

FACT-FINDING REPORT

**FACT-FINDER: STEVEN M. BIERIG
EMPLOYER REPRESENTATIVE: PAUL J. CIASTKO
UNION REPRESENTATIVE: ROBERT BLOCH**

IN THE MATTER OF THE FACT-FINDING BETWEEN: THE BOARD OF EDUCATION OF THE CITY OF CHICAGO AND THE CHICAGO TEACHERS UNION, LOCAL 1, AMERICAN FEDERATION OF TEACHERS, AFL-CIO	ISSUES DETERMINED: <ul style="list-style-type: none">• WAGES• HEALTH CARE• TERM OF AGREEMENT ARB. NO. 19-105
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Before: The Fact-Finding Panel:

**Steven M. Bierig, Fact-Finder and Neutral Chair
Paul J. Ciastko, Employer Member
Robert Bloch, Union Member**

APPEARANCES:

**For the CTU: Robert Bloch
Dowd, Bloch, Bennett, Cervone, Auerbach and Yokich**

**Thaddeus H. Goodchild
Chicago Teachers Union**

**For the CPS: James C. Franczek, Jr., Sally J. Scott, Nicki B. Bazer, Melissa D. Sobota
Franczek, P.C.**

**Location of Hearing: Franczek, P.C.
300 S. Wacker 8th Floor
Chicago, IL**

Pre-Hearing Briefs Filed: July 11, 2019

Dates of Hearing: July 18-19, 2019

Date of Public Recommendation: August 26, 2019

RECOMMENDATION:

For reasons stated in this Report, the Fact-Finder recommends the following for the July 1, 2019 - June 30, 2023 Collective Bargaining Agreement between the parties:

1. FACT-FINDER AFFIRMATIVE DETERMINATIONS:

SCHOOL YEAR	COLA	Change in Employee Health Contributions	Increase in Contribution Ceiling
2019-2020	3.00%	0%	None
2020-2021	3.00%	0%	None
2021-2022	3.00%	.25%	First incremental increase of employee contribution ceiling from \$90,000 to \$130,000
2022-2023	3.50%	.25%	Second incremental increase of employee contribution ceiling from \$90,000 to \$130,000
2023-2024	3.50%	.50%	Third Incremental increase of employee contribution ceiling from \$90,000 to \$130,000
TOTALS	16.00%	1.00%	As of the end of School Year 2023-2024, the employee ceiling for Health Care Contributions shall be \$130,000

2. FACT-FINDER RECOMMENDATIONS FOR FURTHER NEGOTIATIONS:

The Fact-Finder recommends that the following issues be remanded to the parties for further negotiations:

- CAREER AND TECHNICAL EDUCATION
- PAID TIME OFF
- PAPERWORK, LESSON PLANS AND TESTING
- SANCTUARY SCHOOLS
- SPORTS
- SUBSTITUTE TEACHERS
- SUSTAINABLE COMMUNITY SCHOOLS
- TEACHER EVALUATION
- TEACHER PREPARATION TIME
- TEACHER SUPPLY MONEY

3. MATTERS OUTSIDE THE FACT-FINDER'S JURISDICTION:

The Fact-Finder finds that the following issues are not within the jurisdiction of the Fact-Finder, pursuant to the requirements of the Illinois Educational Labor Relations Act:

- AFFORDABLE HOUSING
- CLASS SIZE
- CLINICIANS AND COUNSELORS
- EARLY CHILDHOOD EDUCATION
- PSRP ISSUES
- SCHOOL CLOSINGS
- SPECIAL EDUCATION
- STAFFING

Steven
Bierig



Digitally signed by Steven Bierig
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Steven M. Bierig, Fact-Finder
August 26, 2019

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I. INTRODUCTION

The Fact-Finding Hearing took place on July 18 and July 19, 2019 at the Offices of Franczek, P.C., located at 300 S. Wacker Drive, 8th Floor, in Chicago, Illinois. The Hearing commenced at 10:30 a.m. on both dates. The Hearing took place before the undersigned Fact-Finder who was selected to issue a Fact-Finding Recommendation in this matter. At the Hearing, the parties were afforded a full opportunity to present such evidence and arguments as desired, including examination and cross-examination of all witnesses. No transcript of the Hearing was prepared, but the Fact-Finder did record the Hearing for his own use, with the understanding that said recording would be destroyed at the time of the submission of the Recommendation to the parties. The Hearing concluded at approximately 3:25 p.m. on July 19, 2019, at which time the evidentiary portion of the Fact-Finding was declared closed. The parties filed Pre-Hearing Briefs on or about July 11, 2019. The parties stipulated to this Fact-Finder's jurisdiction and authority to issue a Recommendation in this matter.

II. RELEVANT STATUTORY LANGUAGE

Sec. 4.5. Subjects of collective bargaining.

(a) Notwithstanding the existence of any other provision in this Act or other law, collective bargaining between an educational employer whose territorial boundaries are coterminous with those of a city having a population in excess of 500,000 and an exclusive representative of its employees may include any of the following subjects:

(1) (Blank)

(2) Decisions to contract with a third party for one or more services otherwise performed by employees in a bargaining unit and the procedures for obtaining such contract or the identity of the third party.

(3) Decisions to layoff or reduce in force employees.

(4) Decisions to determine class size, class staffing and assignment, class schedules, academic calendar, length of the work and school day with respect to a public school district organized

under Article 34 of the School Code only, length of the work and school year with respect to a public school district organized under Article 34 of the School Code only, hours and places of instruction, or pupil assessment policies.

(5) Decisions concerning use and staffing of experimental or pilot programs and decisions concerning use of technology to deliver educational programs and services and staffing to provide the technology.

(b) The subject or matters described in subsection (a) are permissive subjects of bargaining between an educational employer and an exclusive representative of its employees and, for the purpose of this Act, are within the sole discretion of the educational employer to decide to bargain, provided that the educational employer is required to bargain over the impact of a decision concerning such subject or matter on the bargaining unit upon request by the exclusive representative. During this bargaining, the educational employer shall not be precluded from implementing its decision. If, after a reasonable period of bargaining, a dispute or impasse exists between the educational employer and the exclusive representative, the dispute or impasse shall be resolved exclusively as set forth in subsection (b) of Section 12 of this Act in lieu of a strike under Section 13 of this Act. Neither the Board nor any mediator or factfinder appointed pursuant to subsection (a-10) of Section 12 of this Act shall have jurisdiction over such a dispute or impasse.

(c) A provision in a collective bargaining agreement that was rendered null and void because it involved a prohibited subject of collective bargaining under this subsection (c) as this subsection (c) existed before the effective date of this amendatory Act of the 93rd General Assembly remains null and void and shall not otherwise be reinstated in any successor agreement unless the educational employer and exclusive representative otherwise agree to include an agreement reached on a subject or matter described in subsection (a) of this Section as subsection (a) existed before this amendatory Act of the 93rd General Assembly.

(Source: P.A. 97-7, eff. 6-13-11; 97-8, eff. 6-13-11.)

* * *

(3) The fact-finder shall have the following duties and powers:

(A) to require the parties to submit a statement of disputed issues and their positions regarding each issue either jointly or separately;

(B) to identify disputed issues that are economic in nature;

(C) to meet with the parties either separately or in executive sessions;

(D) to conduct hearings and regulate the time, place, course, and manner of the hearings;

(E) to request the Board to issue subpoenas requiring the attendance and testimony of witnesses or the production of evidence;

(F) to administer oaths and affirmations;

- (G) to examine witnesses and documents;
 - (H) to create a full and complete written record of the hearings;
 - (I) to attempt mediation or remand a disputed issue to the parties for further collective bargaining;
 - (J) to require the parties to submit final offers for each disputed issue either individually or as a package or as a combination of both; and
 - (K) to employ any other measures deemed appropriate to resolve the impasse.
- (4) If the dispute is not settled within 75 days after the appointment of the fact-finding panel, the fact-finding panel shall issue a private report to the parties that contains advisory findings of fact and recommended terms of settlement for all disputed issues and that sets forth a rationale for each recommendation. The fact-finding panel, acting by a majority of its members, shall base its findings and recommendations upon the following criteria as applicable:
- (A) the lawful authority of the employer;
 - (B) the federal and State statutes or local ordinances and resolutions applicable to the employer;
 - (C) prior collective bargaining agreements and the bargaining history between the parties;
 - (D) stipulations of the parties;
 - (E) the interests and welfare of the public and the students and families served by the employer;
 - (F) the employer's financial ability to fund the proposals based on existing available resources, provided that such ability is not predicated on an assumption that lines of credit or reserve funds are available or that the employer may or will receive or develop new sources of revenue or increase existing sources of revenue;
 - (G) the impact of any economic adjustments on the employer's ability to pursue its educational mission;
 - (H) the present and future general economic conditions in the locality and State;
 - (I) a comparison of the wages, hours, and conditions of employment of the employees involved in the dispute with the wages, hours, and conditions of employment of employees performing similar services in public education in the 10 largest U.S. cities;
 - (J) the average consumer prices in urban areas for goods and services, which is commonly known as the cost of living;
 - (K) the overall compensation presently received by the employees involved in the dispute, including direct wage compensation; vacations, holidays, and other excused time; insurance and pensions; medical and hospitalization benefits; the continuity and stability of employment and all

other benefits received; and how each party's proposed compensation structure supports the educational goals of the district;

(L) changes in any of the circumstances listed in items (A) through (K) of this paragraph (4) during the fact-finding proceedings;

(M) the effect that any term the parties are at impasse on has or may have on the overall educational environment, learning conditions, and working conditions with the school district; and

(N) the effect that any term the parties are at impasse on has or may have in promoting the public policy of this State.

115 ILCS 5/12 *et. seq.*

III. RELEVANT PORTIONS OF THE SCHEDULING ORDER OF JUNE 11, 2019

SCHEDULING ORDER

This Order issues under authority of the impasse procedures in Section 12(a-10) of the Illinois Educational Labor Relations Act, 115 ILCS 5/1, *et seq.*

I. FACT-FINDING PANEL

Pursuant to Section 12(a-10) of the Act, the Board of Education of the City of Chicago and the Chicago Teachers Union, Local 1, American Federation of Teachers, AFL-CIO have selected and convened a three- person Fact-Finding Panel (the "Panel"). The Board's appointee to the Panel as the Board Member is Paul Ciastko. The Union's appointee to the Panel as the Union Member is Robert E. Bloch. The parties may substitute appointees prior to the conclusion of the proceedings with the consent of the other Panel members.

Pursuant to Section 12(a-10)(2) of the Act, the parties selected Steven M. Bierig on May 28, 2019 as the qualified impartial individual to serve as the fact-finder and chairperson of the Panel. Unless indicated otherwise by the parties or under circumstances permitted by Sections 12(a-10)(3)(C) and (K) of the Act concerning mediation activities by the Neutral Chair, the Panel Members and the parties' advocates shall be in attendance at any conference of the Panel and shall otherwise be advised of any communications between or among Panel Members. The parties may waive any requirements of the Act with respect to their Panel Members' participation on the Panel with respect to meetings, preliminary hearings, evidentiary hearings and oral argument upon the record.

The parties have agreed that the procedural prerequisites for convening the Panel have been met and that the Panel has jurisdiction and authority to rule on the issues as set forth in Sections II through V below, except as otherwise specifically indicated.

II. PROCEEDINGS

The proceedings in this matter as specified in Section 12(a-10)(2) of the Act commenced effective May 28, 2019, with the parties' selection of the Neutral Chair. Per the ruling of the Neutral Chair and under his authority found in Sections 12(a-10)(3) and (4) of the Act and unless modified at the discretion of the Neutral Chair and in accordance with the Act, the following procedure shall govern these proceedings:

1. On July 2, 2019, the parties shall file with the Neutral Chair a submission of their disputed issues and their offers and positions on each disputed issue and shall serve a copy on the opposing party. The parties' discussion of their offers and positions shall be limited to a maximum of one page (double-spaced) per issue.
2. On July 11, 2019, the parties shall file with the Neutral Chair pre-hearing briefs that set forth their final offers on each disputed issue and the evidence and arguments in support of their final offers on each of the disputed issues and serve a copy on the opposing party. With their briefs and in a separate document filed with the Neutral Chair and served on the opposing party, the parties shall indicate which issues, if any, they desire to have heard in the formal hearing process set forth in paragraphs 3 and 5 below.
3. If the Neutral Chair requires additional evidence for any issue or if either party desires a hearing on issues as indicated in paragraph 2, a hearing will convene on July 18 and 19, 2019, at the Franczek P.C. office. The parties may choose to submit additional evidence at the hearing to supplement their briefs or respond to contentions from the other party's brief (provided such additional evidence is submitted to the other party at least twenty-four (24) hours prior to the hearing) or hearing evidence. Unless changed by mutual agreement and approved by the Neutral Chair, the scheduled hearing dates are July 18, 2019 and July 19, 2019. The hearings shall begin at 9:00 a.m. and end no later than 5:00 p.m.
4. Each party shall be free to present its evidence at the hearing in either the narrative or witness format or both. Narrative presentations shall be made under oath so as to permit cross-examination by the opposing party. Each party shall have the right to present rebuttal evidence. The order of presentation shall not be determinative as to which party, if any, bears the burden of proof on any issue.
5. After all of the evidence has been submitted at the hearing held pursuant to paragraph 4, the parties shall indicate whether they desire to file post-hearing briefs. The Neutral Chair shall determine whether post-hearing briefs will be filed and, if so allowed, will set the date and conditions for such filing any portion of the procedure.

III. ISSUES

The parties retain the right to withdraw issues from the proceeding; stipulate that no evidentiary hearing will be necessary for any issue; and, upon request to and permission from the Neutral Chair, modify their offers, provided that any such modifications are submitted by a date set by the Neutral Chair.

IV. PANEL REPORT

In accord with Section 12(a-10)(4) of the Act, if the dispute is not settled, the Panel's Report based on the factors set forth in that section, as applicable, shall issue on August 11, 2019. The Report shall set forth the Panel's advisory findings of fact and recommended terms of settlement for all disputed issues. The Panel shall issue a private report to the parties that contains advisory findings of fact and recommended terms of settlement for all disputed issues decided by the Panel. The Report shall be delivered by hand or electronic mail to each panel member and party.

For purposes of issuance of the Report, the parties waive the tri-partite panel provisions of Section 12(a-10)(2) of the Act and the Report required by Section 12(a-10)(4) of the Act shall be issued by the Neutral Chair. However, by waiving the tri-partite panel provisions for issuance of the Report as described, the parties' Panel Members do not waive any right to file concurring or dissenting opinions on specific issues ruled upon by the Neutral Chair. Such concurring or dissenting opinions by the parties' Panel Members shall be included with the issuance of the Report by the Neutral Chair. For purposes of the Report, the Neutral Chair's opinion on any issue as stated in the Report shall take precedence over any differences between the parties' Panel Members and the Neutral Chair. Any such concurring or dissenting opinions filed by the parties' Panel Members shall not constitute a rejection of the Report by a party as provided in the next paragraph, but shall only constitute stated differences of opinion on issues ruled upon by the Neutral Chair in the Report.

As set forth in Sections 12(a-10)(4) and (5) of the Act, upon issuance to the parties, the Report shall be private to the parties and, for the 15 day period after issuance of the Report, shall not be released to the media unless both parties agree to accept the Report's recommended terms of settlement. In the event that either (or both) parties reject the Recommendation, the Recommendation will be submitted for publication on August 26, 2019. Such date of publication is acknowledged to constitute the date of release as set forth in Section 13(b)(2.5) of the Act. To accomplish the publication requirements in Section 12(a-10)(5) of the Act and under this Order, by August 26, 2019, the parties shall file with the Neutral Chair their respective lists of newspapers which they believe should receive the Report and the notice(s) of rejection along with email addresses, fax numbers and mailing addresses.

V. MEDIA AND ATTENDEES

No member of the media or public shall be present at any meeting, mediation session, evidentiary hearing or other Panel proceedings in this matter.

Neither party shall have more than ten individuals, not including attorneys and witnesses, in attendance at any evidentiary hearing held pursuant to Section II(7) of this Order, except upon request to and permission from the Neutral Chair. Other than transcriptions or recordings made by the Neutral Chair at the hearing pursuant to Section VII of this Order, the proceedings under this Order will not be recorded or videotaped.

VI. JOINT EXHIBITS

The parties shall submit the following exhibits to the Panel by stipulation:

1. The Parties' Current Contract (Joint Exhibit 1);
2. Uncontested Items (Joint Exhibit 2);

3. This Order (Joint Exhibit 3); and
4. Stipulations of the parties (Joint Exhibit 4).

VII. CONTINUED NEGOTIATIONS

No provision herein shall be construed to prevent negotiations and settlement of the terms of the successor contract at any time, including any negotiations or settlement prior to, during or subsequent to an evidentiary hearing or Report issued by the Panel.

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IV. ISSUES

LIST OF DISPUTED ISSUES FOR FACT-FINDING – JUNE 6, 2019

1. Term of Agreement
2. Salaries (Article 36, Appendices A and F)
3. Sustainable Community Schools (Article 12)
4. Teacher Preparation Time and Professional Development (Contract Articles 4, 5, 6, 19, and 25)
5. PSRP Issues (Article 9 and Appendix I)
6. Teacher Supply Money (Article 7)
7. Early Childhood Education (Article 17)
8. Sports (Article 13)
9. Career and Technical Education (CTE) (Article 18)
10. Clinicians and Counselors (Articles 20 and 21)
11. Paid Time Off (Article 26)
12. Special Education (Article 21)
13. Substitute Teachers (Article 27)
14. Teacher Evaluation (Article 39)
15. Paperwork, Lesson Plans, and Testing (Articles 44-21, 44-30, and 44-32)
16. Sanctuary Schools/Sanctuary Employer (Article 46-5)
17. Affordable Housing (Article 46)
18. Staffing
19. Class Size (Article 28)
20. Health Care (Article 32,33, and Appendix E)
21. School Closings and Charter Expansion Moratoriums (Side Letters-Proposals 52 and 53)

V. THE PARTIES' FINAL OFFERS AS PRESENTED¹:

ISSUE	BOARD OFFER		UNION OFFER	
WAGES	2019-2020	2.50%	2019-2020	5.00%
	2020-2021	2.50%	2020-2021	5.00%
	2021-2022	2.50%	2021-2022	5.00%
	2022-2023	3.00%	2022-2023	No Offer
	2023-2024	3.50%	2023-2024	No Offer
	Total	14.00% (5 yrs.)	Total	15.00% (3 yrs.)
	Teachers and PSRPs hired on or after January 1, 2017 will not receive pension pick-up. Salary schedules for teachers and PSRPs hired on or after January 1, 2017 shall be created which shall phase in increases to base salary over current base salary of 3.5% effective January 1, 2017 and an additional 3.5% effective July 1, 2017. All bargaining unit employees hired on or before December 31, 2016 shall maintain the pension pick-up without change per the predecessor agreement.			
TERM OF AGREEMENT	5 YEARS		3 YEARS	
HEALTH CARE	INCREASE IN CONTRIBUTION RATES		1. The BOARD shall reduce premiums, prescription costs, and other costs to levels in place prior to January 1, 2019 without any reduction in benefits. The BOARD shall not raise medical premiums, copays, prescription costs, mental health costs or other costs for the term of the Agreement. 2. The BOARD shall expand health care plan options at the recommendation of the UNION’s representatives on the LMCC.	
	2019-2020	0%		
	2020-2021	0%		
	2021-2022	.50%		
	2022-2023	.50%		
	2023-2024	.50%		
LMCC program. The LMCC shall meet to discuss alternatives to the				

¹ These proposals have been reproduced from the parties' documents.

