

## CPS-CTU

### Tentative Agreements as of 10/30/19

*This document represents the CTU's best understanding of tentative agreements reached with CPS as of the afternoon of 10/30/19. Final contract language for ratification will be subject to review by CTU and CPS attorneys.*

**Current contract language not included in this document is not changing, except in cases where new language contradicts current language. In other words, if language is not in this document, it will not change and current contract language remains in place.**

**Preamble for terms to be submitted for ratification:** The attached terms are amendments to the parties' 2015-19 labor agreement. Except where modified by these amendments, the 2015-19 agreement is extended for five years, until June 30, 2024, with all dates revised to reflect the new contract term.

**Allows CTU to have insight and input on CPS facilities expenditure in addition to the other items in this contract article already.**

**1-5.4. Finance and Budget Information.** During the budget planning process, the BOARD agrees to meet with the UNION on a monthly basis through the parties' Budget Committee to review revenue and expenditure assumptions, including capital expenditures, and other pertinent budgetary information. After the budget is adopted, the BOARD agrees to meet with the UNION upon request to review the quarterly Interim Summary Financial Statements and the Comprehensive Annual Financial Report for each Fiscal Year.

**Requires CPS to provide CTU with bargaining unit employee information to assist in accurate record keeping, contract enforcement, and organizing efforts and protects the union's ability to sign up new members.**

**1-5.8 NEW Bargaining Unit Employee Information.** The BOARD shall provide the UNION on at least a monthly basis, and on a weekly basis for the months of August, September, and October, a list of all current employees in the bargaining unit, which shall include each employee's first and last name, shift, job title, department, work location, home address, all telephone numbers (including cell phone number if available), personal and work email addresses, date of birth, seniority date, base hourly pay rate (if available), language preference (if available), identification number/payroll code/job number, salary, status as a member or non-member, UNION dues, and COPE payment.

The parties agree to meet at reasonable times in good faith to ensure that they are operating under the same list of represented workers, members, and individuals who have authorized the deduction of dues, fees, assessments, and COPE. As a part of their meetings, the parties shall endeavor to identify any changes that need to be made to their systems or operations to ensure that systems and operations accurately track those individuals who are in the bargaining unit, and, among those individuals, those who have not authorized the deduction of union dues, fees, assessments and COPE contributions.

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The BOARD shall provide the UNION with notice of CPS job fairs, new teacher orientation dates, and all gatherings of 25 or more new employees (excluding school-level meetings and events) including their time, date and location, as soon as practicable after their scheduling. At all such events, if the UNION attends, the UNION will refrain from disparaging the BOARD, its employees, or its actions.

The BOARD shall allow the UNION to do informational tabling indoors in the lobby or vestibule at the Staff Center locations. The UNION shall request permission a minimum of a week in advance of its proposed date for informational tabling. The BOARD retains the exclusive right to designate the specific location of the information table, provided the location is readily accessible and visible to employees entering and leaving the buildings.

**Allows CTU members who become elected officials to be on leave from CPS and memorializes that clinicians are eligible for leave status.**

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

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

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

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

**Expands discrimination protections for CPS employees.**

**2-1. Prohibition on Discrimination.** No employee shall be discriminated or retaliated against on the basis of race or ethnicity, ethnic group identification, national origin,

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nationality, ancestry, creed, color, age, gender or sex (including pregnancy, childbirth, breastfeeding, and pregnancy related medical condition), marital status, civil unions, legally recognized domestic partner status, military/veteran or military discharge status, disability, or actual or perceived sexual orientation, gender identity or expression, religion, parental status, immigration status, genetic information, refusal to submit to a genetic test or make available the results of a genetic test, or political belief or affiliation (not union related); the utilization of benefits authorized by this Agreement or BOARD policy; membership or participation in, or association with the activities of, the UNION; filing grievances or resolving grievances and professional problems; or participation in any committee, council or group, including but not limited to, the Professional Personnel Leadership Committee, Professional Problems Committee of Local School Council.

**Creates a new fast-track grievance and arbitration procedure for handling disputes about contract violations. Is a necessary component to work in conjunction with the new proposed class size provisions in Article 28 and new staffing language (as it relates to the Joint Staffing Committee).**

Article 3-8.3 [NEW]. Expedited grievance and arbitration procedure. Where expedited grievance and arbitration is provided in this Agreement, the following shall apply: The Union may file the grievance at the highest step. If the grievance is not adjusted within fifteen (15) days, it shall automatically proceed to arbitration upon the Union's written demand. The parties shall select an arbitrator and the grievance shall be heard by the arbitrator within thirty (30) days of the arbitration demand. The arbitrator shall issue a bench ruling and award at the conclusion of the hearing, but may subsequently issue a written ruling explaining the award upon request of either party.

**Ensures that SPED teachers have input on Text Committees.**

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

**Allows for online PD for licensure renewal to be provided.**

NEW 8-3. Online Professional Development. The BOARD shall work with the UNION to ensure that every CPS school shall offer free online professional development classes that meet requirements for ISBE licensure renewal. The BOARD shall advocate that ISBE allow schools to provide ISBE credit for grade-level, curriculum, and faculty meetings.

