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## Proposals Recommended for the 2024 CBA

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**Introduction:** The current CTU-CPS contract expires on June 30, 2024. This document reflects the draft of initial contract proposals that the CTU will submit to CPS to begin bargaining if the House of Delegates provides its consent. CTU delegates will be asked to vote on the contract proposal language at the **House of Delegates meeting on Wednesday, March 6, 2024**. These proposals reflect the recommendations of the rank and file constitutional citywide Professional Problems Committee (PPC) who met repeatedly in February to review and vet CTU member and committee submissions provided in December and January.

Exact language is still subject to change per further review by CTU attorneys and officers. This is an internal document for members only.

Members can access the current 2019-24 contract for comparison here: <https://www.ctulocal1.org/wp-content/uploads/2023/01/CPS-CBA-2019-24.pdf>.

**NOTE:** Proposed new language is in red, proposed deleted language is shown in ~~strikethrough~~. Some submissions may be used as fallback proposals. Portions of the current contract where no proposed change is recommended are omitted from this document for brevity.

### ARTICLE 1 RECOGNITION

#### 1-12. Professional Problems Committees.

1-12.1. School-Based Professional Problems Committees. Each school shall establish a Professional Problems Committee to discuss school operations, contract administration issues and any new BOARD instructional program or joint BOARD-UNION initiative, or new local initiatives prior to or at the time of its implementation at the local school level. The committee shall be composed of the principal and no fewer than three and not more than five members identified by the UNION delegate at schools with 150 or fewer CTU bargaining unit employees; and 1 additional committee member identified by the UNION delegate for every 30 bargaining unit employees above 150. The UNION delegate shall be the chairperson of the Professional Problems Committee. The UNION delegate shall notify the principal of the UNION representatives as soon as they are elected and report any changes in representatives as soon as possible. The committee shall meet at least monthly during a principal directed preparation period without loss of compensation, ~~and the parties shall jointly establish the agenda at least forty-eight hours prior to each meeting.~~ Meetings in addition to regularly scheduled monthly meetings shall be scheduled by majority vote. The UNION delegate shall provide a proposed agenda to the principal at least forty-eight hours prior to each meeting. The principal shall be permitted to propose agenda items to the UNION delegate, also at least forty-eight hours prior to each meeting. If agreed the principal's agenda proposals are to be added to the agenda, the principal's agenda topics are to be added to the bottom of the agenda, unless otherwise agreed upon by a majority of the full Professional Problems Committee. Neither party shall outright reject the other's proposals so long as the proposal references a CPS/CTU Contract Professional Problem.

The principal and the chairperson of the Professional Problems Committee shall exchange in a timely manner available and pertinent information concerning the operation of the school when such information is necessary for the understanding and resolution of professional problems under discussion by the principal and the Professional Problems Committee. Information to be shared with the PPC includes, but is not limited to:

- The school budget
- Full staff list of any and all employees assigned to the school, including union and non-union employees
- The UNION delegate shall be updated of any change of the staff list.
- Specific counts of class sizes for each course section



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- Regular & Cluster classes should include a total student count per period
- Inclusion classes should separate regular education students and students with service minutes for that specific class due to 70/30 inclusion rules.
- Each section should include the course number, period it takes place, the student count, the name of the teacher(s), what level it is, and whether or not it is an inclusion class.
- Annual Budget documents, including both CPS and Non CPS revenue sources (School Alumni Associations, PTA's, grants, etc), dollar figures, expected expenditures, and any other relevant information that would be needed for a staff member to review, understand, and audit where the school's money comes from and where it goes.
- List of teachers who are assigned a 6th class/overtime class.
- List of teachers who are not assigned an advisory w/supporting information for the teacher's release time.
- List of teachers who are assigned non-regular schedules.

Pertinent information shall be shared in a timely manner when the principal receives any communication from Chicago Public Schools that includes information relevant to the PPC. Non specific communications & documents received from Chicago Public Schools, including citywide communications from CPS Departments, to be shared with the full PPC.

The principal or the UNION delegate may invite consultants or resource persons to attend the meeting to discuss specific agenda items with **48 hours'** advance notice to the committee members. The committee shall decide whether and how to report the proceedings of the meeting to school staff. Professional Problems Committee members shall have the authority to gather information from school staff through interviews on non-instructional time, without the prior approval of the BOARD or any administrator.

1-12.2. City-Wide Professional Problems Committee. A City-Wide Professional Problems Committee shall be established with members representing clinicians, PSRPs assigned to the Office of Diverse Learner Supports and Services and other city-wide employees. The committee shall be composed of the Chief Officer of the Office of Diverse Learner Supports and Services or their his-or-her designee and between eight and twelve city-wide employees designated by the UNION. The committee shall meet at least four times a year without loss of compensation and shall also meet with clinician managers if possible.

1-12.3. Substitute Teacher Professional Problems Committee. A Substitute Teacher Professional Problems Committee shall be established with members representing temporarily assigned teachers, Cadre substitutes and day-to-day substitutes. The committee shall be composed of the Chief Talent Officer or their his-or-her designee and between eight and twelve substitute teachers designated by the UNION. The committee shall meet at least four times a year, and employees shall be paid their daily rate for attending such meetings.

### 1-14. Periods for UNION and Local School Council Business.

1-14.1. UNION Delegates. All UNION delegates and UNION District Organizers shall be provided with ~~two~~ one additional forty-minute or the length of a class period, whichever is longer, duty-free period per month during which time they shall conduct UNION business, including, but not limited to, the investigation of professional problems and grievances, development of Professional Problems Committee agendas, distribution of *bona fide* Union materials and maintenance of the UNION bulletin board. UNION delegates and UNION District Organizers shall be permitted to combine their monthly duty-free periods to be released to attend UNION-conducted training and professional development. In addition, city-wide delegates and UNION District Organizers shall be provided with two forty-minute periods each school year, one per each city-wide in-service day, during which time they shall be allowed to conduct Union business.

1-14.2. Teacher Representatives on Local School Councils. Teacher representatives on the Local School Council shall be provided with ~~one~~ two additional forty-minute or the length of a class period~~s~~, whichever is



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longer, duty-free period per month during which time they shall conduct Local School Council business. Teacher representatives shall receive all LSC documents (internal accounts report, budget proposals or updates, student discipline data, school or program audits) within 48 hours of a regularly scheduled LSC meeting from the principal or their designee.

1-14.3. LSC Attendance Release Time. If an LSC meeting, whether regularly scheduled or a special meeting, is called during the school day, class coverage will be provided to members of the LSC who are on staff at the school. If a staff member wants to attend a meeting at their school during the school day, class coverage should be available so that they can speak during public comment.

1-14.4. LSC Meeting Translation. Upon request, the schools shall translate LSC meetings into languages other than English using translation programs, software and/or contracted translators.

1-14.5. Posting Minutes. Approved LSC and PPLC minutes shall be posted both in person at the school and electronically on the school website for members and the public to access within 48 hours of approval.

### **1-17. Leaves of Absence for Union Business, ~~or~~ Elected Public Office, ~~or~~ Appointed Public Office.**

**1-17.1. Number and Length of Leaves.** The BOARD shall grant fifty appointed teachers, clinicians, or PSRPs elected or appointed to full-time positions with the UNION, the Chicago Teachers Union Foundation, the Illinois Federation of Teachers, the American Federation of Teachers or the Chicago Federation of Labor-Industrial Union Council, or elected or appointed to municipal, county, state, or federal office, leaves of absence without pay in increments of twelve calendar months for the purpose of accepting these positions upon appropriate application by the UNION or in the case of elected office upon appropriate application by the employee. The BOARD shall extend those leaves in increments of twelve calendar months.

**1-17.2. Health Care and Dental Benefits During Leaves.** Bargaining unit employees who are on leaves for Union business or elected public office may continue their health care and dental benefit coverage, provided that they pay the full cost of such coverage.

**1-17.3. Pension Contributions During Leaves.** Bargaining unit employees who are on leaves for Union business or elected public office shall be permitted to pay the contributions required or permitted by law to be made by the employee and the BOARD to the Public School Teachers' Pension and Retirement Fund of Chicago or the Municipal Employees' Annuity and Benefit Fund of Chicago to ensure that full credit for retirement purposes is granted for the time spent on such leaves of absence.

**1-17.4. Seniority Accrual on Leave.** Bargaining unit employees who are on leaves for Union business or elected public office shall continue to accrue seniority with the BOARD, and the leave of absence will not be considered a break in service.

### **1-17.5 Return from Leave**

**1-17.5(a). Appointed Teachers, Clinicians or PSRPs Elected as UNION Officers.** An appointed teacher, clinician or PSRP who is elected as President, Vice President, Recording Secretary or Financial Secretary of the UNION, and who decides to return to BOARD employment following the conclusion of their his-or-her first term in office shall be returned to their his-or-her original position in their his-or-her original school or unit. An appointed teacher, clinician, or PSRP who is elected as President, Vice President, Recording Secretary or Financial Secretary of the UNION and who serves more than one term and decides to return to BOARD employment following the conclusion of their his-or-her last term in office shall be assigned to an equivalent position in their his-or-her area of licensure.





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1-17.5(b). *Other Teachers, Clinicians or PSRPs and members elected to Public Office.* If a teacher, clinician or PSRP on UNION leave, not covered by subsection 1-17.5(a) decides to return to BOARD employment within one year of the beginning of the UNION leave, the teacher, clinician or PSRP shall be returned to their his-or-her former position in their his-or-her former school or unit. If such a teacher, clinician or PSRP decides to return to BOARD employment after one year from the beginning of the UNION leave, they he-or-she shall be assigned to an equivalent position in the area of their his-or-her licensure. A teacher, clinician, or PSRP elected to municipal, county, state, or federal office who decides to return to the BOARD at the conclusion of their his-or-her elected office shall be assigned to an equivalent position in their his-or-her area of licensure.

1-17.6. Classroom Teaching During UNION Leaves. Teachers who are on a UNION leave may teach classes for which they are properly certified, subject to the voluntary agreement to such arrangement between the teacher and the principal or head administrator of the school or unit.

1-19. **Union Meetings.** On twenty-four hours' advance notice to the principal or head administrator of a school or unit, the UNION shall have the right to schedule meetings in the building before or after regular duty hours and during lunch time of bargaining unit employees involved in matters concerning their employment, the provisions of this Agreement and for the conduct of Union business, provided said meetings do not interfere with an in-service or general faculty meeting previously scheduled and posted prior to the twenty-four hour notification given to the principal or head administrator by the UNION. Where such meetings are held outside of the operating hours of that school or unit, the UNION shall pay the additional costs. The UNION President or their his-or-her designee has the right to attend Union meetings at a school or unit, provided he or she complies with the protocols for visits to CPS premises. Additionally, the UNION shall be allowed forty-five (45) minutes to meet with employees at the start of the school year during the Professional Development days prior to the start of student attendance days for the purpose of presenting information about the UNION. For employees hired during the semester, the school administration and school UNION delegate will schedule mutually agreed upon meeting time within two weeks of the employee's starting date for the new employee and the UNION to meet during the work day. There shall be no loss of pay for any participating employees. The Union delegate shall be given up to 10 minutes per principal directed PD day to discuss Union/Board business with CTU members.

1-23. School Administrator CBA Training. The BOARD and the UNION shall develop a mandatory annual training for school principals and assistant principals on compliance with the terms of this Agreement.

1-24. **Professional Personnel Leadership Committee.** Every school shall establish a Professional Personnel Leadership Committee. The BOARD shall promote and support Professional Personnel Leadership Committees over the Instructional Leadership Teams as mandated by state law. As outlined by Illinois State law:

105 ILCS 5/34-2.4a) (from Ch. 122, par. 34-2.4a)  
Sec. 34-2.4a. Professional personnel leadership committee.

(a) At each attendance center operated pursuant to this Article, a professional personnel leadership committee consisting of (i) up to 7 members elected each school year who are certified classroom teachers or other certificated personnel, who are employed at the attendance center, and who desire to be members of the committee and (ii) the 2 teacher members of the local school council. The teacher members of the local school council shall serve as co-chairs of the committee, or one teacher member of the local school council chosen by the committee shall serve as chair of the committee. The size of the committee shall be





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determined by the certified classroom teachers and other certificated personnel at the attendance center, including the principal.

(b) The purpose of the committee is to develop and formally present recommendations to the principal and the local school council on all matters of educational program, including but not limited to curriculum, school improvement plan development and implementation, and school budgeting.

(c) For the elected committee members, the principal shall convene a publicized meeting of all certified classroom teachers and other certificated personnel, at which meeting those certified classroom teachers and other certificated personnel present, excluding the principal, shall elect members to serve on the committee. A staff member eligible to vote may vote for the same number of candidates in the election as the number of members to be elected, but votes shall not be cumulated. Ties shall be determined by lot. Vacancies shall be filled in like manner.

(d) All committee meetings shall be held before or after school with no loss of instructional time. Committee members shall receive no compensation for their activities as committee members.

(e) In furtherance of its purpose, the committee shall have the authority to gather information from school staff through interviews, on non instructional time, without the prior approval of the principal, the local school council, the board, the board's chief executive officer, or the chief executive officer's administrative staff.

The committee shall meet once a month with the principal to make recommendations to the principal regarding the specific methods and contents of the school's curriculum and to make other educational improvement recommendations approved by the committee. A report from the committee regarding these matters may be an agenda item at each regular meeting of the local school council.

The principal shall provide the committee with the opportunity to review and make recommendations regarding the school improvement plan and school budget. The teacher members of the local school council may bring motions concerning the recommendations approved by the committee, which motions shall formally be considered at meetings of the local school council.

By the fifth week of each school year, the principal or their designee shall convene a public meeting, including school staff, to hold nominations for the PPLC.

As outlined by Illinois State law:

105 ILCS 5/34-2.4a) (from Ch. 122, par. 34-2.4a)  
Sec. 34-2.4a. Professional personnel leadership committee.

(a) At each attendance center operated pursuant to this Article, a professional personnel leadership committee consisting of (i) up to 7 members elected each school year who are certified classroom teachers or other certificated personnel, who are employed at the attendance center, and who desire to be members of the committee and (ii) the 2 teacher members of the local school council. The teacher members of the local school council shall serve as co-chairs of the committee, or one teacher member of the local school council chosen by the committee shall serve as chair of the committee. The size of the committee shall be determined by the certified classroom teachers and other certificated personnel at the attendance center, including the principal.

(b) The purpose of the committee is to develop and formally present recommendations to the principal and



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the local school council on all matters of educational program, including but not limited to curriculum, school improvement plan development and implementation, and school budgeting.

(c) For the elected committee members, the principal shall convene a publicized meeting of all certified classroom teachers and other certificated personnel, at which meeting those certified classroom teachers and other certificated personnel present, excluding the principal, shall elect members to serve on the committee. A staff member eligible to vote may vote for the same number of candidates in the election as the number of members to be elected, but votes shall not be cumulated. Ties shall be determined by lot. Vacancies shall be filled in like manner.

(d) All committee meetings shall be held before or after school with no loss of instructional time. Committee members shall receive no compensation for their activities as committee members.

(e) In furtherance of its purpose, the committee shall have the authority to gather information from school staff through interviews, on non instructional time, without the prior approval of the principal, the local school council, the board, the board's chief executive officer, or the chief executive officer's administrative staff.

The committee shall meet once a month with the principal to make recommendations to the principal regarding the specific methods and contents of the school's curriculum and to make other educational improvement recommendations approved by the committee. A report from the committee regarding these matters may be an agenda item at each regular meeting of the local school council.

The principal shall provide the committee with the opportunity to review and make recommendations regarding the school improvement plan and school budget. The teacher members of the local school council may bring motions concerning the recommendations approved by the committee, which motions shall formally be considered at meetings of the local school council.

1-24.1. No district or principal appointed committee or body can select or mandate curriculum; set grading policies; choose and plan professional development; oversee school improvement plans, restorative practices, or school budget items; or any other duties or responsibilities enshrined in Illinois state law as responsibilities of a school's Professional Personnel Leadership Committees.

1-24.2. PPLC members shall be granted release time from their regular duties upon request. PPLC members shall receive compensation at their instructional rate of pay for work performed in accordance with the committee, including but not limited to, committee training sessions.

1-24.3. PPLCs shall collaborate with student voice committees at their school prior to making any formal recommendations to the LSC.

1-24.4. In absence of a PPLC, the school based PPC shall function in its place outlined by state law until a PPLC can be formed.

1-24.5. LSC and PPLC Vacancy Notification. Within 48 hours of an LSC or PPLC vacancy, schools shall post notice of the position available outside the main entrance of the school building and via electronic communication which can include website, newsletter or email.

1-24.6. Anonymous Principal Evaluation. No later than February 1st of each school year, the PPLC shall distribute an anonymous non-binding Principal evaluation feedback form or survey created by the PPC to all



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staff members. The survey may be approved by the BOARD and/or CPS legal department. The PPLC shall present the results of the form or survey to the LSC staff representatives to be shared with the members of the LSC. If the school does not have a functioning PPLC, the LSC staff representatives or PPC members shall create and share the non-binding feedback form to the school staff members.

1-24.7. Principal Contract Renewal Poll. In the fourth year of a Principal's contract and no more than 160 days prior to the contract expiration, an anonymous non-binding poll shall be sent to all staff members by the PPLC or the PPC to assess the members' desire to renew the Principal's contract for an additional four years at their school. The data from this poll shall be shared with the LSC. If the school does not have a functioning PPLC, the LSC staff representatives, or PPC members, or CTU's delegate's designee shall share the non-binding poll with the school's staff members.

### **ARTICLE 2 EQUAL EMPLOYMENT OPPORTUNITY**

**2-1. Prohibition on Discrimination.** No employee shall be discriminated or retaliated against on the basis of race or ethnicity, ethnic group identification, national origin, nationality, ancestry, creed, color, age, gender or sex (including pregnancy, childbirth, breastfeeding, and pregnancy related medical condition), marital status, civil unions, legally recognized domestic partner status, military/veteran or military discharge status, disability, or actual or perceived sexual orientation, gender identity or expression, religion, parental status, immigration status, genetic information, refusal to submit to a genetic test or make available the results of a genetic test, or political belief or affiliation (not union related); the utilization of benefits authorized by this Agreement or BOARD policy; membership or participation in, or association with the activities of, the UNION; filing grievances or resolving grievances and professional problems; or participation in any committee, council or group, including but not limited to, the Professional Personnel Leadership Committee, Professional Problems Committee or Local School Council. Prohibited discrimination and retaliation for union activity includes, but is not limited to, interfering with union activity and adverse action on the basis of filing a grievance, engaging in union organizing, acting in concert with one or more other employees for mutual aid and protection or to improve working conditions, asserting a collectively bargained right, requesting union representation, or organizing or attending a union meeting. Grievances alleging discrimination or retaliation for union activity shall be subject to the expedited grievance arbitration procedure under Article 3-8.3.

### **ARTICLE 3 GRIEVANCE AND ARBITRATION PROCEDURE**

#### **3-9. Grievance Mediation.**

3-9.1. Neutral Grievance Mediators. The BOARD and the UNION shall establish a permanent panel of four neutral grievance mediators. Mediators may be removed from the permanent panel by written notice from one party to the other requesting removal. Cases pending before a removed mediator shall not be affected. The parties shall make every effort to agree upon a substitute mediator.

#### 3-9.2. Grievance Mediation Panel Meetings and Authority.

3-9.2(a). *Mediation Panel.* Either the UNION or the BOARD may request that a grievance be submitted to mediation. Grievances submitted to mediation shall be submitted to a five-person mediation panel consisting of a mediator selected by the parties and two permanent representatives designated by each party. One of the BOARD's representatives shall be a current or former principal. The parties shall establish regular meeting





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dates for the mediation panel, occurring no less often than twice per month or more frequently as is necessary to ensure that all grievances submitted to mediation are heard within six months of the grievance filing date.

3-9.2(b). *Submission to Mediation.* Within five school days of the selection of a mediator, the parties will contact the mediator directly and notify the mediator of ~~their his or her~~ appointment, request available mediation dates and mutually agree to a mediation date. At least seven calendar days before the mediation session, the mediator shall mail notice of the date, time and place of the session to the BOARD and the UNION. The mediator for good cause shown may postpone the mediation session or extend any period of time upon request of a party or upon ~~their his or her~~ own initiative and shall postpone the session or extend any period of time upon mutual agreement of the parties. Prior to the mediation session, the BOARD and the UNION will submit to the mediator all relevant grievance documents for the grievance or grievances to be addressed at that session. Mediation sessions will be conducted upon request of the BOARD or the UNION on an as needed basis.

3-9.2(c). *Recommendations and Resolutions.* If appropriate, the mediation panel may make recommendations for resolution to the Chief Executive Officer and the UNION President. If the Chief Executive Officer and UNION President mutually agree to a resolution for a specific grievance, that agreement will be reduced to writing, executed by the parties and implemented. All resolutions shall be non-precedential and not cited in any arbitration case or labor board, administrative or judicial proceeding. In the event of a resolution, the grievance will be withdrawn with prejudice.

3-9.3. *Lack of Resolution.* If the parties cannot mutually agree to a resolution, they may mutually agree to table and further mediate the grievance at a subsequent mediation session. Absent a resolution or an agreement to table the grievance, the grievance will proceed to arbitration. Any grievance agreed to be submitted to mediation (other than under Article 29-4 or 29-5) and not considered by the mediation panel within sixty school days after the request for mediation will be submitted to arbitration.

3-9.4. *Requests for Grievance Mediation Simultaneous with Arbitration Demand.* Simultaneously with a demand for arbitration under this Article, the UNION may submit a written request for mediation to the Director of Employee Engagement. The grievance will proceed to mediation unless the Director of Employee Engagement notifies the UNION, in writing, within ten school days that the BOARD does not agree to submit the grievance to mediation. Within ten school days of receiving the UNION's demand for arbitration of a particular grievance, the Director of Employee Engagement may request, in writing, that the grievance be submitted to mediation. Any such grievance will proceed to mediation unless the UNION notifies the Director of Employee Engagement, in writing, within ten school days that it does not agree to submit the grievance to mediation.

3-9.5. *Availability of Mediation Procedures.* The UNION and the BOARD may at any time agree to use the mediation procedures of this Section to assist in the resolution of grievances.

3-9.6. *Mediation-Arbitration for Grievances.* Within fifteen school days after receiving the decision of the Chief Executive Officer or the Director of the Office of Administrative Hearings or their designee, pursuant to Article 3-7 or 3-8, the UNION only may submit a grievance to mediation under Article 3-9. The mediation panel and procedures outlined in Article 3-9 shall be employed when the UNION requests mediation, except that the neutral mediator shall issue a final and binding decision resolving the dispute if the parties are not able to reach agreement on a resolution.

### ARTICLE 4 ELEMENTARY SCHOOL



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Placeholder Proposal: The relevant provisions of the CBA, including but not limited to Articles 4 and 5, shall be amended as follows:

Reading is fundamental for all children. It is why all our schools need librarians, especially at the elementary level. This will ensure our students have access to books, all the books their hearts desire, the ability to conduct research, and the opportunity to read the world without restriction.

Elementary educators need more time to prepare engaging and evidence based reading (and other) instruction to create engaging and culturally relevant curriculum and work directly with school based literacy coaches.

Elementary educators require more opportunities to collaborate with various departments; more time for play and imagination that can be led by Teacher Assistants and support staff; adequate time for students to eat healthy and tasty meals; smaller class sizes that permit educators to provide more direct instruction or be paid for the overages; A curriculum that is responsive to the needs of the students and larger community built by the staff, students and parents through the PPLC.

Prep time will be equitable across high school and elementary settings.

**4-1. Regular School Day.** The regular school day is defined as any day of student attendance. The regular school day for early childhood and elementary school teachers shall not exceed seven hours with a continuous lunch period of forty-five minutes with no work responsibilities. Teachers' lunch shall not be scheduled before the first scheduled student lunch period and shall not be scheduled after the last scheduled student lunch period. Each teacher's day shall be comprised of no more than 296 minutes of instruction, 15 minutes of non-classroom supervision and 60 minutes of continuous duty-free preparation. Four days each week the teacher's preparation time shall be self-directed; one day each week this period shall be principal-directed. Teachers shall be entitled to preparation periods on professional development days, testing days, and school improvement days, and all such similar non-regular work days.

4-1.1. Preparation Periods During Shortened Weeks. The Board shall adopt language for preparation periods when there are less than 5 days in the work week.

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**4-10. Determination of Professional Development Activities.** In the spring semester of every school year, the PPLC, or in its absence the PPC, shall develop and formally present recommendations to the principal and the local school council on professional development activities for the school staff for the subsequent school year. The principal shall determine professional development activities, that are comprehensive, specific and meaningful, for the subsequent school year after hearing the recommendations of and in consultation with the Professional Personnel Leadership Committee, or in its absence the PPC.

Arts teachers shall only be required to attend professional development relevant to Arts Instructors, and shall be permitted to attend citywide arts professional development offered by the district. All teachers may, without needing principal permission, attend at least one content-area specific professional development during the school year.

4-20. [NEW] Student programming review. Instructional staff shall review individual student schedules before the school year to ensure Special education (70/30) ratios and integration of English language learners.



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### ARTICLE 5 MIDDLE SCHOOL

**5-1. Regular School Day.** The regular school day is defined as any day of student attendance. The regular school day for middle school teachers shall not exceed seven hours with a continuous lunch period of forty-five minutes with no work responsibilities. Teachers' lunch shall not be scheduled before the first scheduled student lunch period and shall not be scheduled after the last scheduled student lunch period. Each teacher's day shall be comprised of no more than 296 minutes of instruction, 15 minutes of non-classroom supervision and 60 minutes of continuous preparation time. Four days each week the teacher's continuous duty-free preparation time shall be self-directed; one day each week this period shall be principal-directed. Teachers shall be entitled to preparation periods on professional development days, testing days, and school improvement days, and all such similar non-regular work days.

5-1.1. Preparation Periods During Shortened Weeks. The Board shall adopt language for preparation periods when there are less than 5 days in the work week.

[NEW] Advisory Period. A thirty minute advisory period once a week paid at the teacher's regular rate of pay may be added to the elementary school schedule by following the procedures for waivers outlined in Appendix C.

**5-2. Model Middle School Schedules.** The BOARD and the UNION shall develop up to five models for middle school schedules. The models shall be disseminated to the schools by March 1, 2013. The principal, in conjunction with the Professional Problems Committee, shall select two of the models, and the UNION's teacher members shall vote for one of the two and determine the schedule through a secret ballot majority vote.

5-2.1. Placeholder language for differentiating between departmentalized teachers/schedules and self-contained teachers.

-Departmentalized teachers have a defined content area (Math, Science, Reading, Social Studies, Writing) and work in a team setting

-Self contained teachers teach all subjects to one group of students (traditional elementary school setting)

**5-3. Beginning and Ending Times.** The day normally shall begin at 8:30 a.m. and end at 3:30 p.m.; however, the principal (or the Chief Executive Officer if appropriate) may change the beginning and ending times after making ~~their his or her~~ best effort to achieve the affirmative concurrence of the majority of the classroom teachers.

**5-10. Determination of Professional Development Activities.** In the spring semester of every school year, the PPLC, or in its absence the PPC, shall develop and formally present recommendations to the principal and the local school council on professional development activities that are comprehensive, specific and meaningful, for the school staff for the subsequent school year. The principal shall determine professional development activities for the subsequent school year after hearing the recommendations of and in consultation with the Professional Personnel Leadership Committee, or in its absence the PPC.

Arts teachers shall only be required to attend professional development relevant to Arts Instructors, and shall be permitted to attend citywide arts professional development offered by the district. All teachers may, without





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needing principal permission, attend at least one content-area specific professional development during the school year.

[NEW] 5.11. Department Meetings. One period every six school weeks shall be allowed for departmental meetings during the school day, provided that this does not necessitate the dismissal of students or cancellation of classes.

[NEW] 5.12. Compensation for Planning Graduation Activities. Middle School teachers required to plan 8th grade graduation ceremonies shall be compensated at their hourly rate of pay.

[NEW] 5.13 Student programming review. Instructional staff shall review individual student schedules before the school year to ensure Special education (70/30) ratios and integration of English language learners.

### ARTICLE 6 HIGH SCHOOL

**6-1. Regular School Day.** The regular school day is defined as any day of student attendance. The high school day may begin and end at different times from school to school as determined at the local school level following discussion between the principal and local school faculty, but shall not exceed 435 minutes in length for a high school teacher. The high school teacher is to be in their his-or-her room with the class ready to teach at the time designated on the teacher's schedule. The regular school day shall consist of eight fifty-minute periods, including five teaching periods, and up to thirty-five minutes of passing periods. Any special bell schedule that involves teacher supervision of students shall deduct time spent supervising students from the regular class periods. High school teachers shall have a continuous lunch period of fifty minutes with no work responsibilities, except that, if the regular lunch period is shortened to less than fifty minutes, the teacher's school day shall be shortened an equal number of minutes, including testing days. Teachers' lunch shall not be scheduled before the first scheduled student lunch period and shall not be scheduled after the last scheduled student lunch period. Each teacher's schedule shall include seven fifty-minute duty-free, self-directed preparation periods per week. Each teacher's schedule shall include three principal-directed preparation periods per week, which shall be used only for staff development, teacher collaboration, advisory (one per week), department meetings, subject area team meetings and other professional preparation activities. Teachers shall be entitled to preparation periods on professional development days, testing days, and school improvement days, and all such similar non-regular work days.

When the work week is less than 5 days, preparation periods will provided as follows:

- 4 Day Week = 6 Self/2 Principal
- 3 Day Week = 4 Self/2 Principal
- 2 Day Week = 3 Self/1 Principal
- 1 Day Week = 2 Self/0 Principal

**6-3. Advisory Periods.** A thirty-minute advisory period once a week paid at the teacher's regular rate of pay may be added to the fifty-minute high school schedule by following the procedures for waivers outlined in Appendix C.

6-3.1 Advisory periods used for interventions, RTI work, and other guidance of students. They are considered instructional.



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A. When instructional time is taken from other periods one day a week and made an advisory. That advisory is unpaid. Transition periods are shortened throughout the week so that teachers have less required on-site time per week.

B. When the work day is extended to include an advisory, teachers must be paid their hourly rate.

6-3.2 Division/home-room. Division periods are not instruction periods. They are used primarily for attendance, announcements and distribution of material. Divisions are cohorts of students maintained over the schedule of a high school career.

**6-4. Consultation with Department Chairs.** The principal shall consult all department chairpersons in connection with programming the respective school departments. Prior to March 1, each department chairperson shall submit written recommendations to the principal or the principal's designee concerning the programming of the department for the following school year. Department Chairs shall consult with and make recommendations to the principal on department budgets, course offerings, course programming, etc.

**6-5. Placement of Students in Advanced Placement and Other Specialized or Leveled Classes.** The student, teacher, counselor, administrator and/or programmer shall consult with each other in placing students in advanced placement, specialized or specially leveled classes. The PPC shall discuss and advise the principal when student programming issues are reported.

**6-7. Determination of Professional Development Activities.** In the spring semester of every school year, the PPLC, or in its absence the PPC, shall develop and formally present recommendations to the principal and the local school council on professional development activities for the school staff that are comprehensive, specific and meaningful, for the subsequent school year. The principal shall determine professional development activities for the subsequent school year after hearing the recommendations of and in consultation with the Professional Personnel Leadership Committee, or in its absence the PPC.

Arts teachers shall only be required to attend professional development relevant to Arts Instructors, and shall be permitted to attend citywide arts professional development offered by the district. All teachers may, without needing principal permission, attend at least one content-area specific professional development during the school year.

**6-8. Art Facilities.** New buildings shall include adequate facilities in all classrooms designated for the teaching of art, including adequate lighting, sinks and cabinet and storage space.

6-8.1. Media Arts. Media Arts teachers shall have preference in creating their own schedule that allows the teacher to manage equipment and devices effectively. Media Arts teachers shall have access to necessary supplies designated by the teacher by the first day of instruction each school year. Each workstation shall be equipped with electrical cords, connectors and mice that are compatible with the updated and relevant technology (PC/MAC) used in the course. Each Media Arts course offered to students shall have a clear course description and be taught by a certified arts teacher.

**6-10. Availability of Chorus and Instrumental Music and Science Rooms.** The chorus room, instrumental music rooms and science rooms shall be made available to the chorus or instrumental music teacher during their his or her preparation period ~~whenever possible~~.

**6-14. RESERVED, Credit Recovery.** ESL/BIL/DUAL credit recovery courses shall be made available as needed.



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**6-17. Materials Service Centers.** As funds, staff and space are available, a materials service center to provide commonly used films, tapes, records, filmstrips, maps, diagrams, ~~and~~ paperback books, and all other materials as recommended by the UNION High School Steering Committee shall be provided in every high school.

**6-19. Science Laboratory, Art, Music, and Drama Teachers.** High school science laboratory teachers, Art, Music, Drama or any teacher required to set-up equipment in order to provide instruction shall not be assigned a division or advisory.

**6-24. Nomination and Election of Department Chairs.** ~~Principals shall solicit the input of department members prior to nominating department chairs. The principal shall nominate one or more candidate(s) in each department to serve as department chairs. Faculty members within the department in that department will conduct a secret ballot vote to elect/confirm the department chairs. The term of the department chair shall be two years. Department chairs will receive an additional preparation period per day to perform department chair duties. If that ILT is converted to the PPLC, which can not legally meet during school hours, the department chair will be given time during the day to prep.~~

**6-26. Advanced Placement Exam Grading.** The BOARD shall allow teachers to grade Advanced Placement examinations through the College Board for compensation without loss of pay.

**6-27. Middle School Students Enrolled in High School Classes.** The BOARD shall ensure that anytime middle school academic students are enrolled in high school classes, the teachers and administrators for the students in question shall be notified, have their class rosters modified accordingly, and shall have access to the records of the students in question.

**6-28. Day of Civic Action.** The BOARD, in collaboration with the UNION, shall designate a day of civic action to assist students who are of age to register to vote and cast votes.

**[NEW]6-29. Student Programming Review.** Instructional staff shall review individual student schedules before the school year to ensure Special education (70/30) ratios and integration of English language learners.

**6-30. Sixth Class MOU.** The November 9, 2023 Memorandum of Understanding Concerning High School Teachers – Additional Teaching Period (Overtime Indicator) and Impacted Preparation Period is hereby incorporated into the Agreement by reference.

### ARTICLE 7 TEXTS AND SUPPLIES

**7.2 Text Committees.** ~~Text committees shall be established in each school composed of teachers elected by their peers and may be subject area specific as appropriate, including, but not limited to, the subjects of English, social studies, mathematics, science, business, and foreign language and special education. There shall always be at least one special education teacher on the committee. Text committees shall present written recommendations to the principal and the Professional Problems Committee concerning the purchase of texts and related instructional materials. Any approved text list shall be made available to the schools by February 1 of each school year whenever possible.~~





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**7-5. Texts, Instructional Materials and Supplies Distribution and Collection.** Teacher-editions of texts, instructional materials, curriculum guides for each subject area and supplies shall be available for distribution to teachers and an assigned classroom with a teacher desk on the first day of teacher attendance of the regular school year and the summer school session. This includes curricular components of transitional bilingual education (TBE), transitional program instruction (TPI), dual language and English language acquisition (digital and nondigital), which shall be centrally funded. Student texts shall be distributed no later than the end of the first week of student attendance. School principals shall confer with the Professional Problems Committee on ways to expedite the distribution of texts to students. Collection and inventory of texts shall not be required before the last week of school. Teachers shall keep an accurate account of the educational equipment and materials issued to them for instruction of their classes. The principal shall consult with grade level representatives and/or department chairs (including a special education representative) and PPLC to determine the selection of texts and instructional materials. To the extent possible, each school shall ensure that staff is provided adequate and appropriate technology, current and culturally relevant curriculum guides and materials, both physical and digital copies for their classrooms. All decorations or educational items required by administration for the school classrooms shall be paid for and provided by the school administration.

**7-6. Supply Money.** Each Fiscal Year, the BOARD shall appropriate sufficient funds to each school or unit to provide allreimburse bargaining unit employees teachers, counselors, clinicians, and speech-language paraeducators up to \$250.00 a stipend of \$300.00 per employee for instructional supplies and materials, classroom library books and therapeutic materials purchased by them for student instruction and support. Each school shall have a minimum annual Fine Arts budget equivalent to \$15/student. Principals and head administrators shall approve the reimbursements in accordance with the procedures developed by BOARD, and such reimbursements shall be paid by the end of the semester in which the receipts were submitted. Employees shall be reimbursed for reasonable purchases for classroom and school use. Additionally, the BOARD procedures will make clear that purchases by teachers, counselors, clinicians, and speech-language paraeducators are presumed to be reasonable and will not be denied for reimbursement unless clearly outside of a reasonable classroom or school use consistent with Board policy. If certain categories of purchases are being denied for reimbursement, the BOARD and the UNION shall meet and discuss whether they are reasonable and, if determined to be reasonable, the BOARD shall authorize an expeditious reimbursement. No later than the start of the 2020-21 school year, the BOARD shall retain mutually agreed upon vendors where bargaining unit employees in each of the above-listed titles can purchase supplies from prepaid accounts in the amount of up to \$300.00~~250.00~~ per year.

### ARTICLE 8 PROFESSIONAL DEVELOPMENT TEACHERS AND TEACHER LEADERS

#### 8-1. Professional Development Teachers.

8-1.1. Placement. All professional development teachers assigned to instructional or professional development schools whose daily duties include instruction and professional development activities beyond a regular teacher's work day (i.e., 6.25 hours exclusive of lunch and seven hours inclusive of lunch) shall be placed in teacher positions with a value of 1.2, and their compensation for their regular hours of work shall be considered regular salary and pensionable under Article 36-4.1.

8-1.2. Regular Work Day. The regular work hours of professional development teachers in 1.2 positions in instructional or professional development schools will include an additional 1.25 actual work hours (or seventy-



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five minutes) beyond the professional development teachers' work day. In every case, however, the total number of hours actually worked by professional development teachers in instructional or professional development schools (including the two ten-minute breaks) shall be 7.5 hours, exclusive of the forty-five-minute lunch period with no work responsibilities. The regular work day for professional development teachers in 1.2 positions at instructional or professional development schools shall not exceed 8.25 hours, including two ten-minute breaks and a forty-five-minute lunch period with no work responsibilities.

8-1.3. Additional Work Hours. If in any payroll period a professional development teacher's hours of work exceed seventy-five hours, the BOARD shall pay the professional development teacher for the additional time at their his-or-her hourly rate of pay.

8-1.4. Reclassification. The BOARD may reclassify professional development teacher positions to regular teacher positions with a 1.0 value at the BOARD's sole discretion at the conclusion of a school year.

8-1.5. Relevant Professional Development. Professional development teachers shall not be required to attend professional development sessions that are clearly inapplicable to their job descriptions. The Principal will review written objections sent by professional development teachers and make determinations pertaining to the applicability of planned professional development sessions, responding in writing.

8-4. Fine Arts Resident Program. The BOARD shall develop a resident teacher cohort for all fine arts disciplines. This cohort shall be part of the teacher certification program for potential teachers with a bachelors degrees in Fine Arts who desire to be certified teachers. Students in the resident cohort shall be compensated while teaching and commit to teaching in Chicago Public Schools for a minimum of three (3) years.

### ARTICLE 9 PARAPROFESSIONAL AND SCHOOL-RELATED PERSONNEL

**9-1. Work Schedule and Work Space.** PSRPs are on duty seven hours and fifteen minutes each school day, ~~exclusive of a forty-five thirty-minute lunch period.~~ PSRPs shall be scheduled for a ~~forty-five ten-minute prep period per day, relief period during the morning and a ten-minute relief period during the afternoon.~~ PSRPs assigned to a local school site shall not be required to sign out for lunch unless they are leaving the school building. The hours of arrival and departure and lunch time are designated by the principal. In setting the starting and ending time for PSRPs, principals shall not act arbitrarily or capriciously nor shall they establish these times as a form of discipline. The BOARD shall provide adequate work space for all PSRPs, including citywide PSRPs, appropriate to their job duties. The work space shall include, at minimum, a desk, chair, access to a computer, working copiers, printers and telephones.

**9-2. PSRP Professional Support and Evaluation Plan.** The parties agree that the BOARD shall follow its PRSP Performance Evaluation Guidelines as customized for various employees within the bargaining unit, as it was promulgated on August 1, 2014.—Employees who are rated unsatisfactory shall be afforded a one year the-remediation opportunity whose guidelines are provided for in the plan.\_

9.6.1. Suspension. PSRP's will not be subject to unpaid suspensions prior to dismissal by the Chief Executive Office of the BOARD.

#### 9.6.2. PSRP Discharge Procedures

9.6.2.1. The Office of Employee Engagement has the right and authority to suspend an Employee, with pay, pending the outcome of a dismissal hearing. Before a Union Employee is suspended, he shall be afforded a pre-suspension hearing in the Office of Employee Engagement so that the



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Employee may be informed of the allegations against him, and to provide the Union Employee with an opportunity to rebut the allegations leveled against him. The Office of Employee Engagement may suspend Employees, pending a discharge hearing, only in cases where the misconduct is in violation of the Board's drug/alcohol policy, any of the enumerated offenses as defined in the Illinois School Code, sexual misconduct, severe physical abuse, or other egregious violations.

9.6.2.2. The Office of Employee Engagement has the right to remove, with pay and benefits, an Employee from his position on a temporary basis where the best interests of the Chicago Public Schools and the students are served by such a removal.

9.6.2.3. Where the discharge of an Employee is recommended, the Board's Law Department will draft Dismissal Charges that will set forth the charges and specifications alleged against the Employee. These Dismissal Charges shall be approved by the Chief Executive Officer, or his designee.

9.6.2.4. The Employee shall be afforded the opportunity to have a dismissal hearing at the Office of Employee Engagement that will be conducted by a Hearing Officer that shall be designated by the Office of Employee Engagement. The hearing procedures shall include, but may not necessarily be limited to the following:

1. The Employee shall be entitled to notice of the Dismissal Charges prior to the hearing.
2. At the hearing, the Employee may appear on his own behalf or be represented by one person of his choice. The Employee shall have the right to be present, to respond to the Dismissal Charges, present oral and/or written evidence, including the direct examination and cross-examination of witnesses. The Hearing Officer has the authority to administer oaths, to limit testimony and evidence, and to rule on motions presented by the parties but should not make arguments on behalf of either party. The hearing will be recorded by a means determined by the Hearing Officer.
3. Once the hearing has closed, the Hearing Officer will summarize the evidence and make recommended findings of facts and conclusions of law to the Office of Employee Engagement. The Office of Employee Engagement has the authority to accept or reject the Hearing Officer's recommendations.
4. If the Office of Employee Engagement determines that the discharge of the Employee is not warranted, then the Office of Employee Engagement shall issue a decision that specifies the level of discipline which shall include the following options: (1) transfer to another school; (2) a written reprimand; or (3) that no discipline shall be imposed.
5. If the Office of Employee Engagement determines that the discharge of the Employee is warranted, then he shall submit his findings and conclusions to the Chief Executive Officer. The Chief Executive Officer may decide to decrease the severity of the recommended discipline. If the Chief Executive Officer agrees with the findings and conclusions of the Office of Employee Engagement to discharge the Employee, then the Chief Executive Officer shall report his decision to the Board.
6. The Board will determine whether to accept or reject the Chief Executive Officer's recommendation to discharge the Employee. The Board may also decide to decrease the severity of the discipline as well. If the recommendation to discharge the employee is accepted by the Chief Executive Officer then, and only then can the employee be taken off pay status. The determination of the Board shall be appealable at the discretion of the union as specified in Article 29-5. If the appeal is successful and the Employee is entitled to back pay based, then such back pay shall be paid as quickly as practicable.