	<p>contribution increase through savings, and if any savings are achieved, the 0.8 percent contribution increase will be offset to the same extent.</p> <p>Wellness premium differential. The Wellness program differential shall be eliminated effective January 1, 2017.</p> <p><u>The salary cap on which contributions must be made will increase from \$90,000 to \$130,000 incrementally over the last three years of the 5-year contract.</u></p>	<p>3. The BOARD shall reduce the emergency room copay on all plans.</p> <p>4. The BOARD shall include free vision coverage for whole family in all plans.</p> <p>5. The BOARD shall provide additional options for free dental coverage.</p> <p>7. All health care plans shall be reviewed to ensure that coverage applies equally and appropriately for any and all LGBTQIAA+ members and their families.</p> <p>8. The BOARD shall negotiate to reduce all member-paid fees and rates associated with 403(b) plans by not less than 50% from 2018 levels.</p>
PREPARATION PERIODS	<p>ARTICLE 4 – ELEMENTARY SCHOOL</p> <p>4-1. Regular School Day. 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. <u>The elementary school teacher is to be in his or her room with the class ready to teach at the time designated on the teacher's schedule.</u> 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 <u>300</u> minutes of instruction, 15 minutes of non-classroom supervision and 60 minutes of continuous duty-free preparation. Four days each week, t <u>Two days per week, the teacher's preparation time shall be self-directed.</u> one day each week this</p>	<p>Article 4 Elementary School</p> <p>4-1. Regular School Day. Regular School Day. 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. This lunch period shall be exclusive of travel time for teachers who must travel between multiple buildings of a school campus. 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 <u>285</u> minutes of instruction, 15 minutes of non-classroom supervision <u>30 minutes of teacher-directed preparation time at the beginning of the school day before students arrive and without mandatory meetings (such as IEP meetings), and 60 minutes of continuous duty-free preparation during the school day.</u> Four <u>Five</u> days each week the teacher's preparation time shall be self-directed; one day each week this period shall be principal directed. <u>Teachers shall be entitled to preparation periods as described above on professional development days, testing days, and school improvement days, and all such similar non-regular work days.</u></p>

	<p>period shall be Three days per week, the preparation periods shall be principal-directed, which shall be used only for staff development, teacher collaboration, department meetings, grade level team meetings and other professional preparation activities. When feasible, and in their discretion, Principals shall use principal-directed preparation periods to facilitate teacher leadership opportunities.</p> <p>4-12. Supervision of Students. Teachers assigned to supervise students during their preparation periods shall be provided with an equal amount of time for preparation periods at another time for preparation periods at another time agreed to between the teacher and principal.</p> <p>4-19. Elementary Beginning of School Preparation Periods. The BOARD and the UNION shall consult on elementary schedules for schools that maintain the current student instructional minutes at 360 while providing elementary teachers preparation time at the beginning of the school day.</p> <p>No later than January 1, 2017, the parties shall agree on model schedules that will allow full-time elementary teachers a minimum of 15 minutes of preparation at the beginning of the school day for a minimum of 71 student attendance days (based on a 178 student attendance-day school year; two per week).</p>	<p>NEW 4-20. Extra Preparation Period for Bilingual Education Teachers Teaching English Language Learners. Bilingual education teachers teaching English Language Learners shall be given an additional preparation period per week for curriculum development and planning. Bilingual education teachers teaching English Language Learners shall be given paid time during the first week of school and throughout the year to translate curriculum.</p> <p>Article 5 Middle School</p> <p>Article 5-1. Regular School Day. 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. This lunch period shall be exclusive of travel time for teachers who must travel between multiple buildings of a school campus. 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 296 285 minutes of instruction, 15 minutes of non-classroom supervision, 30 minutes of teacher-directed preparation time at the beginning of the school day before students arrive and without mandatory meetings (such as IEP meetings), and 60 minutes of continuous duty-free preparation during the school day. Four Five 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 as described above on professional development days, testing days, and school improvement days, and all such similar non-regular work days.</p> <p>NEW 5-11. Extra Preparation Period for Bilingual Education Teachers Teaching English Language Learners. Bilingual education teachers teaching English Language Learners shall be given an additional preparation period per week for curriculum development and planning. Bilingual education teachers teaching English Language Learners be given paid time during the first week of school and throughout the year to translate curriculum.</p>
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	<p>Schools shall adopt a schedule in accordance with Articles 4-2 and 5-2. School must implement their first such schedule in SY2017-18 but the UNION and the BOARD shall meet and confer to determine whether some or all schools will implement by the start of the second semester in SY2016-17. The preparation period will be self-directed.</p> <p>ARTICLE 5 – MIDDLE SCHOOL</p> <p>5-1. Regular School Day. 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. <u>The middle school teacher is to be in his or her room with the class ready to teach at the time designated on the teacher's schedule.</u> 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 <u>300</u> minutes of instruction, 15 minutes of non-classroom supervision and 60 minutes of continuous preparation time. <u>Two days per week, the teacher's preparation time shall be self-directed; Three days per week, the preparation periods shall be</u> Four days each week the teacher's continuous duty-free preparation time shall be self-directed; one day each week <u>shall be principal-directed which shall be used only for staff development, teacher collaboration, department meetings, grade level team meetings and other</u></p>	<p>Article 6 High School</p> <p>6-1. Regular School Day. 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 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. This lunch period shall be exclusive of travel time for teachers who must travel between multiple buildings of a school campus. 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 ten fifty-minute duty-free, self-directed preparation periods per week and without mandatory meetings (such as IEP meetings). Each teacher's schedule shall include three p 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 as described above on professional development days, testing days, and school improvement days, and all such similar non-regular work days.</p> <p>NEW 6-26. Extra Preparation Period for Bilingual Education Teachers Teaching English Language Learners. Bilingual education teachers teaching English Language Learners shall be given an</p>
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	<p><u>professional preparation activities. When feasible, and in their discretion, Principals shall use principal-directed preparation periods to facilitate teacher leadership opportunities.</u></p> <p>ARTICLE 6 – HIGH SCHOOL</p> <p>6-1. Regular School Day. 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 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. 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<u>four</u></p>	<p>additional preparation period per week for curriculum development and planning. Bilingual education teachers Teaching English Language Learners shall be given paid time during the first week of school and throughout the year to translate curriculum.</p>
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	<p>fifty-minute duty-free, self-directed preparation periods per week. Each teacher's schedule shall include three six 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. <u>When feasible, and in their discretion, Principals shall use principal-directed preparation periods to facilitate teacher leadership opportunities.</u></p> <p>ARTICLE 21 – SPECIAL EDUCATION TEACHERS</p> <p>21-17. American Sign Language Interpreters. In schools with students with disabilities whose Individualized Education Programs require American Sign Language interpreters, one staff member who is able to communicate with such students shall be designated to remain in the school until such students have been released for the day. Hours worked beyond the regular work day shall be compensated at the hourly rate of pay. 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 t <u>Two days per week, the interpreter's preparation time shall</u></p>	
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	<p>be self-directed and three days per week, the preparation periods shall be principal-directed. These periods shall be directed by the principals or the interpreter supervisor for interpreter related preparation or duties, e.g., IEP meetings and/or collaboration with the IEP team.</p> <p>ARTICLE 22 – ITINERANT TEACHERS</p> <p>22-1. Regular School Day. The regular school day for Deaf and Hard of Hearing Itinerants, Assistive Technology Itinerants, Augmentative Communication Itinerants, Early Childhood SPED Itinerant teachers, Home/Hospital Teacher, <u>Orientation and Mobility Specialists</u>, and itinerant teachers of the Visually Impaired shall be seven hours, with start and stop times aligned to the schools they are assigned to, with a continuous duty-free lunch period of 45 minutes and a 60 minute preparation period daily. <u>Two days per week, the itinerant teacher’s preparation time shall be self-directed and three days per week, the preparation periods shall be.</u> and four days of self-directed and one day of principal or clinician manager directed time per week.</p>	
TEACHER EVALUATION	<p>39-1. Evaluation Plan and Procedures.</p> <p>A. The BOARD and the UNION agree with the following goals</p>	<p>Article 39 Teacher Evaluation</p> <p>39-1. Evaluation Plan and Procedures. Suggested modification below.</p>

	<p>and purposes for teacher evaluation:</p> <ol style="list-style-type: none"> 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. <p>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 June 30th 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 1st.</p> <p>C. The Joint Teacher Evaluation Committee (“Joint Committee”) shall continue its collaboration. The Joint Committee shall consist of five members selected by the UNION and five members selected by the BOARD. The Joint Committee shall meet at least one day per month during the regular school year to discuss and come to agreement on issues related to the teacher evaluation plan implementation that may arise</p>	<p><u>39-1F</u> The BOARD shall not use school-wide value-added growth measures as a component of student growth in an any individual teacher’s evaluation.</p> <p><u>NEW 39-1E</u> The BOARD shall provide appropriate bilingual assessments.</p> <p>39-2. Evaluation Plan and Procedures. Suggested modification below.</p> <p>Article 39-2.1. <u>Evaluation Plan.</u> The Evaluation Plan created by this Article constitutes an agreement between the BOARD and the UNION establishing alternative procedures for teacher evaluation, remediation, and removal for cause under Section 34-85c of the Illinois School Code. Each teacher shall be evaluated annually or biennially 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, except that tenured teachers 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. Tenured teachers who, in the previous rating cycle, earned National Board Certification, shall skip one rating cycle.</p> <p>39-2.2. <u>Qualified Evaluators.</u> Qualified evaluators are those who have successfully completed evaluation training and prequalification under Section 24A-3 of the <i>Performance Evaluation Reform Act</i> 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</p>
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	<p>during the term of this Agreement. The Joint Committee shall establish rules surrounding the use of local criteria in evaluation, and no local criteria shall be used or given weight until those rules are established. <u>The Joint Committee shall produce a progress report regarding progress toward solutions to the Chief Talent Officer and Union President by the end of the school year.</u> After a student survey pilot in school year 2013-2014, the Joint Committee shall also determine whether student surveys shall be used as a component of the teacher evaluation plan in school year 2014-2015 and thereafter. Unless otherwise agreed by the Joint Committee, teacher practice scores shall be 75% of the summative rating in school year 2012-2013, 75% of the summative rating in school year 2013-2014 and 70% of the summative rating in school year 2014-2015. Student growth scores shall be 25% of the summative rating in school year 2012-2013, 25% of the summative rating in school year 2013-2014 and 30% of the summative rating in school year 2014-2015. 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.</p> <p>D. The BOARD and the UNION shall conduct a joint study of the implementation of the teacher evaluation plan. The Joint Committee shall determine what changes, if any, are necessary to improve the content and procedures of the teacher</p>	<p>evaluators have limited experience as determined by the Joint Teacher Evaluation Committee.</p> <p><u>39-2.3 B Timing and Number.</u></p> <p><u>39-2.3 B1.</u> 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.</p> <p><u>39-2.3 B2.</u> 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-fifth third week of the school year. Observations shall not occur on the student attendance day preceding or immediately following a holiday or break.</p> <p><u>NEW 39-2.3 B4</u> 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.</p> <p><u>39-2.3 C1.</u> Pre-observation conferences shall be scheduled with reasonable <u>five school days'</u> notification to the teacher. Once the pre-conference is scheduled and before each pre-conference, the teacher shall tell the 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.</p> <p><u>39-2.3.C3.</u> Evidence collected during formal or informal observations shall be aligned to the CPS Framework for Teaching, and, in the case of observations of educators where CPS Addendums exist, in accordance with the appropriate</p>
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	<p>evaluation plan. Any changes to the teacher evaluation plan shall be communicated to all teachers within ten school days of adoption.</p> <p>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.</p> <p>F. The BOARD shall not use school-wide value-added growth measures as a component of student growth in an individual teacher's evaluation.</p> <p>39-2.3. <u>Teacher Practice Observations</u></p> <p>A. Formal and Informal</p> <p>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.</p> <p>2. Informal observations shall be at least fifteen minutes in duration.</p> <p>B. Timing and Number</p> <p>1. The first observation shall take place no sooner than the fifth week of the school year.</p> <p>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-fifth week of the school year.</p> <p>3. 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. The same</p>	<p>Framework with Critical Attributes or Addendum (e.g. Framework with Special Education Critical Attributes, Addenda: Special Education, Arts, EL, Pre-K to 2nd Grade, PE, etc). 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.</p> <p><u>39-2.3 C4.</u> 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 cancelling and rescheduling pre-observation conferences. In the event that a pre-conference is cancelled within 48 hours of the scheduled time, then the teacher shall receive an additional preparation period to re-plan for the new pre-conference.</p> <p><u>39-2.5 Table</u> Change the rating scale as follows: Developing (Needs Improvement): 210 to 259 Proficient: 260 to 339</p> <p><i>[NOTE: Changes to Appendix H need to be made to conform to this change.]</i></p> <p><u>39-2.7. Clinician Evaluation Plan.</u> Clinicians shall be evaluated in accordance with the Clinician Evaluation Plan in effect during the 2015-2016 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.</p> <p>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-</p>
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	<p>evaluator shall conduct the pre-conference, observation and post-conference for each observation.</p> <p>C. Observations and Conferences.</p> <ol style="list-style-type: none"> 1. Pre-observation conferences shall be scheduled with reasonable notification to the teacher. 2. Pre-observation conferences between the teacher and the evaluator shall take place no later than one week prior to the formal observation. Prior to the pre-observation conference, the teacher shall complete the <u>Pre-conference Protocol</u>. 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 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. 4. Each formal observation shall take place within five school days of the pre-conference and during the time that the instructional module—unit plans/lesson plan discussed at the pre-conference is to be taught. 5. Post-conferences between 	<p>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 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.</p> <p>39-3. Probationary Appointed Teachers. No suggested modification.</p> <p>39-4. Tenured Teachers. Suggested modification below.</p> <p>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 by a qualified evaluator in accordance with the teacher evaluation plan, except that tenured teachers 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. (The remainder of 39-4 is unchanged.)</p> <p>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</p>
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	<p>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.</p> <p>6. The evaluator shall provide the teacher with all the evidence, observation scoring and reflections via the Board's on-line teacher evaluation data system, to which the Board will provide teachers unlimited access.</p> <p>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.)</p> <p>D. Summative Evaluation</p> <p>There will be only one annual or biennial summative evaluation per evaluation cycle at the end of the teacher's evaluation cycle. The BOARD will attempt to provide summative ratings no later than the last day of student attendance, and the Joint Committee will review its progress toward that goal.</p> <p>39-2.4(a). Best Practices. The Joint Committee has developed a set of "best practices" around teacher evaluation, which have been published at various points in time on the CPS Knowledge Center as REACH FAQs and in the Teacher Evaluation Handbook. The best practices are guidance to teachers and evaluators on various aspects of the evaluation</p>	<p><i>CPS Framework for Teaching</i> 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.</p> <p>39-8. Remediation of Tenured Teachers Rated Unsatisfactory. Suggested modification below.</p> <p>39-8C. 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 his or her performance to proficiency.</p> <p>39-9. Appeals Process. Suggested modification below.</p> <p>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 the 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</p>
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	<p>system. The Joint Committee will include in REACH FAQs and the Teacher Evaluation Handbook best practices on advance notice of pre-observation conferences, sharing of evidence and draft ratings before post-observation conferences, timing for finalization of ratings after post-observation conferences, a two-week time before first observations following a leave of absence etc. The REACH FAQs and Teacher Evaluation Handbook with the “best practice guidance” shall be published annually before the start of the school year and may change from time to time during the school year as determined by the Joint Evaluation Committee. 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 in the summative evaluation.</p> <p>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</p>	<p>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 Joint Committee shall determine whether the appeals process exists after school year 2018-2019.</p> <p>The following teachers will have right to appeal their ratings according to the timelines outlined in Article 39-9.A:</p> <ul style="list-style-type: none"> • Teachers rated unsatisfactory • Tenured teachers receiving ratings in the lower Half of developing • Teachers rated developing <p>The following teachers will have right to appeal their ratings if they are laid off out of order of seniority.</p> <ul style="list-style-type: none"> • Teachers rated unsatisfactory • Teachers rated developing <p>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.</p> <p>A. – E. [no suggested modification]</p> <p>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 an appropriate summative evaluation a score of 251 if an unsatisfactory rating was overturned, and a score of 285 if a developing rating was overturned. A different qualified evaluator shall be assigned to the teacher during the next school year who shall</p>
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	<p>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.</p> <p>Summative ratings shall be based on the following scale in which points are earned in accordance with the plan.</p> <table border="1" data-bbox="407 768 846 1018"> <thead> <tr> <th>Level</th><th>Min</th><th>Max</th></tr> </thead> <tbody> <tr> <td>Unsatisfactory</td><td>100</td><td>209</td></tr> <tr> <td>Developing (Needs Improvement)</td><td>210</td><td>284</td></tr> <tr> <td>Proficient</td><td>285</td><td>339</td></tr> <tr> <td>Excellent</td><td>340</td><td>400</td></tr> </tbody> </table> <p>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 between 251 and 284.</p> <p>39-2.6. Professional Development. The Joint Committee shall determine the professional development needed to support teachers in becoming proficient teachers as defined in the evaluation plan.</p> <p>39-5. Post-Observation Conferences and Practice Scoring. Post-observation conferences are opportunities for the teacher <u>educator</u> and the evaluator-observer <u>to review the teacher's performance under the appropriate CPS Framework for Teaching to discuss the educator's practice.</u> During that <u>this</u> conference, the evaluator-</p>	Level	Min	Max	Unsatisfactory	100	209	Developing (Needs Improvement)	210	284	Proficient	285	339	Excellent	340	400	<p>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.</p> <p>G. [no suggested modification]</p> <p>39-10. Do Not Hire. No suggested modification.</p> <p>39-11. Effective Date. No suggested modification.</p>
Level	Min	Max															
Unsatisfactory	100	209															
Developing (Needs Improvement)	210	284															
Proficient	285	339															
Excellent	340	400															

	<p>observer and the teacher-educator should discuss <u>strengths and opportunities</u> and means to improve teaching performance. After the observation—conference, the evaluator-observer shall issue <u>component level scores via the online data sharing system</u>. The <u>feedback provided during the post-conference should include suggestions aligned to specific components and resources the teacher can utilize to improve practice.</u> CPS Framework for Teaching component level scores to the teacher and 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.</p> <p>39-6. Unsatisfactory Substitutes.</p> <p><u>The Board, in consultation with the Substitute Professional Problems Committee, will establish a performance improvement process for day-to-day substitutes. For day-to-day substitutes requiring performance improvement,</u> Whenever a day-to-day substitute receives an unsatisfactory rating, the Talent Office shall schedule a conference with said the day-to-day substitute and the UNION to give the day-to-day substitute a written copy</p>	
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~~of the reasons for the unsatisfactory rating statement of the performance deficiencies, to~~ discuss ~~the reasons the performance deficiencies,~~ and ~~to~~ give positive suggestions for ~~performance improvement to the day-to-day substitute.~~ The services with the school system of ~~an unsatisfactory~~ day-to-day substitute shall ~~not~~ be terminated as provided for in the performance improvement process or if until said day-to-day substitute has been given an unsatisfactory rating by at least two principals, ~~unless~~ there is evidence of moral laxity or serious misconduct.