## **CPS-CTU Tentative Agreements as of 10/30/19**

**Protects School Clerk Assistants from being made to do School Clerk work without School Clerk pay.**

9-14.5 Substitute Coverage. School Clerk Assistant. 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.

**Seeks to protect and get back specific School Clerk duties.**

9-14.7 The BOARD shall clearly delineate the duties of the school clerk. Registration and enrollment responsibilities shall be performed primarily by bargaining unit employees.

Side Letter: The BOARD agrees to work with the UNION to return currently centralized timekeeping duties to school clerks, school clerk assistants and substitute school clerks by the beginning of the 2020-21 school year.

**Codifies the PSRP probationary period.**

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.

**CPS agrees to increase the pipeline of PSRPs becoming teachers.**

NEW 9-21. In consultation with the Union, the BOARD will increase its financial commitment support PSRPs (and other teacher candidates involved in schools such as parents) who desire to pursue becoming classroom teachers in CPS. The Board shall secure funding to ensure that said candidates receive financial support and health insurance.

**Provides that there be substitute ASL Interpreters for students needing interpretation.**

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

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Ensures funding for the joint CTU-CPS Sustainable Community Schools for the duration of the contract at \$10 million annually. Allows number of schools and schools to change if Task Force determines it necessary, but using the same pot of funds each year.

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 20-75~~ community schools, which shall include the 20 sustainable community schools currently in operation for the existing during the 20189-19 20 school year. The BOARD and the UNION will jointly evaluate these 20 schools during the 2019-20 school year and will determine the continuation of these schools and any expansion of the Sustainable Community Schools program in future years. The BOARD agrees to maintain, for each year of the agreement, the level of funding currently provided for the 2019-20 school year for Sustainable Community Schools for support of a community schools initiative. The Task Force referenced below will decide upon the list of a minimum of 20 Sustainable Community Schools to receive funding for SY 2020-21 and thereafter.

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

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

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

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

**Provides that CPS pays for Fitness for Duty Medical Examinations required by CPS.**

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NEW 14-9. Fitness for Duty Medical Examinations. If the BOARD requests that an employee undergo a fitness for duty examination, the BOARD shall pay the cost of the examination. The parties agree to reconstitute the tiebreaker panel of physicians used to make fitness for duty and medical clearance for work determinations, and they shall finalize a new list of mutually agreed upon physicians by no later than January 1, 2020.

**Allows preschool students to have nap time in school.**

NEW 17-1. Nap Time. In full-day pre-K classrooms children shall be allowed to nap.

**Provides additional prep time to kindergarten teachers during 1<sup>st</sup> quarter or any time that the KIDS assessment is administered to do report cards.**

NEW 17-3 Principals shall provide convert two principal-directed preparation periods to teacher-directed preparation periods or provide any other release time as determined by the principal for a minimum of two hours to kindergarten teachers during the first quarter, or in any quarter that the KIDS assessment is administered in order to complete kindergarten report cards.

**Protects Teacher Assistants in preschool classrooms and ensure they cannot be pulled away for unrelated duties. Makes enforceable the maintenance of a 10:1 teacher-student ratio in preschool classrooms at all times.**

NEW 17-4. Pre-K Teacher Assistants. In accordance with the Chicago Public Schools preschool handbook Preschool Teaching Assistants will be assisting Pre-K classroom teachers 100% of their day and will not be used to substitute, to cover lunchroom duty or recess duty unless accompanying their assigned students, to perform office duties or perform other capacities in the building except for temporary emergency supervisory duty where the welfare of students is involved (emergency duties do not include regular lunch duty and recess assignments). Said temporary emergency supervisory duty shall not exceed sixty minutes. All preschool classrooms shall maintain a 10:1 child to teacher ratio at all times, including during nap or rest time, meals, specials, etc. TA's shall have their contractual breaks covered by school staff to maintain the 10:1 ratio.

**Ensures that preschool classrooms where SECAs must diaper students are hygienic and equip for toileting.**

NEW 17-5. Hygienic Equipment and Facilities. Preschool classrooms with SECAs 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.

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Adequate staff shall be provided to assist students in case of toileting accidents and no student shall be punished or excluded from instruction due to toileting accident.

**Ensures the establishment of a pool of substitute Teacher Assistants to work in early childhood classrooms.**

~~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.~~ **Early Childhood Substitute Teacher Assistants.** The BOARD shall establish a pool of substitute teacher assistants qualified to serve early childhood classrooms and shall staff the pool at sufficient levels to meet early childhood classroom coverage needs across the school district.

**Allows for the additional placement of SECAs in blended classrooms.**

NEW. All Blended Preschool Classrooms (half and full day) shall use the existing special education position appeal process to request additional SECA positions based on needs.

**Provides information about repairs, funds for equipment maintenance, and joint planning for Career and Technical Education programs as well as CPS-CTU collaboration around the CTE Summer Institute.**

Article 18 General Clean-up Throughout CBA: All references to Vocational, CTE Vocational Schools, Vocational Technical Centers, are removed from the CBA and replaced with Career and Technical Education or CTE.

All references to Vocational Guidance Centers will be changed to Career and Technical Education Guidance Centers.