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**9-9. Advance Step Placement.** When the BOARD appoints a PSRP to a full-time teaching position and the PSRP has been employed by the BOARD for a minimum of one full school year ~~without a break in service~~ prior to appointment to the teaching position, the BOARD shall place the PSRP on a step equivalent to ~~their~~ his or her years of service as a PSRP with the BOARD up to Step ~~75~~. ~~They~~ He or she shall retain all accumulated sick and personal business days accumulated as a PSRP. All additional applicable benefits shall be transferred to said new teacher and ~~they he or she~~ shall be granted one year of teacher seniority for the years employed as a PSRP.

9-9.1 PSRPs with a Master's Degree will be placed in Lane 4 of the teacher Salary scale.

9-9.2. Credit for outside service. A PSRP shall be allowed salary step placement for prior experience outside of CPS service up to 7 years of outside experience.

### **9-16. Teacher Assistants.**

9-16.1. Recess Duty. In schools where there are two or more teacher assistants and where outside recess is scheduled, and where the principal determines that all teacher assistants are not needed for recess duty, the recess duties of the teacher assistants shall be rotated.

9-16.2. Crossing Activities. The BOARD, principals and head administrators shall not assign PSRPs to work outside the school traffic zone designated by traffic control barricades or to perform traffic control activities, including setting up barricades. The BOARD, principals and head administrators are not prohibited from requiring PSRPs to escort children across streets adjacent to the school and may require them to carry stop signs. They may also station PSRPs at the street corners within the school zone traffic barricades defining the school zone; however, PSRPs shall not be assigned outside the parameters of the school.

9-16.3. Reclassification of Teacher Assistants. The BOARD shall not reclassify a teacher assistant to a special educational classroom assistant who does not perform diapering and feeding.

9-16.4. IEP or 504 Support. Teachers Assistants or Instructor Assistants support shall be included in a student's individualized Education Plan or 504 plan when appropriate. The BOARD shall seek Title 1 and IDEA funding to support the hiring of any and all bargaining unit members supporting IEPs and 504 plans.

### **9-18. Computer Technicians and Technology Coordinators I, II and III.**

9-18.1. Work Space and Equipment. Each school shall provide a desk and a chair for the computer technicians and technology coordinators I, II and III. Telephone service and computer access shall be available.

9-18.2. Professional Orientation Workshops and In-Service Meetings. The BOARD and the UNION recognize the value of professional orientation workshops and in-service meetings. A minimum of one city-wide in-service meeting per school year shall be scheduled during the school day for computer technicians and technology coordinators I, II and III.

9-18.3. Transfers. Seniority will be considered in the selection of computer technicians and technology coordinators I, II and III seeking transfer to an announced vacancy. For this purpose, seniority shall be determined from the date of hire.



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9-18.4. Work Orders. Computer technicians and technology coordinators I, II and III shall receive work orders only from the principal and the assistant principal.

9-18.5. Position Consolidation. The Computer Technician will be consolidated into the Technology Coordinator position.

9-19.1. American Sign Language Interpreters Regular School Day. [Was Article 21-17.] The regular day for sign language interpreters shall be seven hours and forty-five minutes with a continuous duty-free lunch period and no work responsibilities. Each interpreter's school day shall include 45 minutes of continuous duty-free preparation time. Four days each week, the interpreter's preparation time shall be self-directed. One day each week, this period shall be directed by the principal(s) or the interpreter supervisor for interpreter-related preparation or duties, e.g., IEP meetings and/or collaboration with the IEP team. The Board shall ensure that qualified substitutes are provided for ASL Interpreters who are absent.

9-19.2. Professional Development. The Board will offer Sign Language interpreters enough professional development credit to meet the minimum state required continuing education hours.

9-21. Financial Support for Teacher Candidates and Guest Teacher Pipeline. In consultation with the Union, the BOARD will increase its financial commitment, including provision of health insurance, to support PSRPs, quest teachers, (and other teacher candidates involved in schools such as parents) who desire to pursue becoming classroom teachers in CPS. The Board shall secure funding to ensure that said candidates receive financial support and health insurance. The BOARD, in consultation with the UNION, shall develop pipeline program to recruit quest teachers and quest PSRPs to become regular full- and part-time licensed teachers and PSRPs.

9-22. Flex Days. PSRPs shall participate in flex days in the same manner as regular teachers.

9-23. PSRP Break in Service Rules. PSRPs shall not be subject to the different break-in-service rules than teachers, including with respect to seniority, probationary status, and salary schedule step placement.

9-24. Transferrable Seniority. Years of experience shall be transferable between SECA and PSRP positions for purposes of seniority and salary schedule step credit.

9-25. Reporting of Unused Sick Days to MEABF. The BOARD shall ensure that PSRPs' unused sick days are reported to MEABF for pension service credit, and that all necessary retroactive reports are made.

9-26. Religious Holidays. PSRPs shall have the same rights to take religious holiday benefit time as teachers.

9-27. Homebound Services. The BOARD with input from the UNION shall create a plan for homebound students that will allow for support and assistance from PSRPs.

9-28. The BOARD will seek federal funding reimbursement to fund TA, Instructor Assistant and any other PSRP positions that service Special Education students.

9-29. PSRP Job Description. The BOARD will annually update PSRP job descriptions and send those to the Union.



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9-30. **Miscellaneous Workers.** After 20 work days Misc Workers shall be transferred by the Board PSRP positions that closely align to the job duties they perform such as clerk, technology coordinator, instructor assistant, etc. These members will be paid in accordance with the salary scale of the position that they are transferred into. The Board will also assist these employees in becoming highly qualified.

9-31. **Municipal Employee Annuity Benefit Fund.** The BOARD and the UNION agree to jointly advocate for statutory change to the Municipal Employee Annuity Benefit Fund to include health insurance subsidies for retirees, retiree representation on its board, more information on MEABF investment and losses, and increases on minimum compensation caps on retiree earnings.

9-32. **Docking of PSRPs.** The BOARD shall not dock any PSRP pay for any reason.

9-33. **Teacher Assistants.** The BOARD shall assign at least one teacher assistant or instructor assistant to every Pre-K through 3rd grade class in the school district.

### ARTICLE 10 OTHER POSITION TITLES

The BOARD-UNION October 27, 2023 Memorandum of Understanding Concerning Baseline Terms for all Newly Accreted PositionTitles is hereby incorporated by reference into the Agreement.

#### 10-1. YOUTH INTERVENTION SPECIALISTS ("YIS) CLASSIFICATION.

**A. *Job Duties/Responsibilities.*** Youth Intervention Specialists shall only perform work in conformity with applicable statutes, established guidelines and their job description. Youth Intervention Specialists shall not perform the work of other positions and the BOARD shall update their job description to reflect this prohibition.

**B. *Exempt Status.*** YISs are non-exempt employees.

**C. *Status Quo after Recognition.*** No YIS shall suffer a loss in salary or benefits due to the agreement to bring YISs into the bargaining unit.

**D. *Applicability of the Collective Bargaining Agreement.*** All provisions of the CBA applicable to PSRPs also apply to YISs unless they specifically conflict with the provisions of this Article.

**E. *Regular Work Day.*** YISs shall work an 8-hour workday, inclusive of a forty-five minute duty free lunch period. All travel time is part of an 8-hour workday, except travel to and from the school each day. The practice of two attendance swipes per day shall be maintained. The work day shall normally begin at 8:30 a.m. and end at 4:30 p.m.; however, the start and end times may vary according to the school start and end times as well as any meetings prior to or after the regular work day (e.g., if a YIS is assigned to a school that starts at 8:30 a.m. and has mandatory administrative meetings at 7:30 a.m., the YISs day would start at 7:30 a.m. and end at 3:30 p.m.). It is understood that YISs may be required to work outside their regular workday or workweek schedule.

**F. *Work Year.*** YISs are employed on a 208-day basis.





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### G. Salary.

1. **Grade.** YIS employees shall be placed on Grade GA10.
2. **New hire step placement.** New hires will be placed on Step 1 or any appropriate advanced step in accordance with CPS policies.
3. **Incumbent Employee Step Placement.** Effective July 1, 2016, the Board will place employees on payroll as of October 31, 2019 ("incumbent YIS employees") on a step in accordance with the following principles:
  - a) All YIS incumbents except those identified in subparagraph (b) will be placed on the step closest to their salary as of July 1, 2016 or their respective date of entry into their position without going under.
  - b) Those identified in the attached chart will be placed on the appropriate step commensurate with their years of service as follows: one year of service credit for every two years of service in a CTU position from the initial hire date to their entry date in the YIS position provided that the step has a salary equal to or greater than their current salary.
4. **Retroactive Step.** As soon as practicable after placing them on the appropriate step under paragraph three above, the Board will pay incumbent YIS employees any retroactive step pay due to them between July 1, 2016 and the date of actual step placement within six pay periods after the execution of this agreement.
5. Effective immediately, incumbent YIS employees step anniversary date will be July 1<sup>st</sup>.

### 10-2. FAMILY ENGAGEMENT COORDINATOR ("FEC") AND COMPREHENSIVE SERVICE COORDINATOR ("CSC") CLASSIFICATIONS.

**A. Job Duties/Responsibilities.** Family Engagement Coordinator's and Comprehensive Service Coordinators shall only not perform any work not in conformity with applicable statutes, established guidelines and their job description. The BOARD shall provide FECs with a comprehensive lists of job duties that differentiates the responsibilities for Network FECs from that of Early Childhood FECs. No FEC will be required to do more than 12 school visits per month.

**B. Exempt Status.** FECs and CSCs are exempt professional employees.

**C. Status Quo after Recognition.** No FEC or CSC shall suffer a loss in salary or benefits due to the agreement to bring them into the bargaining unit.

**D. Applicability of the Collective Bargaining Agreement.** All provisions of the CBA applicable to PSRPs also apply to FECs and CSCs unless they specifically conflict with the provisions of this Article.

**E. Regular Work Day.** FECs and CSCs shall work an 8 -hour workday, inclusive of a forty-five minute duty free lunch period. All travel time is part of an 8-hour workday, except travel to and from their first and last work location each day. The practice of one attendance swipes per day shall be maintained. The work day shall normally begin at 8:30 a.m. and end at 4:30 p.m.; however, the start and end times may vary per the manager



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or according to the school start and end times as well as any meetings prior to or after the regular work day (e.g., if an FEC or CSC is assigned to a school that starts at 8:30 a.m. and has mandatory administrative meetings at 7:30 a.m., the FECs or CSCs day would start at 7:30 a.m. and end at 3:30 p.m.). It is understood that FECs or CSCs may be required to work outside their regular workday or workweek schedule.

F. **Work Year.** FECs and CSCs are continuously employed on a 12 month, 52-week basis.

### G. **Salary.**

1. **Grade.** FEC and CSC employees shall be placed on Grade G08.

2. **New hire step placement.** New hires will be placed on Step 1 or any appropriate advanced step in accordance with CPS policies.

3. **Incumbent Employee Step Placement.** Effective August 1, 2018 for FECs and July 1, 2019 for CSCs, the Board will place employees on payroll as of October 31, 2019 ("incumbent FEC and CSC employees") on a step in accordance with the following principles:

a) An FEC or CSC who has not been employed for 12 months or more as of October 31, 2019, will be placed on the step closest to their current salary without going under.

b) All other FECs and CSCs will be given step credit for all years as a FEC, CSC, Head Start Educational Resource Assistant, Head Start Health Resource Assistant, Head Start Parent Resource Assistant, or Head Start Social Service Resource Assistant from their initial hire date to their entry date in the FEC or CSC position. For those who have no experience in the above positions those members will be given one year of service credit for every two years of service in a CTU position from the initial hire date to their entry date in the position provided that the step has a salary equal to or greater than the FEC and CSC's current salary.

4. **Retroactive Step.** As soon as practicable after placing them on the appropriate step under paragraph three above, the Board will pay incumbent FECs any retroactive step pay due to them between August 1, 2018 and the date of actual step placement within six pay periods after the execution of this agreement. The Board will pay incumbent CSCs any retroactive step pay due to them between July 1, 2019 and the date of actual step placement within six pay periods after the execution of this agreement.

5. Effective immediately, incumbent FEC employees step anniversary date will be August 1<sup>st</sup> and incumbent CSC employees step anniversary date will be July 1<sup>st</sup>.

### H. **Saturday/Sunday and After School Work.**

~~Establish overtime pay rules in line with those of other City of Chicago employees. FECs and CSCs who are required to work on Saturday or Sunday will be paid a non-pensionable stipend of \$100 per day for work performed on those days.~~

### I. **Layoff and Recall.**



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1. **Notice of Position Closing.** When a determination is made that an FEC or CSC's services are no longer required, the FEC or CSC will be so notified (hereinafter "notice of layoff") at least 21 days in advance of the effective date of layoff.

### **vacation**

2. All other provisions of Appendix I shall apply.

### **J. Vacation Accrual and Scheduling.**

1. **Vacation Accrual.** FECs and CSCs will accrue vacation in accordance with the Board's Paid Time Off Policy.

2. **Vacation Scheduling.** ~~Individual networks may create vacation black-out periods during which FECs and CSCs will not be permitted to schedule vacations. Notice of vacation black-out periods during the school year shall be provided to the FECs and CSCs no later than the first day of student attendance of the school year. Notice of vacation black-out periods during July and August shall be provided by June 1<sup>st</sup>. In other periods,~~ vacation requests of one week or less shall not be denied absent reasonable justification. Vacation requests of two or more consecutive weeks shall be discussed with the Network Chief or designee and accommodated to the extent possible, provided that the work of the Network is not disrupted.

**K. Committee.** FECs and CSCs shall bring any issues of mutual concern, including recommendations from FECs and CSCs on how to improve the work of FECs and CSCs to the Early Childhood Education Committee established in Article 45-4.2 of the CBA.

**L. Travel Stipend.** FECs shall be provided a \$150 travel stipend every month instead of mileage reimbursement.

**K.M. Workspace.** FECs shall be provided a dedicated workspace in the Office of Early Childhood Education that at a minimum has a desk, chair, internet, and a laptop. If they are not provided an adequate workspace and working technology they will be allowed to work remotely.

### **10-3. ATTENDANCE COORDINATOR ("AC") CLASSIFICATION.**

**A. Job Duties/Responsibilities.** Attendance Coordinators shall not perform any work not in conformity with applicable statutes, established guidelines and their job description.

**B. Exempt Status.** ACs are non-exempt employees.

**C. Status Quo after Recognition.** No AC shall suffer a loss in salary or benefits due to the agreement to bring ACs into the bargaining unit.

**D. Applicability of the Collective Bargaining Agreement.** All provisions of the CBA applicable to PSRPs also apply to ACs unless they specifically conflict with the provisions of this Article.

**E. Regular Work Day.** ACs shall work an 8-hour workday, inclusive of a forty-five minute duty free lunch period. All travel time is part of a 8-hour workday, except travel to and from the school each day. The practice of two attendance swipes per day shall be maintained. The work day shall normally begin at 8:30 a.m. and end at 4:30 p.m.; however, the start and end times may vary according to the school start and end times as well as any meetings prior to or after the regular work day (e.g., if an AC is assigned to a school that starts at 8:30 a.m. and has mandatory administrative meetings at 7:30 a.m., the ACs day would start at 7:30 a.m. and





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end at 3:30 p.m.). It is understood that ACs may be required to work outside their regular workday or workweek schedule.

**F. Work Year.** ACs are employed on a 208-day basis. All incumbent 52-week ACs will be employed on a 208-day basis starting the first day after the last day of student attendance for the 2019-2020 school year.

### G. Salary.

1. **Grade.** AC employees shall be placed on Grade G08.

2. **New hire step placement.** New hires will be placed on Step 1 or any appropriate advanced step in accordance with CPS policies.

3. **Incumbent Employee Step Placement.** Effective August 1, 2018, the Board will place employees on payroll as of October 31, 2019 ("incumbent AC employees") on the step in accordance with the following principles:

a) An AC who has not been employed for 12 months or more as of October 31, 2019, will be placed on the step closest to their current salary without going under.

b) All other AC incumbents except those identified in the attached chart will be placed on the appropriate step commensurate with their years of service as follows: one year of service credit for every two years of service in a CTU position from the initial hire date to their entry date in the AC position provided that the step has a salary equal to or greater than their current salary.

4. **Retroactive Step.** As soon as practicable after placing them on the appropriate step under paragraph three above, the Board will pay incumbent AC employees any retroactive step pay due to them between August 1, 2018 and the date of actual step placement within six pay periods after the execution of this agreement.

5. Effective immediately, incumbent AC employees step anniversary date will be August 1<sup>st</sup>.

### 10-4. COLLEGE AND CAREER SPECIALIST ("CCS") CLASSIFICATION.

**A. Job Duties/Responsibilities.** College and Career Specialists shall not perform any work not in conformity with applicable statutes, established guidelines and their job description.

**B. Exempt Status.** CCSs are exempt professional employees.

**C. Status Quo after Recognition.** No CCS shall suffer a loss in salary or benefits due to the agreement to bring CCSs into the bargaining unit.

**D. Applicability of the Collective Bargaining Agreement.** All provisions of the CBA applicable to PSRPs also apply to CCS unless they specifically conflict with the provisions of this Article.



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**E. Regular Work Day.** CCS shall work an 8 -hour workday, inclusive of a forty-five minute duty free lunch period. All travel time is part of an 8-hour workday, except travel to and from their first and last work location each day. The practice of one attendance swipes per day shall be maintained. The work day shall normally begin at 9:00 a.m. and end at 5:00 p.m.; however, the start and end times may vary per the manager or according to the school start and end times as well as any meetings prior to or after the regular work day. It is understood that CCS may be required to work outside their regular workday or workweek schedule. CCSs will be allowed to work virtually on non-student attendance days.

**F. Work Year.** CCS are continuously employed on a 12 month, 52-week basis.

### **G. Salary.**

1. **Grade.** CCS employees shall be placed on Grade T13.

2. **New hire step placement.** New hires will be placed on Step 1 or any appropriate advanced step in accordance with CPS policies.

3. **Incumbent Employee Step Placement.** Effective February 1, 2018, the Board will place employees on payroll as of October 31, 2019 ("incumbent CCS employees") on the step in accordance with the following principles:

a) A CCS who has not been employed for 12 months or more as of October 31, 2019, will be placed on the step closest to their current salary without going under.

b) All other CCS incumbents will be placed on the appropriate step commensurate with their years of service as follows: one year of service credit for every two years of service in a CTU position from the initial hire date to their entry date in the CCS position provided that the step has a salary equal to or greater than their current salary.

4. **Retroactive Step.** As soon as practicable after placing them on the appropriate step under paragraph three above, the Board will pay incumbent CCS employees any retroactive step pay due to them between February 1, 2018 and the date of actual step placement within six pay periods after the execution of this agreement.

5. Effective immediately, incumbent CCS employees step anniversary date will be February 1<sup>st</sup>.

### **H. Saturday/Sunday Work.**

Establish overtime pay rules in line with those of other City of Chicago employees. CCSs who are required to work on Saturday or Sunday will be paid their hourly rate of pay a non-pensionable stipend of \$100 per day for work performed on these days.

### **I. Annual Budget Money.**

By September 1st, OSCPA will notify CCSs of its annual post-secondary investment budget. CCSs will submit funding requests for post-secondary activities including but not limited to college tours, college fairs and citywide LEARN PLAN\_SUCCEED events. Approval of funding requests will be done equitably and not solely on a first come first serve basis. All such requests are subject to approval by OSCPA at its discretion.



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**J. Reimbursement.** CCSs will be reimbursed for work related expenses in accordance with the Board's Employee Travel and Work Related Expense Reimbursement Policy.

**K. Vacation Accrual and Scheduling.**

1. **Vacation Accrual.** CCSs will accrue vacation in accordance with the Board's Paid Time Off Policy.

2. **Vacation Scheduling.** ~~The Board may create vacation black-out periods during which CCSs will not be permitted to schedule vacations except as stated herein. Annual black-out periods shall include May 1-31<sup>st</sup>, June 15-30<sup>th</sup>, July 15-31<sup>st</sup> and October 15-31<sup>st</sup>. The Board will provide at least 45 days' notice in the event any additional black-out periods are created.~~ The Board will strive to accommodate vacation requests that fall within all black-out periods provided that the Board's work is not disrupted. ~~In other periods, v~~vacation requests of one week or less shall not be denied by the Board absent reasonable justification. Vacation requests of two or more consecutive weeks shall be discussed with the manager or designee and accommodated to the extent possible, provided that the Board's work is not disrupted.

**L. Layoff and Recall.**

1. **Notice of Position Closing.** When a determination is made that a CCS's services are no longer required, the CCS will be so notified (hereinafter "notice of layoff") at least 21 days in advance of the effective date of layoff.

2. All other provisions of Appendix I shall apply.

**M. Committee.** CCSs shall bring any issues of mutual concern, including recommendations from CCSs on how to improve the work of the CCSs and development of a policy for selection of individuals to attend professional development activities and conferences to the Ad Hoc committee established for the College and Career Coaches.

**M-N. Travel Stipend.** CCSs shall be provided a \$150 travel stipend every month instead of mileage reimbursement.

### 10-5. GEAR UP COACH ("GUC") CLASSIFICATION.

**A. Job Duties/Responsibilities.** Gear Up Coaches shall not perform any work not in conformity with applicable statutes, established guidelines and their job description.

**B.** All terms applicable to College and Career Coaches also apply to GUCs except:

1. Retroactivity date is October 1, 2019.

2. GUCs shall only be employed on a 12 month, 52-week basis.

### 10.6 COLLEGE AND CAREER COACH CLASSIFICATION.





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- A. Class and Duties/Responsibilities. College and Career Coaches are non-instructional employees who assist school staff, students, parents and school communities in creating college-going environment, assist students in preparing for post-secondary education and careers, and track metrics to support their function.
- B. Licensure. Licensure is not required.
- C. Exempt Status. CCCs are exempt professional employees
- D. Status Quo after Recognition. No CCC shall suffer a loss in salary or benefits due to the agreement to bring ISLs into the bargaining unit in December 2015. Employees currently classified as post-secondary liaisons shall be reclassified as College and Career Coaches.
- E. Salaries.
1. Grade. CCC employees shall be placed on Grade GA10.
  2. New hire step placement. New hires will be placed on step 1 or any appropriate advanced step in accordance with CPS policies.
  3. Incumbent Employee Step Placement.
- a) Effective July 1, 2016, the Board will place CCC employees on payroll as of March 31, 2017 ("incumbent CCC employees") on the step set forth in the Incumbent Step Placement Chart (Appendix A). Step Placement shall be in accordance with the following principles:
- i. A CCC who has not been in either a CCC or Post-Secondary Liaison position for 12 months or more as of March 31, 2017 will be placed on the step closest to his/her current salary provided that the step has a salary equal to or greater than the CCC's current salary.
  - ii. A CCC whose salary is \$65,000 or more per year will be placed on the step closest to his/her current salary provided that the step has a salary equal to or greater than the CCC's current salary.
  - iii. All other CCCs will be placed on a step that has a salary at least \$1500 greater than their current salary.
- b) As soon as practicable after placing them on their step in paragraph c(i) above, the Board will pay those incumbent CCC employees any retroactive step pay due to them between July 1, 2016 and the date of actual step placement.
- c) Effective immediately, incumbent CCC employees step entry and anniversary dates will be July 1<sup>st</sup>.

F. Saturday/Sunday Work

Establish overtime pay rules in line with those of other City of Chicago employees. CCCs' who are required to work on a Saturday or Sunday will be paid a non-pensionable stipend of \$100 per day for work on those days.

- G. Supply Stipend. CCCs shall receive the supply money stipend of up to \$250 provided for in Article 7-6.
- H. Regular Work Day and Work Year.
1. Regular Work Day.
- a) CCCs shall work an eight-hour work day, inclusive of a forty-five minute duty-free lunch period.



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b) The practice of one attendance swipe per day shall be maintained. The work day shall normally begin at 8:30 a.m. and end at 4:30 p.m.; however, start and end times may vary according to school start and end times as well as any meetings prior to or after school (e.g., if a CCC is assigned to a school that starts at 8:30 a.m. and has administrative meetings at 7:30 a.m. that the CCC is required to attend, the CCCs' day would start at 7:30 a.m. and end at 3:30 p.m.)

c) It is understood that CCCs may be required to work outside their regular workday or work week schedule.

e)d) CCSs will be allowed to work virtually on non-student attendance days.

2. *Work Year.* ISLs continuously employed in a twelve-school-month, 52-week schedule (or its previous equivalent) shall maintain their 52-week schedule, unless they voluntarily elect to transfer to a different position with a shorter work year.

### I. Vacation Accrual and Scheduling

1. *Vacation Accrual.* As 52-week employees, CCCs will accrue vacation in accordance with the BOARD's Paid Time Off Policy.

2. *Vacation Scheduling.* Schools may create vacation black-out periods during which CCCs will not be permitted to schedule vacations. In other periods, vacation requests of one week or less shall not be denied absent justification. Vacation requests of 2 consecutive or more weeks shall be discussed with the principal or supervisor and accommodated to the extent possible provided that the work of the school is not disrupted.

### J. Layoff and Recall.

1. CCCs will be subject to Appendix I.

2. When a vacancy is posted in a CCC position, the hiring manager will interview any laid off CCC whose layoff was effective within the last two years who applies to fill the vacancy

**K. Ad Hoc Committee.** CCCs shall have an ad hoc Professional Problems Committee which shall be meet on an as needed basis, at the call of either the Union or the BOARD to discuss issues of mutual concern and interest, including recommendations from CCCs on how to improve the work of the CCCs.

**L. Travel Stipend.** CCCs shall be provided a \$150 travel stipend every month instead of mileage reimbursement.

**M. Workspace.** CCCs shall be provided a dedicated workspace in that at a minimum has a desk, chair, internet, and a laptop. If they are not provided an adequate workspace and working technology they will be allowed to work remotely.

**K.N. Professional Development.** The BOARD shall provide CCC access to paid professional development.

## 10.7 CTE ACADEMY COORDINATORS (CTEAC).



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**A. Regular Schedule.** All CTE Academy Coordinators (hereafter, CTEACs) will have a daily work schedule inclusive of lunch and their compensation for regular hours of work shall be considered regular salary and pensionable under [Article 36-4.1](#). No CTEAC shall suffer a loss in salary or benefits due to the agreement to bring CTEACs into the bargaining unit.

1. *Regular Work Day.*

a) CTEAC are exempt professional employees. The regular workday for CTEACs shall not exceed 8.0 hours.

b) CTEAC shall have to punch once per day.

c) CTEACs shall work an eight-hour work day inclusive of a forty-five minute duty-free lunch period.

d) CTEACs continuously employed in a twelve-school-month, 52-week schedule (or its previous equivalent) shall maintain their 52-week schedule.

e) The workday shall normally begin at 8:30 a.m. and end at 4:30 p.m.; however, start and end times may vary according to school start and end times as well as any meetings prior to or after school (e.g., if a CTEAC is assigned to a school that starts at 8:30 a.m. and has administrative meetings at 7:30 a.m. that the CTEAC is required to attend, the CTEAC's day would start at 7:30 a.m. and end at 3:30 p.m.). The practice of one attendance swipe per day shall be maintained.

f) Upon reasonable notification to the chief or school principal in the case of late arrival or early departure to or from school for good cause, a bargaining unit employee present for more than one-fourth and less than three-fourths of the working day is considered as having worked one half day, and a bargaining unit employee present three-fourths or more of the regular working day is considered as having worked a full day.

2. *Additional Work Hours/Flexible Scheduling.* It is understood that CTEACs may be required to work outside that regular workday or workweek schedule.

**B. CTE Academy Coordinators Classification.**

1. As part of the agreement to bring the CTEAC's into the UNION's bargaining unit, the current CTEACs are grandfathered into the job classification.

2. No CTEAC shall suffer any adverse action or other loss in compensation, benefits, or rights due to the agreement to bring CTEACs into the bargaining unit. All current CTEACs are considered grandfathered into this agreement.

**C. Promotion and Professional Opportunity for CTEAC.** The BOARD shall provide qualified bargaining unit members notice of all promotional and professional opportunities concerning CTEAC positions and any other positions at network offices or district offices through its posting system.

**D. CTEAC Layoff.** When a determination is made that a CTEAC's services are no longer required, the CTEAC will be so notified (hereinafter "notice of layoff") 14 days in advance of the effective date of layoff. The provisions of Appendix I of the collective bargaining agreement will be followed.

**E. Salaries.**

1. *Grade.* CTEAC employees shall be placed on Grade GA10.





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2. *New hire step placement.* New hires will be placed on the step 1 or any appropriate advanced step in accordance with CPS policies.

3. *Incumbent Employee Step Placement.*

a) Effective July 11, 2016, the Board will place CTEAC employees on payroll as of March 13, 2017 ("incumbent CTEAC employees") on Incumbent Step Placement Chart set forth below.

b) As soon as practicable after placing them on their step in paragraph c(ii) above, the Board will pay those incumbent CTEAC employees any retroactive step pay due to them between July 1, 2016 and the date of actual step placement.

c) Effective July 1, 2017, the Board shall move incumbent CTEAC employees one additional step but not greater than Step 10 (the maximum step).

d) Effective immediately, incumbent CTEAC employees step anniversary date will be July 1<sup>st</sup>.

### 10-8. Instructional Support Leaders.

#### I. Instructional Support Leaders ("ISL") Classification.

(a) *Class and Duties/Responsibilities.* ISLs are quasi-administrative positions that have the authority, duty and responsibility to evaluate, coach and mentor teachers, principals and other staff but do not have authority to hire, fire or otherwise supervise teachers and PSRPs except that a network chief or designee may delegate these responsibilities to an ISL on a temporary basis.

(b) *Licensure and position definition.* Licensure as a teacher or administrator is a strongly preferred but not required credential. Nothing shall impede the BOARD's ability to set the required subject-area credentials for each ISL position, based upon the instructional needs of the Network.

(c) *Exempt Status.* ISLs are exempt professional employees.

(d) *Status Quo after Recognition.* No ISL shall suffer a loss in salary or benefits due to the agreement to bring ISLs into the bargaining unit in December 2015.

#### II. Salary Scale. ISLs will be placed on the 52-week Teacher Salary Scale.

1. New hire step placement. New hires will be placed on step 1 or any appropriate advanced step in accordance with CPS policies.

2. Incumbent Employee Step Placement. Effective July 1, 2024, the Board will place incumbent ISLs on the step set forth in the Incumbent Step Placement Chart set forth below. Step placement shall be in accordance with the following principles:

a. An ISL who has not been employed for 12 months or more as of July 1, 2024, will be placed on step 2 provided that the step has a salary equal to or greater than the ISL's current salary.

b. All other ISLs will be placed on the appropriate step commensurate with their years of service as an ISL and other CTU position provided that the step has a salary equal to or greater than their current salary.



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3. Retroactive Step. As soon as practicable after placing them on the appropriate step under paragraph III above, the Board will pay incumbent ISLs employees any retroactive step pay due to them between July 1, 2024 and the date of actual step placement within 3 pay periods after the execution of this agreement.
4. Effective immediately, incumbent ISLs step anniversary date will be July 1st.
5. The BOARD will establish overtime pay rules for ISLs in line with those of other City of Chicago employees.

~~Salary. This section sets for the minimum and maximum salaries for ISLs, their salary increases during the term of this agreement and stipends that will be paid to them during the term of this agreement. A Salary Chart which sets forth each ISLs salary and the impact of this provision on them during the contract term is incorporated as Appendix A.~~

~~(a) Salary Band. ISLs shall be placed on the administrative salary schedule, Pay Band A07. For FY 2020, the maximum annual salary of Pay Band A07 shall continue to be \$111,000 the minimum annual salary for the position shall be \$90,000.~~

~~Any Board employee Teachers moving into ISL positions will receive starting salaries no less than 10% above their current step and lane on the 208-day teacher salary schedule, provided however that no annual salary will exceed the annual maximum as set forth in this Section II.~~

~~(b) FY2021 Annual Salary Increases for ISLs. Effective July 1, 2020, the Board shall increase ISL salaries by the lesser of:~~

- ~~i. the amount that would increase the ISL's annual salary to \$114,000; or~~
- ~~ii. an amount equal to 3.0 % of their annual salary.~~

~~(c) FY2022 Annual Salary Increases for ISLs: Effective July 1, 2021, the Board shall increase ISL salaries by the lesser of:~~

- ~~i. the amount that would increase the ISL's annual salary to \$117,000; or~~
- ~~ii. an amount equal to 3.0% of ISL's annual salary.~~

~~(d) FY2023 Annual Salary Increases for ISLs. Effective July 1, 2022, the Board shall increase the annual salary of each ISL by the lesser of:~~

- ~~i. the amount that would bring the ISL's annual salary to \$120,000; or~~
- ~~ii. an amount equal to 3.5% of the ISL's annual salary.~~

~~(e) FY 2024 Annual Salary Increases for ISLs. Effective July 1, 2023, the Board shall increase the annual salary of each ISL by the lesser of:~~

- ~~i. the amount that would bring the ISL's annual salary to \$120,000; or~~
- ~~ii. an amount equal to 3.5% of the ISL's annual salary.~~



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### III. Regular Work Day and Work Year.

#### (a) Regular Work Day.

i. ISLs shall work an eight-hour work day, inclusive of a working lunch up to forty-five minutes or exclusive of a duty-free lunch period up to thirty minutes. All travel time is part of 8 hour work day, except travel to the first and from the last work location each day.

ii. The practice of one attendance swipe per day shall be maintained. The work day shall normally begin at 8:30 a.m. and end at 4:30 p.m.; however, start and end times may vary according to school start and end times as well as any meetings prior to or after school (e.g., if an ISL is assigned to a school that starts at 8:30 a.m. and has administrative meetings at 7:30 a.m. that the ISL is required to attend, the ISL's day would start at 7:30 a.m. and end at 3:30 p.m.)

iii. It is understood that ISLs may be required to work outside their regular workday or work week schedule.

(b) Work Year. ISLs continuously employed in a twelve-school-month, 52-week schedule (or its previous equivalent) shall maintain their 52-week schedule, unless they voluntarily elect to transfer to a different position with a shorter work year. The BOARD will ensure that CTPF acknowledges 52-week pension credit for ISLs.

(c) Change in Work Year. During the annual budgeting process prior to the beginning of each fiscal year, Network Chiefs and ISLs may mutually decide to convert an ISL's position from a 208-day schedule to a 248-day schedule, or vice versa. Nothing shall impede the Network Chiefs' authority to change an ISL's annual schedule from/to a 208- or 248-day schedule to accommodate appropriate budgetary or instructional needs, provided the ISL is provided at least two months' notice of any such change.

(d) Calender. The BOARD shall distribute a yearly calendar on July 1st of the preceding year with dates significant for ISL (i.e. holidays, Thanksgiving week and winter break).

### IV. Promotion and Professional Opportunity for ISL.

(a) The BOARD shall post all vacant ISL positions for at least ten days prior to the deadline for applications. The positions shall be posted on the Chicago Public Schools job application portal.

(b) The posting shall include a description of the duties of the position; the qualifications required of persons applying for the position; the location of the position, if known; and the salary range of the position.

### V. Return to Classroom.

An ISL who decides to return to a teaching or PSRP position shall be placed in the appropriate lane and step, as applicable. The ISL shall get credit on the step placement for time worked for CPS in a Network position and/or outside of the bargaining unit.





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### **VI. Supply Money.**

Each Fiscal Year, the BOARD shall appropriate sufficient funds to reimburse ISLs up to \$250.00 per employee for instructional supplies and materials, class library books and curriculum materials purchased by them for student instruction and support. Administrators shall approve the reimbursements in accordance with the procedures developed by BOARD, and such reimbursements shall be paid by the end of the semester in which the receipts were submitted.

### **VII. ISL Layoff.**

(a) Application of Appendix H and I. Neither Appendix H nor Appendix I will apply in the event of an ISL layoff.

(b) Notice of Position Closing. When a determination is made that an ISL's services are no longer required at a network, the ISL will be so notified (hereinafter "notice of layoff") at least two months in advance of the effective date of layoff.

(c) Order of ISL Layoff. In the event that the BOARD closes ISL positions, the BOARD shall determine which ISL classification shall be retained and which shall be closed. Among ISLs within the network (or other business unit or department) and within the same classification, the order of layoff shall be as follows:

- i. ISLs without a teaching certificate or licensure shall be laid off first;
- ii. Additional ISLs shall be laid off by inverse order of seniority, starting with the least senior.

(d) Assistance in Permanent Placement after Layoff. The BOARD shall assist ISLs who are laid-off in an effort to find them permanent placements in vacancies in appropriate areas of licensure (certification)

### **VIII. Evaluation.**

**Evaluation Tool and Process.** The BOARD and the UNION shall agree upon an evaluation system for ISLs. The parties will reach agreement on this evaluation system on or before the beginning of the 2021-2022 school year to be implemented effective for the 2021-2022 school year. If the parties fail to reach agreement by August 1, 2021, the BOARD shall develop and implement an evaluation system for the 2021-2022 school year that includes the components described below.

The Parties agree to negotiate an evaluation system in good faith and that the evaluation system shall include the following components:

- (a) Annual evaluation. The ISLs shall be evaluated annually.
- (b) Flexible Timelines. The evaluation timelines shall incorporate flexibility to allow the evaluation process to be thorough and fair to both managers and employees.
- (c) Competency-Based Rubric. The evaluation tool will include a competency-based rubric, documentation of feedback, and an unscored self-assessment component.
- (d) Goal-Setting and Rubric. The evaluation tool will incorporate annual goal setting done collaboratively at a meeting of the ISL and the evaluator, including weighting goals to their relative priority. In cases of



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misalignment, final goals and weighting shall be at the discretion of the evaluator and shall be reasonably related to job content and responsibilities.

- i. Mid-year check-in. The evaluation system will include a mid-year check-in for each evaluator and ISL to provide an opportunity to discuss progress towards goals, feedback and additional support for the ISL.
- ii. At the request of Evaluator or ISL, a meeting will be scheduled to adjust the goals to reflect any changes in job duties and responsibilities.

(e) **Summative Rating.** The summative evaluation will incorporate a 4-rating system, "excellent," "proficient," "developing" or "unsatisfactory" based on a numerical scoring system. The summative rating score will include the score from both the competency-based rubric and a rubric for assessing goals. Each shall be weighted 50% for the overall summative evaluation rating.

(f) **Remediation.** Any ISL rated "developing" shall be placed on a Professional Development Plan, the parameters and timelines of which shall be set by the evaluator in consultation with the Talent Office. Any ISL rated "unsatisfactory" or rated "developing" for two consecutive evaluations will be placed on a Remediation Plan. The evaluation system shall set forth specific timelines and parameters for a Remediation Plan, including what constitutes successful completion, and which requires termination if an ISL does not successfully complete a Remediation Plan.

### IX. ISL Termination

Appeal. Review of dismissals under terms corresponding to CBA Art. 29-5.

X. Leaves. ISL's shall have the same leave rights as Teachers.

XI. Travel Stipend. ISLs shall be provided a \$250 travel stipend every month instead of mileage reimbursement.

### 10-9. Resident Teachers.

1. CBA Terms Apply. Except as provided otherwise in this Side Letter, all terms of the CBA applicable to all CTU bargaining unit members shall be applicable to Resident Teachers. Resident Teachers must remain in good standing with their university program in order to remain in the Resident Teacher program.

2. Work Day and Work Year. Resident Teachers shall follow the daily schedules of the teachers at the schools at which they are assigned in accordance with Article 4, 5, or 6 of the CBA. In general, the CPS Teacher Residency runs from July 1 to June 30 of the school year in question. In addition to requirements of their university program and CPS-provided professional development, Resident Teachers shall be assigned to schools and follow a 208-day Academic Calendar in accordance with Article 19-4 of the CBA.

3. Salary, Tuition Reimbursement, and Residency Bonus. The total of Resident Teachers' annual salary from the Board shall be \$40,000 annually. Resident Teachers who fail to maintain employment with CPS for at least three years following the conclusion of their residency shall reimburse the Board up to \$15,000 for costs associated with training and professional development for the Residency program along a sliding scale (specifically to be \$15,000 upon departing before one year of teacher service is completed,



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\$10,000 upon departing before two years of teacher service are completed, or \$5,000 upon departing before three years of teacher service are completed).

As of the date of the execution of this Side Letter, all current Resident Teachers are hereby placed in this reimbursement plan. There shall be no retroactive application of the new reimbursement plan to former Resident Teachers who are employed with the Board as of the date of September 7, 2023, except that any former Resident Teacher who has reimbursed the District any portion of their \$15,000 as of the date of the execution of this Side Letter will not be required to pay any additional reimbursement to the Board relating to this program.

4. Evaluation. The Board shall maintain the status quo performance evaluation process for Resident Teachers. The parties acknowledge that any changes to the evaluation process that could result in adverse impact to Resident Teachers must be bargained by mutual agreement between the Board and the Union, in accordance with the law.

5. Pension Pick-up. Resident Teachers shall be entitled to the pension pick-up terms provided for under the CBA.

6. Health Insurance. All health insurance benefits available to bargaining unit employees shall be available to Resident Teachers.

7. Work Assignments. Resident Teachers shall not serve as the teacher of record for any class. Except as allowed in the Resident Teacher Handbook, the CBA, and Board policy, Resident teachers shall not be pulled to perform class coverage, substitute teaching duty, or to perform the job duties of a special education classroom assistant ("SECA"). Resident Teachers shall not be assigned to perform work outside of their licensure.

8. Mentor-to-Resident Ratio. The Board shall aim to provide a 1-to-1 Mentor-to-Resident ratio whenever possible.

9. Seniority. Absent Board policy and negotiated CBA terms to the contrary, Resident Teachers who are former PSRPs and SECAs will not be considered to have experienced a break in service in connection with their time as a Resident Teacher and shall accumulate seniority for time spent as a Resident Teacher consistent with the CBA and Board Policy.

10. Summer Work. Resident Teachers shall be eligible to work for CPS summer school programs during the summer months following their first year of residency.

11. Expansion of Resident Teacher Program. The number of resident teachers employed by the Board shall increase by at least 10% each year of this Agreement.

**10-10. Dean of Students. Dean of Students shall be established as a bargaining unit position, paid pursuant to the teacher salary schedule, and subject to the terms of the Agreement applicable to all teachers, except as otherwise agreed by the Board and the Union.**





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### 10-11. SCHOOL COUNSELING SPECIALIST ("SCS") CLASSIFICATION

- A. Job Duties/Responsibilities. School Counseling Specialists shall not perform any work not in conformity with applicable statutes, established guidelines and their job description.
- B. The terms of the MEMORANDUM OF UNDERSTANDING CONCERNING BASELINE TERMS FOR ALL NEWLY ACCRETED POSITION TITLES, executed by the Parties on October 27, 2023, shall apply to SCSs unless they conflict with this Side Letter.
- C. Exempt Status. SCSs are exempt professional employees.
- D. Licensure. All SCSs are required to possess a valid Professional Educator License (PEL) in School Counseling from the Illinois State Board of Education (ISBE). A PEL in Educational or Administrative Leadership is also strongly preferred but not a required credential for the position.
- E. Status Quo after Recognition. No SCS shall suffer a loss in salary or benefits due to the agreement to bring them into the bargaining unit.
- F. Applicability of the Collective Bargaining Agreement. All provisions of the CBA applicable to Teachers also apply to SCSs unless they specifically conflict with the provisions of this side letter.
- G. Regular Work Day and Work Year.
  - 1. Regular Work Day
    - a. SCSs shall work an eight-hour workday, inclusive of a forty-five minute duty free lunch period. All travel time is part of an eight-hour workday, except travel to and from their first and last work location each day.
    - b. The practice of one attendance swipe per day shall be maintained. The work day for SCSs shall normally begin at 8:00 a.m. and end at 4:00 p.m.; however, the start and end times may vary according to the school start and end times as well as any meetings prior to or after the regular work day (e.g., if an SCS is assigned to a school that starts at 8:00 a.m. and has mandatory administrative meetings at 7:30 a.m., the SCS's day would start at 7:30 a.m. and end at 3:30 p.m.). It is understood that SCSs may be required to work outside their regular workday or workweek schedule.
  - 2. Work Year
    - a. SCSs are continuously employed on a 12 month, 52-week schedule.
- H. Salary
  - 1. Salary Scale. SCS will be placed on the 52-week Teacher Salary Scale.
  - 2. New hire step placement. New hires will be placed on the step 1 or any appropriate advanced step in accordance with CPS policies.
  - 3. Incumbent Employee Step Placement. Effective June 1, 2022, the Board will place employees on payroll as of August 1, 2022 ("incumbent FEC and CSC employees") on the step set forth in the Incumbent Step Placement Chart set forth below. Step placement shall be in accordance with the following principles:
    - a. An SCSs who has not been employed for 12 months or more as of June 1, 2022, will be placed on step 2 provided that the step has a salary equal to or greater than the SCSs current salary.