39-8. Remediation of Tenured Teachers Rated Unsatisfactory.

A. As soon as 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 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

	<p>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 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 his or her performance to proficiency.</p> <p>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, he or she shall have successfully completed the remediation period. Following successful completion of the remediation plan, a qualified evaluator shall continue to monitor the teacher's performance with quarterly formal observations, including required pre-and post-conferences. <u>Following successful completion of the remediation plan, the teacher shall be placed on an annual evaluation cycle. After four quarters, the teacher shall be reinstated to a schedule of annual or biennial evaluations. The Joint Committee shall discuss and agree upon issues related to remediation design and implementation.</u></p> <p>39-9. Appeals Process.</p> <p>A teacher appeals process shall be established to contest certain summative ratings given by a</p>	
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	<p>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 the 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 Joint Committee shall determine whether the appeals process exists after school year 2018-2019<u>2019-2020</u>.</p> <p>The following teachers will have the right to appeal their ratings according to the timelines outlined in Article 39-9.A:</p> <ul style="list-style-type: none"> • Teachers rated unsatisfactory • Tenured teachers receiving ratings in the lower half of developing <p>The following teachers will have right to appeal their ratings if they are laid off out of order of seniority.</p> <ul style="list-style-type: none"> • Teachers rated unsatisfactory • Teachers rated developing <p>The time for appeal shall as set forth in Article 39-9A and shall commence when the teacher receives a notice of</p>	
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	<p>layoff/displacement. The notice shall advise the teacher of their right to appeal their rating.</p> <p>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.</p> <p>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.</p> <p>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</p>	
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	<p>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.</p> <p>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.</p> <p>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.</p> <p>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 an appropriate summative evaluation. A different qualified evaluator shall be assigned to the teacher during the next school year</p>	
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	<p>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.</p> <p>G. An appeal shall not delay the commencement of a professional development plan or remediation plan</p>	
SUSTAIN. COMM. SCHOOLS	<p>THE BOARD SUGGESTS THAT THIS MATTER BE REMANDED FOR FURTHER BARGAINING</p>	<p>12-2. Sustainable Community Schools. As part of the partnership required by the School Code, the BOARD shall obtain funding from external agencies and/or in-kind donations to fund between 20 and 55 fund and thereafter maintain a minimum of 75 community schools, which shall include the 20 sustainable community schools existing during the 2018-19 school year. The BOARD shall provide the annual funding referenced in this Article for each year of this Agreement, effective with the beginning of school year 2019-20. The Community Schools shall be modeled on those established in School Year 2018-19 and determined by the joint Task Force.</p> <p>Neighborhood schools designated as CPS category Tier 1 (for selective enrollment purposes), shall be designated Community Schools and have class sizes capped at no more than 20 students.</p> <p>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:</p> <p>An agreed process to select the schools Consultation with LSC, principals and community members Program elements may include, without limitation: Medical or mental health services available to the school community The expansion of after-school programs</p>

		<p>The expansion of facility use for students or the school community</p> <p>Social-emotional supports/trauma interventions</p> <p>Parent mentor and home visit program</p> <p>Restorative Justice Coordinator and professional development for parents, students and staff</p> <p>Clinical services and community programming</p> <p>STLS coordinator, homelessness services, truancy supports, food pantry</p> <p>Coordination of City and Park District services</p> <p>NEW 12-3. TIFs and Progressive Taxation.</p> <p>12-3.1. All Tax Increment Financing (TIF) funds that are declared surplus by the City of Chicago each year shall be transferred to the Chicago Public Schools. The TIF funds shall be designated as such in the budget, and are to be used exclusively for providing staffing and classroom resources to schools.</p> <p>12-3.2. The BOARD and the union shall collaborate to promote progressive taxation and income of the wealthiest 1% to fully fund education in Chicago and the state of Illinois.</p>
TEACHER SUPPLY MONEY	THE BOARD SUGGESTS THAT THIS MATTER BE REMANDED FOR FURTHER BARGAINING	<p>7-6. Supply Money. At the start of each school year, Each Fiscal Year, the BOARD shall include in the paycheck of appropriate sufficient funds to each school or unit to reimburse every teacher, counselors, clinicians and speech-language para-educators up to an additional \$500.00 per employee for instructional supplies and materials (including electronic or digital materials), classroom library books and therapeutic materials to be purchased by them for student instruction and support. 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.</p>
SPORTS	THE BOARD SUGGESTS THAT THIS MATTER BE REMANDED FOR FURTHER BARGAINING	<p>NEW 13-10. The BOARD shall fully fund at least two levels of sports programs where the minimum number of students to field two or more teams has been met. Sports programs shall be held on</p>

		<p>weekdays after school hours (with the exception of Saturday playoff games), staffed by regular CPS employees for students at all elementary, middle, and high schools by January 1, 2020. Employees in athletic liaison positions shall be paid stipends each semester.</p>
CAREER AND TECHNICAL EDUCATION	<p>THE BOARD SUGGESTS THAT THIS MATTER BE REMANDED FOR FURTHER BARGAINING</p>	<p><u>NEW 18-6.1.</u> Before the end of the previous year, the CTE Teacher shall provide the CTE Department a list of needed repairs and/or replacement upgrades or updates for all equipment.</p> <p><u>NEW 18-6.2</u> The BOARD shall provide the funds necessary to conduct maintenance per manufactures' recommendations.</p> <p>18-7. Safety. No suggested modification.</p> <p>18-8. Student Conduct Creating Safety Hazard. Suggested modification below.</p> <p><u>18-8.2 Exclusion.</u> Upon receipt of written directions from the principal or the principal's designee as to where the student is to be sent, the student may shall be excluded from that CTE related shop or laboratory environment until completion of the Investigation by the principal.</p> <p>18-9. Cooperative Education. No suggested modification.</p> <p>18-10. RESERVED. No suggested modification.</p> <p>18-11. Workforce Council. No suggested modification.</p> <p>18-12. CTE Teacher Credentials. No suggested modification.</p> <p>18-18. Career and Technical Education General. 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.</p> <p>CTE programs opened by a school with the support of Career and Technical Education must</p>

		<p>remain in effect for a minimum of 5-7 school years before consideration to close the program is considered, except for financial reasons.</p> <p>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 prior approval of the Joint CTE Committee, then 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.</p> <p>NEW 18-18.1. The BOARD shall establish CTE network that includes all CTE Vocational Schools, Vocational Technical Centers, and STEM Schools under the leadership of the CTE Department.</p> <p>NEW 18-18.2. All Federal and State Grant supported CTE Program teachers shall become City Wide Teachers or Staff under the direction of the CTE Department.</p> <p>NEW 18-18.3. The BOARD and the UNION shall work together to expand safety training (e.g. OSHA) for CTE staff and students.</p> <p>NEW 18-18.4. All CPS neighborhood high schools shall offer Career and Technical Education programs in addition to programs already in place.</p>
PAID TIME OFF	THE BOARD SUGGESTS THAT THIS MATTER BE REMANDED FOR FURTHER BARGAINING	<p>Article 26 Personal-Days Time Off</p> <p>The suggested modifications below would replace the current Article 26.</p> <p>26-1. Effective July 1, 2019, All bargaining unit employees on a 208-day academic calendar shall receive 16 paid time off (PTO) days per year, which shall replace personal business days, religious and sick time. All bargaining unit employees on academic calendars longer than 208-days shall receive an additional PTO day for each additional twenty (20) academic days worked. Bargaining unit employees on a 208-day academic calendar shall receive 18 PTO days per</p>

		<p>year beginning in their 12th year of employment with the BOARD.</p> <p>26-2. Employees may use PTO days for all leave and benefit purposes for which sick days and/or personal days could be used under BOARD policy as of July 1, 2015 and the parties' 2015-2019 Agreement. The BOARD shall not request documentation concerning the reason for the use of PTO days unless five (5) or more PTO days are used consecutively. Unused PTO days shall count towards pension service credit and shall roll over year to year for future use without limitation.</p> <p>26.3. Bargaining unit employees shall be entitled to receive a payout of all unused PTO time upon separation at their rate of pay at the time of their separation. An employee who is laid off shall be afforded a period of twelve (12) months from the date of his/her layoff, or last day in the Reassigned Teacher Pool, whichever is later, to resign or retire so as to receive the accrued payout.</p> <p>26.4. Payouts and other credit for unused sick days earned prior to July 1, 2019 (CTU Bank and Grandfathered Bank) shall be governed by Article 37-3 and 37-4.</p>
SUBSTITUTE TEACHERS	<p>THE BOARD SUGGESTS THAT THIS MATTER BE REMANDED FOR FURTHER BARGAINING</p>	<p>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 vocational 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, after available non-teaching certificated personnel have been assigned. Any missed Individual Education Plan</p>

		<p>minutes due to substitute issues will be recorded and reported to parents/guardians no later than at the end of each quarter. Any teacher who provides class coverage, even in emergency situations, shall be paid for their substitute service at their hourly rate of pay.</p> <p>CPS shall work with CTU to create a specialized sub pool of workers who shall receive extra compensation/benefits and agree to go to any school assigned. These substitutes shall receive training in special education. To the extent possible, retiree substitutes with special education backgrounds shall be recruited to this special pool.</p> <p>At no time shall Special Education classes be cancelled so that substitute services are performed by the Special Education teachers except in extreme emergency, and then for no more than one-hour increments.</p> <p>27-4. Reporting Absences. No suggested modification.</p> <p>27-5. Rescheduling of Preparation Periods Due to Class Coverage. No suggested modification.</p> <p>27-6. Class Coverage During In-Service Meetings and Workshops. No suggested modification.</p> <p>27-7. Substitute Coverage for Teacher Assistants in Early Childhood Centers. The BOARD will shall provide substitute coverage for teacher assistants in early childhood centers classrooms who are absent.</p> <p>27-8. Bilingual Substitutes. No suggested modification.</p> <p>27-9. Substitute Coverage During Mandated Testing. A principal shall provide substitute coverage for teachers engaged in one-on-one required testing (e.g., DIBELS) and for teachers providing modifications or accommodations to students with disabilities during testing.</p>
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		<p>27-10. Class Coverage List. No suggested modification.</p> <p>27-11. Staffing System Errors. No suggested modification.</p> <p>NEW 27-12. General Class Coverage Provision.</p> <p><u>27-12.1.</u> Substitutes shall have a continuous duty-free lunch period with no work responsibilities.</p> <p><u>27-12.2.</u> 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.</p> <p><u>27-12.3.</u> Substitute teachers shall follow the schedule of the absent teacher and not be assigned non instructional duties such as recess, lunchroom, or paraprofessional duties and shall be given the duty free preparation periods per the absent teacher's schedule.</p> <p><u>27-12.4.</u> 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.</p> <p><u>27-12.5.</u> The BOARD shall hire additional cadre substitutes who are assigned to specific networks to be deployed to schools in their networks as needed.</p>
PAPERWORK LESSON PLANS AND TESTING	THE BOARD SUGGESTS THAT THIS MATTER BE REMANDED FOR FURTHER BARGAINING	<p>44-20. Teacher Access to Technology. Every teacher shall have in their workspace access during the school day to a functioning computer a functional, modern, and updated laptop of their choice (e.g. Mac, PC, or Chromebook, etc.), with Internet access, access to a printer within 25 feet of their workspace, copies and text books ordered and in stock at school by first day of school. 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 his or her desk. In order to achieve</p>

		<p>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.</p> <p>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.</p> <p>The 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.</p> <p>International Baccalaureate teachers and other teachers required to submit additional or specifically formatted lesson or unit plans as a result of teaching in a school's specific academic program shall be paid their hourly rate for the additional lesson/unit plans and work requirements. Alternatively, they shall receive additional paid preparation time or a stipend.</p> <p>In the event the BOARD requires additional paperwork with no commensurate reduction in work, the teachers shall be paid the instructional rate of pay for the extra time worked.</p> <p>44-27. National Board Certification. Commencing July 1, 2016 2018, the BOARD will pay the UNION up to a maximum of \$750,000.00 \$1,050,000 per year, no more than \$11,000.00 per candidate, for the purposes of candidate support, Professional</p>
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		<p>Development, NBCT renewal, NBC Recruitment, 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.</p> <p>44-28. Availability of BOARD Policies and Procedures. No suggested modification.</p> <p>44-29. Distribution of BOARD Publications. No suggested modification.</p> <p>44-30. Lesson Planning. Add to next to last sentence. 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). Format, content and length for lesson/unit plans is at teacher's total discretion, free from mandates or additional requirements by administration, network and the BOARD. Common instructional plans for courses or subjects may be developed</p>
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		<p>and used by grade bands or subject departments. Teachers shall have reasonable time to submit lesson plans or supplements.</p> <p>44-31. Ad Hoc Professional Problems Committees. No suggested modification.</p> <p>44-32. Assessments. Suggested modification below.</p> <p>44-32.1. <u>Required Assessments.</u> Required assessments shall consist only 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 that requires a test for student credit or program accreditation. No later than June 30th 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). Whether or how progress monitoring shall be used shall be solely determined by the teacher. Administrators shall not dictate the particular tool or method of progress monitoring.</p> <p>44-32.2 [delete in its entirety]</p> <p>44-32.3. <u>Submission of Concerns.</u> 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.</p> <p>44-33. Grading Practices. Suggested modification below.</p> <p>44-33.1. <u>Teachers Grading Responsibilities.</u> 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</p>
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		<p>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 44-33.2 and district policies on grade changes, grade point averages and grade band values in accordance with Article 44-33.2, Teachers' grading practices must be published at the beginning of the course and must be clear to students, parents, administration and staff.</p> <p>44-34. Subcontracting of Certified Nursing Services. No suggested modification.</p> <p>44-35. Records time. No suggested modification.</p> <p>NEW 44-36. Miscellaneous.</p> <p>44-36.1. CPS Network offices shall make no mandates on teachers or schools.</p> <p>44-36.2. Staff shall be provided coverage for IEP meetings and shall not be required to attend IEP meetings on their self-directed preparation periods.</p> <p>44-36.3 Bargaining unit members have sound educational reasons for contacting students directly. The BOARD shall contract with a company, such as Remind Me App, to provide a monitored system allowing bargaining unit members to communicate directly with students. In accordance with state law, the BOARD shall reimburse bargaining unit members required to use their personal cell phones and wireless internet at home after school hours as a part of their jobs. The BOARD shall provide an adequate number and appropriate access to phones for bargaining employees to use in their schools and work sites during the school day.</p> <p>44-36.4. In the event that a school is used as a polling place, there shall be extra entrances</p>
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		<p>separate from student traffic to accommodate voters. Adequate security shall be provided on election day for schools that are polling sites. The location of voting within a school that is used as a polling place must not displace regular instructional activities (e.g. making the gymnasium inaccessible for regular student use or classes) and be secure so that no voters can access students or instructional spaces while school is in session.</p> <p>44-36.5. Teachers shall have the freedom to use their creativity and professional judgement in determining how their instructional time is used. School administrators or Central Office personnel shall not give mandatory instructional block agendas for teachers to follow.</p> <p>44-36.6. The BOARD shall reimburse tuition to incentivize current employees to become endorsed in high need areas (e.g. special education, bilingual education, etc.) and for any endorsement required for current employees who do not already have the endorsement (e.g., ESL, middle school, etc.).</p> <p>44-36.7. Any bilingual staff person (e.g. teacher, paraprofessional, clinician) that is requested to interpret in any meeting outside their normal daily work duties (e.g. 504, IEP, parent/teacher conferences, phone calls to parents) or translate written materials, shall be paid an additional stipend, at their hourly rate, for the time spent interpreting or translating.</p> <p>44-36.8. The BOARD shall fund and/or work with the UNION to provide mandated annual student loan information, loan forgiveness, and debt reduction training for all interested CPS staff, students and families.</p> <p>44-36.9.</p> <p>(a) The BOARD shall not require students to enroll in digital systems that transfer a student's right to his or her intellectual property to a private corporation, nor shall the district sell or license a student's personal information to any third party</p>
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		<p>for any reason or make it available for marketing or commercial purposes.</p> <p>(b) Student data shall neither be linked to data sets from other state agencies, including the departments of higher education, health and human services, and workforce development, to be used for longitudinal research, evaluation, and policy-making without the express and transparent notification to families of this purpose.</p> <p>(c) The BOARD shall not disclose students' personal information to third parties without prior notification to the student/parent, and shall provide students/families with the right to opt out of disclosures. Prior to the disclosure of student information to third parties for research purposes, student data must be fully de-identified and the study must have Institutional Review Board (IRB) approval.</p> <p>(d) Never shall student data be sold to on line "marketplace" or made available for purchase on the basis of ethnicity, affluence, religion, lifestyle, academic progress, or any other reason. The BOARD shall provide annual training to all staff on the protection of student data, federal and state privacy laws, and best practices for protection of education-related data.</p> <p>44-36.10.</p> <p>(a) The BOARD shall not require teachers to enroll in digital systems that transfer a teacher's right to his or her intellectual property to a private corporation, nor shall the district sell or license a teacher's personal information to any third party for any reason or make it available for marketing or commercial purposes.</p> <p>(b) The BOARD shall not disclose teachers' personal information to third parties without prior notification, and shall provide individual teachers with the right to opt out of disclosures for any purpose other than that which is required by the state for reporting purposes.</p>
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		<p>(c) Prior to the disclosure of teacher information to third parties for research purposes, teacher data must be fully de-identified and the study must have Institutional Review Board (IRB) approval. The BOARD shall provide annual training to all staff on the protection of teacher and student data, federal and state privacy laws, and best practices for protection of education-related data.</p>
SANCTUARY SCHOOLS	<p>THE BOARD SUGGESTS THAT THIS MATTER BE REMANDED FOR FURTHER BARGAINING</p>	<p>NEW 46-5 Sanctuary Schools and Sanctuary Employer.</p> <p>46-5.1. In the spirit of Plyler v. Doe, 457 U.S. 202 (1982), the BOARD has consistently afforded students access to a high quality public education at CPS regardless of their immigration status and is committed to continue this practice.</p> <p>46-5.2. CPS is an Immigration and Customs Enforcement (ICE) designated “sensitive location” in which ICE enforcement activities would pose a severe disruption to the learning environment and educational setting for students and their families.</p> <p>46-5.3. The BOARD and UNION jointly declare that the buildings and grounds of CPS Schools are sanctuary spaces for all students, parents, administrators, bargaining unit members, and community members and jointly commit to defend the right to a free and safe learning environment.</p> <p>46-5.4. Students and families trust CPS to maintain their safety and the integrity of their family units. To foster this continued trust, School personnel shall not inquire about or record a student’s or a family member’s immigration status and, pursuant to the Family Education Rights and Privacy Act (“FERPA”), shall not disclose, without parental consent, the immigration status of any student or other personally identifiable information. The BOARD recognizes the trust families place in them and shall not voluntarily</p>