**NEW 18-6.1.** Before the end of the school year, the CTE Teacher shall provide the CTE Department a list of needed repairs and/or replacement upgrades or updates for all equipment.

**NEW 18-6.2.** The BOARD shall provide funds for regular and necessary maintenance for CTE equipment per CTE grant guidelines and regulations.

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

**18-19 NEW Professional Development.** Teacher participation in the annual CTE Summer Institute is mandatory unless the teacher was not staffed at the time of the event. Summer Institute will cover a wide range of professional learning session formats including but not limited to district initiatives, technical skill advancements, work-based learning, and an opportunity to share best practices as it relates to Career and Technical

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Education. Summer Institute will not include REACH orientation training. The BOARD, in consultation with the UNION, shall plan the content of the Summer Institute.

#### **Clarifies PSRP clinician definitions.**

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

#### **Further protects clinicians right to private confidential space for work with students.**

20-1.7. Work Space and Equipment for Clinicians. Clinicians shall be provided with appropriate work space to include a desk, chair and testing tables; a computer; a locking file cabinet with a key; direct access to working copiers, printers and telephones for follow up calls; testing environments that are heated and well ventilated; 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. The Principal shall provide clinicians access to a designated space within the school building that is a confidential and private space for the provision of therapeutic services and testing to students. The Principal or designee will provide clinicians a weekly schedule of the designated space. (The remainder of 20-1.7 is unchanged.)

#### **Protects clinicians right to 45 minute duty-free lunch apart from travel time.**

20-1.9. Travel Time. ~~Clinicians who travel from one school to another during the noon hour shall 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.~~

#### **CPS agrees to not privatize clinician positions and to phase out current contracted/agency nurses over the duration of the contract.**

NEW 20-1.13. Beginning in the 2020-21 school year, the BOARD will not contract out or otherwise privatize teacher clinician positions (as defined in Article 20-1.1(a)), PSRP clinician positions (as defined in Article 20-1.1(b)), teacher assistants or librarians. Beginning with the 2019-20 school year, the BOARD will implement a program to reduce the number of contract or agency nurses that it currently utilizes with the goal of eliminating all contract or agency nurses by the end of the term of this Agreement, except for short-term substitute and/or supplemental nursing services.



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Protects counselors time for counseling duties as described in the American School Counselor Association guidelines.

20-2.6 Counselor Duties. In programming and directing the work of an Elementary, Middle, and High School counselor, a principal shall endeavor to assign duties to the counselor that are consistent with the CPS Reach Framework for School Counselors which will remain aligned with the recommendations of the American School Counselor Association (ASCA). Principals will ensure that School Counselors are given adequate time during the school day to deliver Tiered 1, 2, and 3 student supports and counseling activities. Disagreements over this Section shall be resolved initially by the counselor, the principal and the Professional Problems Committee.

Clean-up of outdated language that is no longer relevant.

#### 20-3.1. Work Year.

20-3.1(a). ~~School psychologists employed in the Office of Diverse Learner Supports and Services prior to December 16, 1967 have had the option of working ten school months (forty weeks), eleven school months (forty-four weeks) or twelve school months (forty-eight weeks). Subsequent to December 16, 1967, all school psychologists newly assigned to the Office of Diverse Learner Supports and Services and all school psychologists who elected to convert from twelve calendar months to twelve school months shall be employed on a twelve school month basis. Pension contributions and sick leave shall be based on the work year for 248 day personnel. Pension contributions and sick leave for all other employment period classifications shall be based on the 208 day year.~~

~~Effective September 6, 1976, all newly appointed school psychologists and all provisional and temporarily certificated school psychologists shall be employed on a ten-school-month (208-day) basis. All school psychologists currently employed on a twelve school month (52-week) basis or on an eleven-school-month (248-day) basis shall be given the opportunity to convert to a ten-school-month (208-day) basis. Election to convert shall be final and cannot subsequently be changed at the request of the employee.~~

20-3.1(b). ~~School psychologists continuously employed in the Office of Diverse Learner Supports and Services since on or before December 31, 1976 on a 248-day work year schedule (or its previous equivalent of forty-eight weeks) shall maintain their 248 day work year schedule, unless they voluntarily elect to transfer to a position with a lesser work year. At the beginning of each school year, the BOARD shall provide to the UNION a list of school psychologists who have continuously held forty eight week positions since on or before December 31, 1976 and whose schedules shall be maintained under this section.~~

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~~Pension contributions and sick leave shall be based on the work year for 248-day personnel. Pension contributions and sick leave for all other employment period classifications shall be based on the 208-day year.~~

### 20-4.1. Work Year.

~~20-4.1(a). Effective December 16, 1967, all newly assigned school social workers and all school social workers who elected to convert from twelve calendar months to twelve school months shall be employed on a twelve school-month basis.~~

~~Pension contributions and sick leave shall be based on the work year for twelve school-month personnel.~~

~~All newly appointed school social workers and all provisional and temporarily certificated school social workers shall be employed on a ten-school-month (208-day) basis. All school social workers currently employed on a twelve school-month (52-week) basis shall be given the opportunity to convert to a ten school-month (208-day) basis. Election to convert shall be final and cannot subsequently be changed at the request of the employee.~~