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- b. All other SCSs will be placed on the appropriate step commensurate with their years of service as a SCS and other CTU position provided that the step has a salary equal to or greater than the SCSs current salary.
- 4. Retroactive Step. As soon as practicable after placing them on the appropriate step under paragraph III above, the Board will pay incumbent SCSs employees any retroactive step pay due to them between June 1, 2022 and the date of actual step placement within 3 pay periods after the execution of this agreement.
- 5. Effective immediately, incumbent SCS employees step anniversary date will be June 1st.
- I. Vacation Accrual and Scheduling
  - 1. Vacation Accrual. As 52-week employees, SCSs will accrue vacation in accordance with the Board's Paid Time Off Policy.

### 10-12. COLLEGE AND CAREER EQUITY SPECIALIST ("CCES") CLASSIFICATION

- A. Job Duties/Responsibilities. College and Career Equity Specialists shall not perform any work not in conformity with applicable statutes, established guidelines, and their job description.
- B. The terms of the MEMORANDUM OF UNDERSTANDING CONCERNING BASELINE TERMS FOR ALL NEWLY ACCRETED POSITION TITLES, executed by the Parties on October 27, 2023, shall apply to CCESs unless they conflict with this Side Letter.
- C. All terms applicable to College and Career Specialists in Article 10-4 of the parties' 2019-2024 contract shall also apply to CCESs except:
  - 1. The retroactivity date for incumbent CCESs staffed in the CCES position prior to or as of the date of this Side Letter is June 1, 2022.
  - 2. Incumbent CCESs staffed in the CCES position prior to or as of the date of this Side Letter will have a step anniversary date of June 1.
  - 3. The step anniversary date for CCESs hired after the date of the execution of this Side Letter will be in accordance with CPS policies.
  - 4. If required to work on a Saturday or Sunday CCESs will have the option, with the approval of their supervisor, to forego pay in exchange for the ability to flex a required workday during the week. For CCESs incumbents, Article 10-4(G)(3)(b) of the CBA shall apply such that they receive one year of service credit for every two years of service in any CPS position from the initial hire date to their entry date in the CECS position provided that the step has a salary equal to or greater than their current salary.

### ARTICLE 11 DRIVER EDUCATION TEACHERS

**11-2.** ~~In accordance with teacher preference and~~ as far as possible, all work assignments at each center shall be equalized to guarantee to each teacher an equal share of available work, ~~except where an unusual condition exists.~~

**11-5.** All assignments shall be made through the Office of Teaching and Learning~~Department of Sports Administration.~~

**11-7.** ~~In staffing summer driver education programs addition to established certification and educational requirements, all teachers employed in the summer driver education program must not have received an unsatisfactory summative rating during the preceding school year, and preference shall be based upon seniority at each respective center given to those who received an excellent or proficient rating as a driver education teacher during the preceding school year.~~



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**11-8. Independence Day.** A driver education teacher shall receive regular driver education pay for the national holiday July 4 when this holiday is celebrated on the day that teacher is scheduled to work, provided that said driver education teacher works the day before or the day after the holiday. This provision shall not be applicable when July 4 occurs on Saturday.

11-9. Rates of Pay. Driver education teachers shall be at their effective hourly teaching rate for all classroom and road driver education work and all such pay shall be pensionable. Retiree driver education teachers shall receive the instructional rate of pay.

11-10. Drivers Education Centers. The Board agrees to establish Drivers Education Centers at all High Schools currently without a Center by the final year of this agreement.

11.11 Fleet Management: The Board shall maintain a fuel efficient fleet of Driver Education vehicles that are in service for fewer than five (5) years.

11-12. Vehicle Maintenance. The Board shall coordinate with the City of Chicago to ensure that all City fleet management vehicle maintenance facilities are accessible for CPS Driver Education program vehicles.

### ARTICLE 12 LEGISLATIVE PARTNERSHIP

#### 12-1. Partnership.

A joint BOARD-UNION commission shall be established in accordance with the BOARD-UNION Partnership Agreement under Section 34-3.5 of the *Illinois School Code*. The commission shall study, discuss, formulate and submit recommendations to the Chief Executive Officer, the BOARD of Education of the City of Chicago, and UNION President regarding a joint legislative, media, and outreach strategy to advance the shared interests of the BOARD and the UNION and facilitate the passage of legislation in furtherance of those interests, including, but not limited to, additional State funding, and alternative revenue options that can be cooperatively pursued, and support for legislative measures and actions that will fix the deficiencies of the Tier 2 Pension system for teachers and PSRPs. Membership on this commission shall be limited to five individuals appointed by the BOARD and five individuals appointed by the UNION. Said limitations shall not preclude the utilization of appropriate resource personnel.

#### 12-2. Sustainable Community Schools.

Placeholder Proposal: The number of Sustainable Community Schools shall be increased to 200 during the term of the Agreement, mirroring the July 2023 Transition Team Report to Mayor Brandon Johnson. Any funds allocated to SCS in a given fiscal year that go unspent shall rollover to the following year for the same purpose.

As part of the partnership required by the School Code, the BOARD shall fund the 20 sustainable community schools currently in operation for the 2019-20 school year. The BOARD and the UNION will jointly evaluate these 20 schools during the 2019-20 school year and will determine the continuation of these schools and any





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expansion of the Sustainable Community Schools program in future years. The BOARD agrees to maintain, for each year of the Agreement, the level of funding currently provided for the 2019-20 school year for Sustainable Community Schools for support of a community schools initiative. The Task Force referenced below will decide upon the list of a minimum of 20 Sustainable Community Schools to receive funding for SY 2020-21 and thereafter.

The Board and the Union agree to form a 20-person task force, with 10 persons appointed by each, to effectuate, monitor and implement the following initiatives with respect to these community schools:

- o An agreed process to select the schools
- o Consultation with LSC, principals and community members
- o Program elements may include, without limitation:
  - § Medical or mental health services available to the school community
  - § The expansion of after-school programs
  - § The expansion of facility use for students or the school community
  - § Social-emotional supports/trauma interventions
  - § Parent mentor and home visit program
  - § Restorative Justice Coordinator and professional development for parents, students and staff

§ Clinical services and community programming

§ STLS coordinator, homelessness services, truancy supports, food pantry

o Coordination of City and Park District services

The Board and Union agree that members of the task force shall not have a conflict of interest in the selection and delivery of services to the sustainable community schools.

The BOARD and the UNION agree to jointly assess the functioning of the Task Force and make recommendations for its improvement.

12-3. Home Visits. The BOARD shall provide funding for schools to implement the Parent Teacher Home Visit Model, starting at Sustainable Community Schools and at schools experiencing community violence.

### ARTICLE 13 EXTRACURRICULAR PERSONNEL

**13-1. Programs for Advisors of Yearbooks and Related Publications.** A high school teacher appointed by the principal as the advisor for the official school yearbook or a newspaper or similar publication, which newspaper or similar publication shall be published at intervals scheduled by the principal, shall be programmed for a normal program less one teaching period, regardless of whether it is scheduled during the school day or after school. Where an advisor sponsors both the school newspaper and yearbook, said advisor shall be programmed for a normal program less two teaching periods.

**13-2. Priority for Coaching and Athletic Director Positions.** Physical education teachers shall be given priority in coaching and athletic director positions; however, qualified persons presently serving in coaching and athletic director positions will not be replaced by this provision. When a physical education teacher at the school does not apply for a vacant coaching or athletic director position, the staffing priority shall be as follows:



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1. Full-time Teacher or PSRP at the school
2. Part-time Teacher or PSRP at the school
3. External CPS Full or Part-time Teacher or PSRP
4. All other CPS employees
5. Non-employee in accordance with Appendix A.3A

Licensed teachers will have right of first refusal and be prioritized for hire in all athletic director positions, provided current coaches and athletic directors will be grandfathered in until they vacate their current positions.

**13-3. Activity Calendars.** Each school shall develop a schedule of activities for the first five months, other than class field trips, no later than thirty (30) calendar days after the start of the school year, September 30 and for the second five months no later than the first day of second semester-February 1, and the events and rehearsals warranting student excuses from class shall be kept to a minimum. Deviation from the activity calendars will be made only in exceptional cases.

**13-5. Limitations on Coaching Assignments.** When multiple qualified candidates apply, No individual teacher shall be assigned to a head coaching position in more than one of the following sports: football, baseball, basketball or track; or to more than threetwo coaching assignments in interscholastic sports during a school year.

**13-6. Compensation for Overlapping Seasons.** When a teacher, because of extenuating and special circumstances, is assigned to coachteach two activities and the official season of the first activity has not been terminated before the official opening date of the second activity, full compensation will be allowed only for that activity in connection with which the coachteacher serves the entire official season. Compensation for the other activity will be made on the basis of the percent of the total official season during which service was rendered.

**13-7. Supervision of Students.** At least one staff memberteacher is to remain with the students after the close of any activity, practice session or game until the last student has left the premises. This rule applies whether the group is at the home school or field or is away.

**13-9. Parental Permission Procedures.** A copy of the BOARD's parental permission procedures for in-school and after-school clubs and extracurricular activities will be provided to each activity and club sponsor no later than August 1September of each school year.

13-10. Athletic Trainers. Every high school shall be staffed with a centrally funded athletic trainer position.

### ARTICLE 14 SAFE AND HEALTHY WORK ENVIRONMENT

**14-1. Safe and Healthful Working Conditions.** Bargaining unit employees shall work under safe and healthful conditions, free from threats and harassment.



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14-1.1 The Board and the CTU shall develop a process to reimburse members for the theft or damage of personal property that occurs at their work site during work hours.

14-1.2 CTU members shall have input in the development of the school's cell phone policy.

### 14-4. Special Leave Benefits for Victims of Violence.

14-4.1. Compensation and Medical Benefits. Subject to the credit below, bargaining unit employees whose absences result from a school-related assault or battery shall be paid full salary and medical expenses by the BOARD for the time of their total temporary incapacity, and no deductions shall be made from accumulated sick days. Assault shall be defined as including physical and verbal assaults, direct threats to members made on school grounds, off school grounds, or through social media, etc., by an employee, student, or student's guardian.

Victims of violence shall immediately be released from duty following a physical assault, and shall be provided time to complete a grievance beyond the regular grievance-filing limitations period.

Victims of violence shall be granted up to 3 days off with pay to seek counseling or medical support in order to assess the extent of their injuries.

Victims of violence shall be provided with all documents related to the assault along with information regarding victim's rights during an assault.

The BOARD shall cover all medical bills and co-pays at 100% for victims of assault.

The BOARD shall establish a restorative practice and or safety plan to be in place when the victim of violence returns to work.

In cases of severe assault, the victim may report to the reassignment pool and not return to school site where assault took place

The District-level Joint Safety Committee will determine the severity of the assault and the return placement of the victim.

~~14-4.2. Coordination with Workers' Compensation Benefits. There shall be coordination of salary payable hereunder with any sums payable under the *Workers' Compensation Act* for temporary total incapacity for work in that, in calculating the amount due to an employee under this Section, the BOARD shall be entitled to and shall take credit for any sum payable under the *Workers' Compensation Act* for temporary total disability. The credit hereunder is to be limited to temporary total disability only.~~

14-4.3. Reporting of Cases of Assault or Battery. Bargaining unit employees shall immediately or as soon as they are able report to the school principal all cases of assault or battery in which they are involved while acting in the course of their employment.

14-4.4. Responsibility to Supply Information and Cooperate in Legal Action. Each bargaining unit employee shall be responsible for supplying any available information concerning a school-related assault or battery and shall cooperate in any subsequent legal action concerning said incident.





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**14-7. Policy on Communicable Diseases.** The BOARD policy on the management of communicable diseases, including HIV and AIDS, shall be posted in every school and BOARD facility. The BOARD, in consultation with the UNION, shall update this policy to provide educators guidance for assisting students with all contagious illnesses and ailments.

**14-10. School Safety Committees.** Every school will have a School Safety Committee that will communicate safety procedures and address safety concerns as they arise. The School Safety Committee shall be chaired by the UNION delegate or the delegate's designee, and otherwise composed of (1) the principal, (2) the building engineer, building manager or quality assurance manager, as selected by the principal, (3) up to four CTU members, including a PSRP, as selected by CTU, and a reasonable number of employees represented by other unions. School Safety Committee members shall attend trainings on topics including schools without police, student confidentiality, and de-escalation.

14-10.1. Safe Practices and Referrals. The School Safety Committee shall develop safe practices and encourage and monitor compliance with BOARD health and safety protocols. If the committee confirms violations of any applicable safety protocol at their school, the committee can make recommendations for resolution to the principal or the District-level safety 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 their complexity. Nothing in this Article alters or diminishes the parties' rights under this Agreement, including the right to file grievances.

14-10.2. Misconduct Reports. The school principal shall be required to share reports of student misconduct with the School Safety Committee, which will make recommendations to address related safety concerns and to ensure students with disabilities are not unduly targeted or treated unfairly by safety plans.

14-10.3. School Safety Plan. The principal is charged with the responsibility of maintaining security, safety and discipline in the school. To meet this responsibility they ~~he/she~~ shall develop in collaboration with the Union delegate, School Safety Committee and the parents association of the school a comprehensive safety plan. The safety plan will be updated annually using the same collaborative process.

A complaint by a bargaining unit employee or the delegate that there has been a violation of the safety plan may be made to the principal as promptly as possible. The principal will attempt to resolve the complaint within 24 hours, after receiving the complaint. If the bargaining unit employee or delegate is not satisfied, an appeal may be made to the District-level Safety Committee who will arrange for a mediation session within 48 hours. If the UNION is not satisfied with the results of the mediation, the matter may be submitted to expedited arbitration under Article 3-8.3.

**14-11. Notice of Serious Incidents.** When serious incidents impacting school community safety occur, the BOARD shall notify the UNION and all school community stakeholders within 24 hours acknowledging the incident and the steps taken to address it.

**14-12. School Safety Plan.** All bargaining unit employees shall be provided a copy of the existing written school safety plan within ten (10) work days of reporting to their assigned work location.

**14-13. High Resolution Cameras.** The BOARD shall maintain high resolution cameras at the entrances and exits of all school buildings.

**14-14. Incident Reporting System.** The BOARD shall maintain one district-wide incident reporting system for tracking reports of student misconduct, to which bargaining unit employees will be provided access.



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14-15. Lockable Doors. The BOARD shall ensure that all classroom entry points are lockable, and that the teacher, co-teacher and other staff assigned to the room have a key. The BOARD shall additionally ensure that all staff keys can lock, but not unlock, any classroom door. All clinicians shall have offices with lockable doors and be provided a key.

14.15.1 Bargaining unit members shall have access to elevator keys.

14-16. Community Violence Response. The BOARD shall take the following steps to address the impact of violence in school communities:

- Double the number of Employee Assistance Program counseling sessions available to CPS staff.
- Increase mental health resources available to student as staff, including through the increased staffing of mental health practitioners as provided in Article 49 and Appendix E.
- Provision of violence prevention and response professional development.
- Provision of training for bargaining unit members on mental health and post-traumatic stress disorder.

14-17. Police-free Schools. The BOARD shall not staff school resource officers or other police personnel at any school, and the funds saved therefrom shall be allocated to other safety measures, as determined by the District-level Joint Safety Committee.

14-18. Emergency Assessment and Prevention Planning.

1. The Board and the Union are jointly committed to provide for the safety and security of all members of our school community. Students, teachers, building staff, and administrators shall not be required learn, teach, or work under unsafe or hazardous conditions or environments, or to perform tasks that endanger their health, safety, or well-being.

2. No employee shall be retaliated against as a result of reporting any condition and/or participating in any health and safety activity meant to rectify unsafe or hazardous conditions that pose a threat to members of the school community. The Union and the Board encourage employees to report hazardous or unsafe working conditions as a cornerstone of building a culture of safety.

3. The Union and the Board agree to jointly develop a comprehensive plan to address emergency preparedness that includes measures aimed at prevention, response, and recovery. The Union and the Board shall form a central Schools Committee on Operational Preparedness in Emergencies (SCOPE) made up of twelve (12) members, four to be appointed by the Union, four to be appointed by the Superintendent, and four mutually agreed upon community members or safety professionals who are stakeholders in Chicago Public Schools. The Committee will be charged with assessing threats and hazards facing CPS schools and developing a common framework for CPS schools to prepare for emergencies. Threats and hazards include, but are not limited to, environmental hazards, natural disaster preparedness, fire safety, safe passage to school, threats of violence on and around school grounds, and restorative justice practices. Responsibility for chairing committee meetings shall alternate between union, management, and community members of the committee. Committee members shall establish a mutually agreed upon agenda at least 48 hours in advance of each meeting.

4. Each school shall form a School Committee on Operational Preparedness in Emergencies (SCOPE) made up of an equal number of Union and Board representatives, in addition to members of the school community, including students, parents, and safety professionals.





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5. Committees shall convene within 60 days of the signing of this Agreement. For the first six (6) months, Committees shall meet once per month and thereafter once per quarter at minimum. Staff who serve as committee members shall receive paid release time to participate.

6. The central SCOPE shall develop an assessment tool for use by CPS schools with input from school-based SCOPes and community partners. Each school-based SCOPE shall be responsible for completing and updating the assessment tool with input from the school community and developing recommendations to effectively address and prioritize the threats and hazards identified through the assessments.

7. The central SCOPE will arrive at recommendations for action through consensus. If no consensus can be reached, the Committee shall make its recommendations based on a majority vote of its members. Committee recommendations for action will be directly presented to the Superintendent and the Union President. The Board agrees to initiate implementation of the recommendations within ninety (90) days after being presented to the CTU president and CPS Superintendent. In addition, the central SCOPE shall publish an annual report available to the public no later than April 30th describing the identified threats and hazards and interventions taken to address them.

### RESTORATIVE PRACTICES

1. The Union and the Board agree that when it comes to student support, restorative practices are preferable to punitive methods and will be a required part of every faculty and community meeting.

2. Effective July 1, 2023, all building staff shall participate in restorative justice and positive behavior intervention system training on an annual basis. All staff from the same building will take the restorative justice training at the same time. Such trainings shall take place either on a Boardwide staff development day or another professional development time during the school year when all the building's staff can participate. This training must be completed by October 15th.

3. The Board and the Union shall work collaboratively with local restorative practice community experts to develop curriculum and training modules to train school communities, individual teachers, and parents on restorative practices.

4. The restorative practices training will be conducted by experts mutually agreed upon by the Superintendent and the Union President. The trainings will adhere to best practice regarding restorative practices for schools and made available to schools on to the first day of work for teachers.

5. The trainings will also provide follow up and additional resources for staff members who may need more information or support.

### RESPONDING TO TRAUMATIC EVENTS

#### A. Virtual Learning Options

1. In the event a student or family does not feel safe returning to school after a traumatic event, the Chicago Public Schools will provide, on a case-by-case basis, and for a prescribed amount of time, an option for virtual learning.

2. This virtual learning option shall be provided by CPS teachers.





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3. When a CPS teacher volunteers or is asked to provide virtual lessons, the teacher shall not be required to simultaneously teach students in-person and online. Teachers may be asked to teach in-person classes and/or online classes in accordance with the appropriate staffing limits, but no teacher shall teach students in-person and online at the same time.

4. The virtual option for students and staff will be reviewed at the end of each quarter throughout the school year.

### **B. Supports for Those Impacted by Traumatic Events**

1. Following a traumatic event, CPS shall provide affected students and their families with the option to receive in-home counseling and mental health services to ensure that students receive the necessary support to recover socially, emotionally, and academically and connect families with additional resources as needed.

2. CPS shall establish an emergency mental health and counseling services program available to employees following a traumatic event at no additional cost to employees.

3. The Union and the Board shall provide Psychological/Mental Health First Aid training for school staff, parents, and community members at least once per year to assist with the immediate response and recovery to emergency situations. The training shall occur on a staff development day when all staff can participate.

4. The Board agrees to expand the Safe Passage Program to cover more schools and more routes. The central SCOPE shall have responsibility for evaluating priority areas for expanding the Safe Passage Program with input from school-based SCOPEs.

### **C. Adjustments to School Calendar**

1. Immediately after the initial response to a traumatic event at a school, the CTU President and Superintendent shall meet to discuss the necessary adjustments to the school calendar. Although every effort should be made to reopen the school as soon as possible, the health and welfare of the students, staff, and the entire school community will be the primary factor in any decision.

2. No school will reopen until all necessary supports, both physical and emotional, are in place. The school-based SCOPE shall have responsibility for examining the school site to ensure it is ready to welcome students back. If the school cannot be reopened within a reasonable timeframe, other arrangements, including the necessary supports, will be made to ensure the entire school community can return teaching and learning as soon as possible.

### **D. Adjustments to Teacher Evaluations**

1. In the case of a traumatic event at a particular school or subset of schools, the evaluation process shall be suspended for an entire year (365 days) for all staff.



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2. During this suspension, the teacher's last summative evaluation rating shall be maintained and submitted to the proper agencies.
3. Probationary teachers, who were assigned to a school that experienced a traumatic event, shall receive a satisfactory summative rating for the year.
4. At the end of one year (on the 366th day), the evaluation process shall resume at the point it was suspended and continue in a normal fashion.

### **E. Safer Communities Act**

1. The Board shall make every effort to maximize investment in school- and community-based interventions to create safe and healthy learning environments by seeking funding provided through the federal Safer Communities Act. The Board agrees to collaborate with the Union through the central SCOPE committee to set priorities for investing any additional funds in school- and community-based interventions to improve the health and welfare of students, staff, and communities.

### **IN-SCHOOL SHARING OF BEST PRACTICE**

1. At each CPS worksite, the staff shall have dedicated time to share best practice. The work during this time will align to the Board's vision and goals and shall include, but is not limited to, the following tasks:

- a) Developing model lessons directly related to Board-adopted curriculum, with an emphasis on culturally responsive curriculum and professional development related to specific learning needs within the school.
- b) Creating a readily available system where all teachers in the school have accurate and detailed access to "job-alike" peers who can share successful classroom practices and help collectively solve instructional problems.
- c) Placing a special emphasis on enhancing classroom practice and professional development related to Multi-language Language Learners (MLL) and English Language Learners (ELL).
- d) Working with and developing the support of local experts in the integration of restorative practice throughout the school.
- e) Coordinating a supportive peer assistance program (in-school mentoring) that helps new and struggling teachers improve their instructional practice.

**14-19. Data Security and Privacy.** All classroom technology shall adhere to highest privacy standards and be updated annually. The BOARD will immediately address any safety or security concerns connected with use of technology and Artificial Intelligence.

**14-20. Staffing for School Safety.** The BOARD shall ensure each school has adequate safety staffing, including, but not limited to, security guards. The District-level Joint Safety Committee will review current staffing levels and adopt, by mutual agreement, a school safety staffing model for the district.



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### ARTICLE 15

#### LIBRARIANS: ELEMENTARY AND HIGH SCHOOL

**15-1. Staffing Ratio for Librarians.** ~~In accordance with best practices prescribed by The standard (prescribed by the American Association of School Librarians, a division of the American Library Association in its Standards for School Library Programs, 1960, and supported by the Office of the Superintendent of Public Instruction in Standards for School Library Programs in Illinois, 1966) that there shall be at least one centrally funded librarian for every five hundred students or major fraction thereof in every CPS school, working as a full-time librarian. shall be a goal toward which to work as funds become available. The BOARD shall make best efforts as funds become available to achieve the ISBE recommended ratios of one librarian for every six hundred (600) high school students or major fraction thereof and one librarian for every four hundred fifty (450) elementary school students or major fraction thereof.~~

**15-2. Staffing Ratio for Library Clerks.** ~~The standard (prescribed by the American Library Association in its Standards for School Library Programs, 1960, and supported by the Office of the Superintendent of Public Instruction in Standards for School Library Programs in Illinois, 1966) that there shall be one library clerk for every six hundred students or major fraction thereof shall be a goal toward which to work as funds can be made available. Every CPS school shall have at least one full-time technical assistant, library clerk, or paraprofessional to enable the school librarian to perform professional duties in the area of teaching and learning.~~

**15-8. Elementary Teacher-Librarian Preparation Periods.** The program of the elementary teacher-librarian shall be so arranged as to provide for two additional preparation periods per week for processing books and kindred library tasks, provided that, in addition, teacher-librarians shall be provided not less than the average number of preparation periods accorded to other educational personnel in the school. ~~Elementary teacher-librarians shall be eligible for 40 hours of additional work during the fiscal year to be paid by central office at the effective hourly rate. The librarian may choose to work one additional hour per week, or 40 additional hours during one week of summer, or any schedule of their choosing outside of the normal school day to complete additional processing of books and kindred library tasks such as inventory, weeding, collection management, etc.~~

**15-14. Clerical Assistants.** Clerical assistants ~~in the schools~~ shall not replace ~~teacher-librarians~~ in class instruction, ~~or library administration,~~ or reduce the working hours of a certified librarian.

**15-16. Storage Facilities.** ~~New buildings shall include adequate storage facilities for media equipment. In existing buildings, the BOARD shall provide the necessary storage facilities as funds and space can be made available.~~

**15-17. Teacher Assistants.** ~~To the extent that funds can be made available, the BOARD shall provide trained teacher assistants to distribute and maintain media equipment in the elementary school library.~~

**15-18. Trained Media Assistants.** ~~Trained media assistants shall be provided in the high school library as soon as funds can be made available.~~

**15-15. Elementary Teacher-Librarian Grading.** ~~Elementary teacher-librarians may provide instruction and lead class activities, but shall not issue grades to students. No grading for library activities shall be given to students or issued on report cards.~~

**15-16. Library Media Center Budget.** ~~The BOARD shall provide every school a centrally funded \$30 per student per year for the purchase of school library books and resources until the library reaches the best practice ratio of fifteen (15) books per student. For all schools with libraries that have at least 15 books per~~





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student, the BOARD shall provide a centrally funded \$10 per student per year. Funds allocated under this paragraph shall not be used for textbooks or consumables and shall be spent at the discretion of the school librarian. Schools that do not have a school librarian will have their funds accrue in a centrally held account that will be released to the school once it has a full-time librarian.

**15-17. Library Revitalization.** The BOARD, by mutual agreement with the UNION, shall establish a team of ten (10) librarians to coordinate the rebuilding of a staffed library in each school. The team's responsibilities will include coordinating cohort "grown your own" programs to produce certified librarians, help weed collections from long closed libraries, help direct new purchasing of furniture and diverse updated collections, and facilitate mentorships and professional development for new librarians, etc. The BOARD will fund 80 cohort members each year of this Agreement.

### **ARTICLE 16 PHYSICAL EDUCATION TEACHERS**

**16-1. Time Allotment.** The time allotment for physical education classes will be reviewed and clarified by the Physical Education Committee. All CPS students will receive at least 45 minutes of physical education per school day by a licensed Physical Education instructor.

**16-7. Professional Development.** Professional development for physical education teachers shall be provided in city-wide or district level meetings during the school day in their subject area. Lifeguard training shall only be required of P.E. teachers at schools with swimming pools, shall be offered during the teachers' regular working hours, and the cost of such teachers' attendance shall be paid by the Board.

16-11. Pool Facilities. The BOARD shall inspect and assess the need for repair of all CPS pool facilities no later than the end of the first year of the Agreement. Starting in the second year of the agreement, the BOARD shall allocate three million dollars annually to repair CPS pool facilities. CPS will coordinate with the Chicago Park District to ensure that all CPS students have access to a public pool facility. When possible, CPS pools shall be made available to community residents for water safety and exercise programs.[1] [2]

16-12. Security Cameras in Gymnasiums. Security cameras in gymnasiums shall not be used to monitor any class instruction or surveil bargaining unit members for the purpose of performance evaluation or discipline.

### **ARTICLE 17 EARLY CHILDHOOD TEACHERS**

**17-1. Nap Time.** In full-day pre-K classrooms, children shall be allowed to nap. Nap time shall be no more than sixty minutes and no less than thirty minutes per day, at the discretion of the teacher. No child shall be required to sleep during nap time.

**17-5. Early Childhood Substitute Teacher Assistants.** The BOARD shall establish a pool of substitute teacher assistants qualified to serve early childhood classrooms and shall staff the pool at sufficient levels to meet early childhood classroom coverage needs across the school district. Principals shall work with the PPC to ensure adequate substitute teacher assistant coverage at the school-level.

**17-7. School Calendar Alteration.** The BOARD and the UNION shall negotiate an alteration of the school calendar for Early Childhood Education programs that provides for a later start date and earlier release date of one week each so as to accommodate registration, learning environment set-up/tear-down, screening, and end-of-year recordkeeping.



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17-8. Prohibition on Standardized Tests. Standardized tests for pre-kindergarten through second grade are prohibited unless for diagnostic purposes.

17-9. Half-day Program Expectations. The BOARD and the UNION shall revise and clarify by mutual agreement the expectations of half-day programs, including the documentation and observation expectations related to Teaching Strategies GOLD.

17-10. Sanitizing. Early Childhood Education bargaining unit employees shall be paid at their effective hourly rate for any time they spend sanitizing early childhood classrooms.

17-11. Pre-K Application. The BOARD, in consultation with the UNION, shall ensure that parents and guardians have access to the pre-K application in multiple formats, including, but not limited to, paper, online, and translations for non-English speakers.

17-12. Enrollment Teams. The BOARD shall deploy early childhood program enrollment teams to assist schools with low enrollment.

17-13. Closure Risk Notification. The BOARD shall notify schools whose early childhood programs are at-risk of closure at the beginning of the school year.

17-14. Family Engagement Coordinators and Parent Ambassadors. The BOARD shall increase the staffing levels of Family Engagement Coordinators by a number bargained with the UNION. Parent Ambassadors shall be added to the UNION's bargaining unit.

17-15. CLASS Evaluation. The CLASS evaluation shall not be a requirement for Early Childhood Education staff.

17-16. Self-directed Playtime. Self-directed playtime shall be included in the school day, with the precise length determined by grade level band teams.

17-17. Shared Preparation Time. Early childhood teachers and paraprofessionals shall have at least one shared preparation period per week.

17-18. Kindergarten Report Cards. The BOARD, in consultation with the UNION, shall eliminate letter grades for Kindergarten and transition to a developmental report card.

17-19. Blended Preschool Class Size. Blended preschool programs shall have no more than 17 children enrolled in one class.

17-20. General Education Preschool Class Size. General education preschool programs shall have no more than 20 children enrolled in one class.

17-21. Blended Preschool Program Staffing. The BOARD shall increase staffing levels such that every blended preschool program has at least one general education teacher, one early childhood special educator and one PSRP.

17-22. K-2 Classroom Staffing Ratios. Paraprofessionals in K-2 classrooms should adhere to the following ratios:



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a. Kindergarten: 1 to 12

b. 1st and 2nd grades: 1 to 15

17-23. Staffing Support for Mandated Assessments. The BOARD shall provide guest teachers in Pre-K through 2nd grade classrooms during mandated assessments to provide support.

17-24. We Care Program. The BOARD shall collaborate with the UNION to expand the We Care program, including by ensuring that stipends are provided for all involved in the coaching process and providing release time for virtual instructional coaches and building mentors.

17-25. PSRP Coverage and Ratio Maintenance. Principals shall be required to consult with school PPCs to determine who will plan coverage for absent paraprofessionals to ensure student-to-educator ratio of 1:10 is maintained at all times.

17-26. REACH Addenda. The BOARD, by mutual agreement with the UNION through the Joint Committees on Early Childhood Education, Teacher Evaluation, shall clarify the REACH Early Childhood Addendum. The BOARD shall provide principals with annual training on utilizing the REACH addenda.

17-27. Professional Development. The BOARD, in consultation with the UNION, shall provide Early Childhood educators with more opportunities for professional development, particularly including coaching, bilingual education, and special education.

17-28. Bilingual Early Educator Staffing Levels. The BOARD shall increase the number of bilingual early childhood educators in the school district, at levels determined by mutual agreement with the UNION.

17-29. Culturally Relevant Materials. The BOARD, in consultation with the UNION, shall increase access for early childhood educators to culturally relevant materials, resources, and texts.

17-30. Blended Preschool Program Expansion. The BOARD shall expand blended preschool programs such that there is a minimum of one blended preschool class in every school with a preschool program.

17-31. Toileting. Where SECA coverage is not available, the BOARD shall provide optional professional development to CTU bargaining unit employees to assist students without IEPs who are not toilet trained within the school. The BOARD shall provide CTU bargaining unit employees who opt for such training incentive pay at a rate negotiated by mutual agreement with the UNION.

### ARTICLE 18 CAREER AND TECHNICAL EDUCATION TEACHERS

#### 18-18. Career and Technical Education General.

18-18.1 Career and Technical Education Teachers in approved Career and Technical Education programs teaching 6 periods per day shall be paid their base salary plus twenty percent of their base salary. Funding is to be covered by the school.

18-18.2 CTE programs opened by a school with the support of Career and Technical Education must remain in effect for a minimum of 5 school years before consideration to close the program is considered, except for financial reasons.





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~~18-18.3 School Administrators shall consult with the school LSC prior to closing a CTE program. CTE programs shall not be closed or removed from schools without a majority vote of the school's LSC members, and approval from the standing Joint Committee on Career and Technical Education prior approval of the Chief Officer of College and Career Success or designee. The Chief Officer of College and Career Success or designee shall advise and consult with the Union prior to approving the closure of a CTE program.~~

18-18.4. CTE Program Expansion. The BOARD, in consultation with the UNION through the Joint CTE Committee, shall continue to plan opportunities for Career and Technical Education program expansion in CPS neighborhood high schools.

~~18-18.5. Funding for Career and Technical Education Teachers and CTE Coordinator positions shall be centrally provided by the school district.~~

~~18-20. Nursing and Education CPS Pipeline.~~ The BOARD, in collaboration with the Union, will develop a pipeline program in partnership with local colleges and universities, including the City Colleges of Chicago, to recruit CPS Nursing and Education CTE program students to degree programs followed by employment with the Board. In furtherance of this effort, through recruitment and expansion of program offerings, the BOARD shall double the number of students enrolled in Nursing and Education CTE programs by July 1 of the final year of this Agreement.

~~18-21. Clean Energy Jobs and Green Technology CTE Program.~~ The BOARD shall establish a Clean Energy Jobs and Green Technology CTE Program (e.g. electric vehicle battery manufacturing, solar installation, carbon zero HVAC) in every neighborhood high school. These programs shall be opened first in schools located in environmental justice communities. The BOARD shall further coordinate Clean Energy Jobs CTE Programs with program offerings through the City Colleges of Chicago and partner with community environmental justice organizations to develop curriculum and community programming by no later than July 1, 2025. The Clean Energy Jobs CTE Program shall also include work study opportunities for participating students.

~~18-22. Early Warning System.~~ The standing Joint Committee on Career and Technical Education shall create an early warning system to alert stakeholders of CTE programs with low enrollment, retiring faculty, and/or space issues that could lead to a program pause or closure.

~~18-23. CTE Teacher Recruitment and Retention.~~ The standing Joint Committee on Career and Technical Education shall develop and implement a plan to recruit and retain CTE teachers such that the BOARD will have increased the number of CTE teachers it employees by no less than 100% by the final year of this Agreement.

~~18-24. CTE Equipment Management.~~ The BOARD shall hire a CTE equipment manager to address preventative maintenance, warranties, ordering, and vendors.

~~18-25. CTE Equipment and Equipment Maintenance Funds.~~ The BOARD shall provide funds for regular and necessary maintenance for CTE equipment per CTE grant guidelines and regulations, as overseen by the Joint Committee on Career and Technical Education. The Joint Committee shall establish by July 1, 2025 a baseline list of equipment necessary for every CTE course.

~~18-26. CTE Teacher Externship Program.~~ Recognizing that hands-on industry experience enhances the quality of classroom instruction, the BOARD and the UNION shall establish a Teacher Externship Program for CTE licensed educators.



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- This program will be designed to allow educators to engage with industry professionals, experience real-world applications of their subject matter, and bring back valuable insights to their classrooms.
- Externships will be scheduled during summer breaks or other on-instructional periods to minimize disruption. Participation in externships shall be voluntary. Teachers shall be paid at their hourly rate if externships occur outside duty hours.
- Teachers interested in participating in the externship program will submit an application detailing their interests and objectives. A selection committee comprising UNION and BOARD representatives will review applications, matching teachers with suitable externship opportunities.

**18-27. CTE Professional Development Collaboration.** The BOARD shall support professional development collaboration with the Chicago Teachers Union Foundation through Instructure Apprenticeship that will offer free courses that allow trade-certified CTE educators to obtain their professional educator license, and courses that allow CTE educators to obtain endorsements in different CTE subjects and allow non-CTE teachers to obtain CTE endorsements.

**18-28. CTE Technical Training Center.** The BOARD and the UNION shall by no later than July 1, 2025 agree upon a plan to build a CPS CTE technical training center that will offer training to individuals interested in becoming CTE educators, and continuing education for current CTE educators.

**18-29. CTE Program Expansion.** The BOARD, in consultation with the Union through the Joint CTE Committee, shall continue to plan opportunities for CTE expansion in neighborhood high schools, providing for an equitable enrollment process.

**18-30. CTE Professional Development Days.** There shall be no less than four days during principal directed professional development time dedicated to CTE networking.

**18-31. CTE Career Pathways Orientation.** The Joint Committee on CTE shall develop a CTE Career Pathways Orientation for middle schools and CTE mobile shops.

**18-32. Step Credit for Industry Experience.** CTE educators shall receive salary schedule step credit for all years of relevant industry experience up to 7 years.

**18-33. CTE Geographical Regions and Pathway Programs.** The BOARD and the UNION shall divide the school district into four geographical regions for CTE programming. By 2032, each region will have programs in each of the seven (7) CTE Career Pathways available. The BOARD will open at least one (1) program in each region starting in the 2024-25 school year. Each region will open a different Pathway so stakeholders can prioritize resources already in the region and learning implementation difficulties on smaller scales. The BOARD shall prioritize Pathways for green technology components, ensuring at least one such Pathway program opens each year until 2032. Sustainable Community Schools The BOARD will make best efforts to grant requests from Sustainable Community Schools for Career Pathway hubs.

### ARTICLE 19 ACADEMIC CALENDAR

**19-1. Professional Development Days.** The BOARD shall provide bargaining unit employees with ten paid professional development days per year, which shall be scheduled during or contiguous with the school year. The BOARD may schedule professional development days in full or half-day increments. Principal-directed professional development days shall be aligned to the Learning Forward Professional Learning Standards (including time for active engagement, collaborative cultures, whole school team collaboration, and/or



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individual based learning, etc.). Teachers shall have a duty-free lunch period on professional development days. At least one professional development day per year shall be virtual for all bargaining unit employees.

19-1.1. End-of-Quarter Professional Development Days. Professional Development Days at the end of a quarter shall be teacher-directed and held prior to the due date for grades and report cards.

### 19-4. Regular Academic Calendar.

19-4.1. 208-Day Academic Calendar. Teachers and PSRPs on a 208 paid day academic calendar will be scheduled for 190 work days (including 10 professional development days if applicable), 10 paid vacation days and 8 paid holidays.

19-4.2. 228-Day Academic Calendar. Teachers and PSRPs on a 228 paid day academic calendar will be scheduled for 209 to 210 work days (including 10 professional development days if applicable), 10 paid vacation days and up to 9 paid holidays.

19-4.3. 248-Day Academic Calendar. Teachers and PSRPs on a 248 paid day academic calendar will be scheduled for 229 to 230 work days (including 10 professional development days if applicable), 10 paid vacation days and up to 9 paid holidays.

19-4.4. 52-Week Academic Calendar. Teachers and PSRPs on a 52-week paid day academic calendar will be provided the same professional development days if applicable and the same vacation benefit (commonly based on years of service) and paid holidays (commonly up to 11 paid holidays) as administrators.

[NEW] 19-4.5 The first day back after each break (winter and spring) shall be a non-attendance day for students.

[NEW] 19-4.6 E-learning will be permitted on days of severe inclement weather.

## ARTICLE 20 CLINICIANS

### 20-1. General Provisions.

#### 20-1.1. Definitions.

20-1.1(a). *Teacher Clinicians Defined.* For the purposes of this Article, clinicians are defined as all full-time certified or licensed employees who hold School Service Personnel certifications under Article 21 of the *Illinois School Code* in the following titles: counselor, certified school nurse, school psychologist, school social worker, ~~case manager or individuals assigned case management responsibilities,~~ speech pathologist, occupational therapist, and physical therapist.

20-1.1(b). *PSRP clinicians defined.* For purposes of this Article, PSRP clinicians are defined as full-time certified or licensed employees who are employed in the following titles: PSRP case manager or PSRPs assigned case management responsibilities, licensed practical nurse, health service nurse, and health assistant.

#### 20-1.2. Teacher clinician Regular School Day





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20-1.2(a). *Elementary and Middle Schools*. The regular school day for clinicians assigned to any elementary or middle school (including schools operated by entities other than the BOARD) shall be seven hours with a continuous lunch period of forty-five minutes with no work responsibilities.

20-1.2(b). *High Schools*. The regular school day for clinicians assigned to any high school (including schools operated by entities other than the BOARD) shall be seven hours and fifteen minutes with a continuous lunch period of forty-five minutes with no work responsibilities.

20-1.3. *Teacher Clinician Preparation Periods*. Each clinician's school day shall include one hundred ~~twenty~~sixty minutes of continuous duty-free preparation time. Four days each week the clinician's preparation time shall be self-directed; one day each week at this sixty minute period shall be directed by the principal or the clinician manager, as appropriate.

20-1.4. *Content of Professional Development*. The BOARD shall provide relevant professional development to clinicians to promote positive student and school outcomes. Professional development shall include, but not be limited to, training on new BOARD-managed initiatives and ~~changes to~~ changes to IMPACT and other BOARD hardware and software computer applications. The BOARD shall survey clinicians' professional development needs annually. All clinicians shall receive training for all computer programs required to complete their work.

20-1.4.1 The BOARD will schedule Professional Development sessions focusing on cross-training and collaboration time among different disciplines and case managers.

20-1.4.2 Those assigned to City Wide Assessment Teams shall also be offered additional Professional Development specific to their duties on the Team.

20-1.4.3 Clinicians shall be allowed to participate in Professional Development days virtually

20-1.4.4 The PPC shall discuss upcoming manager-directed Professional development agendas and provide feedback to ensure relevant training for clinicians related to working within CPS.

20-1.4.5 Clinicians providing field instruction and mentoring shall be awarded continuing education credits for the hours worked as a field instructor or mentor.

20-1.5. *Receipt of Tentative Schedules*. Clinicians shall receive their tentative schedules no later than May 15.