		<p>divulge information to immigration agents to the fullest extent possible under the law.</p> <p>46-5.5. CPS and its staff have the right to be the first line of protection for students and families against unwarranted and detrimental immigration and enforcement actions. Upon request by ICE agents to enter CPS school grounds, CPS administration shall verify the immigration agent's credentials, ask the agent why the agent is requesting access, and ask to see a warrant signed by a federal or state Judge.</p> <p>46-5.6. Immigration agents seeking entry to the school or its grounds shall be asked to provide written authority from ICE instructing them to enter CPS property and for what purpose as well as a warrant signed by a federal or state Judge.</p> <p>46-5.7. In the spirit of this commitment to a sanctuary school zone, absent exigent circumstances and/or a duly signed federal or state warrant and written authority from ICE supervisors, agents of ICE shall not be permitted access to CPS grounds or any records contained therein, nor shall the BOARD otherwise release to any third parties, other than the UNION, any information pertaining to immigration status except with the employee's written consent or as required by law.</p> <p>46-5.8. In the interest of ensuring the success of the commitments made in this article, the BOARD and UNION shall meet to develop a training program for staff on how to appropriately respond to ICE agents should they request entrance to the school facilities or grounds as well as proactive steps to aid students and families in obtaining legal or other assistance with immigration enforcement actions.</p> <p>46-5.9. CPS Employees shall not face any BOARD discipline for following the policies contained in this Article</p> <p>46-5.10. The provisions contained within this article shall in no way prohibit the BOARD from honoring and complying with a duly authorized</p>
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		warrant and in no way shall obligate the Employer or any of its agents to violate any State or Federal statutes.
PSRP ISSUES	<p>THE BOARD CONTENDS THAT THE FACT-FINDER DOES NOT HAVE JURISDICTION OVER THIS MATTER PURSUANT TO SECTION 4.5</p>	<p>9-2. PSRP Professional Support and Evaluation Plan. The parties agree that the BOARD shall follow its PSRP 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 the remediation opportunity provided in the plan.</p> <p>A Joint PSRP Committee shall consist of up to five members selected by the UNION and up to five members selected by the BOARD. The Joint Committee shall meet at least one day per month during the regular school year to discuss and come to agreement on issues related to changes to the PSRP evaluation plan and other PSRP issues that may arise during the term of this Agreement.</p> <p>9-3. Security After Working Hours. No suggested modification.</p> <p>9-4. PSRP Duties and Responsibilities. No suggested modification.</p> <p>9-5. Transfer Windows. No suggested modification.</p> <p>9-6. Governing Policies and Procedures. No suggested modification.</p> <p>9-7. Staff Development. No suggested modification.</p> <p>9-8. Administrative Transfers. No suggested modification.</p> <p>9-9. Advance Step Placement. No suggested modification.</p> <p>9-10. Layoff and Recall. No suggested modification.</p> <p>9-11. Paraprofessional and School-Related Personnel and No Child Left Behind Act. No suggested modification.</p>

		<p>9-12. Truant Officers. No suggested modification.</p> <p>9-13. School Library Assistants. No suggested modification.</p> <p>9-14. School Clerks. Suggested modification below.</p> <p>9-14.5 Substitute Coverage. <u>School Clerk Assistant.</u> Any regular school clerk assistant assigned in a school clerk I position for a period of twenty ten consecutive school days shall be paid at the appropriate step of the school clerk I salary schedule and staffed in the position, effective on the twenty-first eleventh consecutive school day. Upon the assignment or transfer of a regular school clerk I to said position, the school clerk assistant shall revert to the former pay status as a school clerk assistant.</p> <p>NEW 9-14.7. The BOARD shall clearly delineate the duties of the school clerk. These duties shall include all responsibilities related to KRONOS and payroll, teacher reimbursement, student records, including student transfer records, and daily operations of the school office. Teachers shall not be required to perform the duties of school clerks.</p> <p>9-15. Audiometric and Vision Screening Technicians. No suggested modification.</p> <p>9-16. Teacher Assistants. Suggested modification below.</p> <p>9-16.3. <u>Reclassification of Teacher Assistants.</u> The BOARD shall not reclassify a teacher assistant who does not perform diapering and feeding to a special educational classroom assistant, nor hire a new special educational classroom assistant, who does not perform diapering and feeding to replace any teacher assistant. The BOARD shall conduct an annual audit of duties to guarantee that special educational classroom assistants are working in accordance with this Article and employees whose job title was changed inappropriately shall be returned to Teacher Assistant positions. The BOARD shall have hired by the first day of school</p>
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		<p>all Teacher Assistants providing one-on-one or special education classroom support. When new positions are required after the first day of school due to changes to IEPs and/or student schedules, these positions shall be filled within 10 school days.</p> <p><u>NEW 9-16.4. Staffing.</u> The BOARD shall employ and maintain one thousand teacher assistants in the elementary schools and one thousand teacher assistants in the high schools. The Chief Executive Officer shall consult and advise the President of the UNION monthly on status and progress. Teacher assistants employed in the elementary schools, and high schools shall relieve teachers of non-professional duties and clerical chores in the schools. The Board shall further allow retired teacher's assistants to work as substitute teacher assistants.</p> <p><u>NEW 9-16.5.</u> Any teacher assistant or instructional assistant assigned in a teacher assistant I or instructional assistant I position for a period of ten consecutive school days shall be paid at the appropriate step of the teacher assistant I or instructional assistant I salary scheduled and staffed in the position effective on the twenty-first consecutive school day. Upon the assignment or transfer of a regular teacher assistant I or instructor assistant I to said position, the teacher assistant or instructor assistant shall revert to the former pay status as a teacher assistant or instructor assistant.</p> <p>9-17. School Assistants. No suggested modification.</p> <p>9-18. Computer Technicians and Technology Coordinators I, II and III. No suggested modification.</p> <p>9-19. American Sign Language Interpreters and 9-19.2 Educational Sign Language Interpreters I, II, and III (Previously, Article 21-17). Suggested modification below.</p> <p><u>9-19.1</u> American Sign Language Interpreters Regular School Day. The regular day for sign</p>
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		<p>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 Five 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 so that students will still be able to communicate.</p> <p>9-19.2. Additional Work Hours. In schools with students with disabilities whose Individualized Education Programs require American Sign Language interpreters, one staff member who is able to communicate with such students shall be designated to remain in the school until such students have been released for the day. Hours worked beyond the regular work day shall be compensated at the hourly rate of pay.</p> <p>NEW 9-20. PSRP Probationary Period. Consistent with longstanding past practice and BOARD policy, the probationary period for PSRP bargaining unit employees shall be one year.</p> <p>NEW 9-21. Grow Your Own. The Board shall increase its contract with Grow Your Own Illinois in order to support additional PSRPs (and other teacher candidates already involved in schools such as parents) who want to pursue becoming classroom teachers in CPS. The Board shall secure funding to provide a living wage stipend and health insurance to said candidates during student teaching or other residency.</p>
EARLY CHILDHOOD EDUCATION	THE BOARD CONTENDS THAT THE FACT-FINDER DOES NOT HAVE JURISDICTION OVER THIS MATTER PURSUANT TO SECTION 4.5	<p>Article 17 Early Childhood Teachers (formerly Playground Teachers)</p> <p>Note: <i>Article 17 is currently "reserved" for Playground Teachers. So as not to have to change the article numbers that people are used to associating with particular information and to honor the request to make Early Childhood its own</i></p>

		<p><i>article, the proposal is as follows. All sections of Article 4 pertaining exclusively to early childhood classrooms and educators (4-13, 4-14,4-15, 4-16, 4-17) should be listed under Article 17. The other sections of Article 4 still pertain to all elementary staff, including early childhood staff.</i></p> <p>17-1. Nap time. In classrooms with children under the age of 6 in full-day programming (pre-k & K) children shall be allowed and encouraged to nap.</p> <p>17-2. Program Resource Assistants. The BOARD shall restore the Program Resource Assistants as full time positions within the CTU bargaining unit and eliminate the Principal Designee Position. The BOARD shall provide sufficient numbers of Program Resource Assistants so that no other position shall conduct their duties.</p> <p>17-3. Kindergarten Report Cards. Kindergarten teachers shall not be required to complete kindergarten report cards during the quarters that they are required to submit checkpoint data for the Kindergarten Individual Development Survey.</p> <p>17-4. Early Childhood Teacher Assistants. Teacher Assistants in early childhood classrooms shall not be required to substitute or perform other duties unrelated to their classroom position. All preschool classrooms shall maintain a 10:1 child to teacher ratio at all times, including rest periods, during lunch, specials, etc. TAs shall be given their contractual breaks covered to maintain the 10:1 ratio.</p> <p>17-5. Hygienic Equipment and Facilities. Preschool classrooms shall have adequate facilities and equipment for diapering by SECAs. All preschool classrooms shall have access to adequate bathroom facilities including safe and sanitary diapering facilities for children who are unable to use the toilet consistently. These facilities shall be easily accessible to students and school staff. The school shall provide all necessary supplies for containment of soiled clothing in safe and sanitary fashion. Disposable safety gloves shall be provided in all early childhood classrooms in case of toileting accidents. Adequate staff shall</p>
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		<p>be provided to assist students in case of toileting accidents and no student shall be punished or excluded from instruction due to toileting accident.</p> <p>17-6. Early Childhood General Education Class Size. General Education Preschool Classrooms shall not exceed 18 students and shall be staffed at all times by a Teacher and Teacher Assistant.</p> <p>17-7. Parent and Family Visits. The Board shall allow parents and families to enroll their pre-Kindergarten students directly at the individual school site to which they are enrolling.</p>
CLINICIANS AND COUNSELOR	<p>THE BOARD CONTENDS THAT THE FACT-FINDER DOES NOT HAVE JURISDICTION OVER THIS MATTER PURSUANT TO SECTION 4.5</p>	<p><u>20-1.6. Teacher Clinician Responsibilities</u> Add to the end of 20-1.6: Clinicians shall be able to make up direct service minutes lost due to IEP meetings.</p> <p><u>20-1.7. Work Space and Equipment for Clinicians.</u> 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; and necessary supplies, including file folders, paper clips and envelopes to store professional protocols. 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. Clinicians shall be provided a designated separate room within the school facilities that is free observation or disturbance by other people for the exclusive use of therapeutic services and testing aligned with clinicians' ethical and legal obligations to students and families. Principal shall provide a written plan of space assignment to individual clinicians, office of diverse learner and network administrators. (The remainder of 20-1.7 is unchanged.)</p> <p><u>20-1.9. Travel Time.</u> Clinicians who travel from one school to another during the noon hour shall</p>

		<p>be allowed seventy five minutes including lunch for 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.</p> <p><u>20-1.10. Meetings Among Related Services Personnel</u></p> <p>Add to the end of 20-1.10: At meetings called by the ODLSS department, CTU clinicians attending the meeting shall be allowed to meet for no less than 45 minutes, at a time other than the end of the meeting.</p> <p><u>NEW 20-1.11</u> Any time the BOARD redeploys clinicians or assign them to provide services to a school other than one on their schedules, the instance shall be recorded and reported to CTU on a monthly basis. The clinician shall be given either paid time after school hours to make up for the work they were unable to complete due to the redeployment, or they shall be offered help by a comparably licensed colleague to assist in making up the work. If this is an ongoing issue, then new positions shall be opened to meet chronic needs.</p> <p><u>NEW 20-1.12.</u> Any clinician wishing to be placed at a school of their choice, or to keep the same school assignment they have from year to year, shall be permitted to do so. If more than one nurse in the same job classification wants the same school, then seniority shall prevail. Management shall be transparent and work with a committee of CTU clinicians to fairly decide school assignments, taking the preference of the clinician into primary consideration.</p> <p><u>NEW 20-1.13.</u> Bilingual clinicians 1) Bilingual clinicians used to complete bilingual assessments shall have a full day scheduled in their allocation to complete bilingual assessments. If the district is unable to allocate the clinician a full day to complete assessments, then the clinician shall be paid at his or her hourly rate to complete any assessments after school hours.</p>
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		<p><u>NEW 20-1.14</u> Clinicians shall be staffed at the clinician-to-student ratios recommended by the National Association of Social Workers, the National Association of School Nurses, and the National Association of School Psychologists: One full time social worker for every 250 general education students, one full time social worker for every 50 special education students, one full time psychologist for every 500 general education students, one full time school nurse (LPN or HSN) for every 250 general education students, with a minimum of one nurse per school (CSN), and one OT/PT for every 30 students assigned to caseload.</p> <p><u>NEW 20-1.15.</u> The BOARD shall ensure that all clinician work spaces are appropriately climate controlled with air conditioning in warm weather and heat in cold weather.</p> <p>20-2. Counselors. Suggested modification below.</p> <p><u>20-2.3. Elementary Staffing Formula</u></p> <p>20-2.3(a). General Objective.The BOARD shall staff School counselors at all schools in accordance with the recommendation of the 1960 White House Conference on Children and Youth American School Counselor Association (2012) of at a counselorstudent-counselor ratio of six hundred to one at the elementary level two hundred fifty to one is accepted as a desirable goal.</p> <p><u>20-2.6. Counselor Duties.</u> In programming and directing the work of an Elementary, Middle, and High School counselor, a principal shall endeavor to solely assign duties to the counselor that are consistent with the recommendations of the American School Counselor Association or the CPS Reach Framework for School Counselors, and the CPS Memo dated 9/15/17 from Janice Jackson, CEO of Chicago Public Schools, to all Principals and Network Chiefs regarding “limiting non-counseling duties”. Duties shall be assigned to ensure School Counselors are given adequate time during the workday to deliver Tier 1, Tier 2, and Tier 3 counseling activities and student supports. By limiting non-counseling duties, the BOARD shall</p>
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		<p>ensure that all students have equitable access to a School Counselor who can provide targeted programming that aligns with and supports district initiatives such as a focus on elementary school on-track, freshman-on-track, college enrollment, matriculation, and persistence, and utilization of post-secondary planning tools.</p> <p>Examples of non-counseling duties include but are not limited to: teacher prep period coverage, substitute teaching, supervision of students when the counselor is the only educator with students, and performing disciplinary actions. 80% of the workday shall be spent on direct and indirect student service with 20% of the workday for counseling program support as outlined by the American School Counselor Association (2012). other recognized organizations, except when such recommendations are inconsistent with the responsibilities expected of all faculty members or BOARD or local school level administrative and educational requirements. Disagreements over this Section shall be resolved by the counselor, the principal and the Professional Problems Committee.</p> <p>School Counselors who are also Licensed Clinicians through the state of Illinois IDFP (either LPC or LCPC licenses) shall receive lane change credits for continuing education credits related to their clinical licenses.</p> <p>20-3. School Psychologists. No suggested modification.</p> <p>20-4. School Social Workers. No suggested modification.</p> <p>20-5. Speech Language Pathologists and Speech Language Pathologist Paraprofessionals. No suggested modification.</p> <p>20-6. School Nurses. Suggested modification below.</p> <p><u>NEW 20-6.8.</u> The BOARD shall fully fund the education of, and assign a compatible work schedule to, CPS health professionals interested in gaining further credentials, specifically, any:</p>
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		<p>LPN interested in obtaining an RN RN interested in obtaining a BSN or HSN interested in becoming a CSN</p> <p><u>NEW 20-6.9.</u> On a monthly basis the BOARD shall report to CTU the number of contract nurses (all contract employees) that are working in CPS schools. The BOARD shall have an equal number of nursing jobs opened up as there are contract nurses working. The BOARD shall not enter into contracts with nurse agency companies that do not permit their employees to leave the agency to take a full time job with the BOARD.</p> <p><u>NEW 20-6.10.</u> Nurses who change 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.</p> <p>20-7. Additional Funding for Personnel Costs. No suggested modification.</p> <p>20-8. Meetings Among Related Services Personnel. No suggested modification.</p> <p>20-9. Counselors, Clinicians and Special Educators Case Management Responsibilities. By no later than the start of the 2017-18 school year, the Board shall no longer require school counselors, clinicians and special educators to perform case management responsibilities. The Board and Union shall form a committee to recommend to the CEO how to implement this provision. Schools with 50 or fewer aggregate IEPs and 504s shall receive a half-time case manager position. The necessity of allocating a half-time case manager position at schools where the number of IEPs is significantly lower and close to zero may be reviewed by the BOARD in consultation with the UNION and subject to appeal by the UNION. Schools with and aggregate of 51-100 IEPs and 504s shall receive a full-time case manager position, and schools with an aggregate of over 100 IEPs and 504s shall qualify for 1.5 or more case manager positions. Case</p>
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		<p>Manager allocations can be appealed by the UNION or bargaining unit members if an individual school has extenuating circumstances. Case managers shall remain bargaining unit positions and shall be provided the same preparation periods as teachers. The Joint Special Education Committee shall determine an agreed upon description of the duties of case managers.</p>
SPECIAL EDUCATION	<p>THE BOARD CONTENDS THAT THE FACT-FINDER DOES NOT HAVE JURISDICTION OVER THIS MATTER PURSUANT TO SECTION 4.5</p>	<p>21-5. Development of Individualized Education Program. The educational and extracurricular program of a student with disabilities shall be developed by the 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 and these decisions shall be made without undue outside coercion by administrators or network.</p> <p>21-6. Meetings Among Clinicians. No suggested modification.</p> <p>21-7. In-Service Meetings. No suggested modification.</p> <p>21-8. New High School Special Education Teachers of Students with Cognitive Disabilities or Autism. No suggested modification.</p> <p>21-9. Student Referrals. No suggested modification.</p> <p>21-10. Grants. No suggested modification.</p> <p>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. Disagreements over this Section shall be resolved by the special education teacher, the principal and the Professional Problems Committee.</p> <p>21-12. Faculty Meetings. No suggested modification.</p>