~~20-4.1(b). School social workers continuously employed in the Office of Diverse Learner Supports and Services since on or before December 31, 1976 on a 248-day work year schedule (or its previous equivalent of forty eight weeks) shall maintain their 248 day work year schedule, unless they voluntarily elect to transfer to a position with a lesser work year. At the beginning of each school year, the BOARD shall provide to the UNION a list of school social workers who have continuously held 248 day positions since on or before December 31, 1976 and whose scheduled shall be maintained under this section.~~

~~Pension contributions and sick leave shall be based on the work year for twelve school-month personnel.~~

~~All newly appointed school social workers and all provisional and temporarily certificated school social workers shall be employed on a ten-school-month (208-day) basis. All school social workers currently employed on a twelve school-month (52-weeks) basis who convert to a ten-school-month (208-day) basis shall not be entitled to return to a twelve school-month (52-week) work year scheduled.~~

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

### 20-5. Speech Language Pathologists and Speech Language Pathologist Paraprofessionals.

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

#### 20-6.1. Work Year.

20-6.1(a). Effective December 16, 1967, all newly assigned school nurses and all school nurses who elected to convert from twelve calendar months to twelve school months shall be employed on a twelve school-month basis. Pension contributions and sick leave shall be based on the work year for twelve school-month personnel.

Effective September 6, 1976, all newly appointed school nurses and all provisional and temporarily certificated school nurses shall be employed on a ten-school-month (208 day) basis. All school nurses currently employed on a twelve school-month (52 week) basis shall be given the opportunity to convert to a ten school-month (208-day) basis. Election to convert shall be final and cannot subsequently be changed at the request of the employee.

20-6.1(b). School nurses continuously employed in the Office of Diverse Learner Supports and Services since on or before December 31, 1976 on a 248-day work year schedule (or its previous equivalent of forty-eight weeks) shall maintain their 248 day work year schedule, unless they voluntarily elect to transfer to a position with a lesser work year. At the beginning of each school year, the BOARD shall provide to the UNION a list of school nurses who have continuously held 248 day positions since on or before December 31, 1976 and whose schedules shall be maintained under this section.

All newly appointed school nurses and all provisional and temporarily certificated school nurses shall be employed on a ten school-month (208 day) basis. All school nurses currently employed on a twelve school-month (52-week) basis who convert to a ten school-month (208 day) basis shall not be entitled to return to a twelve school-month (52 week) work year schedule. Employment of ten-school-month school nurses beyond ten school months shall be considered summer employment. Pension contributions and sick leave shall be based on the 208-day a ten-school-month year.

**CPS will develop (and fund at \$2 million over the duration of the contract) pipeline programs to support PSRP nurses become Certified School Nurses.**

**NEW 20-6.8. The BOARD, in consultation with the UNION, will develop and implement a program that will devote resources to LPNs interested in becoming HSNs and IISNs interested in becoming CSNs. The BOARD, in consultation with the UNION, will develop and implement a program for LPNs interested in becoming HSNs and IISNs interested in becoming CSNs. The BOARD will devote no less than \$2,000,000 during the term of this Agreement to support tuition assistance for nurses, employees and**

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prospective employees toward mutually agreed upon universities between the BOARD and UNION, as well as other related program costs.

**Ensures nurses are on the appropriate pay step and lane.**

NEW 20-6.10. 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.

**Removes outdated language that no longer applies.**

~~20-7. Additional Funding for Personnel Costs. If the BOARD receives additional funding sources in Fiscal Year 2013 that can be used for personnel costs, the BOARD will bargain with the UNION upon request over hiring up to one hundred additional school social workers or school nurses.~~

**Removes duplicative language which appears in the contract in two places. This language remains in Article 20-1.10.**

~~20-8. Meetings Among Related Services Personnel. Related services personnel (e.g., school psychologists, school social workers, speech language pathologists, school nurses, physical therapists, occupational therapists and/or other district resource personnel) shall be provided time to meet periodically with special education teachers during the school day during their preparation periods to discuss matters of professional interest. Related services personnel shall arrange conferences periodically with the teachers of students with disabilities during the school day at times, if possible, when students are not scheduled for their classrooms. [DUPLICATIVE OF 20-1.10]~~

**Codifies and maintains that counselors, clinicians, and special educators cannot be forced to do case management work.**

~~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 not 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.~~

**Protects the special education IEP team's decisions and ensures that CPS reports existing specialized programs.**

~~21-5. Development, Implementation and Progress Monitoring of Individualized Education Program of Individualized Education Program. The educational and extracurricular program of a student with disabilities shall be developed by the student's Individualized Education Program team in accordance with the student's Individualized Education Program. The IEP team shall make least restrictive environment (LRE)~~

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decisions based on the students' strengths and needs as demonstrated through data. Decisions on the development of the IEP shall be made solely by the IEP team, pursuant to state and federal law, and reflective of the provision of a continuum of services. The BOARD shall post on its website a list of specialized programs, including school names and grade-levels served not later than July 1 for the upcoming school year.