20-1.6. *Teacher Clinician Responsibilities*. In programming and directing the work of Office of Diverse Learner Supports and Services clinicians, the BOARD and its administrators shall ~~endeavor to~~ assign duties consistent with the recommendations and guidelines developed by national and other recognized professional organizations, except when such recommendations are inconsistent with fair-share responsibilities or BOARD or local school level administrative and educational requirements.

20-1.7. *Work Space and Equipment for Clinicians*. Clinicians shall be provided with appropriate work space to include a desk, chair and testing tables; a computer; a locking file cabinet with a key; direct access to working copiers, printers and telephones for follow up calls; testing environments that are heated and well ventilated with at least one window; and necessary supplies, including file folders, paper clips and envelopes to store professional protocols. Closets, boiler rooms and other similar spaces are not considered appropriate workspaces. The Office of Diverse Learner Supports and Services shall inform principals annually at the beginning of the year about clinician work space needs in writing. A copy of this written transmission shall be submitted to the City-Wide Professional Problems Committee at the first meeting. The Principal shall provide clinicians access to a designated space within the school building that is confidential, safe, appropriate and private for the provision of therapeutic services and testing to students. The Principal or designee will provide



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clinicians a weekly schedule of the designated space. Work space allocated to clinicians shall provide appropriate privacy for the administration of tests (in accordance with CPS-allocated test requirements and state and national standards) and confidential discussions and shall be as free from noise and interruption as the educational program and the school facility permits. Principles shall provide all necessary materials and information to ensure access to the Clinicians' assigned school buildings (e.g. key fobs, keys, access codes). Clinicians shall also be provided keys to the rooms and spaces where they work and provide services to students. The Office of Diverse Learner Supports and Services shall conduct a survey to be distributed to clinicians before the end of September each school year to ascertain whether the work space conditions are adequate as defined in this article. A process to remediate the situation shall be determined by the Clinician Professional Problems Committee with the Office of Labor Relations and the administrators of Office of Diverse Learners Services and Supports.

20-1.7.1 Clinicians shall be granted the same on site parking privileges as all other educators working within an assigned school. CPS will work with the City of Chicago beginning in 2024 to issue all Clinicians assigned to two or more schools year-long temporary street parking permits every school year.

20-1.7.2 All Clinicians must be provided a method for immediately contacting school office staff in case of a student health emergency.

20-1.7.2 All future remodels or rebuilds of a school must include a private working space for a school psychologist prior to the plans being approved by CPS.

20-1.8. Filling Vacancies. Vacancies in clinician positions shall be filled based upon city-wide needs. First consideration for such vacancies shall be given to those clinicians who have expressed a desire to transfer. Experience shall be a consideration. The final decision as to the transfer shall be made by the Office of Diverse Learner Supports and Services, unless the duties of the position are performed at a single attendance center, in which case the final decision as to transfer shall be made by the receiving school principal.

20-1.9. Travel Time. A clinician who must travel during the afternoon shall be given a daily uninterrupted lunch period of forty-five minutes with no work responsibilities exclusive of travel time.

20-1.10. Meetings Among Related Services Personnel. Related services personnel (e.g., school psychologists, school social workers, speech language pathologists, school nurses, physical therapists, occupational therapists and/or other district resource personnel) shall be provided time to meet periodically with special education teachers during the school day during their preparation periods to discuss matters of professional interest. Related services personnel shall arrange conferences periodically with the teachers of students with disabilities during the school day at times, if possible, when students are not scheduled for their classrooms.

20-1.11. Caseloads for City-Wide Itinerant Teachers and Service Providers. Caseloads for city-wide itinerant teachers and service providers shall be established by the Office of Diverse Learner Supports and Services on a yearly basis taking into consideration the suggestions of the City-Wide Professional Problems Committee. Beginning with the 2024-2025 school year, all clinician caseload will be decreased by reducing required daily minutes by 20% or members will automatically be provided with extended day/overtime pay. The suggestions may include the number of schools per teacher, the number of students per teacher, travel times, direct and consultative minutes, the nature of cases and other relevant matters. Caseloads for city-wide itinerant teachers and service providers shall be assigned on as equitable a basis as possible. The formula used to determine time allocated for clinicians to service schools will be made public. A joint CTU -CPS committee will be formed by the end of the 2024-2025 school year including clinical managers and clinicians to adjust the



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allocation formula as needed to ensure that all components of the clinicians' positions are represented such as MTSS, IEP Evaluations, report writing, mandated training, crisis intervention and the -unique aspects of city-wide positions.

20-1.12. Licensure Compliance. The Board and the Union recognize that clinicians are licensed by the state and must abide by state and federal laws and regulations. The Board will not take any action to jeopardize the professional licensure of clinicians.

20-1.13. Elimination of Subcontracting and Privatization of Clinicians, Teacher Assistants, Librarians, and Nurses. Beginning in the 2020-21 school year, the BOARD will not contract out or otherwise privatize teacher clinician positions (as defined in Article 20-1.1(a)), PSRP clinician positions (as defined in Article 20-1.1(b)), teacher assistants or librarians. Beginning with the 2019-20 school year, the BOARD will implement a program to ~~reduce the number of contract or agency nurses that it currently utilizes with the goal of eliminateing~~ all contract or agency nurses by the end of the term of this Agreement, ~~except for short term substitute and/or supplemental nursing services.~~ Where possible, the BOARD shall endeavor to hire former agency nurses directly.

20-1.13.1. The BOARD will develop and expand a nursing CTE program with incentives for CPS students to become CPS nurses.

20-1.14 Workload Reduction.

20-1.14.1 Workload Reduction Planning and implementation. By the end of the 2024-2025 school year, ODLSS, CPS Talent Department and any other necessary CPS department will create and present a plan to reduce the workload of all city-wide Clinicians. This plan will be presented to the Clinicians City-Wide PPC and the Union Strategic Bargaining team. The plan will begin to be implemented by the beginning of the 2025-2026 school year once the PPC and Strategic Bargaining teams have reviewed, discussed and provided feedback to Talent and ODLSS. This plan should include, but will not be limited to the following aspects of workload reduction:

- Talent Recruitment
- Pipelines for current employees to transition to Clinician positions
- Clear and transparent FTE (Full-time Employee) allocation formulas for all Clinicians Disciplines
- Increased and guaranteed workload relief reduction funds from a Clinician's specific fund based on accurate FTE allocations
- Adherence to each Clinician Discipline's National Associations case load recommendation
- Expansion of Saturday assessment opportunities

20-1.14.2 Team Day scheduling. Clinicians shall not be assigned more than 2 team days a week.

20-1.14.3 Clinicians Workload Reduction Fund. The BOARD shall create a clinicians workload reduction fund to be implemented at the beginning of the 2024-2025 school year. Funds shall be disbursed to all city-wide clinicians based on all IEPs assigned to each clinician.

20-1.15 Interpreters/Bilingual Clinicians.

20-1.15.1 Clinicians, including bilingual clinicians, shall receive additional pay at their hourly rate to perform duties related to translation, intake, and servicing non-English speakers beyond the clinician's regular duties.





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20-1.15.2 Clinicians required to take any additional education courses in order to pass the ISBE bilingual proficiency exam shall be reimbursed for said courses by CPS.

### 20-1.16 Clinician Assignment.

20-1.16.1 Principal assignment requests. Principals shall be required to hold at least two problem solving meetings with a clinician and the clinician's manager before the Principal can request a clinician be reassigned. The principal shall clearly state the reason they believe the clinician cannot appropriately service the school and should be reassigned. The problem solving meetings can be bypassed if a clinician also requests to be reassigned. If a manager decides a clinician will be reassigned, the clinician must be provided a list of all available schools for their selection prior to the May 15th tentative assignment date.

20-1.16.2 Clinician assignment requests. A clinician position vacancy list will be consistently maintained and posted. Clinicians may request a transfer to any open position within their discipline and to the extent possible these request will be honored. Managers will post expected clinician vacancies at all schools for the following school year during the month of April to allow at least two weeks for clinicians to review and request a school transfer for the following school year. In instances where more than one clinician requests a transfer for the same open position, the clinician with the most seniority will have preference for a transfer. Clinicians assigned to two or more schools shall be allowed to request assignment(s) in specific geographic areas so as to diminish excessive travel times between schools. By the end of the 2024-2025 school year, the BOARD shall institute oversight and accountability measures for school administrators at schools where Clinicians regularly request reassignment.

20-1.17 Materials. The BOARD shall provide quality clinical materials (e.g. test kits, equipment). When the BOARD cannot provide quality materials, The BOARD shall reimburse clinicians for all materials purchased.

### 20-1.18 Stipends and Reimbursements.

1. Clinicians shall be allowed to use the supply money (article 7-6) to purchase clinician-elected curriculum.
2. Clinicians assigned to two or more schools shall be allocated the full supply money amount, per article 7-6, for every school assigned.
3. Clinician Mentors shall receive a stipend as determined at a later date by the CTU and BOARD
4. Any clinician performing team lead duties shall received a stipend as determined at a later date by the CTU and BOARD
5. Any clinician mentoring clinician students shall receive continuing education credits that can be utilized towards license renewal
6. Clinicians shall be reimbursed for all costs related to renewing their state professional license
7. Clinicians shall be reimbursed for all costs when attending professional conferences and other non-CPS provided professional development

### 20-1.19 Managerial Practices

1. Clinician Managers and BOARD shall not retaliate against any Clinician for reporting harmful or unethical practices
2. Managers must be tenured in CPS and have a minimum of 5 years working experience in CPS before assuming the role of a manager.
3. Managers shall utilize efficient communication practices with Clinicians including prompt responses to emails (e.g. within 24 hours).
4. Managers shall be centrally located to their group.



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20-1.20. Off-site work. All extended day, workload reduction fund work tasks, and any additional non-service delivery work (e.g. report writing, document uploading, test scoring) beyond a 1.0 allocation can be completed off-site of a CPS location. In instances where a Clinician is scheduled for a team day or other meeting for a particular school on a day they are not scheduled to be at that school, the clinician can participate virtually. If adequate workspace is not available for a Clinician to complete their duties, they shall be allowed to work remotely up to two days a month.

20-1.21 The BOARD shall create and adopt a Clinician Recruitment and Retention plan and policy for all Clinician positions in conjunction with the UNION to be implemented by the end of the 2024-2025 school year. This plan shall include, but shall not be limited to the following:

- Immediate posting of vacancies on the BOARD's job posting site
- Streamlined and efficient hiring and onboarding practices to reduce the hiring delays
- Honor up to 16 years of outside experience for salary schedule step credit (capped at step 16) for new hires and those returning to CPS
- Utilize school-based administration in recruitment and retention efforts
- Allow part-time employment for all Clinician positions, and allow clinicians to work part-time in other job categories
- Phase in clinician increment stipend pay increases over the course of the Agreement to double 2023-2024 levels
- Increase staffing levels to align with each discipline's national association's suggested staff to student ratio
- Conduct a Community Partner Audit to determine what partnerships and services have been effective and create a plan to hire directly for similar roles within CPS at each school.
- Create and implement a retention bonus structure

20-1.22 Coverage for Staffing shortages. In instances when a clinical department has open positions that remain unfilled by the second week of the school year, the funds allocated for those positions must be offered to existing clinicians within that discipline to cover the staffing shortages. These funds can be offered to clinicians through a) extended day opportunities or b) additional allocation of assigned time with more pay (i.e. a clinician is assigned in IMPACT as a 1.1 or 1.2 position). The BOARD must release these funds to be paid to clinicians by the start of the second week of the school year to each clinical department that has open positions (i.e. if a clinical department has 10 open positions, those funds are reserved for that specific clinical department and cannot be assigned to a different clinical department). Clinical managers must notify all clinicians in their department with an offer for extended day opportunities or the opportunity to be assigned a 1.1 or 1.2 allocation.

20-1.23. Flex Days. Clinicians shall participate in flex days in the same manner as teachers.

### **20-2. Counselors.**

20-2.1. Testing. Counselors shall not be required to perform test coordination or test proctoring duties.

20-2.1(a). Elementary and Middle Schools. Wherever possible, no more than forty students shall be tested at any one time.

20-2.1(b). High Schools. Wherever possible, no more than eighty students shall be tested at any one time.

20-2.2. Professional Orientation and Staff Development. A professional orientation meeting for counselors shall be held once each year during the regular school day. The BOARD shall also conduct one annual staff





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development workshop for counselors to review the duties and responsibilities of counselors. School administrators shall schedule beginning of the year activities requiring counselor involvement so that said activities do not prevent counselors from attending beginning of the school year all staff orientation and professional development. The BOARD shall provide counselors with additional release time for professional development specific to counseling during the school day and year.

### 20-2.3. Elementary Staffing Formula.

20-2.3(a). General Objective Student-to-Counselor Ratio. The BOARD shall maintain a student-to-counselor ratio of 250:1, which will be assessed quarterly. ~~The recommendation of the 1960 White House Conference on Children and Youth of a counselee-counselor ratio of six hundred to one at the elementary level is accepted as a desirable goal.~~ Counselors shall receive a centrally funded stipend of \$1,000 per student per semester above the ratio. Funds for additional counseling positions to maintain compliance with this ratio shall be centrally provided.

20-2.3(b). Allocation. All elementary middle and high schools shall be allocated at least a 1.0 centrally funded elementary school counselor position.

20-2.4. New Buildings. New buildings shall include adequate space to conduct interviews and meetings and provide counseling for students.

20-2.5. Guidance Staff Lists. A list of schools with the names of principals and counselors shall be sent to each elementary and high school for the guidance staff.

20-2.6. Counselor Duties. In programming and directing the work of an Elementary, Middle, and High School counselor, a principal shall not assign duties to the counselor that are not consistent with the CPS Reach Framework for School Counselors which will remain aligned with the recommendations of the American School Counselor Association (ASCA). The BOARD shall delineate for principals duties that are appropriate and inappropriate under the ASCA model. Principals will ensure that School Counselors are given adequate time during the school day to deliver Tier 1, 2, and 3 student supports and counseling activities. Counselors shall not be used as prep teachers, substitute teachers, or lead teachers when providing Tier 1 and Tier 2 instruction. Disagreements over this Section shall be resolved initially by the counselor, the principal and the Professional Problems Committee.

20-2.7. Reassignment. Counselors in BOARD-funded counselor positions shall not be reassigned to teaching positions.

20-2.8. Administrator Training. All school and network administrators shall participate in annual training on the role of school counselors, duties appropriate and inappropriate for school counselors, and the REACH framework for school counselor evaluation.

20-2.9. Assignments and Paperwork. Network staff shall not assign school counselors work. Paperwork assigned to counselors shall be kept to a minimum, including paperwork connected to EBIP/AMP, or other comprehensive plan programs, so as to allow counselors to focus on a school's vision, mission, goals, and outcomes.

20-2.10. Illinois School Counselor Association. The BOARD shall fund annual membership dues in full for all school counselors who want to join the Illinois School Counselor Association.





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### **20-3. School Psychologists.**

#### 20-3.1. Work Year.

##### **20-3.1(a).**

All school psychologists and all provisional and temporarily certificated school psychologists shall be employed on a ten-school-month (208-day) basis.

##### **20-3.1(b).**

Pension contributions and sick leave shall be based on the 208-day year.

#### 20-3.2. Supplies.

1. Test kits and other school psychologist materials shall be made available to School Psychologists at the Garfield Park office and all other available Board locations so that no school psychologists has to travel more than five miles to acquire critical work materials or supplies.

2. School Psychologists shall be allowed to request test kits through the CPS mail run.

3. The BOARD shall provide all school psychologists updates cognitive, academic, research-based evaluations.

4. The BOARD shall provide all school psychologists with their own copies of assessments.

5. The BOARD shall provide assessment for every student on the school psychologists' case loads.

6. All wait times for requested for supplies, assessments and materials shall not exceed five working days.

20-3.3 Additional credential attainment and support. The BOARD shall provide all school psychologists with National Certified School Psychologist credential attainment and renewal support.

20-3.4 Correct lane placement. A Master's in psychology will be awarded lane placement on step IV as it is a specialist Master's degree that requires more credit hours than a typical Master's degree (70+ total credit hours). This lane placement shall be applied retroactively to all current school psychologists and the Board will implement the policy change immediately upon ratification of this agreement.

20-3.5 Reach Evaluations. All evaluations must be completed by a psychologist who is currently practicing psychology and in the employees chain of command.

### **20-4 Social Workers**

#### 20-4.1. Work Year.

##### **20-4.1(a).**

All school social workers and all provisional and temporarily certificated school social workers shall be employed on a ten-school-month (208-day) basis.

##### **20-4.1(b).**

Employment of ten-school-month (208-day) school social workers beyond ten school months shall be considered as summer employment. Pension contributions and sick leave shall be based on the 208-day-year.

20-4.2 LCSW attainment. Clinicians holding LCSW license shall receive a stipend equal to that of the NBCT stipend for teachers.

#### 20-4.3. School Social Worker Staffing.

20-4.3.1 Every school shall have at least one school social work assigned per school per instructional day

20-4.3.2 The BOARD shall follow the NASW School Social Worker staffing recommendations when allocating



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SSW staffing positions. The BOARD shall also take into consideration additional factors such as neighborhood violence rate, students protective and risk factors, rate of student living in poverty, number of student newcomers, quantity of IEPs and 504 plans per school, quantity of crisis calls per year per school.

20-4.3.3

20-4.4 Social Worker Pipeline. The BOARD shall create and implement an Education Support Personnel to School Social Worker pipeline by the end of the 2024-2025 school year. The pipeline shall include, at minimum: [PLACEHOLDER. Align with Nurse Pipeline language].

20.4.5 Newly Hired School Social Worker Supports. First year SSWs shall be allocated a 0.8 caseload maximum. In addition to a reduced caseload, first year SSW shall also be provided onboarding materials including testing materials and other items pertinent to their position.

### 20-5. Speech Language Pathologists

20-5.1. Staff Development Workshop. The BOARD shall also conduct one annual staff development workshop for speech pathology teachers and speech language pathologists.

20-5.2. Protocols and Supplies. The BOARD shall provide to all clinicians the number of protocols in proportion to the number of students and schools that they are assigned to service. The BOARD shall make those protocols and supplies available for distribution to all clinicians on the first day of attendance for clinicians.

20-5.3 The BOARD and the UNION will discuss the updated SLP Practice Act (updated July 2023) with the intent of exploring hiring SLPAs.

20-5.4 Bilingual SLPs shall be provided appropriate assessments and materials for their student populations. Bilingual SLPs shall also be provided professional development for the specific needs presented by the bilingual student population.

20-5.5 New hire supports. Newly hired SLPs shall be provided appropriate onboarding materials and "MINT" meetings. Newly hired SLPs shall be assigned mentors who are established veteran clinicians.

### 20-6. School Nurses.

20-6.1. Work Year. All newly appointed school nurses and all provisional and temporarily certificated school nurses shall be employed on a ten-school-month (208- day) basis. Employment of ten-school-month school nurses beyond ten school months shall be considered summer employment. Pension contributions and sick leave shall be based on the 208-day a ten-school-month year.

20-6.2. Supervision. The school nurse and the health assistants assigned to a school are under the supervision of the principal or nurse manager, as appropriate. The school nurse shall have direct supervision over health records as well as responsibility for assigning specific duties to the health assistant which relate to the health program.

20-6.3. Professional Orientation. At least one professional orientation meeting shall be held during the regular school in-service meeting time for all school nurses. Said meeting may be held at the area or city-wide level. It is understood that area meetings may be on different dates in order to provide appropriate resource personnel, if such resource personnel are needed.



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### 20-6.4. Salary Adjustments.

20-6.4(a). All newly appointed school nurses shall receive credit on the teacher salary schedule for full-time nursing experience subsequent to receipt of a bachelor's degree in the manner provided under the provisions of Article 38-1 of this Agreement.

20-6.4(b). All newly appointed PATs and new TATs who are school nurses shall receive credit on the teacher salary schedule for full-time nursing experience subsequent to their his or her receipt of a bachelor's degree in accordance with section 302.8 of the *Chicago Public Schools Policy Manual* (Compensation and Pay Plan) (Board Report: 08-0123-PO1).

20-6.5. Internships for Health Service Nurses. Health service nurses (HSNs) shall be allowed to participate in an on-the-job internship for school nurse certification, under the supervision of a certificated school nurse or an instructor from the certification program. This internship shall be allowable during school hours as long as they are providing services to students and staff in the Chicago Public Schools.

20-6.6. Clerical Assistance. School nurses shall be provided with clerical assistance in consultation with and approval of the principal.

20-6.7. Missed Lunch. Licensed Practical Nurses and Health Service Nurses who work through their regularly scheduled lunch period shall be permitted to schedule it at another time during the day, including at the end of the day.

20-6.8. Nurse Educational Advancement. The BOARD, in consultation with the UNION, will develop and implement a program for LPNs interested in becoming HSNs and HSNs interested in becoming CSNs. The BOARD will devote no less than \$2,000,000 during the term of this Agreement to support tuition assistance for nurses, employees and prospective employees toward mutually agreed upon universities between the BOARD and UNION, as well as other related program costs.\_

20-6.9 Nurse Job Classification Changes. Nurses who advance job classifications will be placed in the appropriate lane according to their level of education and job classification on the step in that lane closest to, but not less than, their salary prior to the change. From there, they shall advance steps and lanes as determined by Appendix A.

20-6.10 Delegation of Medication. Nurses should not be required to delegate medications, as in accordance with the Nurse practice Act.

20-6.11 Duties. During the 2024-2025 school year, the Clinician PPC shall determine duty priorities with ODLS/OSHW.

20-6.12 Floating pool. The BOARD shall create a nurse float pool to cover when other direct service nurses are absent.

20-6.13 All Nurses serving as a preceptor shall receive a stipend to be determined by CPS and the BOARD

**20-7. Counselors, Clinicians and Special Educators Case Management Responsibilities.** The Board shall not require school counselors, clinicians and special educators to perform case management





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responsibilities. The Board and Union shall form a committee to recommend to the CEO how to implement this provision.

### 20-8 Occupational Therapists

#### 20-8.1 Staffing formula

##### 2024 Occupational Therapist Productivity and FTE Formula:

- .05 FTE = 0 - 100 minutes a day
- .10 FTE = 101-175 minutes a day
- .15 FTE = 176 - 225 minutes a day
- .20 FTE = 226 - 300 minutes a day
- "Number of schools" (accommodates for travel)

To ensure increased compliance and service delivery and more accurately reflect the significant duties that are not accounted for in the 2024 formula, the BOARD shall institute the following adjustments to the formula as follows:

- "Number of schools" shall account for the number of separate buildings within school grounds (e.g. a school that has two separate buildings will be considered as 2 school buildings for the purpose of the formula)
- Total minutes shall be reduced by 10% for OTs assigned to 2-5 schools
- Total minutes shall be reduced by 16% for OTs assigned to 6-10 schools
- Total minutes shall be reduced by 46% for OTs assigned to 10 or more schools

20-8.2 The BOARD shall apply sabbatical leave and other leave policies to Occupational Therapists as they are applied to teachers and other tenured staff.

### 20-9 Physical Therapists

20-9.1 Assistive Technology Budget. The BOARD shall create and adequately fund an assistive technology budget to address old and outdated equipment to all for equal access and participation in special education students' education environment

20-9.2 The BOARD shall accurately update SSM to reflect every school and case a Physical Therapist serves. The caseloads and FTE allocations must be adjusted in SSM as they are adjusted through the school year to ensure appropriate caseload sizes and access to workload relief funds.

20-9.3 The PPC and ODLSS managers will establish an updated and efficient plan for distributing assessment materials to Physical Therapists

## ARTICLE 21 SPECIAL EDUCATION TEACHERS

**21-1. Definition of Special Education Teacher.** The phrase "special education teacher" includes all teachers who are deemed highly qualified by the *Illinois State Board of Education Rules and Regulations* to teach students with disabilities and who are assigned or appointed by the BOARD as teachers of students with disabilities.



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21-1.1 Definition of a Case manager. Case Managers are defined as all full-time certified or licensed employees who hold School Service Personnel certifications under Article 21 of the Illinois School Code and are assigned case management responsibilities.

21-2. Temporarily Assigned Teachers. Temporarily assigned teachers with a minimum of eight semester hours of approved credit in special education may replace TATs with no training in special education.

21-3. Lane Advancement. Appointed teachers and temporarily assigned teachers who are deemed highly qualified by the Illinois State Board of Education Rules and Regulations to teach students with disabilities, who are assigned or appointed by the BOARD as teachers of students with disabilities and who have completed thirty semester hours of approved graduate credit in the area of special education shall be permitted to advance to Lane II of the salary schedule. Termination of service in the area of special education shall cause said appointed teacher or temporarily assigned teacher to revert to the appropriate lane of the salary schedule and, further, it shall be the responsibility of the teacher to notify the BOARD of such termination.

21-4. Submission of Applications. Teachers who possess the necessary qualifications for possible assignment in the area of special education are encouraged to submit applications for such assignment.

**21-5. Development, Implementation and Progress Monitoring of Individualized Education Program.** The educational and extracurricular program of a student with disabilities shall be developed by the student's Individualized Education Program team in accordance with the student's Individualized Education Program. The IEP team shall make least restrictive environment (LRE) decisions based on the students' strengths and needs as demonstrated through data. Decisions on the development of the IEP shall be made solely by the IEP team, pursuant to state and federal law, and reflective of the provision of a continuum of services. These decisions shall be made without undue outside coercion by administrators or district representatives. Bargaining unit employees who believe an administrator or district representative has exercised undue influence or coercion on an IEP shall report the matter to the CTU-CPS Joint Special Education Committee, which will be empowered to issue a remedy by mutual agreement. If agreement at the Joint Committee cannot be achieved, the Union may submit the matter directly to arbitration under Article 3. The BOARD shall post on its website a list of specialized programs, including school names and grade-levels served not later than July 1 for the upcoming school year.

**21-6. Meetings Among Clinicians.** Clinicians (e.g., school psychologists, school social workers, speech language pathologists, school nurses, physical therapists, occupational therapists and/or other district resource personnel) shall be provided time to meet every other week with special education teachers during the school day during a principal-directed preparation period for consultation regarding their students. Clinicians shall arrange conferences periodically with the teachers of students with disabilities during the school day at times, if possible, when students are not scheduled for their classrooms.

21-7. In-Service Meetings. CPS shall provide a full day or two half day in-service meetings specific to special education teachers during Week Zero and on quarterly professional development days. ~~one full-day or two half-day in-service meetings per year for all special education teachers shall be scheduled on professional development days.~~ Such meetings shall be held on an area, district, assignment or similar basis to discuss educational, medical and other topics related to their assignments. After consultation with and consent of the school principals, special education teachers may elect between district-wide or locally provided PD when they are offered on the same day.

**21-8. New High School Special Education Teachers of Students with Cognitive Disabilities or Autism.** New special education teachers of high school students with cognitive disabilities or autism shall be



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provided with appropriate in-service education during the school day to the extent possible with the supervisory staff and the substitute service available.

NEW. Post 12th Grade Transition Schools. The Board shall open 3 Post 12th grade transition schools servicing 9th grade to age 22 located equitably across the district.

21-9. Student Referrals. A high school or elementary school special education teacher shall refer a student with cognitive disabilities or autism in that teacher's class at any time said teacher believes re-evaluation is desirable. Said teacher shall continue to be alert to students who appear in need of different special education placement.

**21-10. Grants.** The UNION shall have representation on city-, area- or school-level committees established to plan and develop proposals seeking government funding for programs in special education subject areas.

**21-11. Duties Expected of Special Education Faculty.** In directing the work of a special education teacher, a principal shall ensure that the special education teacher is not assigned any duties not related to school special education services, such as an Advisory Period. —Special Education teachers should not be responsible for instructing, planning, or supervising students who are not listed on their caseload. Disagreements over this Section shall be resolved by the special education teacher, the principal and the Professional Problems Committee.

**21-12. Faculty Meetings.** The principal and special education teacher, including the department chair if any, shall adopt a reasonable schedule for department or grade level faculty meetings to ensure the special education teacher is able to maintain an equitable distribution of resources across such departments or grade levels and to minimize any undue burden on the special education teacher. After consultation with and with the consent of the school principal, special education teachers may elect to collaborate with other special education teachers or clinicians during weekly grade-level meetings.

### **21-13. Work Load for Special Educators and PSRPs.**

21-13.1. Development of Work Load Plan. In accordance with Sections 226.730 and 226.735 of the *Illinois State Board of Education Rules and Regulations*, as they read on June 30, 2015, the BOARD shall develop, in cooperation with the UNION, a plan specifying limits on the work load of its special education teachers to ensure that all services required under the students' Individualized Educational Programs, as well as all needed ancillary and support services, will be provided at the requisite level of intensity. This plan would include caseload limits, extra pay for exceeding caseload limits, identifying more inclusive disabilities and how that affects caseload. The plan This plan shall also include~~also include~~ a procedure for special education teachers to report when they believe their workloads do not comply with the plan and shall contain a method for expeditiously and efficiently resolving any non-compliance. By January 1, 2013, through the parties' Special Education and Case Management Committee, the parties shall review and assess the plan as required by this Section, and the plan shall be amended as necessary or appropriate based on the review and assessment of such committee. The BOARD and the UNION will develop by mutual agreement a workload plan in accordance with Section 226.735 of the Illinois State Board of Education Rules and Regulations with a certain implementation date, to be agreed upon by the BOARD and the UNION, during the term of this Agreement.

21-13.2. Limitations on Work Load. Bargaining unit employees who work with students with disabilities shall not be required to exceed caseloads, class sizes, limits on ratios of students with disabilities to general





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education students and limits on ratios of students with disabilities to teachers and PSRPs as required under law and the CPS IDEA Procedural Manual.

21-13.3. IEP Support in Elective/Non-General Education Classes. Elective/Specials/ Enrichment/ Exploratory and non-general education teachers shall be afforded the opportunity to provide feedback for students they teach on appropriate accommodations and modifications needed in non-general education classes. Any student with minutes in their IEP or 504 outside of general education classes shall have PSRP support written into the school schedule. Paraprofessional support shall be given to students in all settings that the student's IEP or 504 provides.

**21-14. Individualized Education Program Meetings.** Individualized Education Program meetings may be scheduled before, during or after the school day. Bargaining unit employees required to attend such meetings before or after the school day shall be paid their regular instructional hourly rates of pay. Staff shall be provided coverage for IEP meetings and shall not be required to attend IEP meetings during their self-directed preparation periods. ~~Principals are encouraged to use available Cadre substitutes and day-to-day substitutes to provide coverage for teachers participating in such meetings.~~

**21-15 Training and Resource Materials.** The BOARD shall ensure that special education teachers have access to training and resource materials regarding the preparation of Individualized Education Programs. Such materials may be available online. At the beginning of each school year, the BOARD shall advise all special education teachers of the training and resource materials available and shall ensure such teachers are informed of how to access such materials. Principals shall inform special education teachers at the start of the school year the amount of funds that have been allocated in the school budget for special education resources and materials and shall work with the special education teachers to identify which resources and materials will be purchased to best serve the needs of the students. Principals shall be encouraged to use Guidance, developed by the Joint Special Education Committee, on the allocation and the use of these funds ~~the allocation and the use of these funds to meet the needs of the students' IEPs, including but not limited to~~ modified curriculum, assistive technology, and classroom based evaluation tools.

**21-16. Release Time to Complete Individualized Education Programs.** Recognizing that some Individual Education Plans require more time to develop and implement, Principals shall, to the extent possible, disperse IEP writing workload equitably among special education teachers. All schools shall provide collaboration time at the beginning of the school year for special education teachers, general education teachers, clinicians, and support staff as needed.

Special education teachers' job requirements shall prioritize the development and implementation of the Individual Education Plan. Special education teachers shall be released from one principal directed preparation period every two weeks, and one self-selected day per quarter to work on IEP's and the completion of IEP report cards. ~~Additionally, w~~where possible, Principals shall use either substitutes or release time (from principal directed preps, lesson plans and/or other paperwork and workload requirements) as determined through the PPC to provide adequate time for special education teachers to complete these duties during the work day. The Joint Committee will discuss workload issues and relief. If workload issues cannot be solved by the principal and/or the PPC, then the issue may be brought to the Joint Committee.

The district agrees to not increase workload for bargaining unit members due to the Student Specific Corrective Action.



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21-17. [RESERVED -- Was American Sign Language Interpreters Regular School Day. See Article 9-19.1.]

21-18. **Case Load Development.** During Week Zero, School principals, their designees, or Program Manager shall consult with Special Education teachers on case load~~ease~~lead and schedule development~~development~~.

[NEW] Consultation on Special Education Programming. By March 1, the principal, programmer, and the special education team shall consult with each other about special education programming for the next school year.

21-19. **Special Education Student Ratio.** When a student's IEP calls for services in a general education classroom in grades Pre-k through 12th, the student must be served in a class that is composed of students of whom at least 70 percent are without IEPs, that utilizes the general curriculum, that is taught by an instructor certified for general education, and that is not designated as a general remedial classroom.

[NEW] Cluster Program. When determining the teacher to student ratio, the severity of the student's disability shall be taken into consideration. When a cluster classroom has more than two intensive students an additional support staff shall be assigned to the classroom.

21-20. **Special Education Position Funding.** The Board shall provide centralized funding for special education teacher positions. The Board shall develop a process to evaluate and adjust funding allocations for special education teacher and paraprofessional positions. The Joint Committee will develop a timeline and provide input into the process to evaluate and adjust funding allocation for special education positions.

21-20.1. Data Access. A Special Education teacher shall have access to the assessment data, grade book, grades, student roster and attendance data for all students served by the Special Education teacher, including any general education students in that teacher's co-teaching classroom.

21-20.2. [Reserved]

21-20.3. Teaching Location Assignment Changes. When a Special Education Teacher is required to change teaching location and/or room assignment during the school year, the teacher may submit a request to the Principal to have specialized furniture, equipment, and specialized supplies to be moved. If such a request is made, the Principal shall arrange for the equipment and supplies to be moved.

21-20.4. Lesson Preparations. ~~Where administratively possible,~~ The number of lesson preparations for elementary Special Education teachers shall not exceed more than one grade band or more than three grade levels. ~~and~~ Additionally, lesson preparations for high school shall not exceed three, and every effort shall be made to keep the number at two.

21-20.5. Common Preparation Periods. ~~Where administratively possible,~~ Principals shall make every effort to program special and general education teachers so that co-teachers have common preparation periods. In the event that common planning isn't administratively possible, co-teachers shall be given an additional preparation period per week to collaborate. Principals ~~shall~~may also use Principal-directed preparation periods to provide for preparation time for co-teachers.



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21- 20.6. Compensation for Completion of Individualized Education Plans. The Board, by mutual agreement with the Union, shall provide additional compensation for the completion of Individualized Education Plans for special education teachers and related service providers at a mutually agreed upon rate.

21-21. Arts Class Supports. The BOARD shall ensure that students with paraprofessional support in IEPs or 504 plans maintain that support for Art and other exploratory, specials, and enrichment classes, and school schedules are formatted accordingly.

### ARTICLE 22 ITINERANT TEACHERS

**22-2. Geographic Area.** ~~To the extent possible,~~ the Board shall assign itinerant teachers within a designated geographic area.

**22-4. Travel Time.** A itinerant or city-wide teacher clinician who must travel during the afternoon shall be given a daily uninterrupted lunch period of forty-five minutes with no work responsibilities exclusive of travel time.

**22-6. Itinerant Teacher Hubs.** The BOARD will establish Itinerant Teacher Hubs evenly geographically distributed throughout the city to provide Itinerant Teachers with access to workspace, desks, color printing, WiFi, restrooms, drinking water, parking and other work materials. If the BOARD fails to make such spaces available, Itinerant Teachers will be eligible for reimbursement for rented office space.

**22-7. Office Space Assignments.** Office assignments shall be made on a case-by-case basis and are subject to approval by the Union and the impacted Itinerant Teacher. Itinerant Teachers shall not be displaced from workspaces at schools by community partner organization staff or due to a school's "flexible workspace" plan.

**22-8. Citywide Clerk for Itinerant Teachers.** The BOARD will fund an adequate number bargaining unit Citywide Clerk positions to assist with Itinerant Teacher referrals, scheduling of trainings, and Learning Hub coordination.

**22-9. Travel Stipend.** The Itinerant Teacher Travel Stipend shall be increased by a negotiated amount and subject to a tiered system based upon the number of schools to which an Itinerant Teacher is assigned. Payment of the travel stipend shall be issued automatically on a schedule determined by the Itinerant Teacher PPC.

22-9.1. Maximum Daily Travel. Itinerant Teachers shall not be required to visit more than two (2) schools per day, nor required to cross more than two (2) networks within a day.

**22-10. Caseload/Workload/Placement Concerns.** An Itinerant Teacher may request a meeting with relevant school district supervisors to raise concerns about their caseload, workload, or placement. The Itinerant Teacher shall be entitled to UNION representation at any such meeting. The BOARD shall appoint a workspace resolution representative to assist with the resolution of workspace concerns.





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22-11. ODLSS Initiatives and Joint Special Education Committee. Itinerant Teachers shall be consulted on decision-making for all ODLSS initiatives. The Itinerant Teacher PPC shall elect a representative to the Joint BOARD-UNION Special Education Committee.

22-12. Lightweight Laptops. The BOARD shall provide Itinerant Teachers with lightweight laptops for easy transport across the district.

22-13. Parking Passes. All Itinerant Teachers shall be provided with a citywide parking pass that allows parking in all permit-only zones in the city on Monday through Friday from 7:00 a.m. to 4:30 p.m.

22-14. Flex Days. Itinerant Teachers shall participate in flex days in the same manner as regular teachers.

22-15. Telework on Professional Development Days. Itinerant Teachers shall be permitted to telework on self-directed professional development days and to attend professional development meetings virtually.

22-16. Emergency Notifications. The BOARD, in consultation with the UNION, shall develop an effective method by which to notify Itinerant Teachers of emergencies and safety concerns at the schools and other locations (e.g., day care centers) they serve.

22-17. WiFi Access. Itinerant Teachers shall have WiFi access at all work locations, including non-CPS buildings (e.g., day care centers).

22-18. Start of Day. Itinerant Teachers shall be permitted to start their work day at a CPS office if necessary for purposes of email correspondence, checking caseload attendance, and picking up materials.

22-19. Software and Technology Upgrades. The BOARD shall provide all Itinerant Teachers with access to up-to-date software and hardware necessary to do their jobs. Updates shall take place no less frequently than every two (2) years, and shall be based upon feedback from the Itinerant Teacher PPC.

22-20. Assistive Technology Resource Center.

22-20.1. Badges/Office Access. Assistive Technology Itinerants shall be provided central office badges with location access to the Garfield Park, downtown, and Bridgeport offices, with access to building restrooms, stairwells, and lunch areas.

22-20.2. Workload Caps. The BOARD and the UNION shall agree upon workload caps for Assistive Technology Itinerants, and implement increases in staffing, creation of a pipeline programs, and allow Assistive Technology Itinerants to work on Saturdays and during summer assessment to achieve this objective.

22-20.3. Professional Development. The BOARD shall provide professional development to Assistive Technology Itinerants, at no cost to the teachers, to ensure they are up-to-date on assistive technology developments.



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22-20.4. Office Space. Assistive Technology Resource Center staff shall be provided desks at CPS office locations of the employee's choice. These workspaces shall include a locking cabinet, chair, desk, drinking water, clean air, phone, access to restrooms, parking, and space to conduct virtual meetings, teaching, and training. If appropriate office space is not available, ATRC staff shall be permitted to work remotely.

22-20.5. Start of Day and End of Day. ATRC staff shall be permitted to start and end their days at CPS office locations or via telework.

22-20.6. Equipment. ARTC staff performing student evaluations shall have access to equipment with all potentially needed features (e.g., eye gaze, head pointing, switch scanning). ARTC evaluations equipment will be updated every 3 years and ordered on a rolling basis. The funds for ARTC equipment shall be centrally provided.

22-20.7. Reimbursement for Evaluation Materials. ARTC staff shall be eligible to receive reimbursement from the Article 7-6 Supply Money funds for materials and equipment purchased to conduct evaluations brought from school to school.

22-20.8. Expedited Purchasing. The BOARD shall ensure that ARTC purchases through vendors are streamlined so as to meet the requirements of IEPs.

### 22-21. Early Childhood Special Education Itinerant Teachers.

22-21.1. Service Provision Model. The BOARD shall consult with the UNION on amending the service provision model for ECSE Itinerant teachers such that both students in CPS Pre-K Classrooms and community based organization programs receive access to services.

### 22-22. Itinerant Teachers of the Visually Impaired.

22-22.1. Safety Protocols. The BOARD and the UNION shall develop by mutual agreement clear protocols for working with students that pose a safety risk, in view of the close proximity required to assist students with visually impaired students.

22-22.2. Professional Development. The BOARD shall provide professional development to Itinerant Teachers of the Visually Impaired at no cost to the teachers.

### 22-23. Itinerant Teachers of the Deaf and Hard of Hearing.

22-23.1. Caseload Cap and Workload Formula. The BOARD and the UNION shall develop by mutual agreement a caseload cap for Itinerant Teachers of the Deaf and hard of Hearing, along with a workload formula, in consultation with the Deaf and Hard of Hearing Itinerant Team. The caseload cap shall be no more than 800 minutes, take into account a teacher's travel time between multiple schools and across networks, and be decreased if it includes a high volume of evaluations. The workload formula shall include a maximum not to exceed four (4) schools per day, and take into account travel times between schools.



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22-23.2. Materials. The BOARD shall provide using central funds all assessment materials, curriculum, subscriptions, and software for Itinerant Teachers of the Deaf and Hard of Hearing to meet student needs, including, for example, Hearbuilder, The Online Itinerant, Reading A-Z, Hearing Our Way Magazine, etc. The BOARD will consult with Itinerant Teachers of the Deaf and Hard of Hearing through the Itinerant PPC on all such budget items.

22-23.3. Virtual Direct Service. Itinerant Teachers of the Deaf and Hard of Hearing shall be permitted to provide direct service virtually in order to reduce travel times, provided virtual direct service shall not result in an increase to the caseload cap.

22-23.4. Itinerant Teacher of the Deaf and Hard of Hearing positions shall be broken into network assignments so as to limit travel times and aid in recruitment. Teachers caseload shall be assigned by teacher preference in accordance with seniority.

22-23.5. The BOARD shall collaborate with the UNION to create a free online master's and certification program to become DHH certified.

### 22-24. Itinerant Home Hospital Teachers

22-24.1. Assignments. The BOARD shall make citywide teacher hospital assignments on an as-needed basis or based upon hospital census and needs, and shall eliminate compulsory 3-year rotations. When rotations occur, the BOARD shall honor citywide home hospital teachers' top three preferences for each rotation. Seniority and credentials shall determine placements where preference submissions conflict.

22-24.2. Supplies. The BOARD shall supply Itinerant Home Hospital Teachers with funding for the purchase of instructional supplies, materials, and resources (e.g., sensory materials, manipulatives, subscriptions/license for Boardmaker, News-2-you, Unique, BrainPOP, etc.) in addition to the Article 7-6 supply money allotment.

22-24.3. Oversight Council. The BOARD shall establish a Citywide Council which shall function for all material purposes identically to a PPC for the purpose of selecting citywide home hospital teacher managers.

22-24.3. Professional Development. The BOARD shall provide professional development to Itinerant Home Hospital Teachers at no cost to the teachers.

22-24.4. Safety Protocols. The BOARD and the UNION shall develop by mutual agreement clear protocols for working with students that pose a safety risk, in view of the unique environments in which Home Hospital Teachers work.

## ARTICLE 23 CLASSIFICATIONS OF TEACHERS





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**23-2. Appointed Tenured Teacher.** An appointed tenured teacher is a full-time certified teacher who has successfully completed the probationary period required by Section 34-84 of the *Illinois School Code* or who has been reappointed with tenure in accordance with BOARD policies and procedures.