		<p>21-13. Work Load for Special Educators and PSRPs. Suggested modification below.</p> <p><u>NEW 21-13.3 Caseload limits.</u> Special Education Teachers' job requirements shall prioritize the development and implementation of the Individual Education Plan above all other duties, including but not limited to school-wide lesson plans, assessment plans, classroom checklists, unit plans, etc. No teachers within school buildings shall have a disproportionate number of IEPs on their caseload. IEP writing shall be equally dispersed. In the case of unfulfilled teacher positions, principals shall either pay teachers their hourly rate to prepare and write the extra IEPs and/or provide substitute coverage.</p> <p>21-14. Individualized Education Program Meetings. No suggested modification.</p> <p>21-15. Training and Resource Materials. Suggested modification below.</p> <p>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. The BOARD shall provide funds to schools specifically for the purchase of special education curriculum (i.e. Orton-Gillingham Reading programs, significantly-modified curriculum, specialized math programs, etc.) and shall guarantee special education specific training is available for every neighborhood school and separate class grade band. The BOARD shall also ensure special education specific materials such as sensory tools and online tools (e.g., Raz Kids, Goalbook, etc.) are made available when requested by a special education teacher or team within a certain time-frame, with control over the budget allocated to special education resources.</p>
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		<p>Up-to-date technology shall be provided to special education teachers as required by Individual Education Plans.</p> <p>21-16. Release Time to Compete Individualized Education Programs. Principals may must use either Cadre substitute teachers or release of teachers from other duties (principal-directed preps, lesson plans or other paperwork requirements), or determine other ways agreed upon through the PPC, to provide release time/lessened work load to special education teachers for the purpose of completing Individualized Education Programs. Every school building shall be allocated a CADRE substitute teacher specifically for the purpose of supporting the special education program. All Schools shall provide collaboration time at the beginning of the school year for all school personnel who work with students with disabilities including but not limited to Special Education Teachers, General Education teachers, paraprofessionals, clinicians, security team, and restorative justice coaches.</p> <p>21-17. American Sign Language Interpreters. No suggested modification.</p> <p>21-18. Case Load Development. When a student's IEP calls for services in a general education classroom, 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. The Special Education department (ODLSS) shall provide a monthly class size/case load report to the CPS-CTU Joint SPED Committee.</p> <p>21-19 Special Education Student Ratio. When a student's IEP calls for services in a general education classroom, 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. The BOARD shall return to a centralized budgeting</p>
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		<p>practice where special education teacher positions are funded centrally and not funded out of individual school budgets. –Special education teacher positions allocated to each school shall be adequate to meet all student minutes per student IEPs, including services provided in the general education and separate class settings, while maintaining appropriate class size and proportion limits per state and federal law and delineated elsewhere in this contract. At minimum, the number of special education teaching positions at a school shall be allocated by the baseline formula: $m / 7,000$ where m is the sum total of all required service minutes per week of all students with IEPs in the school; Special Education Department members shall have the opportunity to request additional teachers as needed. –The Joint Special Education Committee shall determine the process by which case managers can request additional positions based on school needs, such as minutes provided in different grade levels, different settings, or other scheduling needs.</p> <p>NEW 21-20. Special Education General Provision</p> <p><u>NEW 21-20.1</u> Special Education co-teachers shall have full and timely access to test, grade, and attendance data of full student rosters.</p> <p><u>NEW 21-20.2</u> The BOARD and the UNION have demonstrated a commitment to increasing special education student access to the inclusive classroom through the co-teaching model. The BOARD and the UNION support a co-teaching model that best meets the student needs and ensures positive educational outcomes for all students.</p> <p>The BOARD shall use the following definitions to frame its collaborative teaching experiences:</p> <ul style="list-style-type: none"> • Co-Teaching: Two teachers working together with groups of students, sharing the planning, organization, delivery and assessment of instruction, as well as the physical space. • Collaboration: Two teachers working together
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		<p>where the general education teacher is responsible for the planning, delivery and assessment, and the collaborating teacher offers programmatic support.</p> <p>The BOARD shall honor the following agreements:</p> <ol style="list-style-type: none"> 1. General Education teachers shall be given the opportunity to volunteer for a co-teaching assignment. If no General Education teachers volunteer, co-teaching assignments shall be rotated across teachers in the relevant grade level, school year to school year. Special Education teachers shall be allowed to submit preferences of content area and teacher for their co-teaching assignment. Special Education teachers shall be allowed to submit preferences for grade level and teacher for their co-teaching assignment. Principals shall make reasonable efforts to assign teachers based on educational background and preferences. 2. Building principals shall maintain consistency from year to year in both content area and successful co-teaching partnerships to the greatest extent possible. Teachers can request a change in co-teaching assignment by utilizing the Preference Sheets which are distributed no later than May 1 for the following school year. Such requests shall not be unreasonably refused. 3. Special education teachers shall be involved in the master schedule creation process to allow them to work in areas of professional strength and ensure equity and access for the students they serve. 4. Professional development shall be scheduled so co-teachers can attend content area training with co-teaching partners. 5. Special Education teachers shall be aligned with grade level Professional Learning Communities so as to minimize secondary preps (Example: Co-teach 6th
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		<p>grade Reader's Workshop, teach 6th grade pull out reading support).</p> <p>6. Students with disabilities shall comprise no more than 30% of the class.</p> <p>7. The parties agree to continue improving Co-Teaching in the Joint Special Education Committee.</p> <p><u>NEW 21-20.3.</u> The BOARD shall have sole responsibility for moving all specialized furniture, equipment, and supplies to a new location and/or room when Special Education teachers are required to change their teaching location and/or room assignment during the school year.</p> <p><u>NEW 21-20.4.</u> The number of lesson preparations for Special Education inclusion and co-teachers in high schools shall not exceed two.</p> <p><u>NEW 21-20.5.</u> Special and general education teachers shall be programmed so that co-teachers have common preparation periods.</p> <p><u>NEW 21-20.6.</u> If a teacher (or other bargaining unit member) and paraprofessional working together in a classroom request at the end of the school year to remain assigned together, they shall be assigned to work together for the following year.</p> <p><u>NEW 21-20.7.</u> The BOARD shall guarantee an appropriate continuum of services, including but not limited to specialized programs for students with Severe/Profound disabilities, Moderate Disabilities, Autism or other similar Sensory Communication disorders, and specialized emotional/behavioral programs across the district. LRE 1, 2, and 3 placements as needed per students' Individual Education Plans shall be provided in each school building. Schools shall follow all federal law requirements regarding providing a continuum of services within their schools. The BOARD shall provide to the UNION a list of all specialized programs, including school names and grade-levels served, before the first day of the school year each year.</p>
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		<p><u>NEW 21.20.8. IEP Documentation:</u> Upon request, special education teachers shall be given up to two full release days per quarter, at no loss of pay, to complete a federally mandated documentation/progress monitoring for students in their class/caseload of their IEPs. Special education teachers' paperwork shall be limited to: IEPs, lesson plans, and grades. They shall not be required to do any additional paperwork.</p>
AFFORDABLE HOUSING	<p>THE BOARD CONTENDS THAT THE FACT-FINDER DOES NOT HAVE JURISDICTION OVER THIS MATTER PURSUANT TO SECTION 4.5</p>	<p>Article 46 Integration-Quality Education and Quality Life</p> <p>46.1. General Provision. Suggested modification below.</p> <p>46-1a. 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 of diverse groups, including but not limited to, African-Americans, Latinx, Asian-Americans and other groups, including LGBTQIA+, peoples of diverse socio-economic statuses and women; (c) to incorporate, into World and United States history and literature, labor history and the struggle for human rights and gender equality in the world and United States past and present; made to civilization by all 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.</p>

		<p><u>New. 46-1b.</u> Each school shall form a committee to provide culturally-relevant/sustaining education to all students. The committee shall be composed of the principal and no fewer than three and not more than ten members identified by the UNION delegate. The BOARD shall provide resources as agreed upon by the committee for this purpose. Materials shall be purchased within 21 days.</p> <p><u>NEW. 46-1c.</u> The BOARD will establish a task force with community and parent groups on the new school enrollment process (GoCPS), with the stated purpose of determining how to use GoCPS to support neighborhood high school enrollment and encourage school integration.</p> <p><u>NEW. 46-1d.</u> The BOARD shall work with the CTU and area universities to double the number of people of color applicants to teacher vacancies throughout the system.</p> <p><u>NEW. 46-1e.</u> Beginning with schools with the highest number of students of color and schools with increasing populations, and moving to all schools by 2022, the district, in consultation with the CTU, shall provide professional development and support to school personnel to ensure a culturally sustaining curriculum is being implemented in these schools. At all CPS schools, ethnic studies (e.g. Black Studies, Latinx Studies, etc) programs shall be integrated into the school.</p> <p>46.2. Publishers End Abuses of Standardized Tests. The BOARD and the UNION agree to urge the publishers the use of standardized tests for students to include questions as appropriate on the contributions of African-Americans, Latinos, Asian-Americans and other minority groups people of color and women to world and United States history; labor history; and the struggle for human rights and gender equality in the world and United States past and present.</p>
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		<p>The BOARD shall not engage in the abusive practice of rewarding or not rewarding students based on mandated test scores in an attempt to motivate student gains.</p> <p>Test scores shall not be a component of school ratings.</p> <p>NEW 46-3. Housing.</p> <p>46-3.1. 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.</p> <p>46-3.2. The BOARD shall hire 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).</p> <p>46-3.3. 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 2020.</p> <p>NEW 46-4. Bilingual Education and English Learners.</p> <p>46-4.1. Bilingual Education and English Learners (EL): programming, planning, assessment</p> <ol style="list-style-type: none"> 1. English Learner Placement and Testing. The BOARD and UNION shall work collaboratively to increase EL students' access to quality instruction and services. 2. Beginning with the 2019-20 school year, the parties agree to jointly review current
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		<p>EL programming and practices including, but not limited to:</p> <ol style="list-style-type: none"> a. an external audit of the current programming model b. a review by a team of teachers, parents, regional and/or national experts to make recommendations on appropriate teaching and co-teaching practices for EL students c. a review of long term struggling English Learners focused on determining what changes or additional supports are needed d. regular review at Bilingual Education Joint Committee meetings to monitor progress and adjust focus as needed <p>3. The BOARD shall take the following actions to enhance placement and assessment of EL students:</p> <ol style="list-style-type: none"> a. EL student services and scheduling decisions will consider students' ACCESS CPL (composite proficiency level) and teacher recommendations; ACCESS scores shall be shared with teachers as soon as possible. b. The Bilingual Education Joint Committee shall collaboratively plan appropriate professional development for EL teachers, and shall discuss other matters of professional interest including, but not limited to, testing and assessments, curriculum, appropriate program staffing and appropriate student assignments. <p>46-4.2. Bilingual Education and English Learners: policies, teachers</p> <ol style="list-style-type: none"> 1. The BOARD shall require all school principals to demonstrate full knowledge of bilingual law, policy, best practices and evaluation of bilingual education teachers teaching English Language Learners. The BOARD shall provide sufficient resources to schools to enable them to follow the
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		<p>Illinois State laws and rules governing bilingual education.</p> <ol style="list-style-type: none"> 2. The BOARD shall provide regular, high quality, paid Professional Development to bilingual education teachers teaching English Language Learners. 3. The BOARD shall provide additional supplies and resources to bilingual education teachers teaching English Language Learners with assignments covering two or more languages, including: <ol style="list-style-type: none"> a. Additional supplies: Classroom printer, toner, additional paper, and other supplies as necessary to create materials for all students. b. Additional resources: books in students' native language, licenses for online programs to support English language development for students, and subscriptions to teacher resource websites. c. Translation support: bilingual teaching assistant, stipend, and or additional preparation periods. 4. The BOARD shall staff bilingual teaching assistants to classrooms in schools with the highest percentages of English Learners. 5. The BOARD shall provide Transitional Bilingual Programs with comprehensive English as a Second Language and native language curriculum. 6. In order to recruit and retain effective bilingual certified teachers, teachers shall be paid or reimbursed for their Bilingual Education certification and/or receive a stipend. <p>46-4.3. English Learner Program Teacher (ELPT)</p> <ol style="list-style-type: none"> 1. ELPTs shall not have class loads and shall have 100% of their time assigned to service English Learners. 2. When necessary, principals shall use Cadre substitute teachers to provide release time to ELPTs for the purpose of updating profiles, updating student
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		<p>folders, screening new students, overseeing the Bilingual Advisory Committee, preparing for the EL audit, tracking progress of EL and transitioning students, and other assigned responsibilities.</p> <ol style="list-style-type: none"> 3. ELPTs shall not be considered a part of the Administrative Team. 4. The BOARD shall fund a full English Learner Program Teacher or Bilingual Lead Teacher position for any school with at least 100 or more English learners or students in a bilingual program and an additional position for each additional 100 English learners or students in a bilingual program. 5. If ELPTs are required to attend after school meetings, they shall be paid their hourly rate for attendance. 6. The joint Bilingual Education Committee shall examine the equity of workloads and the number of required meetings for ELPTs since programs vary in size. <p>46-4.4. Bilingual Education and English Learners: Welcoming Parents: The BOARD shall eliminate the current volunteer approval process to ease and greatly diminish obstacles for undocumented volunteers and parents to participate in their school communities.</p> <p>NEW 46-5 Sanctuary Schools and Sanctuary Employer.</p> <p>46-5.1. In the spirit of Plyler v. Doe, 457 U.S. 202 (1982), the BOARD has consistently afforded students access to a high quality public education at CPS regardless of their immigration status and is committed to continue this practice.</p> <p>46-5.2. CPS is an Immigration and Customs Enforcement (ICE) designated “sensitive location” in which ICE enforcement activities would pose a severe disruption to the learning environment and educational setting for students and their families.</p> <p>46-5.3. The BOARD and UNION jointly declare that the buildings and grounds of CPS Schools are</p>
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		<p>sanctuary spaces for all students, parents, administrators, bargaining unit members, and community members and jointly commit to defend the right to a free and safe learning environment.</p> <p>46-5.4. Students and families trust CPS to maintain their safety and the integrity of their family units. To foster this continued trust, School personnel shall not inquire about or record a student's or a family member's immigration status and, pursuant to the Family Education Rights and Privacy Act ("FERPA"), shall not disclose, without parental consent, the immigration status of any student or other personally identifiable information. The BOARD recognizes the trust families place in them and shall not voluntarily divulge information to immigration agents to the fullest extent possible under the law.</p> <p>46-5.5. CPS and its staff have the right to be the first line of protection for students and families against unwarranted and detrimental immigration and enforcement actions. Upon request by ICE agents to enter CPS school grounds, CPS administration shall verify the immigration agent's credentials, ask the agent why the agent is requesting access, and ask to see a warrant signed by a federal or state Judge.</p> <p>46-5.6. Immigration agents seeking entry to the school or its grounds shall be asked to provide written authority from ICE instructing them to enter CPS property and for what purpose as well as a warrant signed by a federal or state Judge.</p> <p>46-5.7. In the spirit of this commitment to a sanctuary school zone, absent exigent circumstances and/or a duly signed federal or state warrant and written authority from ICE supervisors, agents of ICE shall not be permitted access to CPS grounds or any records contained therein, nor shall the BOARD otherwise release to any third parties, other than the UNION, any information pertaining to immigration status except with the employee's written consent or as required by law.</p>
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		<p>46-5.8. In the interest of ensuring the success of the commitments made in this article, the BOARD and UNION shall meet to develop a training program for staff on how to appropriately respond to ICE agents should they request entrance to the school facilities or grounds as well as proactive steps to aid students and families in obtaining legal or other assistance with immigration enforcement actions.</p> <p>46-5.9. CPS Employees shall not face any BOARD discipline for following the policies contained in this Article</p> <p>46-5.10. The provisions contained within this article shall in no way prohibit the BOARD from honoring and complying with a duly authorized warrant and in no way shall obligate the Employer or any of its agents to violate any State or Federal statutes.</p> <p><u>NEW 46-6. SANCTUARY EMPLOYER</u></p> <p>46-6.1. On September 5, 2017, the Department of Homeland Security announced the end to the Deferred Action for Childhood Arrivals (DACA) policy. The DACA policy provided work authorization documents to nearly 800,000 young people who came to the United States as children. The Employer ("Employer") 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 Employer, the Employer and the UNION agree to the following:</p> <p>46-6.2. The Employer reaffirms its commitment to equal opportunity in the workplace and shall not discriminate on the basis of race, creed, color, age, sex, national origin, marital status, veteran status, disability, sexual orientation, gender identity or expression, civil union status, domestic partnership status, parental status, immigration status, eligibility for rehire within the Chicago Public Schools, genetic information,</p>
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		<p>refusal to submit to a genetic test or make available the results of a genetic test.</p> <p>46-6.3.. The Employer shall not inquire about or demand proof of immigration or citizenship status, except as required by law.</p> <p>46-6.4. Upon written request, the Employer should provide for legal consultation or resources for any employee who has received a work authorization document under DACA (“affected employee”) in order to determine the extent to which said employee’s work status will be affected by the termination of DACA and whether said employee may be eligible for any employment-based immigrant or non-immigrant visas. Upon request by the UNION or an affected employee, the Employer shall make all reasonable efforts to sponsor an affected employee for any employment-based immigrant or non-immigrant visas for which they are eligible. Nothing in this Agreement shall prevent the employer from providing financial assistance to the affected employee.</p> <p>46-6.5. Upon written request, an affected employee shall be released for up to ten (10) unpaid working days in order to attend to immigration or citizenship status matters. The Employer may request verification of such absence, as long as such a request does not violate paragraphs (1) and (2).</p> <p>46-6.6. In the event that the Employer is no longer permitted to employ an affected employee, the Employer agrees to treat the affected employee’s separation as a leave of absence for purposes of the employee’s return to work. Specifically, the Employer agrees to reinstate the affected employee to the employee’s former position, if available, without loss of prior seniority upon the employee providing proper work authorization within three (3) years of the date of separation. If the former position is not available, the Employer agrees to reinstate the employee to substantially similar employment or the next available opening for which the employee is qualified and at that</p>
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		<p>position's salary with no loss of pay.</p> <p>46-6.7. Within thirty (30) days of the signing of this Agreement, the Employer and the UNION shall send the following:</p> <ul style="list-style-type: none"> a. A joint letter to educators and support staff with resources, such as the immigrant and refugee children guide for educators and support staff. b. A joint letter to students and their families with resources, such as those listed on the weareheretostay.org. <p>46-6.9. Any dispute regarding the meaning, interpretation, or application of this section be subject to the grievance and arbitration procedure provided in the parties' collective bargaining agreement.</p> <p>NEW 46-7. Home Visits.</p> <p>The BOARD shall establish a Parent/Family/Educator Home Visit program to build a stronger partnership between educators and parents, to promote Chicago Public Schools, and to work with parents to eliminate racial predictability of student outcomes. Educators shall be used to refer to all CTU members whose primary work is with students in schools (from teachers to counselors to librarians to PSRPs to clinicians, etc). The program shall have the following elements:</p> <p>1. Educator participation in Parent/Family/Educator Home Visits requires the following commitments:</p> <ul style="list-style-type: none"> a. Attendance at four (4) hour Parent/Family/Educator Home Visit training; b. For the first year an educator participates: completing at least one (1) visit with a minimum of 3 families; c. For all additional years an educator participates: completing at least one (1) visit with a minimum of 8 families;
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		<p>d. Attendance at fall and spring debrief session;</p> <p>e. Document visits on project visit tracker;</p> <p>f. An agreement to conduct visits that follow the model outlined in the training:</p> <p>g. voluntary for educators and parents/family</p> <p>h. conducted in pairs</p> <p>i. not solely targeting a particular group of students</p> <p>j. relation-based, focused on the hopes and dreams of the family</p> <p>k. The Parent/Family/Educator Home Visit Joint Committee shall include the project's local training/leadership team and meet at least in the fall and spring for the purpose of evaluation and leveraging home visiting work to promote common parent engagement goals. The Committee shall identify schools interested in participating, oversee implementation, and assess the outcomes of the program.</p> <p>2. Compensation. Educators who participate in Parent/Family/Educator shall be paid an additional \$50 stipend for each home visit conducted by the educator. Payment of the stipends shall be made after the fall and spring Joint Committee sessions.</p> <p>The BOARD shall establish a fund for stipends of at least \$500,000 for each school year. No one educator may earn in excess of \$3,000 in visit stipends during each school year.</p> <p>NEW 46-8. Police in Schools.</p> <p>1) The BOARD and UNION shall end any cooperation and sharing information via written reports or documentation, CPS data systems like ASPEN and any other systems, with the Chicago Police Department, Immigration Customs Enforcement (ICE) beyond what is required by federal laws. The city shall also agree to phase out the gang-database.</p>
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		<p>2) In schools where the number of police officers exceeds one (1), principals shall reduce the number of police to one and fill the reduced police positions with support staff such as clinicians, nurses, social workers, counselors and/or restorative justice coordinator(s). Schools can opt to divert money that would have been spent on police officer(s) into mental health supports.</p> <p>46-8.1 School Security. All school security officers shall be trained in Restorative Justice practices.</p> <p>46-8.2 Background checks. Any background checks performed by the BOARD shall be timely, non-punitive, and professional.</p> <p>NEW 46-9 Boundary Changes.</p> <p>The BOARD shall institute a democratic process, involving members, parents, and community members, before making boundary changes to schools. The alderman shall not have the ability to block decisions made through this process.</p> <p>NEW 46-10 Charter & Other School Closings.</p> <p>The district shall establish a process by which any school serving students of the district may continue operating as an attendance center managed by the Chicago Public Schools in the event that the school is closed, the contract for the school is terminated, or the organization managing the schools through an agreement with the district enters bankruptcy or is dissolved. A committee consisting of members of the Board and the Union shall determine the terms of the process.</p>
STAFFING	THE BOARD CONTENDS THAT THE FACT-FINDER DOES NOT HAVE JURISDICTION OVER THIS MATTER PURSUANT TO SECTION 4.5	<p>In addition to the staffing demands incorporated into the proposals described elsewhere in this brief, the Union has proposed that a full-time librarian be assigned to every school, a restorative justice coordinator be assigned to every school, and specific increased staffing levels of bilingual teachers, physical education teachers, music</p>