**Allows that IEP writing be equitably distributed among SPED teachers, collaboration time to be provided at the beginning of the year, PPC assistance in providing additional time for IEP development, a role for the Joint CTU-CPS SPED Committee in resolving issues at schools over IEP workloads, and no additional workload related to Student Specific Corrective Action. Additionally, the funds for SPED, Counselor, Case Manager, and Clinician work load relief will be increased from \$500,000 annually to \$2,500,000 annually.**

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

Special education teachers' job requirements shall prioritize the development and implementation of the Individual Education Plan. Where possible, Principals shall use either substitutes or release time (from principal directed preps, lesson plans and/or other paperwork and workload requirements) as determined through the PPC to provide adequate time for special education teachers to complete these duties during the work day. If workload issues cannot be solved by the principal and/or the PPC, then the issue may be brought to the Joint Committee.

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

45-4.7. Workload Reduction Funding. The BOARD agrees to commit \$500,000 2,500,000 per year during this Agreement to fund costs associated with workload reduction as jointly recommended by the Special Education Committee, the Counselor and Case Management Committee, and the Clinician Work Load Committee.

**Includes program managers in case load development.**

~~21-18~~ **Case Load Development.** School principals, ~~or~~ their designees, or Program Manager shall consult with Special Education teachers on case load development.

**Ensures that Special Education Teachers are not restricted from access to student records for students they teach.**

**NEW 21-20.1** A Special Education teacher shall have access to the assessment data, grade book, grades, student roster and attendance data for all students served by the

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Special Education teacher, including any general education students in that teacher's co-teaching classroom.

**Provides assistance to Special Education Teachers for moving when rooms are changed.**

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

**Attempts to limit course or lesson preparations for Special Education Teachers in high schools.**

NEW 21-20.4 Where administratively possible, the number of lesson preparations for Special Education inclusion and co-teachers in high school shall not exceed three, and every effort shall be made to keep the number at two.

**Attempts to create collaboration time between Special Education and General Education co-teachers.**

NEW 21-20.5 Where administratively possible, Principals shall make every effort to program special and general education teachers so that co-teachers have common preparation periods. Principals may also use Principal-directed preparation periods to provide for preparation time for co-teachers.

**Adds Orientation and Mobility Specialists to the list of itinerant members whose schedules are protected in this article. Also protects itinerant members' right to 45 minute duty-free lunch apart from travel time.**

**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, Orientation and Mobility Specialists, 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 and four days of self-directed and one day of principal or clinician manager directed time per week. 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.

**Protects the right of Teacher Assistants assigned as a one-to-one with a student to have the right to work summer school with that student.**

24-4.1 In schools which have summer programs, ~~including summer assessment~~, where there are more qualified PSRP applicants in a given job title for summer school positions than positions available, preference shall be given to PSRPs who have worked fewer than

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two summer sessions immediately preceding the current summer session. Summative ratings may be a consideration. In order to provide continuity of service to students, a one-on-one Teacher Assistant assigned to the school during the regular school term in a special education program or classroom shall have first preference to work summer school if the student to whom the Teacher Assistant is assigned will attend summer school.

**Ensures that CPS will reduce the criteria for becoming a Cadre Substitute (who receive health insurance) to working at least 3 days a week on average.**

**27-2.2 Employment Criteria.** The Talent Office shall establish criteria to be used in the selection and retention of Provisional Cadre substitutes. The Cadre and Provisional Cadre substitutes selected by the BOARD shall be employed on all student attendance days during the time they are assigned to the Cadre other than on the final day of the school year. Said Cadre and Provisional Cadre substitutes shall be continuously available to perform substitute service at least three days per week, on average. Further, they shall accept all assignments in any and every school.

**Ensures that Special Education Teachers are the last staff to be called to cover classes and that IEP minutes missed as a result will be reported to parents in a timely manner.**

**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 minutes due to substitute issues will be recorded and reported to parents/guardians no later than at the end of each quarter.

**Establishes that CPS will pay Substitute Teachers at a higher rate when they work in high needs schools to encourage them to take those assignments for coverage.**

CPS shall pay substitute teachers additional compensation when they agree to serve at high-needs schools, as identified by CPS.

**Ensures that Substitute Teachers receive special education training and a higher pay rate if they have SPED licenses and agree to work in Special Education classrooms.**

CPS will work with CTU to develop appropriate special education training for substitutes. CPS shall pay retiree substitute teachers with special education licenses

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additional compensation at rates agreed upon with the Union when they serve as substitutes in a special education capacity.

**Ensures that there will be Substitute Teacher coverage in early childhood classrooms for Teacher Assistants.**

**27-7. Substitute Coverage for Teacher Assistants in Early Childhood Classrooms Centers.** The BOARD will shall provide substitute coverage for teacher assistants in early childhood centers classrooms who are absent.

**Firms up existing language to further ensure that Substitute Teacher coverage is provided during testing for students receiving modifications or accommodations.**

**27-9. Substitute Coverage During Mandated Testing.** ~~Where necessary and on an as needed basis, a~~ A principal shall provide substitute coverage for teachers engaged in one-on-one required testing (e.g., DIBBELS) and for teachers providing modifications or accommodations to students with disabilities during testing.

**Ensures that Substitute Teachers have a guaranteed duty-free lunch.**

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

**Provides Substitute Teachers annual professional development at least twice a year on high needs topics.**

NEW 27-12.2. 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.