23-2.1. Dismissal for Cause. The BOARD may dismiss appointed tenured teachers for cause in accordance with Section 34-85 of the *Illinois School Code* and BOARD policies and procedures, subject to the provisions of this Agreement.

23-2.2. Displacement, Lay Off or Honorable Termination. The BOARD may displace, lay off or honorably terminate appointed tenured teachers during or at the end of the school year in accordance with the law and BOARD policies and procedures, subject to the provisions of this Agreement.

23-2.3. Reappointment with Tenure. Reappointment with Tenure. Formerly tenured teachers who lost tenure under subparagraph after resignation or honorable dismissal shall be granted tenure upon reappointment to a teacher position under the following circumstances:

1. when the former tenured teacher is reappointed to a teacher position within one (1) calendar year from the effective date of their resignation;

2. when the former tenured teacher lost tenure by accepting a position as an educational support personnel, a certificated administrator, an assistant principal or an interim or contract principal and he/she is reappointed to a teacher position without a break in service to the Board of Education; and

3. when the former tenured teacher is reappointed to a teacher position within two (2) calendar years of his/her honorable dismissal. Nothing in this Section shall be construed to guarantee reappointment to a teacher position or to alter the status of employees, including formerly tenured teachers, employed as an educational support personnel employee, a certificated administrator, an assistant principal or an interim or contract principal.

**23-3. Probationary Appointed Teacher.** A probationary appointed teacher ("PAT") is a full-time certified teacher who is in the process of completing the probationary period defined in Section 34-84 of the *Illinois School Code*.

23-3.1. Dismissal. The BOARD may dismiss PATs for misconduct during or at the end of the school year consistent with BOARD policies and procedures, subject to the provisions of this Agreement.

23-3.2. Displacement, Lay Off or Dismissal. The BOARD may displace, lay off or dismiss PATs during or at the end of the school year in accordance with the law and Board policies and procedures, subject to the provisions of this Agreement.

23-3.3. Renewal or Non-Renewal. The BOARD may non-renew a PAT for the following school year and dismiss the PAT at the end of the current school year as provided in this Section, Article 39 and the teacher evaluation plan. If a PAT's performance for the school year is rated as "excellent," ~~or~~ "proficient," ~~or~~ developing, the PAT shall be renewed for the following school year, but such renewal shall not be a guarantee of employment for the following school year. In the event a PAT's rating is projected to be less than "~~proficient~~developing" and the PAT is recommended for non-renewal for the following school year, the BOARD shall provide the PAT with written notice in private by June 1 of the current school year. A PAT whose final rating is less than "~~developing~~proficient" shall be afforded the opportunity to submit a resignation within ten days of receipt of the rating or projected rating, and the resignation will be effective no earlier than the end of



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the school year. If the PAT resigns, the BOARD agrees to maintain the PAT's health insurance coverage through August. Any notice of non-renewal shall provide the reason(s) for the non-renewal. PATs who are non-renewed are eligible to apply for open teaching positions.

**23-3.4 Reappointment within Ten Months.** A probationary teacher who is reappointed within ten months of the probationary teacher's displacement shall not be considered as suffering a break in service for purposes of the consecutive years' requirement for achieving tenure.

### ARTICLE 25 HOLIDAYS

**25-1. Holidays.** During the term of this Agreement, the BOARD shall recognize the same eight paid holidays per academic year as during the 2023-24 school year, and shall additionally recognize all state and federal holidays as paid holidays.

**25-2. Holidays during Regular Academic Calendar.**

**25-2.1. 208-Day Academic Calendar.** Teachers and PSRPs on a 208 paid day academic calendar will be scheduled for 190 work days (including 10 professional development days if applicable, one of which shall be remote), 10 paid vacation days and 8 paid holidays.

**25-2.2. 228-Day Academic Calendar.** Teachers and PSRPs on a 228 paid day academic calendar will be scheduled for 209 to 210 work days (including 10 professional development days if applicable, one of which shall be remote), 10 paid vacation days and up to 9 paid holidays.

**25-2.3. 248-Day Academic Calendar.** Teachers and PSRPs on a 248 paid day academic calendar will be scheduled for 229 to 230 work days (including 10 professional development days if applicable, one of which shall be remote), 10 paid vacation days and up to 9 paid holidays.

**25-2.4. 52-Week Academic Calendar.** Teachers and PSRPs on a 52-week paid day academic calendar will be provided the same professional development days if applicable and the same vacation benefit (commonly based on years of service) and paid holidays (commonly up to 11 paid holidays) as administrators.

### ARTICLE 26 PERSONAL DAYS

**26-4. Personal Medical Release Day.** Every bargaining unit employee shall receive one personal medical release day per year to be used for annual wellness check appointments with their primary care physician, specialist, or other healthcare provider.

### ARTICLE 27 CLASS COVERAGE

**27-3. Using Appointed Teachers or TATs to Provide Class Coverage.** The BOARD agrees, in principle, that no teacher shall be requested to assume responsibility for students from classrooms of absent teachers when substitutes are unavailable. In elementary schools, middle schools, education and CTE guidance centers and high schools, at no time should special education classes nor special programs, such as library, physical education, shop, TESL, bilingual or special reading classes, be discontinued so that substitute service may be performed by teachers of these programs, except in the case of emergencies, in which case the above teachers shall be subject to last call, ~~with special education teachers the very last to be called,~~



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after available non-teaching certificated personnel have been assigned. Special education teachers should not be assigned to cover classes in the absence of a substitute teacher.

27-3.1. Substitute Teachers for High-needs Schools. CPS shall pay substitute teachers additional compensation when they agree to serve at high-needs schools, as identified by CPS.

27-3.2. Special Education Substitute Teachers. CPS will work with CTU to develop appropriate special education training for substitutes. CPS shall pay all retiree-substitute teachers with special education licenses additional compensation at rates agreed upon with the Union when they serve as substitutes in a special education capacity.

27-3.3. Bilingual Guest Teachers. The BOARD will work with the UNION to develop appropriate bilingual training for guest teachers. The BOARD shall pay all bilingual guest teachers with bilingual licenses additional compensation at rates agreed upon with the Union when they fill bilingual teaching vacancies.

27-3.4. Coverage for Special Education Teachers. The BOARD shall ensure that a guest teacher or TAT is promptly staffed to provide coverage any time a special education teacher is absent or on leave.

**27-5. Rescheduling of Preparation Periods Due to Class Coverage.** The BOARD agrees, in principle, that teachers, during their duty-free professional preparation periods, shall not be requested to take the class of an absent teacher. Whenever a teacher's duty-free professional preparation period is canceled, the principal teacher shall have the option to schedule a make-up duty-free professional preparation period or be compensated at their hourly rate of pay. ~~for that teacher by the end of the next academic quarter following, or by the last day of teacher attendance that school year, whichever occurs first, to the extent practicable.~~ Effective with the 2017-2018 school year and thereafter, if cancelled self-directed preparation periods are not made up in accordance with this Article, they shall be considered lost. The BOARD shall pay the teacher for the lost preparation period at his/her regular hourly rate no later than the start of the next school year.

27-5.1. When a teacher is scheduled to attend a meeting, including IEP meetings during their self directed preparation time, they will be compensated at their hourly rate of pay.

27-5.2 Teachers who miss preparation periods during testing days shall have the option to schedule a make-up duty-free professional preparation period or be compensated at their hourly rate of pay.

**27-10. Class Coverage List.** At the beginning of each school year, and as necessary thereafter, the school principal or his/her designee, in consultation with the PPC, shall create and post an ordered list of emergency class coverage for classroom and special program teachers, under which they shall be assigned coverage on a rotating basis. Special education teachers should not be included on the class coverage list.

**27-12. General Class Coverage Provision.**

**27-12.1. Lunch Period.** Substitutes shall have a continuous duty-free lunch period with no work responsibilities.





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**27-12.2. Professional Development.** Two city-wide or district cluster meetings shall be held annually, to provide professional development for substitute teachers, on topics including special education, English language learners, and technology.

**27-12.4. Substitute Teacher Handbook.** The BOARD shall abide by the provisions of the Substitute Teacher Handbook developed by the BOARD and the UNION during the 2016-17 school year, subject to the terms of this Agreement.

**27-12.5. Geographic-area-specific Cadre Substitutes.** The BOARD shall hire additional cadre substitutes who will agree to any school assigned within a particular geographic area, as defined by the BOARD prior to each school year.

27-12.6. Sick, Personal, and Vacation Days and Leaves of Absence. Guest teachers and guest PSRPs shall be eligible for paid sick days, personal days, and all paid, job-protected leaves of absence in accordance with the accrual formulas applicable to regular teachers and PSRPs. Guest teachers and guest PSRPs shall also receive paid vacation days during winter and spring break in accordance with the accrual formula in Article 43-1.3.

27-12.7. Compensation. [Placeholder] The BOARD and the UNION shall adopt a guest teacher and guest PSRP pay scale with step increments on the basis of years of experience.

27-12.7. Retiree Guest Teachers. The BOARD and the UNION shall adopt an agreed upon premium rate of pay for retired teachers returning to work as guest teachers, restoring the rates from Appendix A.1L from the 2007 CBA and adjusting for the interim contractual COLAs.

27-12.8. Full-time Retiree Teachers. The BOARD-UNION May 24, 2023 Memorandum of Understanding concerning Full-time Retiree Teachers is hereby incorporated by reference and effective for the duration of all extensions of Public Act 102-1013.

27-12.9. Guest Teacher Welcoming Protocols. Schools shall provide guest teachers with classroom keys and critical safety and lockdown procedures upon their arrival. Guest teachers shall be treated with dignity and respect by school administration, including, but not limited to, provision of a respectful work environment consistent with Article 44-25.

27-12.10. Schedules, Preparation Periods and Canceled Assignments. Guest teachers shall follow the schedule, including preparation periods, of the teacher for whom they are providing coverage. In the event a guest teacher is denied a preparation period, the guest teacher will receive an additional \$20 in compensation for the assignment. If an assignment is canceled in Frontline after a guest teacher or guest PSRP has accepted it, the guest teacher or guest PSRP shall receive payment for the day.

27-12.10. Substitute Handbook. The CPS Substitute Teacher Handbook is hereby incorporated into the Agreement by reference. Any changes to the Substitute Handbook must be bargained by mutual agreement by the BOARD and the UNION.

27-12.11. Expedited Rehire Process for Retirees. The BOARD shall establish an expedited process to rehire retirees as guest teachers.



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27-12.12. Professional Development for Guest Teachers and Guest PSRPs. The BOARD shall provide paid professional development opportunities for quest teachers and quest PSRPs.

27-12.13. MOU Concerning Staff to Support Expanded Parental Leave. The BOARD-UNION October 3, 2023 Memorandum of Understanding Concerning Staff to Support Expanded Parental Leave is hereby incorporated into the Agreement.

27-12.14. Incentives. All incentive pay available to quest teachers and quest PSRPs during the 2023-24 school year shall remain available for the duration of this Agreement and shall be increased by the contractual cost of living adjustment each year.

27-12.15. Due Process Prior to Blocking. No Guest Teacher or PSRP shall be blocked from working at any school for an arbitrary, capricious, or discriminatory reason, or without notice of the reason for the block and an opportunity to respond.

27-12.16. Split Classes. In the event a temporary teacher vacancy is not filled and a class is split and its students assigned to other classes for the day, the receiving teacher shall receive additional payment at the percentage of their effective hourly rate equal to the percentage increase in their class size for the day.

27-12.17. Summer School and Night School Guest Teacher and PSRPs. The BOARD shall ensure it has an adequate number of quest teachers and quest PSRPs available to provide class coverage for summer school and night school.

### ARTICLE 28 CLASS SIZE

**28-1.** The BOARD of Education ~~shall acknowledge and strives to maintain class sizes as established in Board Policy Section 301.2 (Class Size) and Board report: 10-0615-PO1 (adopted June 15, 2010) shall provide~~ as follows:

#### **ELEMENTARY SCHOOLS AND CTE GUIDANCE CENTERS (IF ANY)**

##### **A. Staffing**

~~2028~~ at the kindergarten - 3rd grade level

~~2528~~ at the 4th - 8th grade primary level

~~31 at the intermediate level and upper grade level~~

20 in the education and CTE guidance centers (if any)

1. The number of classroom teaching positions provided to each elementary school will generally be determined as follows:

a. The total number of intermediate and upper grade students will be divided by 31 on a whole number basis (i.e., the division will not be extended to a decimal place). If the division is uneven, then the remaining students will be included in the primary membership;

b. The total number of primary students will be divided by 28 extended to one decimal place, and rounded up to the nearest whole number;

c. The total number of kindergarten students will be divided by two, extended to one decimal place, and rounded up to the nearest whole number; this number will then be divided by 28, extended to one decimal place, and rounded up to the nearest half (0.5) number;



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- d. The sum of (a), (b) and (c) represents the total number of teaching positions that will be provided to each elementary school;
  - e. Teachers assigned to the Intensive Reading Improvement Program or to bilingual programs will not be counted as part of the number provided to implement the maximum class size program in each school.
2. The total number of education and CTE guidance center students (if any) will be divided by 20, extended to one decimal place, and rounded up to the nearest whole number.

### B. Organization

#### 1. Elementary Schools With Space Available

In those elementary schools in which space is available, the maximum number of students in classes will generally be as follows:

20 at the kindergarten - 3rd grade level

25 at the 4th - 8th grade primary level

20 in the education and CTE guidance centers (if any)~~27-29 in kindergarten classes~~

~~27-29 in primary-grade classes~~

~~30-32 in intermediate classes and upper-grade classes~~

Implementation of these class sizes in specific schools may result in problems relating to class reorganization, single section classes, split grades, and installation of experimental programs. Local school deviations from the class sizes indicated above may be made by the principal, after consulting the Professional Problems Committee and the teachers involved, when necessary to implement special programs for instructional improvement or to meet special needs of the particular school.

#### 2. Elementary Schools Without Space Available

In those elementary schools in which space is unavailable to organize classes as indicated above, the additional teachers provided under the staffing in (A) will share the curriculum planning, instructional responsibilities, and all other related duties of teachers. Said additional teachers will be programmed in such a way as to provide for maximum teacher-student contacts on a regularly scheduled basis to share the instructional load of the classroom teachers. Said additional teachers should not be used primarily for:

administrative assistance  
building security purposes  
clerical or office-type tasks  
discipline purposes  
substituting  
lunchroom duty  
playground duty  
guidance purposes—adjustment and counseling

3. All schools will be designated as schools with space available or schools without space available. Five periodic reports will be prepared during the school year and will include the following:

- a. a listing of the names of the schools where space is available;
- b. listing of the names of the schools where space is not available and where additional teachers have been assigned.





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4. Elementary schools without space available and where additional teachers have been assigned will:
  - a. receive first priority in the assignment of Cadre and day-to-day substitute teachers;
  - b. have physical education teachers and teacher-librarians assigned based on the number of teaching positions, with each kindergarten class counted as one position.

### II. HIGH SCHOOL STAFFING AND ORGANIZATION<sup>1</sup>

A. The maximum number of students in the classes indicated below will generally be as follows:

English (regular, honors and advanced placement)		<u>2528</u>
English (essential or basic)	25	
Mathematics (regular, honors and advanced placement)	<u>2528</u>	
Mathematics (remedial)		25
Foreign Language	28	
Social Studies		<u>25-28</u>
Business Education		28
General Science–Science Laboratory	<u>2528</u>	
Home Economics–Non-Laboratory	28	

If essential or basic students are programmed in the same English or mathematics class with regular or honors students, the maximum class size will generally be 25 students.

Implementation of the policy on class sizes in specific schools may result in problems relating to individual class sizes, single section classes, installation of experimental programs, scheduling of special subject classes, and class organization and reorganization. Local school deviations from the class sizes indicated above may be made by the principal, after consulting the Professional Problems Committee and the teachers involved, when necessary to implement special programs for instructional improvement or to meet special needs of the particular schools. The total number of subject matter students assigned to each teacher should not exceed the number of subject classes multiplied by the maximum class size for the given subject indicated.

B. The number of students assigned to teachers indicated below will generally be determined by multiplying the number indicated next to the subject by the number of classes in the given subject.

Art	<u>2834</u>
General Music	<u>2834</u>
Physical Education	<u>3540</u>

The number of students in Fine Arts classes, inclusive of Media Arts, shall not exceed the number of equipment stations necessary for the class (i.e., the number of computers, easels, etc.)

### III. ELEMENTARY SCHOOLS–ART & MUSIC

The BOARD will continue to assign art and music teachers to elementary schools in accordance with the following formula:

1.0 full-time centrally-funded certified arts teacher per every 350 students

~~.5 position for schools whose enrollment is 750 or less;~~

~~1.0 position for schools whose enrollment is 751 or more.~~

<sup>1</sup> One of the responsibilities of all high school teachers is to work to improve reading skills of all students in all subject areas.



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### **IV. SHOP, HOME ECONOMICS, LABORATORY AND DRAFTING**

Shop, home economics, laboratory and drafting classes shall be limited in size to the maximum number of work stations available in each individual physical classroom in each school. The number of stations in each individual classroom shall be determined by the individual teacher, school administrator, and the shop supervisor of the BOARD.

### **V. SPECIAL EDUCATION**

The class size in special education classes shall be in accordance with the guidelines established by the BOARD in "Guidelines for Special Education Programs" and the Rules and Regulations of the State Board of Education.

### **VI. ADMINISTRATIVE DISCRETION IN EXCEPTIONAL CIRCUMSTANCES**

The Chief Executive Officer or Chief Financial Officer is authorized to permit deviations from this policy where circumstances in the judgment of either of them require it.

### **VII. PROCEDURES FOR MODIFYING CLASS SIZE POLICY**

Prior to BOARD adoption of any amendments to this policy altering the class size provisions contained herein, notice and an opportunity to meet and confer regarding the alterations will be provided to the UNION at least 45 calendar days prior to implementation.

### **VIII. BILINGUAL CLASS SIZE**

ESL/Bilingual and Dual classes shall have a class size of 80% of the general education class The class size in bilingual classes shall be in accordance with the guidelines established by the BOARD in the BOARD policy for bilingual education and the Rules and Regulations of the State Board of Education.

### **28-3 Class Size Monitoring Process.**

28.3.1. Joint Class Size Assessment Council. Effective the 2020-2021 school year, the BOARD and the UNION shall staff a 12-member Joint Class Size Assessment Council (hereinafter within this Article referred to as "the Council"). Council members must include representation of former educators or school-level administrators. To avoid deadlocks, the parties shall mutually agree upon a neutral tiebreaker appointee who will be a current or former educator. The Council shall be provided with adequate administrative support to carry out its function, which will be paid by CPS and not taken out of class size enforcement funds. The BOARD shall appoint six members, one of whom must be an educator, and the UNION shall appoint six members, one of whom must be an educator. Within 90 days of ratification of this agreement, the Council shall set standards and priorities for addressing oversized classrooms, including targeted relief to ensure equity in Priority Schools. Within the same time period, the Council shall also set standards for the functioning of the Council. The Council shall meet as needed, at the request of either party, beginning thirty days before the first day of student attendance until December 1 of each school year. After December 1, the Council shall meet monthly.

28-3.2. Priority Schools. For the purpose of this Article, Priority Schools are defined as neighborhood schools with 60% or more students attending the school who reside in Tier 1 communities. The BOARD and the UNION have the joint goal of addressing class size in schools where the student population has higher needs and may need more targeted resources in order to ensure equity.



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28-3.3. Council Review of Class Size Data. The Council will be provided with schools' enrollment projections and budget reports following LSC/District approval in the spring, and comprehensive class size data by no later than the 10<sup>th</sup> days after the end of each of the school year, and class size data quarterly. The Council will review projected school budgets, schedules, organization charts, space utilization, and school level staffing. The Council may request additional information from the Council administrator which shall be provided promptly in order to effectuate a timely decision. The Council shall review the class size data with a focus on oversized classrooms in Priority Schools as well as oversized classrooms in other schools as defined in 28-4. Upon review of the data or if notified of either oversized classrooms or oversized high school teaching loads, the Council shall identify which classrooms to investigate further.

28-3.4. Council Review Team Investigations. The Council shall assign two- member review teams, with one member appointed and paid for by the UNION and one member appointed and paid for by the BOARD, to investigate the identified oversized classes. Compensation for Council members shall include reimbursement for travel expenses and members will be paid for travel time. Oversized classes, per Council criteria in alignment with Article 28-4, trigger automatic investigation.

28-3.5. Council Review Team Reports. The Council review teams shall begin their assessment no later than 3 days after notification. When conducting a review of an identified class size issue, the Council review team members shall meet with the principal and impacted teachers, who shall work collaboratively with the Council members to arrive at a solution. Based on its investigation, the review teams shall provide a report to the Council within five days. The report shall include a recommendation as appropriate, inclusive of the input of the principal and impacted teachers, on how to remedy any identified class size issues. The recommendation must be shared simultaneously with the principal and the impacted teachers. The principal shall respond to the Council's final recommendation, if the principal chooses, within three days, or before the next Council meeting, whichever occurs later. These deadlines may be extended at the discretion of the Council for good cause.

28-3.6. Council Decisions. The Council shall issue a decision, either accepting or modifying the review team's recommendation, at the next Council meeting following receipt of the review team's report. The Council's decision may include: separating oversized classrooms; adding teacher assistants; reorganizing classes or class schedules (including possible prospective relief); and other remedies as determined by the Council. The Council will grant funds necessary for the implementation of its decision. The Council shall not impose a remedy that includes establishing multi-grade classrooms in elementary schools. Council decisions are final and binding.

28-3.7. Enforcement. The Joint Class Size Assessment Council shall be the sole and exclusive means of enforcing the commitments set forth in this Article. The Council structure shall be reviewed at the end of the 2020-2021 school year to determine effectiveness and to determine if changes to the Council or the process are necessary to improve the effectiveness of the Council.

28-3.8. Joint Class Size Assessment Council Staff. The BOARD shall fund full-time employee position to assist the Joint Class Size Assessment Council in the performance of its duties set forth in this Article.





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### 28-4. Oversized Classrooms Entitled to Automatic Support Investigation.

The BOARD shall aspire to stay within the class size limits contained within Article 28-1. Effective for the 2020-2021 school year, in the event that class sizes fall within the oversize class limits in columns 4 and 5 in the chart below, it shall trigger an automatic class size support from investigation by the Council. As set forth in Article 28-3, when setting standards and priorities, the Council may set lower limits in Priority Schools and give Priority Schools preference for remedies.

Grade Level	Article 28-1 Class Size Limits	Oversized classes	Article 28-4 Oversized Class Limits  Eff. 7/1/20	Article 28-4 Oversized Class Limits  After 20-21 school year
K	28	29-31	32+ (+4 students over)	Available money for class size reduction in 28-5 will allow for further reduction in subsequent years.
1-3	28	29-31	32+ (+4 students over)	
4-8	31	32-34	35+ (+4 students over)	
9-12	25, 28, 31*	26-31, 29-34, 32-37*	32, 35, 38 (+7, respectively)**	

\*Varies by class - e.g. basic or essential classes are 25, regular 28, etc...

\*\*Or where teacher average load is oversized by 14 students

Within the funding provided for in Article 28-5:

- **Oversized classrooms in grades K-8** shall be addressed either by adding an instructor, or by adding a teacher assistant to each oversized class, or other remedies determined by the Council depending on space available and the number of students.



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- Oversized classrooms (including oversized teacher loads) at the high school level shall be addressed by adding an additional instructor, additional class sections, or other remedies determined by the Council depending on space available and the number of students.

- Effective just second semester of the 2019-20 school year, a teacher assistant or instructor assistant shall be assigned to kindergarten, first grade, second grade, and third grade classrooms that have 32 or more students enrolled. The teacher assistant or instructor assistant shall assist in core instruction and may be shared with more than one classroom. The BOARD shall observe the terms of Article 28-4 of the 2015-19 Agreement for the first semester of the 2019-2020 school year.

- Teachers shall be paid a centrally funded stipend of \$1,000 per student per semester for all classes above contractual limits, which will be assessed on a biweekly basis.

**Article 28-5. Funding.** The BOARD shall provide \$4535 million each Fiscal Year to fund the costs associated with providing class size relief to meet or exceed the class size limits in Article 28-4.

28-6. Tuition Reimbursement. The Board shall provide 100% tuition reimbursement for bargaining unit employees to obtain endorsements in all subject matter shortage areas.

28-7. Class Size Position Instructors. Teachers hired into class positions to address oversized classes pursuant to Article 28-4 above shall have right of first refusal to any positions at the school to which they are assigned that are or become vacant between the last day of the school year and the first day of the succeeding year for which they are qualified.

28.8. Multi-grade Classes. Multi-grade classes shall be subject to the class size limits of the lowest grade/youngest students in the class.

### ARTICLE 32 HEALTH CARE BENEFITS PROGRAM

Placeholder Proposal: In addition to the other proposals shown below, the Union proposes to amend the relevant provisions of the CBA as follows:

The Board shall create a pool of resources to address maternal care needs (including fertility care and embryo storage) and racial healthcare disparities, including but not limited to :

(1) reduction of copays/out-of-pocket maximums/annual contributions,

(2) automatic access to higher quality care, therapeutic supports,

(3) no restriction or additional cost associated with accessing abortion or related health services, etc.

**32-1. Health Benefits Provided.** Except as provided for in Appendix B, the BOARD shall provide for each full-time teacher or other bargaining unit employee medical and health care benefits, including an indemnity/preferred provider option (PPO) plan and an alternative medical pre-paid group health plan.



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32-1.1. Health Benefits During Leave. The BOARD shall provide the applicable coverage for teachers and other bargaining unit employees granted a leave for illness under the provisions of **Board Rule 4-12** or **4-13** and other bargaining unit employees on leave for ordinary or duty disability. Continued coverage for appointed teachers and PSRPs shall not exceed twenty-five school months. Continued coverage for TATs shall not exceed five school months unless extended, provided, however, that all coverage shall terminate at the end of June with the close of school. Such continued coverage is subject to the provisions of Appendix B.

A. The BOARD shall provide the applicable coverage for teachers and other bargaining unit employees granted a leave for illness in the family under the applicable provisions of **Board Rule 4-12** which restricts the duration of said leave to five school months without extension. Such continued coverage is subject to the provisions of Appendix B.

B. The BOARD shall provide the applicable coverage for teachers and other bargaining unit employees granted a Parental Leave of absence under Article 33-7.1 or **Board Rule 4-12** for a maximum of five calendar months. Such continued coverage is subject to the provisions of Appendix B.

C. The BOARD shall provide medical, prescription drug, mental health, dental and vision benefits, flexible spending accounts, life and personal accident insurance and a savings and retirement program as set forth in the summary of the plan design attached hereto as Appendix E, subject to the terms of this Agreement.

32-1.2. The BOARD shall provide medical, prescription drug, mental health, dental and vision benefits, flexible spending accounts, life and personal accident insurance and a savings and retirement program as set forth in the summary description attached hereto as Appendix E, subject to the terms of this Agreement.

32-1.3. Mammography Coverage. All employee health plans shall include coverage for annual physicals and routine and diagnostic mammography in accordance with the Affordable Care Act. This coverage shall not require payment of a deductible.

32-1.4. Infertility Coverage. The Board shall provide 100% coverage benefits in connection with the diagnosis and/or treatment of infertility which are in conformance with guidelines of the American College of Obstetrics and Gynecology. This benefit shall be inclusive of full coverage for storage of embryos and any other frozen storage needs in conjunction with fertility treatment. ~~The BOARD shall provide benefits in connection with the diagnosis and/or treatment of infertility which are in conformance with guidelines of the American College of Obstetrics and Gynecology.~~

32-1.5. Gender-Affirming Care Coverage. The BOARD shall provide gender-affirming healthcare coverage, including for dependents. Gender affirming care coverage shall be clearly communicated to staff and included in the Health Insurance Handbook.

32-1.6. Abortion Care Coverage. The Employer shall provide 100% coverage benefits in connection with the cost of abortion care. The Board shall further provide 100% coverage up to \$1,000 in out-of-state travel costs in the event Illinois law is amended to restrict access to such care.

32-3. **Group Life Insurance.** Effective July 1, 2004 and thereafter, the BOARD will provide group life insurance in the amount of \$25,000.00 for each bargaining unit employee, including teachers granted a leave for illness, illness in the family, child-rearing or FMLA leave, and other bargaining unit employees on leave for ordinary or duty disability, illness in the family, child-rearing, ~~parental~~maternity or paternity leave. Payment of premium for bargaining unit employees on any such leave shall not exceed twenty-five school months.

### ARTICLE 33





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### **LEAVES OF ABSENCE**

**33-3. Personal Illness Leaves for Appointed Teachers.** Personal illness leaves may be extended to a maximum of twenty-five school months for appointed teachers and non probationary PSRPs.

**33-4. Bereavement Leave.** In addition to the provisions of Board Rule 4-14(b), whenever the absence of a bargaining unit employee is caused by the death of the teacher's parent, spouse, spouse's parent, domestic partner, domestic partner's parent, child, brother, sister or grandparent, or due to a miscarriage, such employee shall be paid the basic salary for the number of days absent provided that the number of days shall not exceed ten days with the last five being applied against accumulated allowable sick leave. The BOARD shall allow bereavement days to be taken non-consecutively provided that they are taken in no more than two installments within one month of the date of death. Bargaining unit employees will also be eligible for bereavement leave when a student they taught or worked with dies.

**33-5. Travel or Study Leave.** When a leave has been granted for an appointed teacher or non-probationary PSRP for travel or study, the absence shall not be construed as a break in service so far as seniority is concerned, and the position shall be held open as provided by **Board Rule 4-15(b).**

**33-7. FMLA Leave.** Bargaining unit employees who have been employed for at least twelve months and who have worked a minimum of 1,250 hours of service during the previous twelve-month period shall be entitled to unpaid leave under the Family and Medical Leave Act (FMLA) as set forth in Appendix G.

#### **33-7.1. Parental Leave.**

The CPS Parental and Supplemental Leave Policy, Section 513.3, Board Report 23-0928-PO4 adopted September 28, 2023 is hereby incorporated into the Agreement by reference, provided that the policy will be updated such that full-time PSRPs are provided with the same supplemental leave rights as full-time appointed teachers, and conflicting provisions below will be updated.

A. A teacher may request leave for the purpose of caring for their his-or-her newborn child. Maternity leave benefits are provided through the short-term disability plan. Paternity leave benefits shall be established and modeled after the City of Chicago's paternity leave plan and shall be incorporated into this Agreement.

B. In case of absence exceeding ten consecutive school days due to the birth of their his-or-her child or adoption of their his-or-her child less than five years of age, a teacher, including a domestic partner, may apply for and secure child-rearing leave by filing a written application. The Chief Executive Officer shall have the authority, subject to the approval of the BOARD, to grant child-rearing leave. A child-rearing leave taken subsequent to the effective date of this Agreement shall be for a period of not more than four years from the date on which such leave becomes effective. Continuous child-rearing leaves shall not exceed eight years. **The teacher's position shall be held open during the first period of ten successive school months of child-rearing leave or to the end of the semester immediately following said ten months upon the written request of the teacher for such extension, subject to the approval of the BOARD. Upon the expiration of such period of time, if the teacher thereafter does not return, the teacher's position shall be declared vacant, provided, however, that upon reporting for duty at the expiration of the child-rearing leave, the teacher shall be eligible for immediate assignment. Child-rearing leave may be terminated before the expiration of ten successive school months upon the written request of the teacher.**



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**C. PSRP Parental Leave.** PSRPs may take a parental leave that is the same as teachers of up to five school months provided that they are eligible for a parental leave under the BOARD's policies on family and medical leaves. PSRPs' benefits shall be maintained in accordance with **Board Rule 4-12**.

**D. Surrogacy Leave.** The BOARD shall provide bargaining unit employees who are acting as gestational surrogates up to eight (8) work weeks of paid leave for their own recovery from routine childbirth. Such paid leave may only be taken once per birth event and must be taken within one (1) year following the event.

33-7.2. The provisions of **Board Rule 4-12** pertaining to adoption shall be amended to provide that teachers shall be eligible to apply for child-rearing leave if they accept for adoption a child less than five years of age.

33-7.3. A teacher on child-rearing leave may be permitted to serve as a day-to-day substitute at the daily rate paid such a teacher, except when a teacher granted such a leave shall be eligible for sick pay. A teacher so employed as a day-to-day substitute will not be permitted to count such employment to extend the leave nor for purposes of salary adjustment.

**33-12. Sabbatical Leave.** There shall be no moratorium on sabbatical leaves of absence during the term of this Agreement. The BOARD and the UNION shall adopt a sabbatical leave policy that permits bargaining unit employees to receive a percentage of their annual salary while on sabbatical leave modeled after the New York City Board of Education Regulation on Sabbatical Leaves of Absence.<sup>2</sup>

**33-13. Extended Leave.** In the case of a bargaining unit employee whose continued illness extends beyond the amount of sick leave earned and accumulated, the Talent Office may authorize extended leave with pay.

A request for extended sick leave must be directed to the Director of Absence & Disability who shall develop standards to ensure that a fair and equitable treatment of all employees is maintained with respect to extended sick leave.

Extended sick leave shall be granted at the discretion of the Chief Talent Officer whose decision shall not be subject to further review.

**33-14. Student Teaching.** Bargaining unit employees, including quest teachers and quest PSRPs, shall be permitted to take job-protected leaves of absence and maintain health insurance coverage when student teaching.

**33-15. Leaves of Absence for Fulbright Teacher Exchange Program, Peace Corps Response Program, or Albert Einstein Distinguished Educator Fellowship.** A bargaining unit member qualifies for an unpaid leave of absence equivalent to 12 months to participate in the Fulbright Teacher Exchange program, Peace Corps Response Program, or Albert Einstein Distinguished Educator Fellowship if they have taught for the district for at least five (5) consecutive years. A bargaining unit member who returns from a leave of absence for any of these programs shall be returned to the position from which they took the leave provided they meet the qualifications for the position as they then exist.

**33-16. Return from Disability Pension.** Bargaining unit employees who resign in order to receive disability pension benefits, medically recover, and return to work, shall not be considered to have experienced a break in service.

### **ARTICLE 35 FILLING VACANT POSITIONS**

<sup>2</sup> See <https://www.uft.org/sites/default/files/attachments/chancellors-reg-c-650-sabbatical.pdf>.



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**35-4. Teacher Transfer Periods.** Teachers may transfer effective the second semester of the school year without the consent of their current principal only when the Talent Office receives the administrative transfer request signed by the receiving principal between seventy-five and thirty calendar days prior to the conclusion of the first semester of the school year. Teachers may transfer effective the end of the school year without the consent of their current principal only when the Talent Office receives the administrative transfer request signed by the receiving principal between seventy-five and thirty calendar days prior to the conclusion of the school year. The BOARD and the UNION shall develop mutually agreed upon definitions of what constitutes a lateral transfer versus a promotion for purposes of transfer approval requirements.

### ARTICLE 36 SALARIES AND OTHER COMPENSATION

Summary Proposal: The Union proposes to amend the relevant provisions of the CBA as follows:

- 1) COLAs at the higher of 9% or CPI each year through FY28
- 2) Eliminate multi-year steps on teacher and PSRP salary schedules
- 3) Revise the salary schedule step increments to more fairly and equitably compensate educators across their careers, including veteran teachers
- 4) Eliminate differentiation between instructional and non-instructional rates for extra-duty work, and establish overtime pay rules in line with those of other City of Chicago employees
- 5) Adopt/adapt TRS rules allowing for pensionability of more forms of extra-duty pay
- 6) Provide salary schedule step credit, retroactive to 2020, for up to 7 years (up to Step 8) of outside teaching experience, regardless of whether attained before or after initial CPS hire
- 7) Contractualize a payroll calendar with equal paychecks each pay period
- 8) Provide all CTU bargaining unit employees the option of participating in the work year pay plan or a 12-month deferred pay plan
- 9) No CTU bargaining unit employee salary rate shall be less than 150% of the federal income poverty guidelines for a family of four (\$46,800).
- 10) After 30 years of service, bargaining unit employees shall receive a pensionable \$2,500 bonus for their final year of work for the BOARD.
- 11) Teachers shall be eligible for placement on Lane VI of the salary schedule upon attainment of a doctoral degree, or a master's degree plus 60 credit hours.
- 12) Teachers shall be eligible for lane advancement based upon credit hours completed attaining Montessori certification/endorsement.

#### **36-6. Step and Lane Adjustments.**

**36-6.1. Prior Teaching Experience Within CPS.** Salary step adjustments based on previous teaching experience in the Chicago public schools shall be made no later than forty-five days from the date proper claim is received in the Talent Office.





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36-6.2. Prior Teaching Experience Outside CPS. Salary step adjustments based on previous teaching experience outside the Chicago public schools shall be made no later than forty-five days from the date proper claim and documentary proof verifying employment are received in the Talent Office.

36-6.3. Lane Placement Following Receipt of Degree. Salary lane placement adjustments for Lane II (master's degree) and Lane VI (doctoral degree) shall be made no later than forty-five days from the date proper claim and official transcript certifying completion of all degree requirements are received in the Talent Office. Salary lane placement adjustments for Lane III (fifteen hours of graduate study beyond the master's degree), Lane IV (thirty hours of graduate study beyond the master's degree) and Lane V (forty-five hours of graduate study beyond the master's degree) shall be made no later than forty-five days from the date proper claim and official transcripts verifying successful completion of all course work for the fifteen, thirty or forty-five hours beyond the master's degree are received in the Talent Office. The completion date for the fifteen, thirty or forty-five semester hours of approved graduate credit beyond the master's degree shall be determined by the regionally accredited college or university or the Talent Office.

The annual increment for National Board Certified Teachers set forth in Appendix A-2A shall be paid at the end of the semester following the teacher's submission of proof of such certification to the Talent Office. The annual increment will be paid in two installments. The annual increment will be prorated to reflect either (i) a shortened work year if the teacher begins working after the start of the school year or resigns prior to the end of the school year or (ii) the teacher's receipt of NBCT certification after the start of the school year.

36-6.4. Responsibility for Submitting Claims and Documentation. In accordance with established policy and procedures, the full burden of responsibility for applying for and submitting claims for adjustment and for filing the necessary documentary proof with the Talent Office to substantiate such claims for adjustment of teacher salaries as provided in Section 302.8 of the *Chicago Public Schools Policy Manual* (Compensation and Pay Plan) (Board Report: 08-0123-PO1) shall rest with the teacher.

36-6.5. Acknowledgement of Receipt of Claim. The BOARD shall acknowledge, in writing, the receipt of each claim within twenty-five days and shall note any deficiency in said claim if, at the time the claim is made, the teacher has provided the BOARD with a stamped, self-addressed envelope.

36-6.6. Lane Placement. Credit for purposes of lane placement shall be granted to teachers for participation in subject-related workshops or training sessions which are conducted by industry and other approved organizations and which have been approved in advance by the BOARD. Requests for such approval shall be given in writing to the Department of Instruction Services and submitted sufficiently far in advance to permit appropriate investigations by the BOARD. A reviewing committee set up by the BOARD shall approve or disapprove promotional credits for particular training sessions or educational programs which do not bear university credit and shall determine credit hour equivalencies of such attendance. (This applies to all teachers.)

i. Teachers such as bilingual and Special Education teachers, who may have content certification, shall utilize undergraduate level STEM- related courses for lane credit to boost their content knowledge.

36-7. **PSRP Bonus.** Effective February 1, 2016, the PSRP bonus shall be eliminated and effective July 1, 2016, \$200 shall be added to PSRPs' base salary.

36-8. **Bonus for PSRPs Who Become Highly Qualified Under *No Child Left Behind Act*.** The BOARD shall pay a one-time non-pensionable \$1,000.00 bonus to PSRPs who become highly qualified within the meaning of the *No Child Left Behind Act* and applicable state and federal regulations and who present an Illinois State Board of Education certification of highly qualified status to the Talent Office.



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**36-9. Direct Deposit.** All employees are required to utilize direct deposit for the payment of their salaries and other compensation. The BOARD shall provide a written explanation of a payroll adjustment or change on the direct deposit advice where such adjustment or change occurred. The direct deposit advice shall identify the employee's lane or grade and step placement and the employee's total number of unused sick days.

**36-10. Transportation Allowance Payments.** Transportation allowance payments shall be received no later than the twenty-first day of each month.

**36-14. Budgetary Adjustments.** The Board will continue the practice and formula in effect for the school 2014-15 school year (or its equivalent) during the term of this agreement with respect to budgetary adjustments for schools that have higher than the average teacher salaries so as not to disadvantage those schools due to higher teacher salaries.

High-cost teacher offset. The BOARD shall augment school budgets at those schools with higher-than-average teacher salaries according to the following method: On March 1<sup>st</sup>, the BOARD shall calculate the district-wide average cost of all staffed teacher positions that are funded with SBB or its equivalent under another method and then calculate the average cost of staffed SBB (or equivalent) teachers for each school. If this average cost at any school exceeds the district-wide average, the school will receive a teacher salary adjustment. The amount of the adjustment is calculated by multiplying the difference between the school's average teacher cost and the District's average teacher cost, multiplied by the number of staffed SBB teachers at the school.

36-14.1. Central Funding for Bargaining Unit Employee Salaries. Effective for the 2025-26 school year, all bargaining unit employee salaries shall be centrally funded, rather than coming from individual school budgets, so as to eliminate hiring discrimination against veteran educators.

36-16. Pension Investments. The BOARD and the UNION shall collaborate with the CTPF and MEABF to identify and move away from any investments of bargaining unit employees' deferred compensation that are contributing to climate change and other forces that are harming our students and communities and put our money towards financially sound investments that further an equitable transition to a green future for the benefit of our students, staff and communities. This shall include but not be limited to investments in affordable green social housing that allow our students, their families and our members to live in our city.

36-17. Tuition Reimbursement. CTU members who have worked at least 5 years at CPS shall be given tuition reimbursement in areas related to their subject area or job duties and for high need positions.

### ARTICLE 37 SICK DAYS AND SHORT-TERM DISABILITY LEAVE

**37-1. Sick Days Granted On and After July 1, 2012.** On July 1, 2012, and each July 1 thereafter, the BOARD shall grant eligible employees one sick day per month, up to twelve sick days per year, based on their anticipated active employment for the next school year. Sick days granted on and after July 1, 2012 that are unused at the end of the Fiscal Year will not be carried over to the next Fiscal Year, except as provided in Article 37-3. The BOARD shall not pay out to any employee the value or any part of the value of any sick



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days granted on and after July 1, 2012 that are unused at the time the employee separates from employment for any reason.

37-1.1. Sick Day Pay. The pay for one sick day shall be calculated by multiplying the number of hours the employee is assigned per day by ~~their his or her~~ regular hourly rate of pay.

37-1.2. New Employee Eligibility. New employees are not eligible for sick days during the first sixty calendar days of their employment. After this sixty-day period, such employees shall accrue and be granted sick days retroactive to their dates of appointment.

37-1.3. Sick Day Use. Employees may use sick days for personal or family illness, personal or family medical appointments, and/or childcare or family care emergencies.

**37-5. Short-Term Disability Leave.** Effective January 1, 2013, the BOARD shall establish a short-term disability and paid ~~parental~~maternity leave plan for employees at no cost to employees who are eligible for health care benefits.

37-5.1. Benefits. The short-term disability policy shall provide disability benefits for employee illness in excess of ten consecutive days (including ~~parental~~maternity leave days) as follows: (a) one hundred percent of the employee's regular full-time pay for the first thirty calendar days of the employee's disability and/or ~~parental~~maternity leave; (b) eighty percent of the employee's regular full-time pay for calendar days thirty-one through sixty of the employee's disability and/or ~~parental~~maternity leave; and, (c) sixty percent of the employee's regular full-time pay for calendar days sixty-one through ninety of the employee's disability and/or ~~parental~~maternity leave.