		teachers, world language teachers, and technology teachers.
CLASS SIZE	<p>THE BOARD CONTENDS THAT THE FACT-FINDER DOES NOT HAVE JURISDICTION OVER THIS MATTER PURSUANT TO SECTION 4.5</p>	<p>Article 28 Class Size</p> <p>28-1. BOARD Policy. Suggested modification below.</p> <p><u>28-1. I Elementary Schools and Vocational Guidance Centers</u></p> <p>A. Staffing:</p> <p style="padding-left: 40px;">28 20 at the kindergarten level</p> <p style="padding-left: 40px;">28 24 at the primary level</p> <p style="padding-left: 40px;">31 28 at the intermediate level and upper grade level</p> <p>B. Organization</p> <p>1. Elementary Schools with Space Available</p> <p>In those elementary schools in which space is available, the maximum number of students in classes will shall generally be as follows:</p> <p style="padding-left: 40px;">27-29 18-20 in kindergarten classes</p> <p style="padding-left: 40px;">27-29 22-24 in primary grade classes</p> <p style="padding-left: 40px;">30-32 26-28 in intermediate classes and upper grade classes</p> <p style="color: red;">In schools with limited space, all efforts shall be made to maintain the classroom sizes at the above levels. Where they must exceed these maximums, teaching assistants shall be assigned for entirety of instructional day.</p> <p><u>28-1 II High School Staffing and Organization, A</u></p> <p>A. The maximum number of students in the classes indicated below will generally shall be as follows:</p> <p>English (regular, honors and advanced placement)28</p> <p>English (essential or basic)..... 25</p> <p>Mathematics (regular, honors and advanced placement).....28</p> <p>Mathematics (remedial).....25</p> <p>Foreign Language.....28</p> <p>Social Studies.....28</p> <p>Business</p> <p>Education.....28</p>

		<p>General Science–Science Laboratory.....258</p> <p>Home Economics–Non Laboratory.....28</p> <p>Bilingual Education.....25</p> <p>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 shall be 25 students.</p> <p><u>28-1 II High School Staffing and Organization, B</u></p> <p>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.</p> <p>Art 34 28</p> <p>Drama 28</p> <p>General Music 34 28</p> <p>Physical Education 40 28</p> <p>The BOARD shall hire a sufficient number of full-time physical education, art, music, world language, library, and technology teachers such that students in every school in the district receive instruction in those subjects in classes with no more than 28 students.</p> <p>28-2. Enforcement of BOARD Policy on Class Size. No suggested modification.</p> <p>28-3. Class Size Monitoring Process. Strike existing language and replace with the following:</p> <p><u>NEW 28-3.1.</u> All teachers with classes above the class size limits of this Article shall be paid \$5.00 per student per day for every student above said limits.</p> <p><u>NEW 28-3.2.</u> The BOARD shall provide class size data, including cluster placements, to the UNION by the 10th day of the school year.</p>
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		<p>NEW 28-3.3. Teachers assistants staffed pursuant to Article 28-4 shall be placed in classrooms no later than the end of September of each year. Such teacher assistants shall not be assigned to work in classrooms other than the oversized ones to which they were staffed.</p> <p>28.4 Support for Over-Enrolled K to 23 Classes. Effective second semester school year 2016-17 and each school year thereafter, a teacher assistant or instructor assistant will shall be assigned to kindergarten, first grade, second grade, or third grade classrooms that have 32-24 or more students enrolled on 10th day. The teacher assistant or instructor assistant shall assist in core all instruction. and may be shared with more than one classroom, provided the assistant is present for all instruction. The BOARD will shall implement this provision for the second semester of the 2016-17 school year and continue to do so after the 10th day at the beginning of every school year thereafter. Where mixed-grade classrooms containing Kindergarten, First, Second and/or third grade students are deemed necessary, a teaching assistant shall be assigned during all instruction.</p> <p>The BOARD shall provide \$624 million each Fiscal Year to fund the costs associated with providing the teacher assistant. The BOARD shall provide an additional \$14 million each Fiscal Year, which may be utilized for assistants or other means to reduce class size in those classrooms. Any funds left unused in a given fiscal year shall roll over and be added onto the next fiscal year's allotment under this Article.</p>
SCHOOL CLOSINGS	THE BOARD CONTENDS THAT THE FACT-FINDER DOES NOT HAVE JURISDICTION OVER THIS MATTER PURSUANT TO SECTION 4.5	<p>SIDE LETTER ON SCHOOL CLOSINGS MORATORIUM</p> <p>The BOARD shall observe a moratorium on all district, contract and charter school closings, consolidations, phase outs, turnarounds, and reconstitutions through June 30, 2029.</p>

VI. STATEMENT OF FACTS

A. Introduction

The parties involved in the instant Fact-Finding are the Chicago Board of Education (the “Board” or “CPS”) and the Chicago Teachers Union, Local 1, American Federation of Teachers, AFL-CIO (the “CTU” or the “Union”). The parties’ previous collective bargaining agreement was in effect from July 1, 2015 through June 30, 2019. The instant Fact-Finding concerns the Collective Bargaining Agreement (the “Contract”) that will succeed the contract that expired on June 30, 2019. This Fact-Finding is governed by a tripartite Fact-Finding Panel (the “Panel”) consisting of Neutral Chair Fact-Finder Steven Bierig, Employer Representative Paul Ciastko and Union Representative Robert Bloch. (Jt. Ex. 1)

B. The Parties to the Dispute

The Board is statutorily charged with the governance, maintenance and financial oversight of the Chicago Public School System. The Board is organized under and operates pursuant to Article 34 of the Illinois School Code and is an "educational employer" under Section 2(a) of the Illinois Educational Labor Relations Act (the “IELRA” or the “Act” or the “Statute”). The Board is composed of seven members appointed by the Mayor of the City of Chicago. CPS is the third largest school district in the nation, serving approximately 361,000 students over 644 schools.

The Union is a labor organization subject to Section 2(c) of the IELRA and is the historical exclusive bargaining representative of approximately 23,000 Teachers and PSRPs, or Paraprofessionals and School-Related Personnel. The CTU is the largest Teachers' Union in Illinois.

The student population of the Chicago Public Schools consists of approximately 37% African-American, 47% Latino, and 11% Caucasian students. Approximately 77% of CPS students come from families who are considered low income and are eligible for free or reduced lunch services. Approximately 5% of CPS students are transitory or homeless.

Over the last several years, CPS has made significant improvements in student performance. The Northwest Evaluation Association Measure of Academic Progress ("NWEA MAP") is CPS' primary assessment measure for students in Grades 2 through 8. The percentage of elementary school students' reading and math scores at or above the national average has increased every year since 2013. In 2018, 89.5% of high school freshmen were on track to graduate, an increase from the 69% of freshmen in 2011. Dropout rates were cut by more than 50% in six years, from 39.8% in 2011 to 18.6% 2017. Graduation rates have also increased in recent years; the 5-year graduation rate in 2017-2018 was approximately 79%. A study from Stanford University found that Chicago students were improving faster than students in any other major school district in the country.

C. The Relevant Statute

The instant Fact-Finding procedures are governed by Section 12(a-10) of the IELRA, 115 ILCS 5/12 (a-10). These procedures were established by Senate Bill 7, Public Acts 97-007 and 97-008, which took effect on June 13, 2011 and apply only to CPS, and no other school district in Illinois. The procedures outlined in the Act include mandatory mediation and mandatory Fact-Finding in the event that no collective bargaining agreement is initially reached by the parties through bargaining.

The Act sets forth a number of factors that the Fact-Finder may consider in determining his/her Recommendation. Each of these factors is relevant, although no one factor is determinative. A Fact-Finder has discretion to rely on some factors, as applicable, more heavily than others where the Fact-Finder deems appropriate. The Act does not rank the factors in any order of importance. In *City of Decatur and International Association of Firefighters, Local 505*, S-MA-29 (Eglit 1986), an Interest Arbitration, Arbitrator Eglit observed that the importance of each statutory factor is not ranked: "... moreover, the statute makes no effort to rank these factors in terms of their significance, and so it is for the panel to make the determination as to which factors bear most heavily in this particular dispute." Thus, some of

the statutory factors may be deemed more significant than others, depending upon the issues and the evidence presented. While the above-cited case is an Interest Arbitration, and not an IELRA Fact-Finding procedure, I find that the concept of allowing a Fact-Finder to determine a statutory factor’s weight based upon the specific circumstances of the case is equally appropriate to Fact-Finding.

I also note that under the Act, the Fact-Finder is not obligated to recommend the “last best offer” of either party, but may recommend an option that, in the opinion of the Fact-Finder, most closely comports with the applicable factors prescribed by the IELRA. Thus, in the instant Fact-Finding, I am free to recommend what I believe to be the appropriate Contract provisions, based on the relevant statutory factors.

D. The Relevant Issues

I note that as of June 6, 2019, the parties submitted a list of 21 disputed issues for Fact-Finding. I note that while the Union has prepared proposals for all 21 items, the Board has indicated that only five items are properly to be reviewed by the Fact-Finder. As to the remaining 16 items, the Board has taken the position that eight should be remanded to the parties for further bargaining, and the other eight items are outside the scope of my jurisdiction under the Act. The parties’ positions are summarized below:

ISSUES	BOARD POSITION	UNION POSITION
HEALTH CARE SALARIES TEACHER EVALUATION TEACHER PREPARATION TIME TERM OF AGREEMENT	PROPOSALS SUBMITTED	PROPOSALS SUBMITTED
CAREER AND TECHNICAL EDUCATION PAID TIME OFF PAPERWORK, LESSON PLANS AND TESTING SANCTUARY SCHOOLS SPORTS SUBSTITUTE TEACHERS SUSTAINABLE COMMUNITY SCHOOLS TEACHER SUPPLY MONEY	THE BOARD WISHES FOR THESE MATTERS TO BE REMANDED FOR FURTHER NEGOTIATIONS	PROPOSALS SUBMITTED

AFFORDABLE HOUSING CLASS SIZE CLINICIANS AND COUNSELORS EARLY CHILDHOOD EDUCATION PSRP ISSUES SCHOOL CLOSINGS SPECIAL EDUCATION STAFFING	THE BOARD CONTENDS THAT THESE MATTERS ARE OUTSIDE THE JURISDICTION OF THE FACT-FINDER	PROPOSALS SUBMITTED
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E. The Board's Position Regarding the Current Fiscal Situation

Prior to Fiscal Year 2018 ("FY18")², CPS was on the brink of insolvency. According to the Board, its financial state has improved to a limited extent. CPS has an operating budget for FY19 of \$5.98B, a capital budget of \$989M and a total outstanding debt of \$8.4B. The operating budget includes \$3B in salaries and benefits, and \$809M in Teacher pension contributions. Salaries and benefits of CPS' 37,000 full-time employees are paid for by 67% of the operating budget. The remaining 33% of the operating budget is used for facilities management, the Safe Passage Program, tuition payments to charter schools and private therapeutic schools, food, utilities, instructional supplies, equipment, software, student transportation, and building repair. (Er. Ex. 1)

The CPS Fund Balance and Management Policy establishes a funding standard for the General Fund, as well as other funds. The Policy provides for the maintenance of adequate fund balances to provide sufficient cash flow for daily financial needs, to offset economic downturns or revenue shortfalls, to provide funds for unforeseen expenditures related to emergencies, and to secure and maintain strong credit ratings. The fund balance target for the General Fund is between 5% and 10% of the total operating and debt service budgets. The Government Finance Officers Association ("GFOA") recommends a general fund balance of not less than 10% of general fund operating revenues. The Illinois State Board of Education recommends a fund level to revenue ratio of between 10% and 25%. For FY19, CPS' fund balance target

² The same reference applies to Fiscal Years 2017, 2018, 2019 and 2020.

for the General Fund is 5%, equal to \$329.5M. CPS ended FY18 with a positive fund balance in its operating fund for the first time in several years and is projected to do so again in FY19. The General Fund balance for FY18 was \$324M and is projected to be the same for FY19. The improvement in CPS' financial stability is due to increased state funding for educational purposes, earmarks for pension contributions, streamlined operational costs, one-time financing strategies that shifted resources to the classroom, and additional revenues from Tax Increment Financing ("TIF") funds. (Er. Ex. 1-3)

The Board contends that in spite of its improved financial condition, CPS remains in an overall negative cash position and must borrow on a short-term basis to meet its day-to-day obligations. The Board stresses that three of the four bond rating agencies currently rate CPS General Obligation Bonds as below investment grade. (Er. Ex. 1)

Of the total CPS operating revenues, 55% originate from local sources including property taxes, personal property replacement taxes and TIF surplus. CPS is subject to the Property Tax Extension Limitation Law ("PTELL"), which caps increases to the Property Tax Education Levy at the rate of inflation, which was 2.1% in FY19. CPS has no independent legal authority to unilaterally increase taxes beyond the maximum amount allowed under PTELL. (Er. Ex. 1, 4)

Property Tax revenue is primarily disbursed in March and August of each year. The timing of this revenue flow causes cash flow pressures throughout the year, and short-term Tax Anticipation Notes ("TANS") have been used to finance the cash flow needs of the Board. In 2018, CPS borrowed \$1.5B against FY19 Property Tax revenues to cover cash flow shortfalls. These short-term loans result in short-term interest costs. (Er. Ex. 1)

Funds from the State account for 31% of the operating budget. Most of the state funding is a result of the Evidence-Based Funding Formula ("EBF"). In 2017, the Illinois General Assembly passed school funding reform, designed to make state funding more equitable and to direct dollars to school districts most in need. Under EBF, districts are separated into four tiers, based on the percentage of an

Adequacy Target that a school district is able to fulfill. Adequacy Targets are determined by how much it would cost to provide each student in Illinois with core investments, and weight is added based on whether the student is low-income, an English Learner, or requires special education interventions. (Er. Ex. 1)

EBF considers a Regionalization Factor to adjust for regional variations in employee salaries. Tier 1 school districts receive the majority of funding, pursuant to EBF. CPS has been considered a Tier 1 school district for the first two years of the existence of the Formula and anticipates being so designated for FY20. The Board contends that even with EBF funds, it remains underfunded. (Er. Ex. 1)

In FY17 and FY18, CPS received an increase of nearly \$900M from additional state funding and the implementation of a new Property Tax levy dedicated to Teacher pensions. The increased revenues allowed CPS to go from a negative \$275M fund balance in FY17 to a positive fund balance in FY18. CPS is projected to end FY19 with no operating surplus, a fund balance of \$324M and a net negative cash balance of \$115M. (Er. Ex. 1)

The Board contends that EBF legislation has addressed some pension inequities by requiring the state to pay the normal cost of CPS' annual pension contribution. While the state now provides funding to cover these normal pension costs, local resources must still cover the unfunded liability and the remainder of the required employer contribution. In FY19, CPS paid \$809M in Teacher pension contributions. The Board states that for FY20, CPS will be required to pay \$855M in pension contributions, with only \$257M of those dollars coming from the State. (Er. Ex. 1)

Because CPS also carries \$8.4B in long-term debt and \$1.5B in short-term debt, the debt service in FY19 required \$607M to pay interest and principal. For FY20, the debt service on long-term and short-term debt is projected to be \$764M and \$12M respectively. CPS anticipates that its FY20 budget will have a deficit of \$141M. The Board contends that while it is clear that CPS is on a better financial footing than

it was a few years ago, it does not have a surplus of revenue to pay for the CTU's proposed increase in wages.

F. The Union's Position Regarding the Current Fiscal Situation

The Union contends that when the State enacted EBF in 2017, it resolved CPS' structural deficit and increased the level of State funding for CPS. Low-income school districts such as CPS receive a significant share of available State funds until it is determined that they are on the same financial footing as wealthier districts.

The EBF model weighs a series of 27 factors to calculate a school district's adequacy to raise the base funding level for the education of its students. As the State appropriates new funds for education, they are sent first to the districts with the most need. The law establishes four tiers of school districts; Tier 1 refers to districts meeting the lowest percentage of their Adequacy Target under the Formula and therefore receiving the highest percentage of funds. The Union contends that CPS has been, and will be for the foreseeable future, a Tier 1 district that receives the largest proportion of State funding.

By providing increased funding, the new Formula, allows CPS more resources for Teacher compensation and improved learning and working conditions for all relevant stakeholders. EBF provides significant State assistance to CPS in making pension contributions to the Chicago Teachers' Pension Fund ("CTPF"). EBF shifts the normal cost of the CTPF from CPS to the State; however, the current unfunded liability remains with CPS. Because CPS is still required to make up for the underfunding to CTPF, EBF includes a specific correction for CPS. According to EBF, the amount that CPS pays towards its underfunded liability is not calculated into its Local Capacity Target. This calculation ensures that CPS will continue to receive additional need-based funding from the State in future years.

