes, safety strikes, and/or post impasse strikes. In these situations, chapter leaders must consult with their CTA Primary Contact Staff person prior to engaging in these actions. For more information, see the recently released [CTA Legal Advisory Reopening Schools: Bargaining Regarding Safety and Refusals to Work in Unsafe Conditions (6/22/2020)](https://www.cta.org).

**CONCLUSION**

Chapter leaders must carefully analyze their CBAs and any proposed reopening plans to formulate an appropriate plan of action, with existing federal, state, and local guidelines incorporated to meet local needs. At this point, it is unlikely there will be state or federal mandates fully directing local action; for the most part, agencies will instead continue to issue guidance. Therefore, chapters must organize, bargain, and take collective action to ensure safe schools for our members, students, and communities.

This advisory will likely change as additional guidance is released or health conditions change. As always, questions regarding these issues should be directed to your CTA Primary Contact Staff person.