37-5.2. Eligibility for Short-Term Disability and Paid ~~Parental~~Maternity Leave Benefits. Employees are eligible for short-term disability if they satisfy the following requirements: (a) they have been employed for at least sixty calendar days; (b) they have not exhausted ninety paid calendar days of short-term disability or ~~parental~~maternity leave in the preceding twelve-month period; (c) they have exhausted all sick days allotted for the year; (d) they have submitted a qualifying medical certification of their disability or ~~parental~~maternity status; (e) they are not receiving worker's compensation, victims of violence leave or long-term disability benefits for the disability; and (f) they satisfy any other eligibility requirements to qualify for the benefit approved by the LMCC, which approval shall not be unreasonably withheld.

37-5.3. Employee Benefits During Paid Short-Term Disability Leave. Employees on short-term disability leave may continue their employee benefits [e.g., health, dental, life, or 403(b)] on the same terms as if they were actively employed. Deductions shall be made from short-term disability payments for those benefits.

37-5.4. Coordination with FMLA and Supplemental FMLA Leaves of Absence. Short-term disability leaves and any period of sick leave used immediately preceding the short-term disability leave period run in parallel with qualifying FMLA leaves of absence. Time spent on a short-term disability leave of absence shall count towards the maximum number of days or weeks of FMLA or Supplemental FMLA leaves of absence.

37-5.5. Coordination of Donated Sick Days. For members on FMLA with STD who receive donated sick days from colleagues they will be presented with two options on form STD Supplemental Form 022818:





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(1) As part of my STD benefits, I, \_\_\_\_\_, authorize Chicago Public Schools to supplement the STD payment in days 31 through 90 to reach 100% income during such period by usage of my sick day banks. I acknowledge that usage of these days must be in accordance with Chicago Public Schools' sick day policy;

and

(1)(2) As part of my STD benefits, if I \_\_\_\_\_ receive donated sick benefit days I can choose to use half of the donated days to supplement the STD payment in days 31 through 90 to reach 100% income during such period by usage of my sick day bank and/or donated sick bank and save half my donated sick day bank for my return to work for any follow-up doctor appointments or recovery therapies, etc.

**37-6. Transfer of Sick Days.** Employees may donate up to ten (10) sick days from their Grandfathered or CTU sick day banks to another employee who is suffering from a serious medical condition and who is on an approved leave of absence. ~~An employee receiving a donation of sick days may not receive more than forty-five (45) days of sick leave in the aggregate from donor employees and may only receive a donation once during their his or her employment with the BOARD.~~ The BOARD shall further allow employees who separate employment with less than 20 years of service to donate their unused sick days to a districtwide pool that the LMCC will distribute upon request to employees in need with family and medical emergencies.

### ARTICLE 39 TEACHER EVALUATION

#### 39-1. Evaluation Plan and Procedures.

A. The BOARD and the UNION agree with the following goals and purposes for teacher evaluation:

1. To build principals' and/or teachers leaders' expertise in observing and analyzing instruction and supporting teacher development.
2. To engage teachers in reflection and self-assessment regarding their own performance.
3. To provide teachers with information and guidance to inform their development.

B. The BOARD adopted an evaluation plan and procedures ("the evaluation plan") on March 29, 2012. That plan was implemented effective with the start of the 2012-2013 school year, and has remained in place since, with year-to-year amendments through the Joint Teacher Evaluation Committee not inconsistent with the collective bargaining agreement. The BOARD shall share with the UNION members of the Joint Committee a draft of the REACH handbook no later than July 15th of each year and the BOARD and UNION members of the Joint Committee shall try to reach consensus on the language before the BOARD publishes the handbook on or about August 15th.

C. The Joint Teacher Evaluation Committee ("Joint Committee") shall continue its collaboration. The Joint Committee shall consist of five members selected by the



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UNION and five members selected by the BOARD. The Joint Committee shall meet at least one day per month during the regular school year. The Joint Committee shall produce joint recommendations to the Chief Talent Officer and Union President by the end of each school year regarding possible improvements to the implementation of Teacher Evaluations, including efforts to mitigate or eliminate any disproportionate impacts of observations or student growth measures. Student growth scores shall be 30% of the summative rating for the duration of this Agreement, unless before the Agreement's expiration, there is a change in applicable state law, in which case student growth scores shall be the statutory minimum. Joint Committee meetings shall occur where possible during the regular school day. Where necessary, members of the committee who are classroom teachers shall be provided with substitute teachers on meeting days.

The BOARD shall provide bilingual assessments, REACH performance tasks delivered in native language at the same time as other performance tasks with appropriate materials provided. Evaluators shall use all subject-matter evaluation addenda as appropriate when evaluating an educator teaching in that subject matter area, including, but not limited to, special education and bilingual. The Joint Evaluation Committee shall develop by mutual agreement addenda for cluster and other types of special education classes.

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All performance tasks shall be developed by mutual agreement between the Union and the BOARD through the Joint Evaluation Committee.

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D. The BOARD and the UNION shall conduct a new joint study of evaluation implementation, to be renewed and updated annually, for as long as there remains a disproportionate impact of observation or student growth measures of the implementation of the teacher evaluation plan, as determined by the Joint Committee. The Joint Committee shall determine what changes, if any, are necessary to improve the content and procedures of the teacher evaluation plan. Any changes to the teacher evaluation plan shall be communicated to all teachers within ten school days of adoption.

E. The BOARD shall provide the UNION with a calendar prior to each school year setting forth the relevant dates in connection with the Evaluation Plan.

F. The BOARD shall not use school-wide value-added growth measures as a component of student growth in an individual teacher's evaluation.

### **39-1.1. Orientation.**

New teachers to a school and all teachers at a school with a new principal at the start of the school year shall be provided with an orientation session on the teacher evaluation plan during the first week of the school year prior to student attendance, but not later than the 20th day of student attendance, unless they are hired or transferred to the school after the 20th day. In such cases, teachers shall be provided copies, which may be in electronic form, of the teacher evaluation plan. Teachers hired after the first week of the school year shall be provided with said orientation within the first week after their hiring.



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Returning teachers in schools with a returning principal at the start of the school year shall have access to all orientation materials and the teacher evaluation plan on the CPS Knowledge Center. The Joint Committee shall review and determine orientation materials and programs for the 2013-14 school year and thereafter.

**39-1.2. REACH Teacher Evaluation.** The Joint Evaluation Committee shall retain a mutually agreed expert, no later than April 1, 2017, to assist it in studying the REACH evaluation system and to provide recommendations to mitigate or eliminate any disproportionate impacts of the observation or student growth measures.

### 39-2. Evaluation Plan and Procedures.

**39-2.1. Evaluation Plan.** The Evaluation Plan created by this Article constitutes an agreement between the Board and the Union establishing alternative procedures for evaluation, remediation and removal for cause under Section 34-85c of the Illinois School Code. Each teacher shall be evaluated annually or biennially once every three school years as "excellent," "proficient," "developing" (state law equivalent is "need improvement") or "unsatisfactory" by a qualified evaluator in accordance with this Article and the teacher evaluation plan. ~~Effective upon ratification, tenured teachers who are rated in the lower half of developing (a score of 240 to 250) in two consecutive ratings periods shall be rated unsatisfactory, unless in the second year the teacher's professional practice score is proficient or better.~~ Tenured teachers with Proficient or Excellent summative ratings will start their 3 year evaluation cycle school year 2024-2025. Tenured teachers on 3-year cycles shall not have formal observations scheduled in consecutive years. Evaluation shall be optional for tenured teachers in their final year before retirement.

**39-2.2. Qualified Evaluators.** Qualified evaluators are those who have successfully completed evaluation training and prequalification under Section 24A-3 of the *Performance Evaluation Reform Act* and as thereafter required. Observations may only be conducted and evaluations may only be given by qualified evaluators. The BOARD shall provide the UNION a list of qualified evaluators on a quarterly basis. The BOARD, in collaboration with the UNION, shall provide coaching Professional Development to all administrators and evaluators. The BOARD, in collaboration with the UNION, shall provide Professional Development on special education to all administrators and evaluators as well as in other content areas in which administrators or evaluators have limited experience as determined by the Joint Teacher Evaluation Committee.

[NEW] 39-2.3. In the event that the principal and assistant principal in a building are unable to conduct observation due to unexpected circumstances, CPS may appoint a certified evaluator to conduct the evaluations.

A. Additional classroom visits by by school colleagues, network teams, school leadership teams, and/or individuals (e.g. peer observations, walkthroughs, snapshots) are non-evaluative classroom visits and do not count as formal or informal observations and will not contribute towards an educator's REACH Summative Rating.

### 39-2.3. Teacher Practice Observations.

A. *Formal and Informal*





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1. Formal observations shall be preceded by a pre-conference. All formal observations shall be forty-five minutes in duration, the length of the class period or the length of the lesson. Formal observations shall be followed by a post-conference.

2. Informal observations shall be at least fifteen minutes in duration.

### B. *Timing and Number*

1. Timing and Number For PATs, the first observation shall take place after the 1st quarter.- For tenured teachers, The first observation shall take place no sooner than the fifth week of the school year, except that observations of kindergarten teachers and elementary teachers whose classes meet irregularly (such as Art, Music, P.E.) shall take place no sooner than the eighth week of the school year.

- During the 5th through 8th week of the school year, observations are permitted but all reasonable care shall be taken by evaluators to avoid performing observations of Kindergarten teachers during class periods when the KIDS Assessment is being conducted.

2. Each subsequent observation shall be separated by at least one month, ~~or three months for teachers evaluated biennially,~~ and be completed no later than the thirty ~~fourth~~ third week of the school year. Observations shall not occur on the student attendance ~~day~~ week preceding or immediately following Thanksgiving, Winter and Spring breaks.

3. Annual cycle Teachers shall have three observations by qualified evaluators during their evaluation cycles, at least two of which shall be formal observations in order to receive a summative evaluation. 3 year cycle teachers shall have 2 observations by qualified evaluators during their evaluation cycles, at least one of which shall be a formal observation in order to receive a summative evaluation. A 3rd observation may be conducted if both the evaluator and the teacher agree to the third observation. The same evaluator shall conduct the pre-conference, observation and post-conference for each observation.

4. Evaluators shall consider teachers' preferences when scheduling times and dates (and specific classes and subjects) for formal observations. The principal shall share a detailed calendar for the entire school year of REACH observations (including which individual educators will be observed each month) with the PPC and staff before the end of the fourth week of the school year, which shall be updated quarterly. Qualified school-based administrators shall complete at least 50% of all observations required in their individual school in a school year by the end of the first semester.

5. A qualified evaluator other than the principal shall be responsible for evaluating the delegate and the LSC teacher representatives.

6. Teachers who have submitted their retirement paperwork to CPS shall have to option to opt out of REACH evaluations for their retirement year.

### C. *Observations and Conferences.*

1. Pre-observation conferences shall be scheduled with ~~reasonable~~ five school days' notification to the teacher. Once the pre-conference is scheduled and before each pre-conference, the teacher shall tell the



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evaluator the class and subject that will be observed, and the date and time the observation will take place, so that the pre-conference can accurately reflect the teacher's knowledge of students.

2. Pre-observation conferences between the teacher and the evaluator shall take place no later than one week prior to the formal observation. Teachers are encouraged to complete the Pre-Conference Protocol prior to the Pre-Conference. Pre- observation conferences prior to a formal observation shall be private interactive discussions between the evaluator-observer and the teacher at which lesson and unit plans, portfolios of student work, student issues, resource needs, the teacher's identification of areas in which they he or she wishes to have focused feedback from the evaluator-observer and other professional practice issues identified by the teacher or evaluator-observer shall be discussed.

3. Evidence collected during formal or informal observations shall be aligned to the CPS Framework for Teaching. In the case of observations of educators where CPS Addendums exist, no evidence shall contradict such an Addendum. Observation feedback provided to teachers, whether through a REACH observation or non-evaluative observation (e.g., peer observation, learning walk, etc.), shall not be disclosed to anyone except the evaluator(s)/observer(s), the teacher, and authorized UNION representatives.

4. Each formal observation shall take place within five school days of the pre-conference and during the time that the instructional module discussed at the pre-conference is to be taught. Evaluators shall avoid canceling and rescheduling pre-observation conferences. In the event that a pre-conference is canceled within 48 hours of the scheduled time, then the teacher shall receive an additional preparation period to re-plan for the new pre-conference. Cancellations are limited to 1.

5. Post-conferences between the teacher and evaluator-observer shall take place within three to ten school days following the formal observation and shall be private. Feedback after an informal observation may be provided in person or electronically. The teacher may request in person feedback after an informal observation.

6. The evaluator shall provide the teacher with all the evidence, observation scoring and reflections prior to the post conference via the BOARD'S on-line teacher evaluation data system, to which the BOARD will provide teachers unlimited access.

7. The evaluator will reschedule observations if classroom activity has been disrupted at the time of the scheduled observation (e.g., when a co-teacher is absent, if the building loses electricity, when the teacher is conducting a test, etc.)

### D. Summative Evaluation

There will be only one **summative evaluation rating at the end of each teacher's evaluation cycle**. The BOARD shall attempt to provide summative ratings no later than September 15, and the Joint Committee will review its progress toward that goal.

**39-2.4. Inability to Rate or to Provide Rating.** In the event that a tenured teacher or a PAT does not receive an annual summative rating, the previous rating shall be established as the current rating the teacher will have the option of having his or her previous rating as the current rating or receiving a Proficient rating. In the event a probationary appointed teacher does not receive an annual summative rating, the parties will attempt to



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agree on a rating or re-rating during the same year, and, if no agreement is reached, the teacher will have the option of having ~~their his or her~~ previous rating as the current rating or receiving a Proficient rating.

**39-2.4(a). Best Practices.** The Joint Committee has developed a set of “best practices” around teacher evaluation. They are included in the REACH Handbook and shared with teachers at the start of each school year. Observers shall make all reasonable efforts to abide by the best practice guidance. If a teacher rating is adversely affected by an observer’s failure to follow best practices, the observation rating shall be voided. In the case where an observation is voided and there are insufficient remaining observations to support a summative rating the teacher will be rated inability to rate.

**39-2.5. Summative Ratings and Forms.** On or before seven days prior to the last day of student attendance, an evaluator shall provide each teacher with all available components of their summative rating. The summative rating shall include observation scores, student growth scores if available and all other evidence used to determine the summative rating, along with the formula used to calculate the summative rating, provided that the rating shall not include scores from student surveys in school year 2012-2013 or 2013-2014 and shall only include student survey scores in school year 2014-2015 and thereafter if agreed by the Joint Committee. The Joint Committee will determine the timing of end of year (annual or biennial) summative evaluations for the 2013-2014 school year and beyond.

Summative ratings shall be based on the following scale in which points are earned in accordance with the plan.

Level	Minimum	Maximum
Unsatisfactory	100	209
Developing (Needs Improvement)	210	<del>284-259</del>
Proficient	<del>285-260</del>	339
Excellent	340	400

~~For purposes of layoff, the developing rating will be divided into two sublevels—“emerging” with a rating score of between 210 and 250 and “developing” with a rating score of between 251 and 284. Summative Ratings will not be used for layoff purposes. [NOTE: Changes to Appendix H need to be made to conform to this change.]~~

**39-2.7. Clinician Evaluation Plan.** Clinicians shall be evaluated in accordance with the Clinician Evaluation Plan in effect during the 2015-16 school year, and the BOARD shall abide by the Case Review process established in that plan. ~~Clinicians rating cycles shall include no more than one evaluation. Clinicians evaluations shall be a case review of a case selected by the clinician and completed by the clinician’s positions-specific ODLSS coordinator. Tenured clinicians who, in the previous rating cycle, earned a rating of Proficient or Excellent, shall skip one rating cycle and maintain their Proficient or Excellent rating.~~

~~A non-tenured clinician shall be non-renewed only if both observers agree with the less-than-Proficient rating. The BOARD shall provide professional development opportunities to non-tenured clinicians who are non-renewed, focused on the areas of their evaluation that were scored less than proficient. After completion of such professional development, non-tenured clinicians who are non-renewed shall be interviewed for~~





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clinician vacancies for which they qualify. Such interviews shall be conducted by a different ODLSS supervisor than the one who made the non-renewal decision. The clinician may be provided a mentor.

Clinicians who are PATs hired and assigned by the Office of Diverse Learner Support Services (ODLSS) and whose REACH ratings are projected to be ~~250~~210 or below may be non-renewed by ODLSS. Clinicians in their PAT1 or PAT2 year whose REACH ratings are projected between ~~210~~251 and 284 will be renewed by ODLSS and provided support for the following school year. Such support may include from a cooperating senior clinician in the same field and professional development in the areas that they were rated lowest. Clinicians in their PAT3 year or later will continue to be subject to the non-renewal standards and procedures for all other non-tenured teachers.

### 39-4. Tenured Teachers.

**Observations and Evaluation.** Tenured teachers shall be observed and evaluated each school year by a qualified evaluator in accordance with the procedures of Article 39-2.3 and as follows:

A. Tenured teachers shall be evaluated annually or ~~biennially once every three school years~~ by a qualified evaluator in accordance with the teacher evaluation plan. Tenured teachers who received a summative rating of excellent or superior for the 2011-2012 school year shall be placed on a biennial rating schedule and shall be evaluated every two years beginning with the 2013-2014 school year. In school year ~~2014-2015-2023-~~2024 and thereafter, tenured teachers rated excellent or proficient shall be given a summative rating on a ~~biennial three year~~ basis, and all other tenured teachers shall be rated annually. ~~The Joint Committee shall determine the biennial cycle (e.g., alphabetically by even or odd years).~~

B. Observers shall observe tenured teachers on a ~~biennial three year~~ cycle a minimum of ~~2~~3 times during a rating cycle (with no more than ~~2~~1 observations in one year) and may conduct a ~~4<sup>th</sup>~~3<sup>rd</sup> observation if the observer and the teacher agree to do a ~~4<sup>th</sup>~~3<sup>rd</sup> observation. At least one observation must be a formal observation.

**39-5. Post-Observation Conferences and Practice Scoring.** Post-observation conferences are opportunities for the teacher and evaluator-observer to review the teacher's performance under the appropriate *CPS Framework for Teaching*. During that conference, the evaluator-observer and the teacher should discuss opportunities and means to improve teaching performance and teachers shall be given unlocked preliminary scores in Reflect and Learn before the post-observation conference to discuss at the conference. Teachers shall also have five school days to submit a rebuttal in Reflect and Learn after final observation scores are made available. Final observation scores shall not be locked until the teacher has exercised the option of submitting a rebuttal or waiving this option for the observation in Reflect and Learn. After the observation, the evaluator-observer shall issue *CPS Framework for Teaching* component level scores to the teacher that shall be made available to the teacher on the online data sharing system, together with, among other things, (1) comments about the teacher's pre-observation preparation, the observation itself and the teacher's post-observation reflection, (2) identification of specific opportunities for growth, (3) ways and means by which the teacher should pursue opportunities and achieve growth, (4) the resources to be made available to assist the teacher and (5) the evaluator's follow-up. Domain 4 should serve as a self-reflection tool. Teachers' evidence-based self-scoring shall be accepted by the evaluator unless the evaluator provides evidence for a different score.

### 39-8. Remediation of Tenured Teachers Rated Unsatisfactory.

A. During the ninety-school-day remediation period, the evaluator assigned to evaluate the member throughout the remediation period shall not be anyone based within that member's building. As soon as



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practicable, but no later than thirty school days after the issuance of an unsatisfactory summative evaluation to a tenured teacher, the evaluator shall appoint a consulting teacher to assist the teacher in improving their his-or-her performance to proficiency over a ninety-school-day remediation period.

B. Within thirty school days after the issuance of an unsatisfactory summative rating, the qualified evaluator shall conduct a meeting with the teacher under remediation and assigned consulting teacher. At this meeting, a remediation plan developed by the qualified evaluator, with input from the consulting teacher and the teacher under remediation, shall be distributed to the parties and shall become effective immediately.

C. During the ninety-school-day remediation period, the teacher and the consulting teacher shall work together to improve the teacher's performance on components of the *CPS Framework for Teaching* identified in the remediation plan. The BOARD shall provide and pay for professional development chosen by the teacher in remediation aligned to their remediation plan. The teacher and the consulting teacher shall determine a schedule by which the consulting teacher shall observe the teacher's performance during the remediation period and engage in other activities that may be helpful to the teacher in improving their his-or-her performance to proficiency.

D. During the remediation period, an evaluator will conduct a mid-point and final evaluation of the teacher's performance, using the CPS Framework for Teaching as the sole measure of performance during the remediation period. If the teacher is rated "proficient" or better at the conclusion of the remediation period, they he-or-she shall have successfully completed the remediation period. Following successful completion of the remediation plan, the teacher shall be placed on an annual evaluation cycle.

E. The Joint Committee shall discuss and agree upon issues related to remediation design and implementation.

### 39-9. Appeals Process.

A teacher appeals process shall be established to contest certain summative ratings given by a qualified evaluator. It shall be comprised of a committee of four active or retired educators, two of whom shall be selected by agreement of the UNION President and Chief Executive Officer, one of whom shall be selected by the UNION and one of whom shall be selected by the BOARD. All members of the committee shall be qualified evaluators. Both the BOARD and the UNION shall select qualified alternate committee members who may substitute for their regularly appointed members. Individual members of the committee must recuse themselves from cases where they have personal familiarity with the teacher appealing a summative rating and will be replaced by the same appointing entity.

The following teachers will have a right to appeal their ratings according to the timelines outlined in Article 39-9.A:

- Teachers rated unsatisfactory
- Tenured teachers ~~receiving ratings in the lower half of~~ rated developing

~~The following teachers will have right to appeal their ratings if they are laid off out of order of seniority.~~

- ~~● Teachers rated unsatisfactory~~
- ~~● Teachers rated developing~~



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The time for appeal shall as set forth in Article 39-9A and shall commence when the teacher receives a notice of layoff/displacement. The notice shall advise the teacher of their right to appeal their rating.

A. A teacher receiving an unsatisfactory rating, and a second consecutive developing rating that results in an unsatisfactory rating, shall be eligible to use the appeals process by filing a notice of intent to appeal with the appeals committee within ten days of receipt of the rating and then the appeal within thirty calendar days after receipt of the rating. The teacher must also submit a copy of the appeal to the teacher's principal or head administrator. In the appeal, the teacher must state the factual basis for the appeal and identify the evidence that supports the appeal. An appeal may be based on student growth ratings in whole or part only if the teacher identifies a data integrity or data analysis error.

B. Upon receiving an appeal, the appeals committee shall review the written record of the rating. The "written record of the rating" includes (1) the documents and materials submitted by the teacher to the evaluators during pre-conferences and post-conferences or at other times as evidence of the teacher's practice and (2) the evaluator's observations, comments and feedback. The written record of the rating shall not include materials and evidence that the teacher or evaluator was not privy to during the rating process.

C. If the committee determines the written record of the rating to be insufficient to make a ruling, it shall schedule a meeting with the teacher at which the teacher shall be represented by the UNION and with at least one of the qualified evaluator-observers who contributed observation ratings to the teacher's rating. The meeting shall take place within ten school days of receipt of the appeal.

D. The BOARD shall provide the teacher and the UNION with all evidence used by the qualified evaluator to determine the summative rating under appeal five days prior to the meeting.

E. After reviewing the written record of the rating, the appeals committee shall have the right to meet with the teacher and to determine if a formal observation of the teacher appealing the rating shall take place to assist it in its determination. If an observation does take place, the two jointly appointed appeals committee members must conduct the pre-observation conference in accordance with Article 39-2.3(C)(2), and the observation shall take place within five school days of the pre-observation conference.

F. After a review of the written record of the rating and any interview with the teacher and evaluator, and any observation, and following deliberation, the appeals committee may overturn the rating if three of its members conclude that the rating under review is erroneous. If the appeals committee determines by majority vote that the teacher's appeal is to be granted, the BOARD shall revoke the summative rating under appeal and issue the teacher a 25~~10~~ if an unsatisfactory rating was revoked, ~~a 284 if an emerging rating (210-250) was revoked,~~ or a 285 if a developing rating (~~251-284~~) was revoked. A different qualified evaluator shall be assigned to the teacher during the next school year who shall follow all applicable provisions of this Article. No developing rating that results from a sustained appeal of an unsatisfactory rating shall count towards the two- developing rule.

### **ARTICLE 40 TEACHER PROGRAMMING**

**40-1. Programming Considerations.** The principal, in programming a teacher, shall (1) keep the number of preparations to a minimum; (2) ability and qualifications being equal, follow the policy of rotation among qualified personnel in the matters of sessions, teaching, building assignments, special classes, honors and other modified classes and division rooms; (3) consider the teacher's professional background and preparation; and (4) in elementary schools, ability and qualifications being equal, program teachers for the





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grade level and/or departmentalized content area with at which they have the most experience, except that any teacher may request a change in grade level and/or departmentalized content area assignment.

**40-6. Lesson Preparations.** Where administratively possible, the number of lesson preparations shall not exceed three, and every effort shall be made to keep the number at two. Honors and other modified classes shall be considered as separate preparations. Teachers with a full teaching program shall be given preference in the assignment of the number of preparations. CTT courses shall be considered distinct lesson preparations.

A. Ownership of Materials and Publications: Materials developed by the bargaining unit members independent of regular duties, are the exclusive property of the employee.

**40-7. Rotation of Ability Grouping Assignments.** In elementary schools with ability grouping within a single grade level, ability and qualifications being equal, the principal in programming the teacher shall follow the policy of rotation of teacher assignments within the grade level.

**40-8. Justification for Pedagogic Change.** In the event a teacher is programmed to teach a grade level (e.g., early childhood, primary, middle or upper elementary grades) or content area that they he or she has not taught in the last four school years, upon request of the teacher, the principal shall explain why the change was made and, upon the request of the teacher, work with the teacher to develop a relevant professional development plan for the teacher.

40-11. Programming Deadline. School programming shall be done no later than May 1 each year with no more than the maximum contractual number of students programmed into each class/section.

[NEW] 40.12. TEACHERS, INCLUDING SPECIAL EDUCATION TEACHERS, SHALL HAVE NO MORE THAN 2 SUBJECTS/LEVELS IN THE SAME CLASS (E.G. ESL 1 AND 2 OR REGULAR/BILINGUAL BIOLOGY) DURING THE SAME PERIOD. THE CLASS SHALL HAVE NO MORE THAN 12 STUDENTS.

### ARTICLE 44 GENERAL PROVISIONS

**44-4. Washrooms and Rest Areas.** The BOARD shall ensure that all schools are provided with washrooms and rest areas all bargaining unit members that are accessible to all bargaining unit members during all workdays, private, clean and comfortable. Consistent with Illinois Public Act 102-0340, all bathrooms and locker rooms, regardless of designated gender identity, will contain free menstrual products and stall-based trash receptacles for menstrual products.

**44-8. Off-Street Parking.** ~~The BOARD's objective is that b~~Bargaining unit employees ~~shall~~should be provided with off-street parking areas for their automobiles and that ~~this area shall, to the extent possible,~~ be secure and adjacent to the school. In the event bargaining unit employees must park on the street in permit-only parking neighborhoods, the Board ~~will ensure and the Union will work with~~ the City of Chicago ~~to~~ issues to schools parking permit for use by members during school hours.

**44-9. Lunch Areas.** The BOARD's objective is that bargaining unit employees assigned to a permanent work station should be provided a special lunch area and, when this area is not a regular lunchroom, facilities for warming microwave, refrigerating and storing food, ergonomic chairs, art, plants, etc shall be provided to build



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~~community and diminish stress., to the extent that these items are provided for in the annual budget adopted by the BOARD.~~

**44-20. Teacher Access to Technology.** Every teacher shall have access during the school day to a functioning computer with internet access, software, photocopier, facsimile machine and a printer. The BOARD and the UNION share the goal that every teacher shall have a functioning computer with internet access and software at ~~their his or her~~ desk. In order to achieve that objective, the BOARD will conduct a survey to determine how many teachers do not have a functioning computer on their desks and work with the UNION to develop a plan to ensure that teacher have such equipment at their desks. The BOARD's survey of the schools shall be completed no later than January 31, 2013 and the plan developed no later than June 30, 2013. The BOARD shall provide all classrooms with up-to-date technology, including generative artificial intelligence, that is compliant with the law and designed for educational use. The BOARD will provide ongoing technical support and maintenance for Artificial Intelligence technology. To allow for efficient and effective recordkeeping and planning, teachers shall have the sole discretion to determine the appropriate use of technology in the classroom.

**44-21. Limitations on Paperwork.** If the BOARD, principals or other administrators require bargaining unit employees to complete any additional paperwork on a regular basis that is not required by law, whether the work is by paper or electronic, the BOARD shall reasonably mitigate the additional paperwork increase by eliminating other clerical work or paperwork for bargaining unit employees. Any additional paperwork that is not mandated by the BOARD must be approved by the PPC.

At the end of each quarter, tThe Union will identify up to 30 items of paperwork that teachers are currently mandated to complete that they believe are redundant, obsolete or better (more efficiently and effectively) accomplished by other means. The Board will discuss those items with CTU and on those paperwork requirements on which there is agreement that the items are redundant, obsolete or better accomplished by other means, the Board shall eliminate that requirement promptly.

**44-25. Respectful Working Environment.** The following behaviors are inconsistent with a respectful working environment and are impermissible: (a) verbal abuse, which includes, but is not limited to, obscene, threatening, humiliating or intimidating language; and (b) non-verbal abuse, which includes acts that are threatening, humiliating or intimidating. Individual, group or school-wide meetings shall not be utilized to threaten, humiliate or intimidate bargaining unit employees. Employees shall suffer no retaliation for reporting, grieving or protesting workplace bullying. The BOARD shall designate its Equal Employment Compliance Office to investigate allegations that employees, vendors or staff are creating undignified or disrespectful working environments or conditions. Such remedies and corrective actions may include, but are not limited to, reversing adverse actions, directing the training of an employee regarding proper professional conduct toward all employees and vendors, discipline and debarment to the extent permitted by law and/or other corrective actions.

44-25.1 The Board and CTU will develop procedures for a restorative practices resolution process to address concerns from parents.

**44-26. Lactation Breaks-Nursing Mothers.** Each principal or head administrator shall provide reasonable daily break time to an employee who needs to express breast milk. There shall be no limitation on the amount of time an employee needs to take lactation breaks. ~~for her child.~~ The break time shall, if possible, run concurrently with any break time already provided to the employee. Extra break time beyond their scheduled breaks and lunch shall be provided upon request. Each principal or head administrator shall provide ~~employees nursing mothers~~ with a private, quiet and clean space (other than a restroom and the teachers' lounge) with the capability to lock the door, in close proximity to their her-work area where they she may



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express ~~their her~~ milk in privacy, with a designated refrigerator, a clean sink, an electrical outlet and a comfortable chair.

**44-27. National Board Certification.** Commencing July 1, ~~2016~~2024, the BOARD will pay the UNION up to a maximum of \$~~975,000~~750,000.00 per year, ~~approximately no more than~~ \$11,000.00 per candidate, for the purposes of candidate recruitment and support, professional development, NBCT renewal, and program management. The program shall be open to all BOARD teachers, counselors, and librarians. ~~For SY2015-16, the Board shall pay to the CTU the following:~~

~~\$320,000 for training 40 first-time NBCT candidates;~~

~~\$176,000 for 44 NBCT renewal candidates; and~~

~~\$150,000 for a management fee.~~

**44-30. Lesson Planning.** The development of instructional plans, including both unit and lesson plans, is a professional responsibility vital to effective teaching. Principals and/or network administrators shall not require that teachers submit separate unit and lesson plans. Special Education teachers who are working in a co-teaching setting or not providing direct instruction shall supplement the general education teacher's unit or lesson plan, and shall not be required to submit a separate unit or lesson plan. The organization, format, notation and other physical aspects of and the instructional strategies to be used for the lesson plan are within the teacher's discretion. Principals or supervisors may require that teachers include certain categories ~~for~~ in instructional plans (i.e., content standards, student learning outcomes, methods of assessment, learning tasks and materials, grade-appropriate levels of texts, differentiated instructional strategies that meet the needs of the individual students in the class) but may not require a particular format or organization, ~~except when required by accrediting agencies of particular programs that schools are implementing (e.g., International Baccalaureate).~~ Common instructional plans for courses or subjects may be developed and used by grade bands or subject departments. Teachers shall have reasonable time to submit lesson plans or supplements.

### 44-32. Assessments.

44-32.1. Required Assessments. No later than June 30<sup>th</sup> of each year (or as soon as practicable after ISBE has published the state assessment calendar), the Board shall publish an assessment calendar for the subsequent school year, which shall consist of assessments mandated by the district for REACH, required to meet the mandates of state or federal laws and regulations, and mandated by a program (i.e., IB or any program that requires a test for student credit or program accreditation).

44-32.2. Additional Assessments. Schools shall determine assessments to be administered in conjunction with the development of the School Improvement Plan for Advancing Academic Achievement (SIPAA) which is currently known as the Continuous Improvement Work Plan (CIWP). Each year in the spring, Teachers and the Principal will collaborate to develop a recommended plan for additional assessments, if any, per grade band or content area/department. Prior to voting, the CEO or designee, may review and revise the proposed assessment plan, which shall be presented to and discussed with the school faculty. Teachers and the principal will then vote on the adoption of the plan, which shall be adopted by majority vote. If the plan is not adopted, and the faculty, and/or the CEO or designee cannot agree on an alternative plan, the school's assessment plan will consist of only the required assessments referenced in Article 44-32.1. The BOARD, by mutual agreement with the UNION, shall adopt assessment vote voting procedures by December 31, 2024. the Union or the CEO or designee may submit the matter for resolution at strategic bargaining. The assessment decision will be included in the school's PD plan and reviewed by the district.





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44-32.3. Submission of Concerns. The District shall provide a way that staff can submit any issues and/or concerns (e.g. dedicated assessment email box) to Central Office in a confidential manner. CPS and CTU will meet quarterly to review their concerns and/or issues that are submitted.

44-32.4. Testing Equity. The Board will ensure testing equity of english language learners by providing all sections of mandated test and assessments (except for the English Language proficiency test) are in a students home language.

### 44-33. Grading Practices.

44-33.1. Teachers Grading Responsibilities. Teachers are responsible for regularly assessing student progress, notifying students and parents of student progress and for determining students' grades in the subject area or activity for which the teacher is responsible. Teachers shall exercise their independent professional judgment in developing their grading practices. They shall determine the number, type, weighting and frequency of student assignments and tests or other assessments that are used to determine individual course grades. In making that determination, Teachers shall follow the grading guidelines established in \_\_\_-2 and district policies on grade changes, grade point averages and grade band values in accordance with Article \_\_\_-2, Teachers' grading practices must be published at the beginning of the course and must be clear to students, parents, administration and staff.

44-33.2. Grading Practice Guidelines. CPS and CTU shall form a joint task force of 10 educators (five appointed by CPS and five appointed by CTU) to develop CPS professional standards and guidelines for teacher grading practices, e.g., recommended frequency and sequencing of assessment, number of assessments per quarter etc. These grading practice guidelines shall require a coherent approach to grading practices within schools, grade bands and content teams, the use of CPS electronic parent portal "Gradebook" or other electronic system for housing student grades and notifying students and parents of assignments, assessment and grades. The taskforce shall develop the guidelines by consensus to the extent possible and, where not possible, by majority vote of the taskforce members. The taskforce shall issue guidelines as soon as practicable, but in no event later than May 15, 2017, which principals, evaluators and network administrators shall use to guide and assess teachers' grading practices.

44-33.3. [NEW] The Professional Grading Standards and Grading Practices Guidelines for Chicago Public Standards adopted and developed by the Joint CTU-CBOE Task force and adopted on August 15, 2017 is incorporated by reference. The grading guidelines cannot be amended or altered without agreement from the Union.

~~44-34. Subcontracting of Certified Nursing Services. In the event that the BOARD decides to contract for certified nursing services, the BOARD shall meet and confer with the UNION prior to contracting to discuss whether there are alternatives to contracting. If the BOARD contracts, it will bargain with the UNION over the impacts and effects of the contract on the bargaining unit.~~

44-36. IEP Interpreter Stipend. The BOARD will ~~compensate~~ provide employees for interpreter training and services at their hourly rate in .25 increments a \$500 stipend for all time each semester that the employee who regularly serves as an interpreter at IEP meetings until such time as the BOARD establishes an internal certification process. Once the internal certification process is established, any employee who obtains the certification will receive the stipend so long as the employee agrees to interpret at IEP meetings. The BOARD will create a process that allows for members to self-submit evidence of training completed and services provided so that payment can be made in a timely manner.- American Sign Language Interpreters who provide sign language interpretation services at IEP meetings shall be eligible for this stipend.



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44-38. Fine Arts Budget. Each school shall have a Fine Arts budget equivalent to \$15 per student.

44-39. Role of Networks. CTU shall determine the way in which networks will support local schools.

44-40. Safe Access and Teacher Development. Provide ongoing training and resources for teachers, administration, and students to understand and use artificial intelligence in a responsible way.

44-41. Accessibility and Inclusivity. The BOARD commits to providing technology, including generative artificial intelligence, that is accessible and inclusive for all students, teachers, and administrators, accounting for socioeconomic status, disability, assistive devices, etc.

44-42. Intellectual Property Rights. Instructional Staff shall own and may use their own lesson plans, assessments, and instructional materials developed, without being deemed in violation of any employment agreement. When separation of employment occurs, for any reason, Instructional Staff shall be provided two weeks with reasonable access to collect any personal belongings and/or electronic files that the employee created or maintained. Separated employees who are unable to retrieve their own files shall have any paper files, computer files, and virtual/electronic files that are pertinent to lesson planning sent or delivered to them by the Employer within one week of separation.

44-43. Teacher Autonomy Over Curriculum. Teachers are empowered to determine which units and daily lesson plans are useful to meet their learning goals and objectives.

a. Where a teacher has an existing curriculum and uses it successfully to meet state and district learning objectives, teachers will not be forced to adopt a district mandated curriculum (i.e Skyline) or constitute its parts.

b. Even where a school has decided to use a district provided curriculum, individual educators are under no obligation to implement said curriculum as a whole and can choose what works best for their students needs and meet the learning objectives based on Common Core State Standards and Next Generation Science Standards, state mandates on Black history, genocide and Holocaust study, Disability Rights Movement, LGBTQ contributions, culturally responsive teaching and learning standards, Reparations Won, CPS on interdisciplinary latin american studies, TEAACH ACT, Native American history, and antiracist curriculum, etc.

c. Where a district mandated curriculum has been implemented, teachers should have access to all of the materials related to the curriculum prior to the beginning of the school year and be given the capability to modify lessons and assessments for students with disabilities and multilingual learners.

d. Teachers shall not be coerced, retaliated against, or disciplined for using their preferred curriculum and materials.

e. The BOARD shall make all district mandated curriculum training available during work hours.

f. The BOARD shall reallocate future expenditures for district wide curriculum to provide schools with their preferred high quality curriculum options.

g. The BOARD shall conduct an equity survey to determine which schools have been mandated to use a district wide curriculum such as Skyline.

44-44. Recycling Program. CPS will create a school based and district wide recycling program to minimize paper waste.

44-45. Local School Council. Individuals who work for CPS partner organizations but do not financially benefit, shall be allowed to fill positions on the Local School Council. CPS employees shall be allowed to fill positions on the Local School Council as parent and community representatives.



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44-46. Time Clock Policy. The BOARD shall abolish Kronos and adopt a policy whereby all bargaining unit employees are required to swipe the time clock no more than once per day (i.e., clock-in only).

44-47. Safe Schools and Other Mandatory Training. Bargaining unit employees shall be provided sufficient time during principal-directed professional development hours within the contractual work day to complete Safe Schools training and all other mandatory training.

44-48. Virtual Academy. [Placeholder]. The BOARD and the UNION shall bargain terms regarding working conditions specific to Virtual Academy, including a prohibition on any requirement that Virtual Academy teachers record their classes.

### ARTICLE 45 COMMITTEES

45-4.3. Student Discipline, Violence Prevention, Truancy and School Safety. A standing Student Discipline, Violence Prevention, Truancy and School Safety Committee is established to study and make recommendations with respect to student discipline, truancy and school safety issues. The BOARD will receive recommendations from the Student Discipline, Truancy and School Safety Committee to improve the culture and climate of the schools in order to implement the BOARD's commitment to Restorative Justice practices, Social Emotional Learning, Safety, Security and fidelity in student attendance reporting.

45-4.4. Special Education. A standing Special Education Committee is established to study and make recommendations with special education, students with disabilities, the unique concerns of cluster programs, special education teacher workload, and related issues. The Committee shall investigate workload complaints from bargaining unit employees working with students with disabilities, including special education teachers, clinicians and counselors. The Committee shall make recommendations to the Chief Executive Officer, with a copy to the UNION President.

45-4.7. Workload Reduction Funding. The BOARD agrees to commit \$5,000,000 2,500,000 per year during this Agreement to fund costs associated with workload reduction as jointly recommended by the Special Education Committee, the Counselor and Case Management Committee, and the Clinician Work Load Committee. The CPS Special Education Workload Funds Guidance is hereby incorporated by reference into the Agreement.

45-4.19. Sports. A 10-member Sports Committee is established, with 5 members appointed by the Board and 5 members appointed by the Union. The Joint Sports Committee shall have the following responsibilities:

- Review the allocation of resources including, but not limited to, transportation, equipment, uniforms, and necessary supplies to ensure that schools in need of greater support for athletics receive priority in distribution of available funds, including securing corporate sponsorships, donations and grant dollars
- Create a model for greater equity in compensation for coaches across all sports categories

~~The Joint Committee will have \$5 million annually above and beyond the current budget allocation for sports administration.—~~

45-4.20. Joint Educator Recruitment and Retention Committee. A standing committee on educator recruitment and retention is established to further develop and maintain educator pipeline programs and programs to support educators and promote retention. The committee will create streamlined guidance





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between colleges and universities, CPS, and the CTU Foundation for pathways to teaching careers for CPS students and non-teaching CPS staff. The committee will further ensure that the BOARD's financial support for Grow Your Own increases by at least 10% each year of this Agreement.

45-4.21. Joint Climate Justice Committee. A standing committee on climate justice is established to develop and implement district-wide climate justice initiatives, including the development of curriculum and teaching materials.

45-4.22. District-level Joint Safety Committee. A standing district-level joint committee is established for the purpose of identifying and rectifying issues that affect the safety of students and staff, including but not limited to monitoring and enforcing implementation of and compliance with COVID-19 and other safety measures. The Safety committee shall review safe practices, encourage and monitor compliance with the BOARD's health and safety protocols, including written COVID-19 protocols, as well as the checklist above. Nothing in this Article alters or diminishes the parties' rights under applicable law or the right to file grievances under this Agreement. The safety committee shall have access to all information, not exempt from disclosure by law, pertaining to enforcement of this Agreement. The committee will meet at least once per month. In the event of a public health emergency or governor-declared state of emergency, the BOARD shall abide by all laws and regulations pertaining to staff and student safety, and shall further bargain with the UNION over affected employee working conditions and the impact upon request and as necessary under applicable law before implementation. Upon notice to a school principal, safety committee designees shall be permitted to inspect any CPS school building.

The Committee shall make every effort to organize meetings around a joint agenda, prepared and shared between the parties the day prior to the meeting. The meetings will start by addressing new referrals from building-level committees, specifically items referred to the District committee since the Isaw meeting.

45-4.23. Joint School Counseling Committee. A standing committee on School Counseling is established to address issues facing CPS school counseling programs.

45-4.24. Joint Housing Committee. A standing committee on Housing is established to review and develop STLS and housing services the BOARD and the City of Chicago are providing to CPS students and families. The BOARD and the City shall submit to the Joint Housing Committee a semi-annual report on all such existing services.