**Provides that schools must respect the Substitute Teacher Handbook.**

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

**Provides that CPS hires additional cadre substitutes willing to work in schools in specific geographic regions at a higher rate of pay in order to alleviate substitute teacher shortages in those regions.**

27-12.5. The BOARD shall hire additional cadre substitutes who are assigned to specific networks to be deployed to schools in their networks as needed. The BOARD shall hire additional cadre substitutes who will agree to any school assigned within a particular geographic area, as defined by the BOARD prior to each school year.

Appendix A-1J:

- Increase current substitute pay rates by COLA



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- Create Provisional Cadre position (BA not in Education) at a rate of pay of \$150 per day, \$24 per hour
- Short-term Substitutes (Associates Degree) - \$110 per day, \$17.60 per hour.
- Create Special Education substitute pool - \$ per day TBD

**Ensures that CPS will staff, over the duration of the contract, adequate social workers and nurses to have total numbers of staff that would allow one of each position to be assigned to every school.**

#### Staffing

The BOARD agrees to recruit and hire qualified candidates for positions described in this Article. Provided that there are a sufficient number of qualified candidates, CPS agrees to the following minimum staffing:

#### School Social Workers

Inclusive of the 35 school social worker positions added in fiscal year 2020, the BOARD agrees to the following staffing:

- By July 30, 2020: 79 school social worker positions above the number of school social worker positions as of July 1, 2019
- By July 30, 2021: 123 school social worker positions above the number of school social worker positions as of July 1, 2019
- By July 30, 2022: 166 school social worker positions above the number of school social worker positions as of July 1, 2019
- By July 30, 2023: 209 school social worker positions above the number of school social worker positions as of July 1, 2019

By no later than July 30, 2023, the BOARD will assign at least one full-time school social worker to each school in the District.

#### School Nurses

Inclusive of the 30 nurse positions added in fiscal year 2020, the BOARD agrees to the following staffing:

- By July 30, 2020: 85 nursing positions above the number of nurse positions as of July 1, 2019
- By July 30, 2021: 140 nursing positions above the number of nurse positions as of July 1, 2019
- By July 30, 2022: 195 nursing positions above the number of nurse positions as of July 1, 2019
- By July 30, 2023: 250 nursing positions above the number of nurse positions as of July 1, 2019

By no later than July 30, 2023, the BOARD will assign at least one full-time nurse to each school in the District.

**CPS will spend at least \$500,000 over the duration of the contract to recruit and train additional clinicians of all main position types and share progress with the union on staffing additional clinicians.**

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## Tentative Agreements as of 10/30/19

### Memorandum of Understanding

The following confirms the BOARD's commitment with respect to certain staffing issues.

The BOARD will allocate no less than \$500,000 annually to recruit and train the qualified staff required for Nursing, Social Worker and Case Manager, School Psychologist, Physical Therapist, Occupational Therapist, Speech Language Pathologist, and Audiologist positions. Further, the BOARD will report quarterly on its public website on its progress, including but not limited to the number of positions opened and filled, as well as the efforts underway to make significant progress toward the above goals.

The BOARD and the UNION will meet bi-monthly to assess progress and to ascertain any and all initiatives to fill these positions.

**Ensures that CPS will staff, over the duration of the contract, additional case managers at the ratios of students with IEPs (of all types) and 504s as described below.**

#### Case Managers

In addition to the 30 case manager positions added in fiscal year 2020, the BOARD agrees to the following staffing by July 30, 2023:

- .5 Case Manager position for 50-104 students with IEPs
- 1.0 Case Manager position for 105-174 students with IEPs
- 1.5 Case Manager positions for 175-239 students with IEPs
- 2.0 Case Manager positions for 240-299 students with IEPs
- 2.5 Case Manager positions for 300+ students with IEPs

#### Case Manager Allocation Formula MOU

For the purposes of Case Manager allocation, the BOARD and the UNION agree that every ten (10) 504 plans shall be considered equivalent to one (1) IEP. The Case Manager allocation formula is based on the number of students with an IEP. Included in the allocation are pre-K IEPs (not speech only). For speech-only IEPs, ten (10) speech-only IEPs shall be equivalent to one (1) IEP in the above allocations.

In School Year 2019-20, The BOARD shall not reduce the total number of case managers employed at any school as of October 1, 2019.

**Ensures that CPS will work to reduce other clinician workloads and not reduce currently staffed clinician positions during the duration of the contract.**

#### Article 20:

- School Psychologists

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### **Tentative Agreements as of 10/30/19**

The BOARD shall reduce the school psychologist-to-student ratio over the term of this Agreement, and shall in no event reduce the current staffing levels of school psychologists.

- **Occupational Therapists**

The BOARD shall reduce the occupational therapist-to-student ratio over the term of this Agreement, and shall in no event reduce the current staffing levels of occupational therapists.

- **Physical Therapists**

The BOARD shall reduce the physical therapist-to-student ratio over the term of this Agreement, and shall in no event reduce the current staffing levels of physical therapists.

- **Speech Language Pathologists**

The BOARD shall reduce the speech language pathologists-to-student ratio over the term of this Agreement, and shall in no event reduce the current staffing levels of speech language pathologists.