EBF has allowed CPS to reap an increase in annual revenues, which now exceeds \$1B since 2016, representing a 20% increase to its annual budget. In FY17, CPS obtained \$454M in new revenues. In FY18,

EBF increased the revenues CPS received by another \$444M. In addition, CPS received additional funds in FY18 in the amount of \$440M through a new tax levy, a new equity grant, GSA hold harmless funds and an increase in the Early Childhood Education Grant. CPS has also received additional revenue increases since 2018. These include TIF Funding in the amount of \$9.3M in 2018 and \$21.3M in 2019. EBF funding increased by \$65M in 2018-2019, and early childhood funding increased by another \$19M in 2019. Further, Property Tax revenues received by CPS increased by \$90M and the Personal Property Replacement Tax increased by \$36M.

The Union contends that based on these significant increases in CPS funding, from EBF and other sources, the Board is certainly capable of paying for the increases that the Union has sought.

VII. THE ISSUES OF THE PARTIES

A. Wages

The parties have made the following final Wage proposals:

UNION PROPOSAL	
2019-2020	5.00%
2020-2021	5.00%
2021-2022	5.00%
2022-2023	No Offer
2023-2024	No Offer
Total	15.00% (3 yrs.)

BOARD PROPOSAL	
2019-2020	2.50%
2020-2021	2.50%
2021-2022	2.50%
2022-2023	3.00%
2023-2024	3.50%
Total	14.00% (5 yrs.)

1. The Union

The Union considers its Wage proposal that provides for 15% over three years to be fair and appropriate. Since 2011, following years of annual 4% COLAs, the average annual Bargaining Unit member COLA has been only 1.44%, well below the rate of inflation. The Union contends that the cost of living in Chicago has increased dramatically, and salaries for Teachers in other large, unionized, urban school

districts have also significantly increased. Further, the Union stresses that it is uncontested that the Board's funding dramatically improved in 2017 because of the EBF legislation. The Board has had revenue increases now totaling over \$1B since the parties negotiated their 2015-19 contract.

Between 2003 and 2011, Bargaining Unit members uniformly received 4% COLAs every school year. However, since 2011 the COLAs have been as follows:

2011-12:	0.0%
2012-13:	3.0%
2013-14:	2.0%
2014-15:	2.0%
2015-16:	0.0%
2016-17:	0.0%
2017-18:	2.0%
2018-19:	2.5%

The Union contends that while the CPS budget has increased across those years and is projected to increase further, the proportion of its budget directed to Teachers and educational support personnel has declined. The Board spends an increasing portion of its budget on privatization and debt service. As of FY19, CPS is on a strong financial footing. The Union contends that the Board is certainly able to substantially increase pay to Teachers and PSRPs, who are overdue for significant raises.

The Union has proposed a 5% COLA for each year of the 3-year Contract. The financial difficulties that CPS underwent prior to the 2015-2019 contract no longer exist. CPS has received a billion dollar cash infusion pursuant to EBF, substantial pension relief, and a commitment of future increased funding from various sources. Thus, it is clear that the Board now has sufficient funding to accept the Union's reasonable proposal.

Prior bargaining history is a relevant statutory criterion to be considered by the Fact-Finder. For the past two decades, there has been a proportional correlation between CPS' revenue growth and COLA raises. Between 2004 and 2011, when CPS revenue increases exceeded 5% annually in six of the eight years, the parties agreed to annual COLAs of 4% for eight consecutive years.

However, between 2012 and 2019, the average CPS annual revenue increase has been approximately 2.3%. Conversely, during the same period, the average COLA received by Bargaining Unit members has been only 1.44%. The Union contends that it is now time for CPS to correct these past shortages. CPS can expect to see annual revenue increases between 4.5% and 5.7% from 2019- 2020 to 2021-2022. The parties' history requires that the terms of the new Contract make up for the past disparity.

Another relevant factor for this Fact-Finder to consider is the comparison of the ten largest school districts nationwide. The Union contends that Phoenix, San Antonio, Dallas, and Houston have no statutory collective bargaining rights and thus, should not be included. Teachers in the six largest unionized school districts have seen an overall average increase of 19% to starting salaries between School Years 2010-2011 and 2018-2019. Conversely, Chicago has seen only a 12% increase to starting salaries in the same time period, ranking second to last. Since 2010-2011, Teachers with a Bachelor's degree in the 10 largest U.S. cities have received average raises to starting salary of just under 20%. Over that same time period, the starting salary for a comparable CPS Teacher has increased only 12%.

Further, when compared to the other districts for Teachers with a Master's degree, the result is similar. Since 2011, the national average raise for Teachers with a Master's degree and 10 years of experience in cities with collective bargaining rights was 17%, while CPS' raises were only 9%. Since 2011, the average raise to the highest available salary for Teachers with a Master's degree among U.S. cities was 18% and Chicago was only 14%.

The Act also directs the Fact-Finder to consider average consumer prices in urban areas, commonly known as the CPI-U. From 2011 to 2018, the CPI has risen a compounded 14.6%, while Bargaining Unit members have received COLAs that have only amounted to a compounded 12%.

The Union argues that the largest single expense for its members is the cost of housing. Between 2011 and 2018, the CPI-U for shelter in the Chicago area has risen 19.2% compounded, which is 7.2% more than the COLAs that Bargaining Unit employees received. Bargaining Unit members are required to live

within the city limits of Chicago; it is incumbent upon the Board to pay its Teachers and PSRPs a wage that allows them the affordability to live in Chicago.

CPS drastically underpays its PSRPs. In 2017, the federal government standard mandated that the eligibility for free school lunch was a maximum annual income of \$31,980 for a family of four. Nearly one quarter of all PSRPs earned less than that amount during the 2017-18 School Year. Approximately two-thirds of all PSRPs earned less than \$45,510 per year, which qualifies a family of four for a reduced price school lunch.

Therefore, based on all the above-mentioned factors, the Union requests that its Wage proposal be implemented.

2. The Board

The Board urges the Fact-Finder to recommend the Board's Wage offer because it is supported by the statutory factors. First, CPS Teachers have received very generous increases over the last two contracts that amounted to twice the rate of CPI. By combining base and step increases, since 2012, Teachers received an average annual salary increase of 3.4%. By comparison, the average CPI from 2012 to 2019 was 1.5% and the CPI in Chicago has averaged 1.2%. Thus, average salary increases were more than double the cost of living. For example, a new Teacher hired in 2012 by CPS in Lane 1 experienced a salary increase from \$47,268 to \$66,237 in 2019, a 40% increase over the eight years, and an annual average increase of 4.97%. (Er. Ex. 4, 12)

Further, Teachers also saw higher wage growth during this 8-year period than the average private industry worker in Chicago, whose average wage growth was 2.15%. Even those Teachers at the top step of the salary schedule who did not receive a step increase received an average annual salary increase of 13% since 2012. (Er. Ex. 13)

Further, many Teachers' wages also increased due to Lane movement. Approximately 75% of Teachers are currently in Lanes 2 through 6 and have received at least one Lane increase and as many as five. A new Teacher hired with a Bachelor's degree in 2012 who obtained a Master's degree and moved to Lane 2 in 2016 saw his/her salary increase from \$48,686 in 2012 to \$67,178 in 2019, an increase of 38%. (Jt. Ex. 1; Er. Ex. 12, 14)

Regarding PSRPs, since 2012, wages have increased by 24.2%, or an average annual rate of 3.0%. This is double the average CPI for that same period of 1.5% and more than double the average Chicago CPI of 1.2%. PSRP salaries have exceeded those of employees in comparable districts. CPS' PSRP starting salary at \$30,296 exceeds the starting salary of all ten of the comparable districts. (Jt. Ex. 1; Er. Ex. 4, 15, 18)

Section 12(a-10)(4)(F) establishes an analysis to determine the Board's ability to fund its proposals, which must be based on existing available resources and not speculative resources. Funding cannot be based upon non-existing sources such as lines of credit or potential new or increased sources of revenue. The Board contends that its offer is the maximum proposal that is consistent with this requirement. CPS' financial situation changed positively with the passing of the new EBF Formula in 2017, but CPS still faces a pension funding crisis that is years away from resolving. The projected deficit that CPS faces in 2020 already includes a 2.5% wage increase for CTU members. Anything beyond 2.5% would further expand the inability of CPS to achieve a balanced budget in FY20. The Board's offer is based on its total available revenue, and therefore is the maximum wage increase allowed, pursuant to the Act. (Er. Ex. 1)

The review of comparable cities also supports the Board's position. CPS' starting salary for Teachers with a Bachelor's degree places Bargaining Unit members in the middle of the ten districts and CPS Teachers gain significant ground as they advance through the salary schedule. CPS' base increases have remained consistent with its comparables. CPS' increase of 2.5% in School Year 2018-2019 exceeded

all other districts except Los Angeles, which provided a 3% increase. Despite its financial difficulties, CPS' current proposal maintains its position among comparables. The Board's competitive Wage proposal falls within the Board's budgetary parameters and should be recommended. (Jt. Ex. 1; Er. Ex. 16)

The Board's proposed base increase in each year of the proposed contract exceeds the cost of living as predicted by the forecasters at the Federal Reserve Bank of Philadelphia, which is an average of 2.1% for 2019 through 2023. The Board notes that a review of only its proposed COLAs, without considering Steps and Lanes, exceeds this amount. When average Step increases of 2.9% are added, the increase is even greater. As noted in examples above, a new Teacher will receive a 33% increase in earnings over the 5-year Contract, well above the forecasted CPI.

The Board contends that the Fact-Finder must reject the Union's proposals. First, CPS cannot fund these proposals based on existing available resources. CPS is in the process of developing its balanced budget for FY20, which assumes a 2.5% annual increase in labor costs. Due to wage increases, pension payments, debt service increases for capital improvements in CPS facilities, programmatic investments and school funding, CPS is still determining how to fill its projected \$141M shortfall for FY20. It will be able to do so, but the Board cannot sustain greater salary costs than it has proposed. (Er. Ex. 1)

The Union's proposal would deplete most of the general fund reserves, which are already below the recommended target funding level. While the Union maintains that CPS has resolved its fiscal crisis, the evidence does not support the Union's position. In FY17, CPS had a \$149M operating deficit, a negative \$275M general fund balance and a negative \$1B net cash balance. CPS is projected to end FY19 with a \$0 operating surplus, a \$324M fund balance and a negative \$115M net cash balance. While its financial status has clearly improved since FY17, CPS' financial status has not recovered to the extent that it has the available resources to fund the Union's proposals. (Er. Ex. 1)

The Union's proposed 5% increase to base alone, without considering the Step increase, is significantly above the forecasted CPI increase of 2.1%. Union members have received increases in excess

of the cost of living over the last two contracts. Thus, the Board contends that there is no need for a “catch-up” increase. CTU stresses that the base adjustment has been only 1.475% since 2011. The CTU chose to include the final year of the 2007 contract in its calculation, but deliberately excluded the prior three years of the contract, each of which provided for 4% base increases. The CTU’s calculations fail to account for Step increases, which the majority of Teachers received. (Er. Ex. 12, 20)

Additionally, the Board disagrees with CTU’s contention that the cost of living in Chicago since 2011 has “skyrocketed”. From 2012 to 2019, the Chicago area CPI has averaged 1.2%, compared to an average increase of 3.4% for Teachers receiving Step increases. Even without Step increases, the 1.475% base increase that CTU has calculated still exceeds the cost of living over that same time period.

Last, CPS’ ability to pursue its educational mission will be severely diminished if required to pay the Union’s proposed increases. The Board’s commitments to increase staffing, expand community schools, reduce class size, and implement an early childhood program will not be realized if the Fact-Finder recommends the CTU’s salary proposals. These initiatives cannot occur with 5% base salary increases. Directing that money instead to larger salary increases is contrary to the statutory directives to consider the interests and welfare of the students and families, and the ability of CPS to pursue its educational mission. (Er. Ex. 1)

Therefore, for all of the reasons mentioned above, the Board’s Wage proposal should be recommended.

B. Health Care

	BOARD PROPOSAL	UNION PROPOSAL
HEALTH CARE	INCREASE IN CONTRIBUTION RATES	
	2019-2020 0%	1. The BOARD shall reduce premiums, prescription costs, and other costs to levels in place prior to January 1, 2019 without any reduction in benefits. The BOARD shall not raise medical premiums, copays, prescription costs, mental health costs or other costs for the term of the Agreement.
	2020-2021 0%	2. The BOARD shall expand health care plan options at the recommendation of the UNION's representatives on the LMCC.
	2021-2022 .50%	3. The BOARD shall reduce the emergency room copay on all plans.
	2022-2023 .50%	4. The BOARD shall include free vision coverage for whole family in all plans.
	2023-2024 .50%	5. The BOARD shall provide additional options for free dental coverage.
		7. All health care plans shall be reviewed to ensure that coverage applies equally and appropriately for any and all LGBTQIAA+ members and their families.
		8. The BOARD shall negotiate to reduce all member-paid fees and rates associated with 403(b) plans by not less than 50% from 2018 levels.
	LMCC program. The LMCC shall meet to discuss alternatives to the contribution increase through savings, and if any savings are achieved, the 0.8 percent contribution increase will be offset to the same extent.	
	Wellness premium differential. The Wellness program differential shall be eliminated effective January 1, 2017.	

The salary cap on which contributions must be made will increase from \$90,000 to \$130,000 incrementally over the last three years of the 5-year contract.

1. The Union

The Union's Health Care proposal consists of the following:

- The Board shall maintain current level of benefits.
- The Board shall reduce premiums, prescription costs, and other healthcare costs to levels in place prior to January 1, 2019.
- The Board shall not raise premiums, copays, prescription costs, mental health care costs, or other costs for the term of the Contract.

- The Board shall expand health care plan options at the recommendation of the Labor Management Cooperation Committee (“LMCC”).
- The Board shall reduce the emergency room copay on all plans.
- The Board shall include free family vision coverage in all plans.
- The Board shall provide additional options for free dental coverage.
- All health plans shall be reviewed to ensure that coverage applies equally to LGBTQIAA+ members and their families.
- The Board shall negotiate to reduce all member-paid fees associated with 403(b) plans by not less than 50% from 2018 levels.

The Union contends that under the 2015-2019 contract, health insurance costs increased significantly. During the negotiations leading to that contract, the Board asserted that it was necessary to pass on these costs to employees because of the Board’s tenuous financial situation at the time. The Union argues that the Board is now in a strong fiscal position and there is no need to impose an increased burden upon employees regarding health care costs.

The 2015-2019 contract also provided that employee premiums would increase by 0.8% of salary on January 1, 2019, but then would be reduced commensurate to any health care cost savings achieved by the LMCC. On January 1, 2019, the Board implemented the 0.8% increase despite the fact that the LMCC had secured significant health care savings. The Union has grieved the increase, and the dispute is now scheduled for Arbitration in September 2019.

The Union asks that its proposal be adopted.

2. The Board

The Board contends that increases in the cost of health insurance presents significant challenges. In FY19, CPS anticipates that it will spend \$348M on health care costs and for FY20, projects that it will

spend \$368M. The Board projects that health costs will increase by 6% annually over the next five years.

(Er. Ex. 21)

In spite of these increasing costs, the Board proposes to maintain the current plan for the five years of its proposed Contract, without increases to co-pays, deductibles, plan choices or out-of-pocket costs. The Board proposes increasing employee contribution rates by a modest 0.5% for each of the last three years of its proposed 5-year Contract.

The Board contends that these increases will minimally impact employees. The individual impact for an employee is only 1.5% over five years; the Board stresses that 50% of Teachers will receive salary increases of at least 30% and 70% of Teachers will receive salary increases of at least 25% over the same time period. (Er. Ex. 5)

The Board also proposes an increase in the salary cap on employee contributions. Currently, the employee contribution is capped at a salary of \$90,000. The Board proposes to raise the salary cap from \$90,000 to \$130,000, incrementally over the last three years of the 5-year Contract. The Board contends that it is fair that all employees equally contribute to health care costs and that employees who earn more should pay more. These proposals are also consistent with agreements reached elsewhere in the City, including AFSCME and the Trades Coalition ("COUPE"). (Er. Ex. 7)

The Board contends that the CTU's proposals are unacceptable and unreasonable. They include a reduction in premiums, co-pays, deductibles, out-of-pocket costs and employee contributions while, at the same time, expanding benefits. The Union's proposal is financially untenable. Not only would these changes be very expensive, but are also contrary to basic concepts of reasonable health care cost control. The Board stresses that health insurance agreements reached in the 2015-2019 contract were agreed to by the CTU in exchange for other benefits received, including salary increases. The Union cannot now reverse the position on benefits while retaining the other gains achieved.

The Board asks that its proposal be implemented.

C. Term of Agreement

The Board has proposed that the Term of the new Contract be five years, while the Union has requested a 3-year Contract.

1. The Union

The Union proposes a 3-year Contract, from July 1, 2019 to June 30, 2022. Prior labor contracts have ranged between two and five years. In light of the following factors, the Union argues that a 3-year Contract would be appropriate:

- Both the City and the Board are in a period of significant transition.
- Legislation has passed the Illinois House of Representatives that if enacted, would establish an elected School Board.
- The Mayor has expressed support for an elected School Board.

The Union contends that in light of the above mentioned factors, logic suggests that the parties have a shorter term Contract in order to properly respond to potential changes. A longer term Contract would unnecessarily tie the hands of both the Board and the Union. The Union asks that a 3-year Contract be recommended.

2. The Board

The Board contends that none of its contract proposals is more important than the length of the prospective Contract. For the first time in over a decade, CPS is not in the midst of a fiscal crisis. For the first time in the history of CPS, a unique environment exists that consists of the combination of a new Mayor, a new Board, and CPS leaders who have advanced through the CPS system. This situation presents

a historic opportunity to make extraordinary and positive changes for the benefit of all relevant individuals including students, Teachers, support staff, families, communities and taxpayers.

However, in order for these changes to take effect, there must be a long-term Contract to formulate and implement a plan. The Board agrees that any Contract will include many of the CTU's proposals. However, it is essential that all involved can operate within the stability of a long-term Contract that permits predictability, flexibility, and the ability to modify innovative educational initiatives.

A 5-year Contract also allows for substantial increases in salaries to be affordably spread over the longer Term of five years. Half of all Teachers will receive an increase of at least 31% because of annual Step increases, and 70% of Teachers will receive an increase of at least 25%. Bargaining Unit members will have the security of knowing pay raises are locked in for five years and the 5-year Contract enables the Board to accurately project out its financial future and balance its budget. (Er. Ex. 5, 6)

The Board is cognizant that the CTU is advocating for legislation allowing for an elected School Board. The proposed legislation provides for a 21-person School Board to be elected in Spring 2023. If passed, it is logical that a Contract not expire immediately prior to campaigns for an elected School Board or immediately after an elected Board is seated. A 5-year Contract expiring in June 2024 is the only Term that is practical, appropriate and consistent with a Board elected in the Spring of 2023. Further, other City of Chicago Bargaining Units, including AFSCME and COUPE, have 5-year terms.

The Board asks that the Fact-Finder recommend a 5-year Contract.