45-4.25. Joint Climate, Safety and Facility Preparedness Committee. A standing committee on Climate, Safety, and Facilities Preparedness is established. The Committee shall be comprised of five members appointed by the Union and five members appointed by the Board and shall meet on both standing and emergency bases. Standing meetings of the committee shall occur no less than once per month.

1) Standing Objectives.

a) Assess school district facilities infrastructure preparedness for climate events and develop joint recommendations and timeline for necessary improvements by June 2023

b) Create a Green Schools Capital Improvement Plan for CPS to convert no less than half of all district school facilities to clean and renewable energy sources by 2033, including through the use of federal, state, and grant funding for decarbonization and green infrastructure.



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- c) Establish a Joint Labor Committee on the CPS Facilities Plan, including labor representatives specializing in installation of green technology, and federal and state funding available for it, to advise on this process.
- d) Create joint revisions to CPS protocols for school community violence prevention and response
- e) Create joint revisions to CPS protocols for public health emergencies
- f) Convert no less than half of all district school facilities to clean and renewable energy sources by 2033.
- g) Maintain the safety committee structure to address any unforeseen and future climate crises, pandemics, communicable disease outbreaks, emergency facility needs, etc.
- h) Create joint revisions to the CPS plans for student health and wellness, including school nutrition and student lunches.

### 2) Emergency Response.

- a) In the event of a climate, safety, public health, or facilities emergency, the Committee shall convene an emergency meeting at the request of either party within 24 hours.
- b) The Committee shall adopt an Emergency Response Plan by mutual agreement on a timeline commensurate with the urgency needed to address the emergency and maintain school community member safety.
- c) If a mutual agreement on an Emergency Response Plan is not achieved on a timeline sufficient to address the emergency, either party may submit the dispute to expedited arbitration under Article 3-8.3 of the CBA, with each party submitting their final offer on an Emergency Response Plan and the Arbitrator having jurisdiction to order the adoption of either party's proposal.

### 3) Information Sharing.

a) The Board shall provide the Union with:

i) Current Board policies, rules, and protocols concerning

(1) events of school community violence;

(2) public health emergencies; and

(3) climate events, including but not limited to extreme heat, extreme cold, dangerous snowfall, and flooding

ii) School facilities and maintenance assessments;

iii) Grant applications the Board has submitted for existing and future green facilities and infrastructure projects; and

iv) Existing Project Labor Agreements to which the Board is a party

45-4.26. Health and Nutrition Task Force. The CTU and the Board shall convene a Health and Nutrition Task Force to consider food insecurity, nutrition, culture, and sustainable (healthy) food sources and its impact on the instructional program. These recommendations should be utilized by the district.

## ARTICLE 46 INTEGRATION – QUALITY EDUCATION

**46-1. General Provision.** In order to implement the joint policy of the BOARD and the UNION to work affirmatively to give each student the advantage of an integrated school and a comprehensive world view, the BOARD agrees as follows: (a) in concert with the UNION, to encourage appointed teachers to apply for transfers under the provisions of this Agreement; (b) in concert with the UNION, to encourage the extensive use of curriculum, texts and supplementary materials that represent contributions made to civilization by all



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elements of our population; and (c) as funds are available, to develop programs and select schools to receive the services and personnel required to deal comprehensively and effectively with the total needs of a student in a school so that all elements of a sound educational structure are present, such as drastically reduced class size, additional teachers, additional counselors, reading specialists, clinicians and teacher assistants.

**46-1.1. School Community Representatives.** The BOARD shall fund a School Community Representative at each school with 75 to 139 students in temporary living situations (STLS). The BOARD shall fund two School Community Representatives in schools with 140 or more students in temporary living situations. Student numbers to be measured on the last day of the 1<sup>st</sup> semester of the prior school year with any adjustments to be made on the 10th day of school of the current school year. The School Community Representative will be responsible for STLS coordination and actively work to remove barriers to enrollment, healthcare intervention, provide support and resources for families to access to housing, early intervention, attendance and success, and all other responsibilities per federal guidelines for students with the STLS designation.

**46-1.2. STLS Liaison Stipends.** The BOARD shall also provide paid stipends to schools for STLS Liaisons, according to the following schedule:

- 1 stipend for each school with 20 to 25 students in temporary living situations
- 2 stipends for each school with 26 to 40 students in temporary living situations
- 3 stipends for each school with 41 to 74 students in temporary living situations

**46-1.3. School Community Representatives and STLS Liaison Responsibilities.** The primary responsibilities for the School Community Representatives and the STLS Liaisons include working with families to determine STLS status, enrolling students in school and in the STLS program, and distributing bus cards to students. These employees are also responsible for maintaining on-going communications with STLS students and families and providing these families with referrals to District and community resources that may address barriers to enrollment, attendance, and success in school. Bargaining unit employees shall have right of first refusal to serve as STLS Liaisons. If no bargaining unit employee is available to serve, any member of a school community shall be permitted to serve as a school's STLS Liaison. If there are no volunteers to serve as STLS Liaison, the principal shall make an assignment.

**46-1.4. Review of Services to Homeless Students.** The Board shall establish a quarterly meeting with the CTU that enables the parties to evaluate the efficacy of services to homeless students alongside leaders in CPS' STLS Department.

46-1.5. STLS Enrollment Counts. For the purposes of awarding stipends and liaisons under the article, the BOARD shall use a school's STLS enrollment counts at the 20th day of the school year and quarterly thereafter.

46-1.6. City Housing Policy. The BOARD shall advocate for a city housing policy that creates affordable housing at a rate greater than or equal to the creation of market-rate housing and shall support legislative efforts to enact rent control. The BOARD shall institute a program that financially helps new teachers to purchase \_\_\_\_\_ a \_\_\_\_\_ home.





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**46-1.7. Additional Staff Dedicated to Housing Support.** The BOARD shall hire more staff to support CPS families in danger of losing their housing (e.g. adding full time staff such as School Community Representatives at schools where the percent of STLS students is highest).

**46-1.8. Revenue to Support Affordable Housing.** The BOARD shall ensure that the City use TIF funds and revenue from real estate transfer taxes, a corporate head tax, and a millionaire's tax to fund affordable family housing units within the enrollment boundary of the Sustainable Community Schools (per Article 12-2) and to fully fund section 8 voucher programs and expand Air-BnB housing rehabilitation to properly house 15,000 homeless students by 2025.

**46-1.9. STLS Working Group.** A BOARD-UNION working group shall be established to identify unused City and BOARD property to be converted into public housing for CPS students and families.

**46-1.10. New Housing with Priority for CPS Families.** The City of Chicago has demonstrated its ability to address homelessness for individuals by focusing on the issue and bringing together public and private sector partners. The City of Chicago and the BOARD are partners in a pilot program to house homeless families of 5,000 students in Chicago Public Schools with plans to scale that up at the end of the pilot period to house the families of up to 15,000 homeless students. We will work together with the pilot partners with the goal of eliminating homelessness for families of students in Chicago Public Schools within five years. As part of this pilot, the BOARD shall partner with the City of Chicago to create 10,000 new affordable housing units. Residents of the City shall have access on a lottery basis, but priority for new public housing units shall be given to CPS students and families.

**46-1.11. Intergovernmental Housing Board.** There shall be established a Cook County/City of Chicago/CPS intergovernmental housing board that collaborates with housing partners to map referral points for CPS students and families to gain access to housing. The intergovernmental housing board shall also provide training for STLS Liaisons and School Community Representatives. The intergovernmental board shall work to secure Section 8 vouchers and other financial resources to help meet the housing needs of (i) unhoused and housing insecure youth enrolled in CPS and (ii) the families of students enrolled in CPS who are housing insecure.

**46-1.12. Support for Families Seeking Asylum.** The BOARD, in collaboration with the UNION and the City of Chicago, shall adopt a comprehensive support plan for families seeking asylum, including \$2,000 for each newcomer student for supports including transportation, mental health services, and academic supports. The comprehensive support plan shall be based upon New York City's Project Open Arms.<sup>3</sup>

**46-1.13. Taskforce to Assist Housing Insecure Families.** The BOARD shall establish a citywide taskforce that consists of community members, UNION members, and BOARD representatives to assist CPS families experiencing housing insecurity, including, without limitation, opposing abusive landlord practices, arbitrary rejection of Section 8 vouchers, evictions, and foreclosures, especially during the school year and periods of

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<sup>3</sup>See <https://www.nyc.gov/assets/home/downloads/pdf/press-releases/2022/OpenArms-Families-Seeking-Asylum.pdf>



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public health or weather emergencies. The BOARD shall provide the taskforce with no less than \$20,000 annually.

**46-1.14. Rental Assistance.** The BOARD shall secure a total of at least \$30 million from the City of Chicago and Cook County, through the Chicago Department of Family Support Services (DFSS) to be offered through an equity-based formula for CPS families for multi-year rental assistance. The program may be expanded to \$60 million based on demonstrated need. The BOARD shall ensure that DFSS coordinates family identification and provision of services with School Social Workers, STLS Liaisons, and School Community Representatives.

**46-1.15. Sheltering Places.** The BOARD, UNION, City of Chicago, and partner community organizations shall identify functioning schools with separate entrances to be used as non-congregate temporary sheltering places for CPS families experiencing homelessness. Such sheltering places shall have a night-time custodial team of at least two custodians, along with social service provider staff to consult with families and connect them with housing support and other services for which they may qualify. The sheltering places program shall draw upon the City of San Francisco's Shelter-in-Place Hotel Program.<sup>4</sup>

**46-1.16. Transit Assistance.** The BOARD shall partner with the Chicago Transit Authority to pilot a student bus program, starting with all STLS students.

**46-1.17. CTE Housing Apprenticeships.** The BOARD and the UNION will partner with trade unions, including IBEW and Chicago Builds, to create a CTE program that builds affordable housing on empty city lots and performs green home renovations. At least 30% of the apprenticeship program hires shall be CPS students.

**46-1.18. Dormitories, Laundry, and Showers.** The BOARD and the UNION shall undertake a facilities assessment process to identify schools with vacant, unused floors, prioritizing Sustainable Community Schools, to be converted into dormitories for unaccompanied youth. Such dormitory programs shall be operated by CPS partner community organizations. The BOARD shall work to develop a program whereby STLS students and families are permitted access to school building shower and laundry facilities.

**46-1.19. Vacant School Buildings.** The BOARD shall work with the UNION and the City of Chicago to convert vacant school buildings into community centers and/or affordable housing.

**46-1.20. Housing Surveys.** The BOARD shall conduct quarterly housing surveys of CPS families to identify students who qualify for STLS services, and to update school allocations of STLS Liaison and School Community Representatives. The siblings or any other students living at the same address as a student identified as qualifying for the STLS program shall also be considered to qualify for the STLS program. Additionally, any student whose address is known to be that of a shelter, hotel, or motel shall be considered to qualify for STLS services. The BOARD shall coordinate with the City of Chicago to use city surveys and

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<sup>4</sup>See <https://www.nyc.gov/assets/home/downloads/pdf/press-releases/2022/OpenArms-Families-Seeking-Asylum.pdf>



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records to identify addresses that are boarded up, foreclosed, or listed as structures with severe damage; and all students living at such addresses will be considered to qualify for STLS services.

46-1.21. Voucher Reissuance. The BOARD will coordinate with the Chicago Housing Authority to identify families who lost housing vouchers during the Covid-19 pandemic and reissue them.

### 46-3. Quality Bilingual Education/Professional Development

46-3.1. The BOARD and the UNION shall work collaboratively in a CTU/CPS Joint Standing Bilingual Education Committee to assess the bilingual education programs across the district to identify and to assist in planning on how to address areas of need. A subcommittee will be established to create, review, and update ESL/BIL/DUAL curriculum resources, including REACH performance tasks.

46.3.2. The BOARD shall establish and expand opportunities for provide consistent, high quality, paid professional development with outside providers related to instruction for English Learners during the school day to teachers who provide instruction to English Learners in grades Pre-K to 12th.– This professional development may, but not solely be delivered by the English Learner Program Teacher and the Office of Language and Cultural Education. When developing professional development plans the Principal and CPS will take the needs and preference of instructional staff into account. English Learners are defined in this Article as defined in 23 Ill. Admin. Code Sec. 228.10 excluding students needing services whose parents have refused bilingual services.

46.3.3. Principals shall inform bilingual education teachers at the end of the school year for the upcoming school year the amount of funds that have been allocated in the school budget for bilingual education resources and materials and shall work with the bilingual education teachers to identify which resources and materials will be purchased to best serve the needs of English Learners. Principals shall seek input from ESL/BIL/DUAL educators and ELPT's prior to submitting a budget to the LSC for the upcoming school year and shall be encouraged to use Guidance, developed by the Joint Bilingual Education Committee, on the allocation and use of ~~these~~ funds allocated for bilingual education. In addition to the budget, the Principal shall also present ESL/BIL/DUAL staffing and programming decisions to the LSC.

46.3.4. The Board will compensate ESL/BIL/DUAL and other educators servicing English learning populations up to 50 hours per school year for any curriculum development done during non-contractual hours.

46.3.5. The Office of Language and Cultural Education shall offer and provide workshops access to Bilingual Advisory Committees, regardless of their participation in the Chicago Multilingual Parent Councils (CMPC).

46.3.6. Student management systems such as gradebook or ASPEN should be made available to staff, students and families in languages other than English based on need.





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46.3.7. The Board will comply with all Federal and State mandates related to ESL/BIL/DUAL education including but not limited to ensuring appropriate staffing level.

46.3.8. The Board must provide a paper application for Pre-K enrollment to families in addition to the online application that is provided.

46.3.9. The Board will provide additional funding to schools transitioning to Dual Language Models to ensure successful implementation.

46.3.10. School Administration and/or Network Chiefs shall be required to submit a three year corrective action plan to the LSC, CTU for all schools who receive a rating of "minimum" on their English Language Learners program review.

46.3.11. Benefits Coordinator. The BOARD shall fund Network Benefits Coordinator Position for all schools that have 50% free and reduced lunch.

46.3.12. The BOARD will establish a pipeline program that allows CPS High School seniors to fill ESL/BIL/DUAL and other high needs paraprofessional roles.

46.3.13. The BOARD will provide free or low cost ELL classes for ELL endorsements.

46-3.14. Dual Language Coordinator Stipend. Dual language coordinators who are responsible for additional duties such as professional development and paperwork shall receive a stipend in an amount to be negotiated by mutual agreement by the BOARD and the UNION.

46-3.15. Dual Language and Bilingual Methodology Training. All network instructional specialists shall be trained in dual language and bilingual methodologies and shall be guided by such training when performing walkthroughs. The BOARD will offer training, developed in consultation with the UNION, to meet this requirement.

46-3.16. Access to Student Programming Information. The Principal will provide access to incoming student information such as ACCESS score, IEP minutes, district and/or state mandated test results, to the programmer and those who collaborate with the programmer within 30 days of a students acceptance

### 46-4. Bilingual Education Teachers

**46-4.1.** The BOARD and the UNION acknowledge the need for endorsed Bilingual Certified Teachers to ensure English Learners receive services required by state and federal law. The BOARD will offer 100 at least 50% reduced tuition opportunities with 300 teacher slots available each year at partner universities for



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teachers to earn their Bilingual, ESL and/or Dual Language ~~and/or ESL~~ endorsement. Priority for these slots will be given to networks with critical shortages and equitably distributed between all content areas, including art and Physical Education. Further, all ESL/BIL/DUAL positions will be centrally funded by the BOARD.

46-4.2. The BOARD agrees to recruit and hire fifty percent more ESL/BIL/DUAL qualified candidates for all positions but with specific emphasis on hiring more bilingual clinicians and other high needs area educators by the 2025-26 school.

### 46-5. English Learner Program Teachers

**46-5.1.** The English Learner Program Teacher (ELPT) position shall be staffed by the English Learner Program Teacher who is responsible for coordinating services provided to English Learners. The roles, responsibilities, and duties will be published annually by the Office of Language and Cultural Education. The English Learner Program Teacher shall not be tasked with responsibilities outside of the scope of this role (ex. World Language Instruction, Substitute teaching, lunch duty, etc.).

**46-5.2.** Starting in the 20240-251 school year, the BOARD shall fund a Half-Time English Learner Program Teacher position for schools with 20-~~49~~150 English Learners, For every school with 50 EL students the BOARD shall fund a Full-Time English Learner Program Teacher. For every additional 100 EL students the Board will fund an additional full time ELPT. ~~for schools with 150 to 600 English Learners, 2 full-time positions for schools with more than 600 English Learners.~~ Schools with 1-49 English Learners shall receive a stipend of \$1,000 for the role of English Learner program coordination. Schools with 50-99 English Learners shall receive a stipend of \$1,500. Schools with 100-199 English Learners shall receive a stipend of \$2,000. Schools with 200-249 English Learners shall receive a stipend of \$2,500. Schools with 250 or more English Learners shall receive a stipend of \$3,000.

**46-5.3.** Starting in the second semester of 2019-2020 school year where possible and otherwise at the beginning of the 2020-2021 school year, an English Learner Program Teacher at schools with 20 or more English Learners shall have at least 50% of their time designated for English Learner Program Teacher coordination duties exclusive of their teaching duties. An English Learner Program Teacher at schools with 250 or more English Learners shall have 100% of their time designated for English Language Program Teacher duties program coordination duties. The ELPT shall not be the sole person responsible for providing English Learner services for English Learners without a certified Bilingual and/or English as a Second Language teacher except schools with 19 or fewer English Learners. Teachers in schools with 1-19 English Learners shall have the option to accept or reject the principal's assignment of the English Learner Program Coordinator Teacher role compensated with the stipend. If no one accepts the role then the Principal shall assign it to a qualified administrator and when not possible, to a qualified teacher.



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**46-5.4.** English Learner Program Teachers shall not be considered part of the administrative team but the recommendations made by the English Learner Program Teachers in accordance with CPS policy and state law shall be considered by Principals when making educational decisions that affect English Learners.

### **46-6. Equal Access ~~to Volunteer~~ for Newcomer and Immigrant Students and Families ~~Parents~~**

**46-6.1.** The BOARD shall work with the CTU/CPS Joint Standing Bilingual Education Committee to recommend ways in which the Board/CEO can minimize or remove obstacles to volunteer opportunities for parents English Learners.

46.6.2. The BOARD will hire a Newcomer Liaison at each school and provide additional support to the Foreign Student Services Office to meet the needs of newcomer/immigrant students and their families. The Newcomer Liaison will support enrollment, orientation, programing and advocacy.

46.6.3. The BOARD will collaborate with the City Colleges to create pathways for late-arriving immigrant students who are unlikely to graduate high school before the age of 19.

46.6.4. The BOARD will offer training and support to school communities on welcoming and teaching newcomer students on a yearly basis.

46.6.5. The BOARD will provide free language courses to bargaining unit members who wish to learn a language of need at their school.

46.6.6. An on-demand interpreting service, such as "Language Line", shall be centrally funded by the BOARD and made available to schools who require such services.

### **46-8. Sanctuary Employer**

**46-8.1.** On September 5, 2017, the Department of Homeland Security announced the end to the Deferred Action for Childhood Arrivals ("DACA") policy. The DACA policy protected eligible immigrant youth from deportation and provided work authorization documents to nearly 800,000 young people who came to the United States as children. The BOARD and the UNION recognize that the young people who have received DACA benefits are a valued and important part of our community. Because the termination of the DACA policy may affect the work authorization of employees of the BOARD, the BOARD and the UNION agree to the following:

**46-8.2.** The BOARD shall not inquire about or demand proof of immigration or citizenship status, except as required by law.





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**46-8.3.** Effective for SY 2019-20, the Board shall, in consultation with the UNION, develop appropriate guidance and resources of up to \$200,000 per school year, to assist employees in planning for and navigating immigration issues. The Board shall provide the Union with quarterly reports on expenditures of these funds.

**46-8.4.** Upon written request, an employee shall be released for up to ten (10) unpaid working days one time during their employment in order to attend to immigration or citizenship status matters. The days need not be taken consecutively. The Employer may request verification of such absences and/or appropriate certified documentation.

**46-8.5.** In the event that the BOARD is no longer permitted to employ an affected employee, the BOARD agrees to convert the affected employee's termination to an unpaid leave of absence upon the employee's return to work, provided the return to work takes place within two (2) calendar years for tenured teachers or within one (1) calendar year for all other employees. Specifically, upon the employee providing proper work authorization within the appropriate time frame, the BOARD agrees to reinstate the affected employee to the employee's former position, if available, without loss of prior seniority. If the former position is not available, the BOARD agrees to reinstate the employee to substantially similar employment for which the employee is qualified, including the Reassigned Teacher Pool, at a salary no less than their pay prior to their separation. While separated, the employee shall earn no credit toward step advancement.

**46-8.6.** Within thirty (30) days of the signing of this Agreement, the BOARD and the UNION shall send the following:

- a. A joint letter to educators and support staff with immigration or citizenship status resources, such as the immigrant and refugee children guide for educators and support staff.
- b. A joint letter to students and their families with immigration or citizenship status resources.

### **46-9. Climate Justice**

46-9.1. The BOARD shall remove all lead pipes from all CPS school building by the last year of this Agreement. In so doing, the BOARD shall prioritize schools located in areas of the City that have suffered the worst effects of environmental racism. Until that process is complete, the BOARD shall install lead-removal filters on every drinking fountain and faucet, focussing first on schools with students in 2nd grade and younger.

46-9.2. The BOARD shall create a digital, publically-viewable system that identifies facilities concerns and tracks progress on their resolution..

46-9.3. The BOARD shall annually conduct testing in all school buildings for the presence of mercury, lead, and other toxins.

46-9.4. The BOARD shall remove all asbestos, mold and other toxins from all school buildings.

46-9.5. The BOARD shall establish an \$1,800 per semester stipend for every school to have a Climate Champion. The Climate Champion will coordinate school-based climate justice initiatives, serve as a liaison to the school for district-wide climate justice initiatives. The BOARD shall cover the cost for Climate Champions to attend relevant required professional development.



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46-9.6. The BOARD shall establish an annual Climate and Environment Justice Week, with initiatives and resources developed and selected by the Joint Committee on Climate Justice.

46-9.7. The BOARD shall terminate its contract with Aramark for school cafeterias and thereafter provide each network with the option of three contractors from whom to choose to provide cafeteria services. The Board will create a Youth Advisory Council to assist in determining cafeteria food options.

46-9.8. The BOARD shall equip no less than 25 schools cafeterias for scratch kitchen cooking. Those kitchens will be provided with local fruits and vegetables, and shall offer culturally relevant food choices and practices.

46-9.9. The BOARD shall implement composting practices at 50 schools, and expand the existing school lunch composting program, prioritizing schools in underrepresented communities with the highest pollution burden.

46-9.10. The BOARD shall implement the following initiatives:

- (a) Rainwater collection at schools, prioritizing schools in areas that suffer from community flooding;
- (b) Installation of windows that open in every school, meeting industry standards for minimum opening size and screen quality, including indoor adjustment access for teachers, but not students;
- (c) HVAC related initiatives
  - (i) A moratorium on gas HVAC purchases
  - (ii) Replacing outdated and frequently malfunctioning HVAC systems, prioritizing the 50 schools that most frequently have extreme temperature control problems;
  - (iii) Installing electric heat pumps at 50 schools;
  - (iv) Ensuring HVAC filters are replaced at factory recommended intervals.

46-9.11. The BOARD shall establish a Carbon Neutral Schools pilot program at five (5) schools. This program shall:

- (a) utilize federal funding available for decarbonizing schools;
- (b) retrofit schools to cut energy costs by 30% by the end of the 2024-25 school year;
- (c) and develop a plan to achieve a fully carbon neutral school district by 2035.

46-9.12. The BOARD shall install solar panels or arrays at 50 schools.

46-9.13. The BOARD shall build at least three (3) new carbon-free fully green schools to replace the most outdated schools, including George Washington High School.

46-9.14. The BOARD shall create community hubs for heating and cooling during extreme weather events.

46-9.15. The BOARD shall implement a 100% electric bus fleet managed by the BOARD, driven by unionized BOARD employee bus drivers.

46-9.16. The BOARD shall coordinate with the City of Chicago and the Chicago Transit Authority to secure free CTA fares for all CPS students and employees.

46-9.17. The BOARD shall implement facilities upgrade initiative focussed on creating green spaces at schools, prioritizing schools in communities with the highest rates of pollution.

46-9.18. The BOARD shall create a school-based, district-wide, recycling program to minimize paper waste.



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### 46-10. Enrollment Stability.

The BOARD shall modify the GoCPS system:

- (a) to allow students to receive more than one acceptance letter if accepted by a program, especially at a school with low enrollment;
- (b) to ensure reasonable enrollment levels at all district high schools, including enrollment caps for overcrowded neighborhood and/or selective enrollment schools; and
- (c) to advance race and class integration.

### 46-11. Anti-Violence Placeholder Proposal.

Community violence and trauma impacts CPS students, educators, families, and school communities over the course of the past two years. The Union believes that the Board has a critical role to play in preventing violence and responding to the resulting trauma when violence occurs in school communities. In view of this and the related unprecedented staffing shortages, the Union demands that the Board bargain about the following, amongst other things.

- (1) robust and relational violence prevention and interruption;
- (2) stronger and clearer immediate response "day of" protocols;
- (3) stronger and clearer immediate aftermath "next day" protocols;
- (4) hire truant officers;
- (5) sustainable longer term infrastructure and trauma support; and
- (6) options and resources for recognition and memorialization.

46-12. Student Extracurricular Transportation. The BOARD shall provide every school with funds for adequate transportation for student extracurricular activity travel to be spent by determination of the school's PPC. All students who qualify for free and reduced price lunch shall be eligible for centrally allocated extracurricular travel funds and to attend field trips at no cost.

46-13. LGBTQ+ Safe Schools. THE PARTIES SHARE THE GOAL OF SCHOOL BEING A PLACE WHERE THE IDENTITIES OF STUDENTS AND STAFF ARE RESPECTED, VALUED, AND AFFIRMED. WE MUST ALSO RESPECT STUDENTS' PRIVACY, ESPECIALLY IF PARENTS OR FAMILY MEMBERS DO NOT KNOW HOW STUDENTS IDENTIFY OR EXPRESS THEIR IDENTITY. SIMILARLY, WHILE IT IS IMPORTANT FOR STAFF MEMBERS TO USE PEOPLE'S PERSONAL NAMES AND PRONOUNS, WE ALSO KNOW THAT IT IS POSSIBLE TO MAKE MISTAKES UNINTENTIONALLY. IN GENERAL, WE SHOULD ASSUME BEST INTENTIONS, BUT RECOGNIZE THAT IMPACT MUST BE ADDRESSED AND PEOPLE SHOULD CONTINUALLY WORK TO IMPROVE.

WITH GOALS AND CAVEATS OUTLINED ABOVE, THE PARTIES AGREE TO THE FOLLOWING:

46-13.1. THE BOARD SHALL FOLLOW THE CPS GUIDELINES REGARDING TRANSGENDER AND GENDER NON-CONFORMING STUDENTS. THE BOARD SHALL NEGOTIATE ANY ADJUSTMENTS TO THESE GUIDELINES WITH THE UNION.





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46-13.2. THE BOARD WILL ADOPT AND MAINTAIN PRIVACY POLICIES THAT EXPLICITLY ASSERT THE CONFIDENTIALITY OF INFORMATION PERTAINING TO STUDENTS' SEXUAL ORIENTATIONS AND GENDER IDENTITIES. NO BARGAINING UNIT MEMBER WILL BE REQUIRED TO REVEAL A STUDENTS' SEXUAL ORIENTATION OR GENDER IDENTITY WITHOUT THE STUDENT'S PERMISSION—EVEN TO THE STUDENT'S FAMILY.

46-13.3. THE BOARD SHALL USE BARGAINING UNIT MEMBERS' PERSONAL NAME AND PRONOUNS AT ALL TIMES. THE BOARD WILL ENCOURAGE ALL STAFF TO USE STUDENTS' PERSONAL NAME AND PERSONAL PRONOUNS, SPECIFICALLY DISTINGUISHING STUDENT PREFERENCE IN THE CLASSROOM VERSUS WHEN COMMUNICATING HOME TO FAMILIES IN ORDER TO RESPECT STUDENTS' PRIVACY. EMPLOYEES WILL BE ENCOURAGED TO ASK STUDENTS ABOUT HOW STAFF SHOULD REFER TO THE STUDENT WHEN INTERACTING WITH FAMILY MEMBERS BEFORE ALL EVENTS THAT INCLUDE FAMILY MEMBERS.

46-13.4. THE PPC SHALL SELECT A VOLUNTEER STAFF MEMBER TO SERVE AS GENDER SUPPORT COORDINATOR. THE GENDER SUPPORT COORDINATOR WILL BE GIVEN DIGITAL SPACE ON THE WEBSITE TO POST CONTACT INFORMATION, FREQUENTLY ASKED QUESTIONS, AND SUPPORT RESOURCES FOR LGBTQ+ STUDENTS AND FAMILIES. THE GENDER SUPPORT COORDINATOR WILL BE GIVEN RELEASE TIME TO ATTEND RELEVANT PROFESSIONAL DEVELOPMENT. THE BOARD SHALL BE AN ALLY TO ANY GSA COORDINATOR AND PROVIDE SUPPORT AND PROTECTION TO MEMBERS TEACHING LGBTQ+/INTERSECTIONALITY TOPICS SHOULD A MEMBER OF THE SCHOOL COMMUNITY DISAGREE WITH THE TRAINED EDUCATORS TEACHING ON THESE SUBJECTS.

46-13.5. EACH SCHOOL SHALL HAVE ONE OR BOTH OF THE FOLLOWING; A GENDER SUPPORT COORDINATOR, LGBTQ+ LEAD/SPECIALIST. THE BOARD SHALL PROVIDE A STIPEND AND TRAINING FOR BARGAINING UNIT MEMBERS WHO SUPERVISE A GENDER & SEXUALITIES ALLIANCE AND/OR ARE THE LGBTQ+ LEAD/SPECIALIST.

46-13.6. EACH SCHOOL SHALL HAVE THE OPTION TO EXPAND THEIR LGBTQ+ FACULTY SUPPORT TEAM WITH UP TO FIVE (5) MEMBERS. THE BOARD SHALL FULLY FUND THE LGBTQ+ FACULTY SUPPORT TEAM WITH TRAINING AND STIPENDS FOR THE WORK THEY DO IN EACH SCHOOL.

46-13.7. THE BOARD SHALL CREATE A NETWORK POSITION FOR AN LGBTQ+ LEAD IN EACH NETWORK TO ADDRESS THE NEED FOR MORE LGBTQ+ SUPPORT ACROSS THE DISTRICT. THE LGBTQ+ LEAD SHALL HAVE THE AUTHORITY TO ENFORCE THE CPS POLICY ON SUPPORTING TRANSGENDER AND GENDER NONCONFORMING STUDENTS AND BE RESPONSIBLE FOR ENFORCING GENDER SUPPORT PLANS. THE LGBTQ+ LEAD SHALL HAVE THE AUTHORITY TO APPROVE SCHOOL BASED GSAs AND EXPAND LIBRARY BOOK AND CURRICULUM OFFERINGS FOR SCHOOLS WITHIN THEIR NETWORK.

46-13.8. THE BOARD WILL ADOPT AND MAINTAIN ANTI-BULLYING POLICIES THAT INCLUDE LANGUAGE THAT SPECIFICALLY PROHIBITS HARASSMENT BASED ON GENDER IDENTITY, SEXUAL ORIENTATION, AND GENDER EXPRESSION. THE POLICIES WILL GIVE EXAMPLES OF HARASSMENT BASED ON ACTUAL OR PERCEIVED SEXUAL ORIENTATION AND GENDER IDENTITY.

46-13.9. THE BOARD SHALL ENSURE THAT ALL COUNSELORS, CLINICIANS, SOCIAL WORKERS, PSYCHOLOGISTS, AND OTHER WELLNESS STAFF/CLINICIANS ARE QUEER COMPETENT AND TRAINED ANNUALLY ON LGBTQ+ ISSUES AS A QUALIFICATION OF THEIR JOB DESCRIPTION. ANY ADDITIONAL TRAINING SHALL BE PROVIDED UPON REQUEST.

46-13.10. THE BOARD SHALL MAINTAIN AT LEAST ONE PRIVATE GENDER NEUTRAL BATHROOM AT EACH SCHOOL. ALL STUDENTS AND STAFF ARE PERMITTED TO USE THE BATHROOM OR LOCKER ROOM THAT CORRESPONDS TO THEIR GENDER IDENTITY, THEY DO NOT NEED A SEPARATE KEY TO ACCESS THE PRIVATE BATHROOM(S).

46-13.11. CONSISTENT WITH ILLINOIS PUBLIC ACT 102-0340, ALL BATHROOMS AND LOCKER ROOMS, REGARDLESS OF DESIGNATED GENDER IDENTITY, WILL CONTAIN FREE MENSTRUAL PRODUCTS AND STALL-BASED TRASH RECEPTACLES FOR MENSTRUAL PRODUCTS.



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46-13.12. ANY DRESS CODE ADOPTED BY THE BOARD WILL BE INCLUSIVE OF A DIVERSITY OF GENDER EXPRESSIONS, BODY/BODY SIZE, RACE AND CULTURE, AND ADOPTED ONLY AFTER INPUT FROM THE GSA AND STUDENT GOVERNMENT, IF THOSE STUDENT GROUPS EXIST.

46-13.13. THE BOARD SHALL PROVIDE MENTAL HEALTH CARE COVERAGE FOR STUDENTS AND FAMILIES.

46-14. STUDENT ONLINE PERSONAL PROTECTION ACT (SOPPA) COMPLIANCE. THE BOARD SHALL JOIN THE ILLINOIS STUDENT PRIVACY ALLIANCE, ADOPT ITS STANDARDS, AND ALLOW EDUCATORS AND STUDENTS ACCESS TO THE PROGRAMS AND APPLICATIONS APPROVED THEREBY.

46-15. BENEFITS FOR TEACHERS AFTER JANUARY 1, 2011.

FOR ANY TEACHER HIRED AFTER JANUARY 1ST, 2011 , THE FOLLOWING SICK DAY BANKING BENEFITS WILL ACCRUE:

LEAVES – TEMPORARY 1. SICK LEAVE A. AT THE BEGINNING OF EACH SCHOOL YEAR, SICK LEAVE SHALL BE CREDITED TO EACH EMPLOYEE AS FOLLOWS:

YEARS 1 THROUGH 10 OF DISTRICT 215 EMPLOYMENT 15 DAYS OF SICK LEAVE

YEARS 11 THROUGH 20 OF DISTRICT 215 EMPLOYMENT 20 DAYS OF SICK LEAVE

YEARS 21 THROUGH 30 OF DISTRICT 215 EMPLOYMENT 25 DAYS OF SICK LEAVE

YEARS 31+ OF DISTRICT 215 EMPLOYMENT 30 DAYS OF SICK LEAVE.

SICK LEAVE ACCUMULATION SHALL BE UNLIMITED. INTERVENING LEGAL HOLIDAYS ARE NOT CHARGEABLE TO SICK LEAVE. THE NUMBER OF DAYS OF SICK LEAVE CREDITED IN THE FIRST YEAR OF EMPLOYMENT SHALL BE PRO-RATED BASED ON THE EMPLOYEE'S HIRE DATE.

RETIREMENT STIPEND – FOR THE DURATION OF THIS CONTRACT, AN EMPLOYEE HIRED AFTER JANUARY 1ST, 2011, WHO IS ELIGIBLE TO RETIRE UNDER THE CHICAGO TEACHER PENSION FUND (CTPF) AND HAS COMPLETED A MINIMUM OF FIFTEEN (15) YEARS OF FULL TIME, CONTINUOUS, NOT INCLUDING UNPAID LEAVE TIME, SERVICE IN DISTRICT 299 SHALL RECEIVE.

IRRESPECTIVE OF ANY SALARY SCHEDULE SET FORTH HEREIN, THE SUM OF SIX PERCENT INCREASED FOR NOT MORE THAN TWO SCHOOL YEARS. THIS YEARLY INCREASE SHALL NOT BE IN ADDITION TO ANY SALARY SCHEDULE PLACEMENT, AND SHALL NOT COMPOUND ANY OTHER CREDITABLE COMPENSATION FOR CTPF PURPOSES.

ANY SICK LEAVE (UNUSED BY THE EMPLOYEE PERSONALLY OR NOT USED TO ENHANCE RETIREMENT) SHALL BE PAID TO THE RETIRED EMPLOYEE NO LATER THAN SIX (6) MONTHS FOLLOWING RETIREMENT FROM THE DISTRICT. TO QUALIFY, AN EMPLOYEE MUST SUBMIT A LETTER OF INTENT TO RETIRE BY THE 1ST OF FEBRUARY.

IF AN EMPLOYEE SUBMITS A LETTER OF INTENT TO RETIRE BY THE 1ST OF FEBRUARY, THREE (3) YEARS PRIOR TO RETIREMENT, THE RETIREMENT STIPEND AS STATED ABOVE WILL BE SPREAD OVER THE FINAL TWO (2) YEARS OF EMPLOYMENT. THE RETIREMENT STIPEND PAYMENTS MADE PURSUANT TO THIS SECTION MUST BE PAID DURING THE LIFE OF THE CONTRACT.

**[NEW] 46-16. CPS WILL PROVIDE ALL STUDENTS WITH A FREE CTA TRANSPORTATION PASS TO GO TO AND FROM SCHOOL.**



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46-17. AFRICAN LANGUAGE COURSES. THE BOARD SHALL OFFER AFRICAN LANGUAGE COURSES AS PART OF REGULAR SCHOOL CURRICULUM

### ARTICLE 49 STAFFING

**49-1.** The BOARD agrees to recruit and hire qualified candidates for positions described in this Article. Provided that there are a sufficient number of qualified candidates, CPS agrees to the following minimum staffing:

#### **49-2. School Social Workers.**

Inclusive of the 35 school social worker positions added in fiscal year 2020, the BOARD agrees to the following staffing:

- By July 30, 2020: 79 school social worker positions above the number of school social worker positions as of July 1, 2019
- By July 30, 2021: 123 school social worker positions above the number of school social worker positions as of July 1, 2019
- By July 30, 2022: 166 school social worker positions above the number of school social worker positions as of July 1, 2019
- By July 30, 2023: 209 school social worker positions above the number of school social worker positions as of July 1, 2019

By no later than July 30, 2023, the BOARD will assign at least one full-time school social worker to each school in the District.

The BOARD shall establish a pool of centrally funded social workers who will be deployed across the school district to provide student mental health support.

#### **49-4. Case Managers.**

All schools shall have at least 1 full-time case manager, and shall receive additional case manager allocations based on the following~~In addition to the 30 case manager positions added in fiscal year 2020, the BOARD agrees to the following staffing by July 30, 2023:~~

- ~~● .5 Case Manager position for 50-104 students with IEPs~~
- ~~● 1.0 Case Manager position for 105-174 students with IEPs~~
- 1.5 Case Manager positions for 175-239 students with IEPs
- 2.0 Case Manager positions for 240-299 students with IEPs





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- 2.5 Case Manager positions for 300+~~349~~ students with IEPs
- 3.0 Case Manager positions for 350-399 students with IEPs
- 3.5 Case Manager positions for 400-449 students with IEPs
- 4.0 Case Manager positions for 450-499 students with IEPs
- 4.5 Case Manager positions for 500+ students with IEPs

### Case Manager Allocation Formula MOU

For the purposes of Case Manager allocation, the BOARD and the UNION agree that every ten (10) 504 plans shall be considered equivalent to one (1) IEP. The Case Manager allocation formula is based on the number of students with an IEP. Included in the allocation are pre-K IEPs (not speech only). For speech-only IEPs, ten (10) speech-only IEPs shall be equivalent to one (1) IEP in the above allocations.

In the 2019-2020 school year, the BOARD shall not reduce the total number of case managers employed at any school as of October 1, 2019.

**49-11. Preschool.** All Blended Preschool Classrooms (half and full day) shall use the existing special education position appeal process to request additional teachers assistant or SECA positions based on needs.

**49-12. Kindergarten through 2nd Grade Staffing.** Kindergarten through 2nd grade classrooms rooms shall be staffed with Teacher Assistants in accordance with the following ratios:

- a. Kindergarten: 1 Teacher Assistant for every 12 students
- b. 1st and 2nd Grade: 1 Teachers Assistant for every 15 students

**49-13. Restorative Justice Coordinators.** The BOARD will assign at least one (1) centrally-funded Restorative Justice Coordinator to each school in the district and hire fifty (50) RJC's each year for the term of this contract. -

**49-14. Reading Specialist and Interventionists.** The BOARD will assign at least one centrally-funded Reading Specialist and Interventionist to each elementary school in the district, per every 300 students. The Reading Specialist and Interventionist shall not be tasked with responsibilities outside the scope of this role.

**49-15. Reading Specialist Pipeline.** The Board, in consultation with the Union will develop a program for professionally licensed teachers interested in becoming Reading Specialists.

**49-16. Middle School Elective Teachers.** Each Middle School shall have a minimum of three (3) centrally funded elective teacher positions. The BOARD shall include, but not limit, these positions to dance, music, visual art, media art, foreign language, physical education, technology/computer, photography/digital media, drama, public speaking, and library studies.



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49-17. Technology Coordinators. The BOARD will assign at least one (1) centrally-funded Technology Coordinator to each school in the district, and assign an additional Technology Coordinator per every 400 students.

49-18. Teachers Assistants. The BOARD shall employ and maintain an additional 1,500 teachers assistants for elementary schools and 1,000 for high school. The Chief Executive Officer shall consult and advise the President of the Union monthly on status and progress.

49-19. Network-based Fine Arts Positions. The BOARD shall establish full-time network-based arts positions for fine arts teachers to service multiple small schools.

### ARTICLE 50 CONCLUSION

50-1. Duration. This Agreement shall commence on July 1, 20~~24~~<sup>19</sup> and expire on May 1, 2028 ~~June 30, 2024~~.

### APPENDIX A SALARY SCHEDULES AND OTHER COMPENSATION

#### PART 2. INCREMENTS AND STIPENDS.

2A. National Board Certified Teachers, ~~and~~ Clinicians, ~~and~~ PSRPs. The BOARD shall add the amounts set forth below during the periods set forth below to the base salaries on the teacher salary schedule to teachers who are or become National Board Certified Teachers (NBCTs) and to the base salaries on the clinicians' salary schedule to clinicians who obtain applicable ~~national~~state or federal advanced related service provider credentials as set forth below. ~~In the event that a clinician has more than one Advanced Related Service Provider Credential, the clinician shall receive only one stipend as provided for in this Section 2A.~~ Stipends shall be prorated for those whose national certificates expire mid-year, and those who receive their credential after the school year begins.

Effective July 1, 2024 and for each year of this Agreement, the National Board Certified Teacher, Clinician, and PSRP stipend shall be in the amount equal to 15% of the educator's salary.

Effective Date	Addition
July 1, 2019	\$2,019.47
July 1, 2020	\$2,080.05
July 1, 2021	\$2,142.45
July 1, 2022	\$2,217.44
July 1, 2023	\$2,295.05

Advanced Related Service Provider Credentials: Nationally Certified School Psychologist, Certified School Social Work Specialist, Nationally Certified School Nurse, Certificate of Clinical Competence Speech



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Language Pathology, Certificate of Clinical Competence - Audiology, National Board for Certification in Occupational Therapy, ~~American Board of Physical Therapy Specialists~~ National Physical Therapy Examination administered by the Federation of State Boards of Physical Therapy, Assistive Technology Professional Certification, National Interpreter Certification by the National Association of the Deaf and the Registry of Interpreters for the Deaf, and Orientation and Mobility Specialist. In the event that a clinician has more than one Advanced Related Service Provider Credential, the clinician shall receive only one stipend as provided for in this Section 2A.