- **Audiologists**

The BOARD shall reduce the audiologist-to-student ratio over the term of this Agreement, and shall in no event reduce the current staffing levels of audiologists.

**Ensures that CPS will increase the staffing of English Learner Program Coordinators, beginning next school year, for English Learner students based on the allocation of students below.**

#### **46-4.3 (2) English Learner Program Coordinators**

Starting in the 2020-21 school year, the BOARD shall fund a Half-Time English Learner Program Teacher position for schools with 20-150 English Learners, a Full-Time English Learner Program Teacher for schools with 150 or more English Learners, 2 full-time positions for schools with more than 600 English Learners. Schools with 1-49 English Learners shall receive a stipend of \$1,000 for the role of English Learner program coordination. Schools with 50-99 English Learners shall receive a stipend of \$1,500. Schools with 100-199 English Learners shall receive a stipend of \$2,000. Schools with 200-249 English Learners shall receive a stipend of \$2,500. Schools with 250 or more English Learners shall receive a stipend of \$3,000.

**Creates a Joint Staffing Committee which has the power to identify 120 schools with high needs and provides that CPS will phase in the staffing of 30 additional positions for those schools beginning in SY 2020-2021 and the following years of a 5-year contract. Principals and LSC would be able to choose an additional position related to SEL, trauma-informed practices, restorative justice counseling and advising, or instruction (including library). This does not guarantee that Counselors, Librarians, or RJ Coordinators will be hired, but it makes it possible.**

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#### Joint Staffing Committee on Staffing Equity

The BOARD and the UNION shall staff a 10-member Joint Staffing Committee. The BOARD shall appoint five members, one of whom must be an educator, and the UNION shall appoint five members, one of whom must be an educator. The Joint Staffing Committee shall fulfill the following responsibilities:

#### *Develop criteria to determine the highest need schools*

- Develop criteria by which to determine the 120 district-run schools that have the highest need for additional staffing. The Committee shall use an equity lens to determine the criteria, including reviewing data related to rates of poverty, special education students, English Learners, existing staffing levels, and other metrics agreed to by the Committee.
- The Committee shall begin its work no later than the beginning of the second semester of the 2019-20 school year and shall complete its work no later than the end of the third quarter of the same school year.

#### *Phase-in allocations of full-time positions to each of the highest need schools*

Beginning in the 2020-21 school year, the Committee will phase in one full-time centrally-funded position for each identified school at the following levels:

- 30 schools at the start of the 2020-21 school year
- 30 schools at the start of the 2021-22 school year
- 30 schools at the start of the 2022-23 school year
- 30 schools at the start of the 2023-24 school year
- The Committee has authority to enforce these staffing provisions above. Its decisions shall be final and binding.
- The principal in collaboration with the school community, through the development of the Continuous Improvement Work Plan (CIWP), shall select one of the three positions to fill, determine how the position is defined, provided the position advances social emotional learning and trauma-informed practices, restorative justice, counseling and advising, or instruction (including library). Examples of appropriate positions include librarians, restorative justice coordinators, school counselors, or other positions as determined by the principal and LSC.
- Positions allocated by the Committee will be provided for in the school's budget, must be used to supplement and not supplant its current staffing, and shall remain for the duration of this Agreement.
- As an alternative to allocating one full-time position, at the request of the principal and Local School Council (LSC), the Committee can approve the allocation of an equivalent amount of funding to advance social emotional learning and trauma-informed practices, restorative justice, counseling and advising, or instruction (including library).
- The Committee will provide oversight of schools' implementation of positions allocated by the Committee and monitor timelines for position posting and hiring.

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### *Oversight of staffing level increases*

- The Committee shall provide oversight of the posting and hiring to reach staffing targets for School Social Workers, Nurses, and Case Managers in this Agreement, including but not limited to making recommendations on pipeline strategies that may increase hiring.
- The Committee has sole authority to enforce the staffing provisions above, and the staffing provisions above are not subject to the grievance and arbitration procedure in Article 3, except that disputes over the compliance with the process set forth in this Article with respect to the Committee, and enforcement of Committee decisions, are subject to expedited grievance and arbitration in Article 3 [to be drafted];

**Creates a new class size enforcement process where a Joint Council has decision making authority and a short timeline during which has the authority to determine and fund remedies. CPS will provide \$35 million per year to fund class size relief. CPS will work to maintain current class size limits, but in cases where classes are oversized there will be an automatic investigation by the Joint Council which leads to a funded remedy when classes are oversized at the limits listed. Schools serving at least 60% of students from tier 1 communities will be Priority Schools and eligible for lower limits than listed and preference in receiving remedies.**

### Class Size

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

28-1 I. thru 28-VII included unchanged.

The class size in bilingual classes shall be in accordance with the guidelines established by the BOARD in the BOARD policy for bilingual education and the Rules and Regulations of the State Board of Education.

**28-2 Enforcement of BOARD Policy on Class Size.** Section 301.2 of the Chicago Public Schools Policy Manual (Class Size) shall be enforced only through the joint BOARD-UNION Class Size Monitoring Process including decisions of the Joint Class Size Assessment Council established in Article 28-3, and are not subject to the grievance and arbitration procedure in Article 3, except that disputes over the compliance with the process set forth in Article 28-3 with respect to the Joint Class Size Assessment Council and enforcement of Joint Class Size Assessment Council decisions are subject to expedited grievance and arbitration in Article 3-[NEW].