VIII. DISCUSSION

A. Introduction

After a review of the evidence, stipulations, exhibits, testimony, Pre-Hearing Briefs and all factors set forth in the Act, the Fact-Finder recommends the following for the July 1, 2019 - June 30, 2023 Contract between the parties:

1. FACT-FINDER AFFIRMATIVE DETERMINATIONS:

SCHOOL YEAR	COLA	Change in Employee Health Contributions	Increase in Contribution Ceiling
2019-2020	3.00%	0%	None
2020-2021	3.00%	0%	None
2021-2022	3.00%	.25%	First incremental increase of employee contribution ceiling from \$90,000 to \$130,000
2022-2023	3.50%	.25%	Second incremental increase of employee contribution ceiling from \$90,000 to \$130,000
2023-2024	3.50%	.50%	Third Incremental increase of employee contribution ceiling from \$90,000 to \$130,000
TOTALS	16.00%	1.00%	As of the end of School Year 2023-2024, the employee ceiling for Health Care Contributions shall be \$130,000

2. FACT-FINDER RECOMMENDATIONS FOR FURTHER NEGOTIATIONS:

The Fact-Finder recommends that the following issues be remanded to the parties for further negotiations:

- CAREER AND TECHNICAL EDUCATION
- PAID TIME OFF
- PAPERWORK, LESSON PLANS AND TESTING
- SANCTUARY SCHOOLS
- SPORTS
- SUBSTITUTE TEACHERS
- SUSTAINABLE COMMUNITY SCHOOLS
- TEACHER EVALUATION
- TEACHER PREPARATION TIME
- TEACHER SUPPLY MONEY

3. MATTERS OUTSIDE FACT-FINDER'S JURISDICTION:

The Fact-Finder finds that the following issues are not within the jurisdiction of the Fact-Finder, pursuant to the requirements of the Illinois Educational Labor Relations Act:

- AFFORDABLE HOUSING
- CLASS SIZE
- CLINICIANS AND COUNSELORS
- EARLY CHILDHOOD EDUCATION
- PSRP ISSUES
- SCHOOL CLOSINGS
- SPECIAL EDUCATION
- STAFFING

B. Analysis

As noted above, 21 issues have been presented to the Fact-Finder. I am providing Recommendations regarding three issues of the upcoming Contract. Of the remaining 18 issues, ten are being remanded to the parties for further negotiation and eight are outside the jurisdiction of the Fact-Finder's authority. The three issues for which the Fact-Finder is issuing Recommendations are as follows:

- 1) Wages**
- 2) Health Care**
- 3) Term of Contract**

I first note that I am cognizant of the fact that as a Fact-Finder, I do not have the authority to impose any particular resolution onto the parties; that is the role of an Interest Arbitrator. In the instant case, the Act allows for the Fact-Finder to select from a number of options for Recommendation. First, I have the option of selecting one of the parties' proposals for Recommendation. Second, I could propose a Recommendation that in some way modifies one or both

of the parties' proposals. Third, based on the factors identified in the Act, I may recommend new proposals that I believe would assist the parties in resolving the conflict. As noted below, I have selected the second option. I am mindful of the fact that my role involves a review of the totality of the facts, evidence, and arguments, and the subsequent formulation of what I believe to be the most reasonable Recommendation based on the current circumstances; I am not the ultimate decision maker in this case; that is the role of the parties. Above all, the Fact-Finder's role is to assist the parties in reaching a resolution that will benefit all concerned.

It is also clear that I have not been present at the bargaining table and have not been privy to the parties' negotiations and discussions. Therefore, I can base this Recommendation only on the evidence presented to me during the two Hearing days of July 18-19, which occurred approximately three weeks before the issuance of this Report.

After a review of my options, as more fully discussed below, I have chosen to recommend that which I believe is not only consistent with the language and intent of the Act, but also fulfills the needs of both parties, in light of the difficulties that the parties face.

It is well-known and uncontroverted that Fact-Finding is, and should be, an extremely conservative process in which parties should not be able to attain what they could not have obtained in bargaining. I have considered my role as a Fact-Finder, not as an Interest Arbitrator, and am only making Recommendations on three key issues. I find that I do not have authority to resolve eight of the issues, pursuant to the Act. Further, there are an additional ten issues that although may be within my purview, I find that I do not possess the expertise of the parties, who can most effectively resolve these issues through further negotiations. I find that any attempt on my part to resolve these ten issues after a limited exposure to the evidence and positions of the parties, while the parties have far more experience and expertise, would be counterproductive to the Fact-Finding process. Therefore, I am remanding these ten issues to the parties for further negotiations.

Further, and perhaps most importantly, I have considered the needs of not just the Board and the Union, but also the students, Teachers and all affected individuals in this process. Consideration of all stakeholders is the paramount role of the Fact-Finder. The institution of the Chicago Board of Education is an important resource for the City of Chicago and its citizens. The education provided by Bargaining Unit members to the students of the City of Chicago plays a significant role in shaping the City's future.

With these factors in mind, I am recommending the following regarding the three issues for which I have reached determinations:

SCHOOL YEAR	COLA	Change in Employee Health Contributions	Increase in Contribution Ceiling
2019-2020	3.00%	0%	None
2020-2021	3.00%	0%	None
2021-2022	3.00%	.25%	First incremental increase of employee contribution ceiling from \$90,000 to \$130,000
2022-2023	3.50%	.25%	Second incremental increase of employee contribution ceiling from \$90,000 to \$130,000
2023-2024	3.50%	.50%	Third Incremental increase of employee contribution ceiling from \$90,000 to \$130,000
TOTALS	16.00%	1.00%	As of the end of School Year 2023-2024, the employee ceiling for Health Care Contributions shall be \$130,000

Obviously, based on this chart, I am recommending a 5-year Contract. I have determined that a 5-year Term is in the best interests of both parties. First, a 5-year Term allows both parties to have stability and predictability, which allows the parties to work jointly on the matters that concern them without the burden of negotiating an additional contract within a short period of time. Further, I note

that it avoids the expiration of the Contract during the campaign period preceding the mayoral and School Board elections. A 5-year Contract allows the parties to function without unnecessary distractions and to focus on the needs of all stakeholders. As a Fact-Finder, I find that my Recommendation for a 5-year Contract is a key component to my determination. I find that a 5-year Contract allows both sides to have labor stability and to cement a relationship on a solid footing. Therefore, I recommend a 5-year Contract.

Second, as to Wages, I recommend the following increases:

2019-2020	3.00%
2020-2021	3.00%
2021-2022	3.00%
2022-2023	3.50%
2023-2024	3.50%
Total	16.00%

I note that the Union has requested a 15% increase over a 3-year period, while the Board has proposed a 14% increase over five years. I have carefully considered the positions of the parties on the question of Wages. If I were to extrapolate the Union's offer over a period of five years, it would amount to a COLA of 25%, which when compounded, would be higher than 25%. I have also considered all of the economic data that was presented in both parties' presentations. I have considered the Headline CPI for all years of the potential Contract. I note that the economic forecasts, while somewhat robust initially, portend somewhat of a decline beginning in 2020-2021. A combination of all these factors and the interests of the parties sets the stage for a 5-year Contract that provides a reasonable level of stability as well as financial security to both parties.

After a review of all the facts and circumstances, including the economic forecasts, I find that the best approach is a 3% increase for each of the first three years of the Contract and 3.5% for the last two years. I believe that this Recommendation serves the needs of the members of the CTU, while

at the same time, works within the economic constraints of CPS, taking into account all of the economic variables that face the parties over a 5-year Contract.

The Survey of Professional Forecasters of the Federal Reserve Bank of Philadelphia has made the following predictions regarding Headline CPI, which projects inflation for a wide range of goods and services:

Median Short-Run and Long-Run Projections for Inflation (Annualized Percentage Points)								
	Headline CPI		Core CPI		Headline PCE		Core PCE	
	Previous	Current	Previous	Current	Previous	Current	Previous	Current
<i>Quarterly</i>								
2019:Q2	2.3	2.4	2.2	2.1	2.1	2.2	2.0	1.7
2019:Q3	2.3	2.1	2.3	2.1	2.1	2.0	2.0	1.9
2019:Q4	2.2	2.1	2.3	2.1	2.1	2.0	2.0	1.9
2020:Q1	2.3	2.1	2.3	2.2	2.2	2.0	2.1	2.0
2020:Q2	N.A.	2.0	N.A.	2.2	N.A.	1.9	N.A.	2.0
<i>Q4/Q4 Annual Averages</i>								
2019	2.0	1.9	2.3	2.1	1.9	1.7	2.0	1.7
2020	2.2	2.1	2.3	2.2	2.0	1.9	2.1	2.0
2021	2.2	2.2	2.3	2.2	2.1	2.0	2.0	1.9
<i>Long-Term Annual Averages</i>								
2019-2023	2.13	2.10	N.A.	N.A.	2.00	1.96	N.A.	N.A.
2019-2028	2.20	2.20	N.A.	N.A.	2.00	2.00	N.A.	N.A.

I note that the CTU's proposal of 5% per year is far in excess of the Headline CPI, while the Board's proposal is only slightly above the Headline CPI. I note that recommending a wage increase that is relatively consistent with the predicted inflation rate merely allows Bargaining Unit members to keep pace with the cost of living, while not resulting in an actual increase that would allow Bargaining Unit members to outpace inflation. I realize that in times of difficult economic circumstances, a recommended increase that only kept pace with inflation was acceptable; however, the evidence in this case shows that the Board is now experiencing a more favorable economic environment that allows for an actual wage increase for Bargaining Unit members.

While I find that the CTU's proposal is well above inflation, I also find that the Board's proposal does not give Bargaining Unit members the opportunity to receive a genuine wage increase beyond inflation. For these reasons, I am recommending an increase that gives the Bargaining Unit members an actual increase above and beyond the rate of inflation. I am also cognizant that while the Union has dismissed the increases that members receive via Steps and Lanes, I cannot fully disregard such gains. I note that the Act specifically recognizes that the total compensation received by employees must be considered:

(K) the overall compensation presently received by the employees involved in the dispute, including direct wage compensation; vacations, holidays, and other excused time; insurance and pensions; medical and hospitalization benefits; the continuity and stability of employment and all other benefits received; and how each party's proposed compensation structure supports the educational goals of the district;

(emphasis added)

I am aware that the Union has rejected the Board's 5-year Term proposal, in part because it is difficult to predict the overall environment half a decade away. I note that in spite of the negative economic forecasts for the latter part of a potential 5-year Contract, I am recommending a higher

wage increase for the last two years of the Contract. This is intended to allay the Union's concerns regarding the potential uncertainties of a 5-year Contract.

As I have noted above, economists have predicted that an economic downturn may occur as early as 2020-2021. In *Village of Flossmoor and Illinois FOP Labor Council* (S-MA-17-193) (Benn, Arb. 3/13/2019), Arbitrator Benn reviewed data on this issue:

And there is more. See "Economists Expect the Next Recession to Hit by 2021" (Bloomberg, October 2, 2018):...

Two-thirds of business economists in the U.S. expect a recession to begin by the end of 2020, while a plurality of respondents say trade policy is the greatest risk to the expansion, according to a new survey.

And see "What Are the Odds of a U.S. Recession by 2020? Larry Summers Says They're Pretty High" (Fortune, November 16, 2018): ...

Harvard economist Larry Summers believes there's an almost 50% chance the U.S. will fall into recession by 2020 ... [a] survey this summer of business economists revealed that a majority also think the next recession will arrive by 2020."

Further, see "Three-fourths of business economists expect a recession by 2021, survey finds" (Yahoo Finance, February 25, 2019)

(*Id.* at 19)

With all these factors in mind, I am recommending a 3.0% increase for each year of the first three years of the 5-year Contract, followed by a 3.5% increase for each year of the last two years of the Contract.

Finally, regarding Health Care, I find that the Union's proposal regarding the return to prior levels of costs and benefits is not realistic at this point in time. While I agree with the Board that health care costs will continue to rise, I am also cognizant that a higher level of health care contributions on the part of Bargaining Unit members effectively translates into a diminution of wage increases.

First, I have determined that the Board's proposal of incrementally increasing contribution ceiling levels from \$90,000 to \$130,000 is reasonable. Employees who earn greater amounts should have to shoulder a higher rate of the burden.

While I agree with the concept of the Board's proposal that an increased contribution is appropriate, I find that the amount requested by the Board exceeds what I believe to be reasonable. I make this determination based in part on the fact that I am recommending that the contribution ceiling be increased from \$90,000 to \$130,000. However, instead of the Board's proposal of an increase in contribution rates of .50% in each of the last three years of the Contract, I am recommending that the contribution rates shall be increased by .25% in year three and year four, and by .50% in year five of the Contract. Thus, the total increase over the five years of the Contract shall be 1.0%. This Recommendation is 33% lower than the Board's proposal. I believe this Recommendation is a fair approach to the issue of health care contribution rates.

C. Matters Remanded to the Parties

I have had the opportunity to review the remaining 18 issues that were presented to me during the course of the Fact-Finding. I note that the Board has suggested that eight of the items be remanded to the parties for further bargaining. I note that as the Fact-Finder, I had the opportunity to hear the parties' proposals, evidence and arguments over a period of approximately 14 hours over the 2-day Hearing period of July 18-19. In addition, I have reviewed the parties' Pre-Hearing Briefs that were filed on July 11. I have carefully reviewed all the information presented. While the parties' presentations were thoughtful and complete, it is but a small glimpse into the larger issues that are facing the parties. I further note that as the Fact-Finder, I have not been present at negotiations or privy to any other discussions or communications between the parties. I note that it is uncontested

that the parties' experienced negotiators and representatives are far more familiar with the intricacies of the proposals.

With that in mind, I am recommending for remand, the eight issues that the Board proposed for remand, plus the additional issues of Teacher Preparation Time and Teacher Evaluations. I find that it is far more efficient for the parties, who possess a more complete knowledge and expertise of the issues, to resolve these questions. Therefore, I am remanding the following matters to the parties for further negotiations:

ISSUES TO BE REMANDED
CAREER AND TECHNICAL EDUCATION
PAID TIME OFF
PAPERWORK, LESSON PLANS AND TESTING
SANCTUARY SCHOOLS
SPORTS
SUBSTITUTE TEACHERS
SUSTAINABLE COMMUNITY SCHOOLS
TEACHER EVALUATION
TEACHER PREPARATION TIME
TEACHER SUPPLY MONEY

D. Matters Outside the Fact-Finder's Jurisdiction

As noted above, the Act precludes a Fact-Finder from considering certain issues that are matters of Management Rights and are therefore not mandatory subjects of bargaining. Specifically, the Act requires that the following may not be considered by a Fact-Finder:

Sec. 4.5. Subjects of collective bargaining.

- (b) Notwithstanding the existence of any other provision in this Act or other law, collective bargaining between an educational employer whose territorial boundaries are coterminous with those of a city having a population in excess of 500,000 and an exclusive representative of its employees may include any of the following subjects:

(1) (Blank)

(2) Decisions to contract with a third party for one or more services otherwise performed by employees in a bargaining unit and the procedures for obtaining such contract or the identity of the third party.

(3) Decisions to layoff or reduce in force employees.

(4) Decisions to determine class size, class staffing and assignment, class schedules, academic calendar, length of the work and school day with respect to a public school district organized under Article 34 of the School Code only, length of the work and school year with respect to a public school district organized under Article 34 of the School Code only, hours and places of instruction, or pupil assessment policies.

(5) Decisions concerning use and staffing of experimental or pilot programs and decisions concerning use of technology to deliver educational programs and services and staffing to provide the technology.

(b) The subject or matters described in subsection (a) are permissive subjects of bargaining between an educational employer and an exclusive representative of its employees and, for the purpose of this Act, are within the sole discretion of the educational employer to decide to bargain, provided that the educational employer is required to bargain over the impact of a decision concerning such subject or matter on the bargaining unit upon request by the exclusive representative. During this bargaining, the educational employer shall not be precluded from implementing its decision. If, after a reasonable period of bargaining, a dispute or impasse exists between the educational employer and the exclusive representative, the dispute or impasse shall be resolved exclusively as set forth in subsection (b) of Section 12 of this Act in lieu of a strike under Section 13 of this Act. Neither the Board nor any mediator or factfinder appointed pursuant to subsection (a-10) of Section 12 of this Act shall have jurisdiction over such a dispute or impasse.

Under the Act, it is clear that the above-identified issues are not subject to the Fact-Finding process as set forth in the Act. I have reviewed the Union's proposals and have determined that while some small amount of the proposals contain some matters that may be subject to Fact-Finding, a significant amount of the proposals contain matters outside my jurisdiction. I find that it is not

productive to the process to parse out these small amounts. Therefore, based on the language of the Act, I have determined that the following matters are outside my jurisdiction and I may not rule on them in my Fact-Finding capacity:

ISSUES OUTSIDE FACT-FINDER'S JURISDICTION
AFFORDABLE HOUSING CLASS SIZE CLINICIANS AND COUNSELORS EARLY CHILDHOOD EDUCATION PSRP ISSUES SCHOOL CLOSINGS SPECIAL EDUCATION STAFFING

IX. RECOMMENDATION:

For reasons stated in this Report, the Fact-Finder recommends the following for the July 1, 2019 - June 30, 2023 Collective Bargaining Agreement between the parties:

1. FACT-FINDER AFFIRMATIVE DETERMINATIONS:

SCHOOL YEAR	COLA	Change in Employee Health Contributions	Increase in Contribution Ceiling
2019-2020	3.00%	0%	None
2020-2021	3.00%	0%	None
2021-2022	3.00%	.25%	First incremental increase of employee contribution ceiling from \$90,000 to \$130,000
2022-2023	3.50%	.25%	Second incremental increase of employee contribution ceiling from \$90,000 to \$130,000
2023-2024	3.50%	.50%	Third Incremental increase of employee contribution ceiling from \$90,000 to \$130,000
TOTALS	16.00%	1.00%	As of the end of School Year 2023-2024, the employee ceiling for Health Care Contributions shall be \$130,000

2. FACT-FINDER RECOMMENDATIONS FOR FURTHER NEGOTIATIONS:

The Fact-Finder recommends that the following issues be remanded to the parties for further negotiations:

- CAREER AND TECHNICAL EDUCATION
- PAID TIME OFF
- PAPERWORK, LESSON PLANS AND TESTING
- SANCTUARY SCHOOLS
- SPORTS
- SUBSTITUTE TEACHERS
- SUSTAINABLE COMMUNITY SCHOOLS
- TEACHER EVALUATION
- TEACHER PREPARATION TIME
- TEACHER SUPPLY MONEY

3. MATTERS OUTSIDE THE FACT-FINDER'S JURISDICTION:

The Fact-Finder finds that the following issues are not within the jurisdiction of the Fact-Finder, pursuant to the requirements of the Illinois Educational Labor Relations Act:

- AFFORDABLE HOUSING
- CLASS SIZE
- CLINICIANS AND COUNSELORS
- EARLY CHILDHOOD EDUCATION
- PSRP ISSUES
- SCHOOL CLOSINGS
- SPECIAL EDUCATION
- STAFFING

Steven
Bierig

Digitally signed by Steven Bierig
DN: cn=Steven Bierig,
o=Attorney-Arbitrator-
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Steven M. Bierig, Fact-Finder
August 26, 2019