2C. Psychologists, School Social Workers and Speech Pathologists, Occupational Therapists, Physical Therapists, and Certified School Nurses, Audiologists. Psychologists, school social workers, speech pathologists, occupational therapists, physical therapists, audiologists, counselors, and certified school nurses shall receive the following monthly increment based on the number of weeks of employment budgeted for their positions provided they meet the stipulated requirements for their clinician position-(Illinois School Code, section 14-1.09):

Days of Employment	Rate per Month
Effective July 1, 2019	
208 days	\$392.55
228 days	\$391.65
248 days	\$391.65
52 weeks	\$390.85
Effective July 1, 2020	
208 days	\$404.33
228 days	\$403.39
248 days	\$403.39
52 weeks	\$402.57
Effective July 1, 2021	
208 days	\$416.46
228 days	\$415.50
248 days	\$415.50





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52 weeks \$414.65

Effective July 1, 2022

208 days \$431.03

228 days \$430.04

248 days \$430.04

52 weeks \$429.16

Effective July 1, 2023

208 days \$446.12

228 days \$445.09

248 days \$445.09

52 weeks \$444.18

### PART 3. ADDITIONAL RATES OF PAY.

**3A. High School Teachers—Additional Teaching Period (Overtime Indicator).** High school teachers employed on an approved overtime basis shall be paid on a prorated basis of their base salary for each period per day in excess of the following:

6 for a 7-period day	16 <sup>2/3</sup> percent
7 for an 8-period day	14 <sup>3/10</sup> percent
8 for a 9-period day	12 <sup>1/2</sup> percent

i. Teaching an additional class during a duty-free preparation period does not equate to canceling a duty-free preparation period and/or missing a duty-free preparation period.

ii. High school teachers teaching an additional class pursuant to Appendix A-3A, who teach the additional class during their duty-free preparation period, may work their corresponding duty-free preparation period offsite before or after their regular work day.

iii. High school teachers teaching an additional class shall have 2 principal direct preparation periods per week instead of 3.

### 3C. Summer School Personnel (Personnel Employed for the Regular School Term of 38.6 Weeks).

i. Teachers in the regular summer schools shall be paid 66-2/3 percent of their base salaries if employed on a four-hour summer school day, eighty percent if employed on a five-hour summer school day or one hundred



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percent if employed on a six-hour summer school day (not including any extra increments earned during the regular school year). Base salaries refer to their salaries as teachers during the month of June immediately preceding the summer session, provided that for teachers working as any category of substitute teacher during the preceding June, base salary shall refer to the higher of Lane 1, Step 1 of the regular teacher salary schedule, or their current lane and step in accordance with their level of education and years of experience.

- ii. Teachers in the special elementary summer schools shall be paid the regular base salaries for which they qualify as teachers (not including any extra increments).
- iii. Part-time teachers shall be paid prorated on the above basis.
- iv. Teachers employed during the summer months other than in summer school shall be paid the same salaries they would receive as teachers in the special elementary summer schools.

### 3D. Compensation for Teachers Engaged in Extracurricular Activities.

- i. ~~High~~-School Sports, Clubs and Other Extracurricular Activities.

Multiplier Subject to Extracurricular Base

BASE: Lane 1, Step 1 - 208-day Teacher Salary (\$61,990)



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<u>YRS EXPERIENCE*</u>			<u>0 to 2</u>	<u>3 to 5</u>	<u>6 to 7</u>	<u>8 to 9</u>	<u>10 to 11</u>	<u>12 to 13</u>	<u>14+</u>
<u>STEP</u>	<u>Level</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>	<u>VI</u>	<u>VII</u>	
<u>Basketball</u>	<u>Head</u>	<u>Jr high**</u>	<u>0.067</u>	<u>0.079</u>	<u>0.089</u>	<u>0.1</u>	<u>0.112</u>	<u>0.127</u>	<u>0.143</u>
<u>XC</u>	<u>Head</u>	<u>Jr high</u>	<u>0.067</u>	<u>0.079</u>	<u>0.089</u>	<u>0.1</u>	<u>0.112</u>	<u>0.127</u>	<u>0.143</u>
<u>Football</u>	<u>Head</u>	<u>Jr high</u>	<u>0.067</u>	<u>0.079</u>	<u>0.089</u>	<u>0.1</u>	<u>0.112</u>	<u>0.127</u>	<u>0.143</u>
<u>Track</u>	<u>Head</u>	<u>Jr high</u>	<u>0.067</u>	<u>0.079</u>	<u>0.089</u>	<u>0.1</u>	<u>0.112</u>	<u>0.127</u>	<u>0.143</u>
<u>Wrestling</u>	<u>Head</u>	<u>Jr high</u>	<u>0.067</u>	<u>0.079</u>	<u>0.089</u>	<u>0.1</u>	<u>0.112</u>	<u>0.127</u>	<u>0.143</u>
<u>Volleyball</u>	<u>Head</u>	<u>Jr high</u>	<u>0.067</u>	<u>0.079</u>	<u>0.089</u>	<u>0.1</u>	<u>0.112</u>	<u>0.127</u>	<u>0.143</u>
<u>Basketball</u>	<u>Asst</u>	<u>Jr high</u>	<u>0.059</u>	<u>0.07</u>	<u>0.08</u>	<u>0.09</u>	<u>0.101</u>	<u>0.116</u>	<u>0.132</u>
<u>Wrestling</u>	<u>Asst</u>	<u>Jr high</u>	<u>0.059</u>	<u>0.07</u>	<u>0.08</u>	<u>0.09</u>	<u>0.101</u>	<u>0.116</u>	<u>0.132</u>
<u>XC</u>	<u>Asst</u>	<u>Jr high</u>	<u>0.053</u>	<u>0.062</u>	<u>0.068</u>	<u>0.075</u>	<u>0.084</u>	<u>0.099</u>	<u>0.113</u>
<u>Football</u>	<u>Asst</u>	<u>Jr high</u>	<u>0.053</u>	<u>0.062</u>	<u>0.068</u>	<u>0.075</u>	<u>0.084</u>	<u>0.099</u>	<u>0.113</u>
<u>Track</u>	<u>Asst</u>	<u>Jr high</u>	<u>0.053</u>	<u>0.062</u>	<u>0.068</u>	<u>0.075</u>	<u>0.084</u>	<u>0.099</u>	<u>0.113</u>
<u>Volleyball</u>	<u>Asst</u>	<u>Jr high</u>	<u>0.053</u>	<u>0.062</u>	<u>0.068</u>	<u>0.075</u>	<u>0.084</u>	<u>0.099</u>	<u>0.113</u>





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<u>Elementary</u>										
<u>Sports Liaison</u>	<u>Dir</u>	<u>Jr high</u>	<u>0.134</u>	<u>0.152</u>	<u>0.116</u>	<u>0.184</u>	<u>0.2</u>	<u>0.22</u>	<u>0.24</u>	
<u>Football</u>	<u>Head</u>	<u>High</u>	<u>0.167</u>	<u>0.181</u>	<u>0.192</u>	<u>0.205</u>	<u>0.221</u>	<u>0.238</u>	<u>0.255</u>	
<u>Basketball</u>	<u>Head</u>	<u>High</u>	<u>0.167</u>	<u>0.181</u>	<u>0.192</u>	<u>0.205</u>	<u>0.221</u>	<u>0.238</u>	<u>0.255</u>	
<u>Swimming</u>	<u>Head</u>	<u>High</u>	<u>0.167</u>	<u>0.181</u>	<u>0.192</u>	<u>0.205</u>	<u>0.221</u>	<u>0.238</u>	<u>0.255</u>	
<u>Track</u>	<u>Head</u>	<u>High</u>	<u>0.167</u>	<u>0.181</u>	<u>0.192</u>	<u>0.205</u>	<u>0.221</u>	<u>0.238</u>	<u>0.255</u>	
<u>Wrestling</u>	<u>Head</u>	<u>High</u>	<u>0.167</u>	<u>0.181</u>	<u>0.192</u>	<u>0.205</u>	<u>0.221</u>	<u>0.238</u>	<u>0.255</u>	
<u>Athletic</u>										
<u>trainer/season</u>	<u>Head</u>	<u>High</u>	<u>0.132</u>	<u>0.144</u>	<u>0.158</u>	<u>0.173</u>	<u>0.193</u>	<u>0.21</u>	<u>0.227</u>	
<u>Baseball</u>	<u>Head</u>	<u>High</u>	<u>0.132</u>	<u>0.144</u>	<u>0.158</u>	<u>0.173</u>	<u>0.193</u>	<u>0.21</u>	<u>0.227</u>	
<u>Gymnastics</u>	<u>Head</u>	<u>High</u>	<u>0.132</u>	<u>0.144</u>	<u>0.158</u>	<u>0.173</u>	<u>0.193</u>	<u>0.21</u>	<u>0.227</u>	
<u>Lacrosse</u>	<u>Head</u>	<u>High</u>	<u>0.132</u>	<u>0.144</u>	<u>0.158</u>	<u>0.173</u>	<u>0.193</u>	<u>0.21</u>	<u>0.227</u>	
<u>Soccer</u>	<u>Head</u>	<u>High</u>	<u>0.132</u>	<u>0.144</u>	<u>0.158</u>	<u>0.173</u>	<u>0.193</u>	<u>0.21</u>	<u>0.227</u>	
<u>Softball</u>	<u>Head</u>	<u>High</u>	<u>0.132</u>	<u>0.144</u>	<u>0.158</u>	<u>0.173</u>	<u>0.193</u>	<u>0.21</u>	<u>0.227</u>	
<u>Volleyball</u>	<u>Head</u>	<u>High</u>	<u>0.132</u>	<u>0.144</u>	<u>0.158</u>	<u>0.173</u>	<u>0.193</u>	<u>0.21</u>	<u>0.227</u>	
<u>Badminton</u>	<u>Head</u>	<u>High</u>	<u>0.102</u>	<u>0.121</u>	<u>0.136</u>	<u>0.161</u>	<u>0.172</u>	<u>0.188</u>	<u>0.208</u>	
<u>Bowling</u>	<u>Head</u>	<u>High</u>	<u>0.102</u>	<u>0.121</u>	<u>0.136</u>	<u>0.161</u>	<u>0.172</u>	<u>0.188</u>	<u>0.208</u>	



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<u>Cheer</u>	<u>Head</u>	<u>High</u>	<u>0.102</u>	<u>0.121</u>	<u>0.136</u>	<u>0.161</u>	<u>0.172</u>	<u>0.188</u>	<u>0.208</u>
<u>XC</u>	<u>Head</u>	<u>High</u>	<u>0.102</u>	<u>0.121</u>	<u>0.136</u>	<u>0.161</u>	<u>0.172</u>	<u>0.188</u>	<u>0.208</u>
<u>Golf</u>	<u>Head</u>	<u>High</u>	<u>0.102</u>	<u>0.121</u>	<u>0.136</u>	<u>0.161</u>	<u>0.172</u>	<u>0.188</u>	<u>0.208</u>
<u>Pom Pon</u>	<u>Head</u>	<u>High</u>	<u>0.102</u>	<u>0.121</u>	<u>0.136</u>	<u>0.161</u>	<u>0.172</u>	<u>0.188</u>	<u>0.208</u>
<u>Tennis</u>	<u>Head</u>	<u>High</u>	<u>0.102</u>	<u>0.121</u>	<u>0.136</u>	<u>0.161</u>	<u>0.172</u>	<u>0.188</u>	<u>0.208</u>
<u>Water Polo</u>	<u>Head</u>	<u>High</u>	<u>0.102</u>	<u>0.121</u>	<u>0.136</u>	<u>0.161</u>	<u>0.172</u>	<u>0.188</u>	<u>0.208</u>
<u>Asst Athletic trainer/season</u>	<u>Asst</u>	<u>High</u>	<u>0.102</u>	<u>0.121</u>	<u>0.136</u>	<u>0.161</u>	<u>0.172</u>	<u>0.188</u>	<u>0.208</u>
<u>Basketball</u>	<u>Asst</u>	<u>High</u>	<u>0.102</u>	<u>0.121</u>	<u>0.136</u>	<u>0.161</u>	<u>0.172</u>	<u>0.188</u>	<u>0.208</u>
<u>Football</u>	<u>Asst</u>	<u>High</u>	<u>0.102</u>	<u>0.121</u>	<u>0.136</u>	<u>0.161</u>	<u>0.172</u>	<u>0.188</u>	<u>0.208</u>
<u>Track</u>	<u>Asst</u>	<u>High</u>	<u>0.102</u>	<u>0.121</u>	<u>0.136</u>	<u>0.161</u>	<u>0.172</u>	<u>0.188</u>	<u>0.208</u>
<u>Wrestling</u>	<u>Asst</u>	<u>High</u>	<u>0.102</u>	<u>0.121</u>	<u>0.136</u>	<u>0.161</u>	<u>0.172</u>	<u>0.188</u>	<u>0.208</u>
<u>Asst Athletic Director/semest er</u>	<u>Asst</u>	<u>High</u>	<u>0.093</u>	<u>0.106</u>	<u>0.116</u>	<u>0.128</u>	<u>0.141</u>	<u>0.157</u>	<u>0.172</u>
<u>Badminton</u>	<u>Asst</u>	<u>High</u>	<u>0.093</u>	<u>0.106</u>	<u>0.116</u>	<u>0.128</u>	<u>0.141</u>	<u>0.157</u>	<u>0.172</u>
<u>Baseball</u>	<u>Asst</u>	<u>High</u>	<u>0.093</u>	<u>0.106</u>	<u>0.116</u>	<u>0.128</u>	<u>0.141</u>	<u>0.157</u>	<u>0.172</u>
<u>Bowling</u>	<u>Asst</u>	<u>High</u>	<u>0.093</u>	<u>0.106</u>	<u>0.116</u>	<u>0.128</u>	<u>0.141</u>	<u>0.157</u>	<u>0.172</u>



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<u>XC</u>	<u>Asst</u>	<u>High</u>	<u>0.093</u>	<u>0.106</u>	<u>0.116</u>	<u>0.128</u>	<u>0.141</u>	<u>0.157</u>	<u>0.172</u>
<u>Golf</u>	<u>Asst</u>	<u>High</u>	<u>0.093</u>	<u>0.106</u>	<u>0.116</u>	<u>0.128</u>	<u>0.141</u>	<u>0.157</u>	<u>0.172</u>
<u>Gymnastics</u>	<u>Asst</u>	<u>High</u>	<u>0.093</u>	<u>0.106</u>	<u>0.116</u>	<u>0.128</u>	<u>0.141</u>	<u>0.157</u>	<u>0.172</u>
<u>JV cher</u>	<u>Asst</u>	<u>High</u>	<u>0.093</u>	<u>0.106</u>	<u>0.116</u>	<u>0.128</u>	<u>0.141</u>	<u>0.157</u>	<u>0.172</u>
<u>Lacrosse</u>	<u>Asst</u>	<u>High</u>	<u>0.093</u>	<u>0.106</u>	<u>0.116</u>	<u>0.128</u>	<u>0.141</u>	<u>0.157</u>	<u>0.172</u>
<u>Soccer</u>	<u>Asst</u>	<u>High</u>	<u>0.093</u>	<u>0.106</u>	<u>0.116</u>	<u>0.128</u>	<u>0.141</u>	<u>0.157</u>	<u>0.172</u>
<u>Softball</u>	<u>Asst</u>	<u>High</u>	<u>0.093</u>	<u>0.106</u>	<u>0.116</u>	<u>0.128</u>	<u>0.141</u>	<u>0.157</u>	<u>0.172</u>
<u>Spring strength</u>	<u>Asst</u>	<u>High</u>	<u>0.093</u>	<u>0.106</u>	<u>0.116</u>	<u>0.128</u>	<u>0.141</u>	<u>0.157</u>	<u>0.172</u>
<u>Strength/conditioning coord</u>	<u>Asst</u>	<u>High</u>	<u>0.093</u>	<u>0.106</u>	<u>0.116</u>	<u>0.128</u>	<u>0.141</u>	<u>0.157</u>	<u>0.172</u>
<u>Swimming</u>	<u>Asst</u>	<u>High</u>	<u>0.093</u>	<u>0.106</u>	<u>0.116</u>	<u>0.128</u>	<u>0.141</u>	<u>0.157</u>	<u>0.172</u>
<u>Tennis</u>	<u>Asst</u>	<u>High</u>	<u>0.093</u>	<u>0.106</u>	<u>0.116</u>	<u>0.128</u>	<u>0.141</u>	<u>0.157</u>	<u>0.172</u>
<u>Volleyball</u>	<u>Asst</u>	<u>High</u>	<u>0.093</u>	<u>0.106</u>	<u>0.116</u>	<u>0.128</u>	<u>0.141</u>	<u>0.157</u>	<u>0.172</u>
<u>Water Polo</u>	<u>Asst</u>	<u>High</u>	<u>0.093</u>	<u>0.106</u>	<u>0.116</u>	<u>0.128</u>	<u>0.141</u>	<u>0.157</u>	<u>0.172</u>
<u>Aquatics Director</u>	<u>Dir</u>	<u>High</u>	<u>0.104</u>	<u>0.12</u>	<u>0.129</u>	<u>0.138</u>	<u>0.154</u>	<u>0.169</u>	<u>0.185</u>
<u>Event supervisor</u>	<u>Dir</u>	<u>High</u>	<u>0.104</u>	<u>0.12</u>	<u>0.129</u>	<u>0.138</u>	<u>0.154</u>	<u>0.169</u>	<u>0.185</u>





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Weight room supervisor      Dir      High      0.104      0.12      0.129      0.138      0.154      0.169      0.185

Extracurricular stipends

Liaison for **Approved Non-Athletic**

Extracurricular [Placeholder for non-exhaustive list]

Activities                      Head      Jr high      0.067      0.079      0.089      0.1      0.112      0.127      0.143

Liaisons for **Approved Non-Athletic**

Extracurricular

Activities

Head      High      0.132      0.144      0.158      0.173      0.193      0.21      0.227

\*Qualifying experience includes all years of coaching experience within a sport or activity within CPS or other K-12 school or higher education institution.

\*\*Jr. High rates apply to all Elementary Schools.

ACTIVITY						Maximum Hours
	FY20	FY21	FY22	FY23	FY24	
<b>FOOTBALL</b>						
Head Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	240
Head Assistant Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	200
Assistant Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	65
Sophomore Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	160



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<b>ACTIVITY</b>						<b>Maximum Hours</b>
Freshman Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	52
<b>CROSS COUNTRY</b>						
Head Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	65
Freshman Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	52
<b>BASKETBALL</b>						
Head Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	240
Assistant Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	65
Sophomore Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	200
Freshman Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	52
<b>SWIMMING</b>						
Head Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	200
Sophomore Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	77
<b>WRESTLING</b>						
Head Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	200
Fresh-Soph Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	77
Assistant Varsity Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	65
<b>TRACK AND FIELD</b> (Indoor and Outdoor)						
Head Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	200
Sophomore Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	77
Freshman Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	52
<b>BASEBALL</b>						
Head Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	200
Assistant Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	65
Sophomore Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	140
Freshman Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	52
<b>GYMNASTICS</b>						
Head Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	200
<b>TENNIS</b>						
Head Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	65



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<b>ACTIVITY</b>						<b>Maximum Hours</b>
<b>Junior Varsity Coach</b>	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	52
<b>GOLF</b>						
Head Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	65
Freshman Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	52
<b>BOWLING</b>						
Head Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	52
<b>SOCCER</b>						
Head Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	200
Assistant Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	65
Junior Varsity Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	140
Freshman Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	52
<b>CHEERLEADING</b>						
Fall	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	32.5
Winter	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	32.5
Competition	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	11
<b>POM-POM</b>						
Fall	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	23
Winter	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	23
Competition	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	6
<b>VOLLEYBALL</b>						
Head Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	200
Sophomore Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	140
Freshman Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	52
<b>SOFTBALL</b>						
Head Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	200
Assistant Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	65
Sophomore Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	140
Freshman Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	52
<b>WATER POLO</b>						
Varsity Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	200
Fresh-Soph Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	200





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ACTIVITY	Maximum Hours					
<b>LACROSSE</b>						
Head Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	200
Sophomore Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	70
<b>ATHLETIC DIRECTOR</b>	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	200
<b>CHESS</b>	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	20
<b>CHECKERS</b>	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	20
<b>ICE SKATING</b>	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	5
<b>INTRAMURALS</b>	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	70
<b>INSTRUMENTAL GROUP</b>	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	85
<b>VOCAL GROUPS</b>	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	50
<b>DRAMA</b>	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	75
<b>OTHER CLUBS</b> (Flat Rate)	\$240.93	\$248.15	\$255.60	\$264.55	\$273.80	n/a
<b>OTHER ACTIVITIES</b> (Approved by Principal)	\$757.15	\$779.87	\$803.27	\$831.38	\$860.48	n/a
<b>CROWD CONTROL</b> (Approved Sports Teams Only-Per Session-Rate)						
Monday-Friday	\$25.17	\$25.92	\$26.70	\$27.63	\$28.60	n/a
Saturday	\$37.75	\$38.89	\$40.05	\$41.46	\$42.91	n/a

ii.—Elementary School Sports, Clubs and Other Extracurricular Activities.



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<b>ACTIVITY</b> Position	<b>FY20</b>	<b>FY21</b>	<b>FY22</b>	<b>FY23</b>	<b>FY24</b>	<b>MAXIMUM HOURS</b>
<b>BASKETBALL</b>						
5 <sup>th</sup> -and-6 <sup>th</sup> -Grade Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	20
7 <sup>th</sup> -and-8 <sup>th</sup> -Grade Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	30
<b>CHEERLEADING</b>						
5 <sup>th</sup> -and-6 <sup>th</sup> -Grade Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	17
7 <sup>th</sup> -and-8 <sup>th</sup> -Grade Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	25
<b>CHESS</b>						
5 <sup>th</sup> -and-6 <sup>th</sup> -Grade Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	17
7 <sup>th</sup> -and-8 <sup>th</sup> -Grade Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	25
<b>CROSS COUNTRY</b>						
5 <sup>th</sup> -and-6 <sup>th</sup> -Grade Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	17
7 <sup>th</sup> -and-8 <sup>th</sup> -Grade Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	25
<b>DOUBLE DUTCH</b>						
5 <sup>th</sup> -and-6 <sup>th</sup> -Grade Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	17
7 <sup>th</sup> -and-8 <sup>th</sup> -Grade Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	25
<b>FLAG FOOTBALL</b>						
5 <sup>th</sup> -and-6 <sup>th</sup> -Grade Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	17
7 <sup>th</sup> -and-8 <sup>th</sup> -Grade Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	25
<b>TACKLE FOOTBALL</b>						
Director	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	110
5 <sup>th</sup> -and-6 <sup>th</sup> -Grade Head Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	50
5 <sup>th</sup> -and-6 <sup>th</sup> -Grade Assistant Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	50
7 <sup>th</sup> -and-8 <sup>th</sup> -Grade Head Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	50
7 <sup>th</sup> -and-8 <sup>th</sup> -Grade Assistant Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	50
<b>GOLF</b>						
5 <sup>th</sup> -and-6 <sup>th</sup> -Grade Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	17
7 <sup>th</sup> -and-8 <sup>th</sup> -Grade Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	25
<b>POM-PON</b>						
5 <sup>th</sup> -and-6 <sup>th</sup> -Grade Coach	\$27.00	\$27.81	\$28.64	\$29.64	\$30.68	17



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<del>7<sup>th</sup>-and-8<sup>th</sup>-Grade-Coach</del>	<del>\$27.00</del>	<del>\$27.81</del>	<del>\$28.64</del>	<del>\$29.64</del>	<del>\$30.68</del>	<del>25</del>
<b>SOCCER</b>						
<del>5<sup>th</sup>-and-6<sup>th</sup>-Grade-Coach</del>	<del>\$27.00</del>	<del>\$27.81</del>	<del>\$28.64</del>	<del>\$29.64</del>	<del>\$30.68</del>	<del>20</del>
<del>7<sup>th</sup>-and-8<sup>th</sup>-Grade-Coach</del>	<del>\$27.00</del>	<del>\$27.81</del>	<del>\$28.64</del>	<del>\$29.64</del>	<del>\$30.68</del>	<del>30</del>
<b>SOFTBALL-16"</b>						
<del>5<sup>th</sup>-and-6<sup>th</sup>-Grade-Coach</del>	<del>\$27.00</del>	<del>\$27.81</del>	<del>\$28.64</del>	<del>\$29.64</del>	<del>\$30.68</del>	<del>17</del>
<del>7<sup>th</sup>-and-8<sup>th</sup>-Grade-Coach</del>	<del>\$27.00</del>	<del>\$27.81</del>	<del>\$28.64</del>	<del>\$29.64</del>	<del>\$30.68</del>	<del>25</del>
<b>SOFTBALL-FAST PITCH</b>						
<del>5<sup>th</sup>-and-6<sup>th</sup>-Grade-Coach</del>	<del>\$27.00</del>	<del>\$27.81</del>	<del>\$28.64</del>	<del>\$29.64</del>	<del>\$30.68</del>	<del>17</del>
<del>7<sup>th</sup>-and-8<sup>th</sup>-Grade-Coach</del>	<del>\$27.00</del>	<del>\$27.81</del>	<del>\$28.64</del>	<del>\$29.64</del>	<del>\$30.68</del>	<del>25</del>
<b>TENNIS</b>						
<del>5<sup>th</sup>-and-6<sup>th</sup>-Grade-Coach</del>	<del>\$27.00</del>	<del>\$27.81</del>	<del>\$28.64</del>	<del>\$29.64</del>	<del>\$30.68</del>	<del>17</del>
<del>7<sup>th</sup>-and-8<sup>th</sup>-Grade-Coach</del>	<del>\$27.00</del>	<del>\$27.81</del>	<del>\$28.64</del>	<del>\$29.64</del>	<del>\$30.68</del>	<del>25</del>
<b>TRACK-AND-FIELD</b>						
<del>5<sup>th</sup>-and-6<sup>th</sup>-Grade-Coach</del>	<del>\$27.00</del>	<del>\$27.81</del>	<del>\$28.64</del>	<del>\$29.64</del>	<del>\$30.68</del>	<del>17</del>
<del>7<sup>th</sup>-and-8<sup>th</sup>-Grade-Coach</del>	<del>\$27.00</del>	<del>\$27.81</del>	<del>\$28.64</del>	<del>\$29.64</del>	<del>\$30.68</del>	<del>25</del>
<b>VOLLEYBALL</b>						
<del>5<sup>th</sup>-and-6<sup>th</sup>-Grade-Coach</del>	<del>\$27.00</del>	<del>\$27.81</del>	<del>\$28.64</del>	<del>\$29.64</del>	<del>\$30.68</del>	<del>17</del>
<del>7<sup>th</sup>-and-8<sup>th</sup>-Grade-Coach</del>	<del>\$27.00</del>	<del>\$27.81</del>	<del>\$28.64</del>	<del>\$29.64</del>	<del>\$30.68</del>	<del>25</del>
<b>WRESTLING</b>						
<del>5<sup>th</sup>-and-6<sup>th</sup>-Grade-Coach</del>	<del>\$27.00</del>	<del>\$27.81</del>	<del>\$28.64</del>	<del>\$29.64</del>	<del>\$30.68</del>	<del>17</del>
<del>7<sup>th</sup>-and-8<sup>th</sup>-Grade-Coach</del>	<del>\$27.00</del>	<del>\$27.81</del>	<del>\$28.64</del>	<del>\$29.64</del>	<del>\$30.68</del>	<del>25</del>
<b>AREA MANAGERS</b>						
<del>(All Managers)</del>	<del>\$27.00</del>	<del>\$27.81</del>	<del>\$28.64</del>	<del>\$29.64</del>	<del>0.68</del>	<del>192</del>

**3E. Non-Employee Hired for Coaching and Extracurricular Activities.** Qualified non-employees may be hired for coaching and extracurricular positions set forth in this Agreement, provided as follows:

- i. There are no certified teachers or PSRPs qualified and available at the local school; and
- ii. The BOARD has provided reasonable notice and opportunity to qualified teachers or PSRPs at other schools that a coaching or extracurricular position is vacant; and
- iii. The qualified non-employee complies with the applicable standards set forth by the IHSA for "Non-Faculty Coaches."





## Proposals Recommended for the 2024 CBA

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### PART 4. REIMBURSEMENTS.

#### 4A. Monthly Travel Reimbursement.\*

**Il travel reimbursement requirements must be met.**

<b>Effective July 1, 2019</b>	<b>Amount</b>
Senior truant officers and truant officers assigned to high schools, specialty schools and social-adjustment school.....	\$192.
Elementary school truant officers.....	\$158.
Kindergarten teachers serving two schools.....	\$48.
All other teachers whose assignments require daily travel from one school or branch to another.....	\$48.
School community representatives.....	\$48.
All cooperative education teachers (coordinators).....	\$115.
Speech/language pathology paraeducators.....	\$121.
Audiometric and vision screening technicians.....	\$121.
School social workers, speech pathologists, school psychologists and teacher nurses.....	\$121.
Field adjustment teachers—social adjustment.....	\$158.
School social service assistants.....	\$68.
Head Start Educational Resource Assistant.....	\$68.
Head Start Health Resource Assistant.....	\$68.
Head Start Parent Resource Assistant.....	\$68.
Head Start Educational Resource Assistant.....	\$68.
 <b>Effective July 1, 2020</b>	
Senior truant officers and truant officers assigned to high schools, specialty schools and social-adjustment school.....	\$198.
Elementary school truant officers.....	\$162.
Kindergarten teachers serving two schools.....	\$50.
All other teachers whose assignments require daily travel from one school or branch to another.....	\$50.
School community representatives.....	\$50.
All cooperative education teachers (coordinators).....	\$118.
Speech/language pathology paraeducators.....	\$124.
Audiometric and vision screening technicians.....	\$124.
School social workers, speech pathologists, school psychologists and teacher nurses.....	\$124.
Field adjustment teachers—social adjustment.....	\$162.
School social service assistants.....	\$70.
Head Start Educational Resource Assistant.....	\$70.



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<del>Head Start Health Resource Assistant.....</del>	<del>\$70.</del>
<del>Head Start Parent Resource Assistant.....</del>	<del>\$70.</del>
<del>Head Start Educational Resource Assistant.....</del>	<del>\$70.</del>

### Effective July 1, 2024

**Amou**

<del>Senior truant officers and truant officers assigned to high schools, specialty schools and social adjustment school.....</del>	<del>\$204.</del>
<del>Elementary school truant officers.....</del>	<del>\$167.</del>
<del>Kindergarten teachers serving two schools.....</del>	<del>\$51.</del>
<del>All other teachers whose assignments require daily travel from one school or branch to another.....</del>	<del>\$51.</del>
<del>School community representatives.....</del>	<del>\$51.</del>
<del>All cooperative education teachers (coordinators).....</del>	<del>\$122.</del>
<del>Speech/language pathology paraeducators.....</del>	<del>\$128.</del>
<del>Audiometric and vision screening technicians.....</del>	<del>\$128.</del>
<del>School social workers, speech pathologists, school psychologists and teacher nurses.....</del>	<del>\$128.</del>
<del>Field adjustment teachers—social adjustment.....</del>	<del>\$167.</del>
<del>School social service assistants.....</del>	<del>\$72.</del>
<del>Head Start Educational Resource Assistant.....</del>	<del>\$72.</del>
<del>Head Start Health Resource Assistant.....</del>	<del>\$72.</del>
<del>Head Start Parent Resource Assistant.....</del>	<del>\$72.</del>
<del>Head Start Educational Resource Assistant.....</del>	<del>\$72.</del>

### Effective July 1, 2022

**Amou**

<del>Senior truant officers and truant officers assigned to high schools, specialty schools and social adjustment school.....</del>	<del>\$211.</del>
<del>Elementary school truant officers.....</del>	<del>\$173.</del>
<del>Kindergarten teachers serving two schools.....</del>	<del>\$53.</del>
<del>All other teachers whose assignments require daily travel from one school or branch to another.....</del>	<del>\$53.</del>
<del>School community representatives.....</del>	<del>\$53.</del>
<del>All cooperative education teachers (coordinators).....</del>	<del>\$126.</del>
<del>Speech/language pathology paraeducators.....</del>	<del>\$133.</del>
<del>Audiometric and vision screening technicians.....</del>	<del>\$133.</del>
<del>School social workers, speech pathologists, school psychologists and teacher nurses.....</del>	<del>\$133.</del>
<del>Field adjustment teachers—social adjustment.....</del>	<del>\$173.</del>
<del>School social service assistants.....</del>	<del>\$75.</del>
<del>Head Start Educational Resource Assistant.....</del>	<del>\$75.</del>



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Head Start Health Resource Assistant.....	\$75.
Head Start Parent Resource Assistant.....	\$75.
Head Start Educational Resource Assistant.....	\$75.

**Effective July 1, 2024-2023**

	<b>Amou</b>
Senior truant officers and truant officers assigned to high schools, specialty schools and social adjustment school.....	\$218.
Elementary school truant officers.....	\$179.
Kindergarten teachers serving two schools.....	\$55.
All other teachers whose assignments require daily travel from one school or branch to another.....	\$55.
School community representatives.....	\$55.
All cooperative education teachers (coordinators).....	\$130.
Speech/language pathology paraeducators.....	\$137.
Audiometric and vision screening technicians.....	\$137.
School social workers, speech pathologists, school psychologists and teacher nurses, <u>Occupational Therapists, Physical Therapists, City-Wide teachers, and Itinerant Teachers</u> .....	\$137.
Field adjustment teachers–social adjustment.....	\$179.
School social service assistants.....	\$77.
Head Start Educational Resource Assistant.....	\$77.
Head Start Health Resource Assistant.....	\$77.
Head Start Parent Resource Assistant.....	\$77.
Head Start Educational Resource Assistant.....	\$77.





# Proposals Recommended for the 2024 CBA

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## APPENDIX D BARGAINING UNIT POSITIONS

### TEACHERS

- Acting Head Teacher
- Assistive Technology Itinerants
- Augmentative Communication Itinerants
- Bilingual Teacher
- Cadre Substitute
- Case Manager
- City-Wide Non-School-Based Teacher Coach
- Counselor
- CTE Academy Coordinator
- Curriculum and Instructional Coach
- Day-to-Day Substitute
- Displaced FTB Cadre-100 Days
- Displaced Full Time Basis Cadre
- Dean of Students
- Early Childhood Teachers
- Early Childhood Special Education Itinerants
- Elementary School Teacher
- Head Teacher
- High School Support Teacher
- High School Programmer
- High School Teacher
- Hospital Teachers
- Instructional Support Leaders\*
- International Baccalaureate Teacher
- Itinerant Teachers of the Deaf and Hard of Hearing
- Itinerant Teachers of the Visually Impaired
- Lead Teacher
- Librarian
- Literacy Coach
- Literacy Intervention Teacher
- Magnet Program Specialist
- Middle School Teacher
- Network College and Career Specialist\*
- Occupational Therapist
- Orientation/Mobility Specialists
- Part-Time Teacher
- Physical Therapist
- Playground Teacher\*
- Professional Development Teacher
- Program Option Teacher
- Provisional Certificate Substitute Teacher
- Provisional Cadre
- Regular Teacher
- School Counselor

### PARAPROFESSIONAL AND SCHOOL-RELATED PERSONNEL

- Attendance Coordinator
- Attendance and Truancy Specialist
- Audio-Visual Technician
- Audiometric and Vision Screening Technician
- College and Career Coach
- Community Relations Representative \*\*
- Comprehensive Service Coordinator
- Computer Technician
- CTE College and Career Coordinator
- Day-to-day Sub School Clerk
- Day-to-day Teacher Assistant
- Educational Sign Language Interpreter \*\*
- Family Engagement Coordinator
- Gear Up Coach
- Health Service Nurse
- Head Start Educational Resource Assistant
- Head Start Health Resource Assistant
- Head Start Parent Resource Assistant
- Head Start Social Service Resource Assistant
- Hospital Licensed Practical Nurse
- Instructor Assistant \*\*
- Interpreter Clerk
- Lifeguard
- Occupational Therapist Assistant
- Parent Advocate
- Parent Advocate-Bilingual
- Post-secondary Liaison
- Program Schedule Clerk
- Resident Social Worker
- School Assistant\*\*
- School Assistant-Bilingual
- School Assistant-Bilingual-Spanish
- School Clerk Assistant
- School Clerk\*\*
- School Clerk -Bilingual-Spanish\*
- School Community Representative
- School Counseling Office Assistant
- School Library Assistant
- \*\*School Social Service Assistant
- Social Worker Assistant
- Special Education Support Clerk
- Speech/Language Pathology Paraeducator
- Speech/Language Pathology Paraeducator-Bilingual
- STLS Advocate
- Student Special Needs Program Assistant



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School Nurse  
 School Psychologist  
 School Social Worker  
 Special Education Teacher  
 Speech Pathologist  
 Stadium Director\*  
 Teacher-Citywide  
 Teacher Leader  
 Teacher-Speech Pathologist  
 Temporarily Assigned Teacher

Student Special Services Advocate  
 Teacher Assistant  
 Teacher Assistant–Montessori Program  
 Teacher Assistant Bilingual I  
 Teacher Assistant Bilingual II  
 Technology Coordinator \*\*  
 Truant Officer\*  
 Youth Intervention Specialist

AAC Implementation Coach  
Advanced Placement coordinator  
After school program coordinator  
At-risk coordinator  
Athletic Director  
Brailist  
Conflict resolution specialist  
Culture and Climate Coordinator  
Instructional Support Specialist  
Office Manager  
Math specialist  
Miscellaneous employees  
Multi-classroom Leader  
Operations Manager, School  
 Based  
Project Coordinator  
Reading specialist  
School Culture Coordinator  
School Business Manager  
Science specialist  
Crisis Coordinator  
Crisis Response Manager  
Conflict Resolution Specialist  
Work Based Learning Specialist  
Director of Culture & Climate

School Counselor  
[already in unit]  
Special Education  
Teacher [already in  
unit]  
College and Career  
Equity Specialists  
[already in unit]  
School Counseling  
Specialists [already  
in unit]



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Restorative Justice

Coordinator

[already in unit]

Lead Coach

[already in unit]

Part-time school

Counselor [already

in unit]

Short time

substitute teacher

[already in unit]

Resident Teacher [already in unit]

\* Administrative position subject to negotiated terms

\*\*The former gradations for this position title (e.g., Community Relations Representative I, Community Relations Representative II) are obviated by and reflected in the PSRP salary schedule adopted as part of the 2019-24 Agreement that includes lanes that recognize educational attainment.



## Proposals Recommended for the 2024 CBA

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### APPENDIX E

#### HEALTH CARE AND RELATED BENEFITS

Modify the charts below to reflect the following:

- 1) Eliminate caps on the number of covered office visits for all doctors and visit types.
- 2) Provide free vaccine access at all large Chicago pharmacies for bargaining unit employees and their families.
- 3) Guarantee that all offered health plans include access to bariatric surgery and weight loss drugs.
- 4) Eliminate co-pay for physical therapy through Athletico on all plans.
- 5) Eliminate co-pay for mental health services on all plans. Establish a bank of newly hired Board-employed mental health clinicians that are deployed to school to meet the needs of employees during the school day.
- 6) The rates of co-pays, deductibles, and employee contributions on all health care plans offered pursuant to this Agreement shall be no greater than the lower of those offered under the BOARD's CBA with SEIU Local 73 or those offered unionized City of Chicago employees.
- 7) All plans will include coverage for veterinary costs for service animals prescribed for bargaining unit employees.
- 8) The BOARD shall exercise its option, to the maximum extent allowed by the Food and Drug Administration for units of state and local government, to purchase pharmaceuticals in bulk direct from Canada. All savings realized by so doing shall be used to decrease employee health care costs, in the form of reduced co-pays and or premiums.
- 9) Expand coverage for home births and doulas to all health insurance plans.
- 10) [Placeholder Proposal. CTU is undertaking a holistic review of currently offered dental insurance options.] Offer more dental insurance options than just Delta Dental.
- 11) All plans will include coverage for medical supplies prescribed by doctors and specialists.
- 4)12) [Placeholder Proposal. The Union will submit a more expansive, detailed proposal on this topic.] All health plans will be revised to include improvements in women's healthcare and to close racial gaps, including on topics such as maternal care, fertility, and menopause.

### APPENDIX H

#### LAYOFF OF TEACHERS

Placeholder Proposal: The layoff selection order shall be revised to address the disproportionate impact of the current and previous layoff selection orders on teachers of color, the reduction in the percentage of teachers of color within the school district; studies showing the academic benefits to students of color in having teachers of color; and schools within the district that have hired particularly small percentages of Black teachers.

Placeholder Proposal: The Board shall guarantee that all teachers laid off for economic reasons or declining enrollment will be placed automatically in existing vacancies in accordance with their credentials and seniority.

### APPENDIX I

#### LAYOFF, INTERIM ASSIGNMENT AND REAPPOINTMENT OF PSRPS

PLACEHOLDER PROPOSAL: THE BOARD SHALL GUARANTEE THAT ALL PSRPS LAID OFF FOR ECONOMIC REASONS OR DECLINING ENROLLMENT WILL BE PLACED AUTOMATICALLY IN EXISTING VACANCIES IN ACCORDANCE WITH THEIR CREDENTIALS AND SENIORITY.





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### C. Criteria for Determining Bargaining Unit ESP Employees to Be Laid Off.

Placeholder Proposal: The BOARD with input from the UNION shall create a system by which layoffs of PSRP's will take into account not just the individuals within a job classification but also credentials and seniority to allow for "bumping rights" between PSRP titles.

The school principal or unit head shall determine the number of positions and which classification(s) within the unit shall be affected. Employees within those classifications will be laid off in the following order:

1. Employees who do not possess the highly qualified status or who do not hold necessary certifications or other qualifications;
2. Employees rated unsatisfactory (i.e., below 1.9 points on current system) in their most recent performance rating.
3. Employees rated developing (i.e., 2.0-2.6 points on the current evaluation system) in their most recent performance rating.
4. All other employees by seniority.

For the purposes of this policy only, "seniority" with regard to layoff and reappointment shall mean the length of full-time accumulated service in any career service/ESP position, with such seniority accruing from the date of initial appointment to a career service/ESP position with the BOARD. This definition of "seniority" shall apply only to those ESP employees who are represented by a bargaining unit at the time of their layoff.

### SIDE LETTERS

#### SIDE LETTER ON CHARTERS

There will be a net zero increase in the number of Board authorized charter schools over the term of this agreement and the total number of students enrolled by the ~~2023-24~~2027-28 school year will not exceed ~~100~~104% of the total student enrollment capacity as of school year ~~2019-20~~2023-24.

The BOARD shall adopt the resolution on charter school union neutrality and recognition submitted by the UNION on December 18, 2023.

The BOARD shall require all charter and contract schools to spend no less than 90% of their budgets on direct-service spending on students.

The BOARD shall adopt clear transition procedures for charter and contract school closures and reabsorptions, including guaranteed CPS employment for impacted school employees and CPS enrollment assistance for impacted students and families. The BOARD shall also require that charter and contract schools that close provide employees with (1) severance payments in the amount of no less than \$2,000 per year of service at the school, (2) maintenance of health insurance coverage for the sooner of 6 months or the attainment of new employer provided insurance, and (3) payouts of all unused benefit time.



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Placeholder Proposal: Innovations implemented at unionized charter schools that exceed working and learning conditions at district-run schools will be adopted by the Board at district-run schools at the request of the Union.

### SIDE LETTER ON PROGRESSIVE REVENUE AND ILLINOIS CHARTER COMMISSION

The Board and the Union shall collaborate to support mutually agreeable legislation that calls for a sustainable state tax that is levied on a progressive basis. The Board and Union will also collaborate to support mutually agreeable legislation to revise or alter the Illinois Charter Commission. This collaboration shall include jointly supporting mutually agreeable levels of increased state funding for the We Care Mentor Program, so as, without limitation, to expand the program and provide stipends for all involved in the coaching process.