**28-3 Class Size Monitoring Process.** Joint Class Size Assessment Council: Effective the 2020-2021 school year, the BOARD and the UNION shall staff a 12-member Joint Class Size Assessment Council. Council members must include representation of former

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educators or school-level administrators. To avoid deadlocks, the parties shall mutually agree upon a neutral tiebreaker appointee who will be a current or former educator. The Council shall be provided with adequate administrative support to carry out its function which will be paid by CPS and not taken out of class size enforcement funds. The BOARD shall appoint six members, one of whom must be an educator, and the UNION shall appoint six members, one of whom must be an educator. Within 90 days of ratification of this agreement, the Council shall set standards and priorities for addressing oversized classrooms, including targeted relief to ensure equity in Priority Schools. Within the same time period, the Council shall also set standards for the functioning of the Council. The Council shall meet as needed, at the request of either party, beginning thirty days before the first day of student attendance until December 1 of each school year. After December 1, the Council shall meet monthly.

For the purpose of this Article, Priority Schools are defined as neighborhood schools with 60% or more students attending the school who reside in Tier 1 communities. The BOARD and the UNION have the joint goal of addressing class size in schools where the student population has higher needs and may need more targeted resources in order to ensure equity.

The Council will be provided with schools' enrollment projections and budget reports following LSC/District approval in the spring, class size data by the 10th day of the school year, and class size data quarterly. The Council will review projected school budgets, schedules, organization charts, space utilization, and school level staffing. The Council may request additional information from the Council administrator which shall be provided promptly in order to effectuate a timely decision. The Council shall review the class size data with a focus on oversized classrooms in Priority Schools as well as oversized classrooms in other schools as defined in 28-4. Upon review of the data or if notified of either oversized classrooms or oversized high school teaching loads, the Council shall identify which classrooms to investigate further.

The Council shall assign two members, one appointed and paid for by the UNION and one appointed and paid for by the BOARD, as review team to investigate the identified oversized classes. Compensation for Council members shall include reimbursement for travel expenses and members will be paid for travel time. Oversized classes, per Council criteria in alignment with Article 28-4, trigger automatic investigation.

The Council review teams shall begin their assessment no later than 3 days after notification. When conducting a review of an identified class size issue, the Council members shall meet with the principal and impacted teachers, who shall work collaboratively with the Council members to arrive at a solution. Based on its investigation, the review teams shall provide a report to the Council within five days. The report shall include a recommendation as appropriate, inclusive of the input of the principal and impacted teachers, on how to remedy any identified class size issues. The recommendation must be shared simultaneously with the principal and the impacted teachers. The principal shall respond to the Council's final recommendation, if the principal chooses, within three days, or before the next Council meeting, whichever

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occurs later. These deadlines may be extended at the discretion of the Council for good cause.

The Council shall issue a decision, either accepting or modifying the recommendation, at the next Council meeting following receipt of the members' report. The Council's decision may include: separating oversized classrooms; adding teacher assistants; reorganizing classes or class schedules (including possible prospective relief); and other remedies as determined by the Council. The Council will also decide and grant funds if needed for implementation. The Council cannot impose a remedy that includes establishing multi-grade classrooms in elementary schools. Council decisions are final and binding.

The Joint Class Size Assessment Council shall be the sole and exclusive means of enforcing the commitments set forth in this Article. The Council structure shall be reviewed at the end of the 2020-2021 school year to determine effectiveness and to determine if changes to the Council or the process are necessary to improve the effectiveness of the Council.

**28-4 Oversized Classrooms Entitled to Automatic Investigation**

The BOARD shall aspire to stay within the class size limits contained within Article 28-1. Effective for the 2020-2021 school year, in the event that class sizes exceed the Oversized Class Limits by the following thresholds, it shall trigger an automatic investigation by the Council. As set forth in Article 28-3, when setting standards and priorities, the Council may set lower limits in Priority Schools and give Priority Schools preference for remedies.

<u>Grade Level</u>	<u>Article 28-1 Class Size Limits</u>	<u>Oversized classes</u>	<u>Article 28-4 Oversized Class Limits Eff. 7/1/20</u>	<u>Article 28-4 Oversized Class Limits After 20-21 school year</u>
<u>K</u>	<u>28</u>	<u>29-32</u>	<u>32+ (+4 students over)</u>	<u>Available money for class size reduction in 28-5 will allow for further reduction in subsequent years.</u>
<u>1-3</u>	<u>28</u>	<u>29-32</u>	<u>32+ (+4 students over)</u>	
<u>4-8</u>	<u>31</u>	<u>32-35</u>	<u>35+ (+4 students over)</u>	
<u>9-12</u>	<u>25, 28, 31<sup>1</sup></u>	<u>25-32, 28-35, 32-38<sup>1</sup></u>	<u>32, 35, 38 (+7, respectively)<sup>3</sup></u>	

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- <sup>1</sup>. Varies by class—e.g. basic or essential classes: 25, regular 28, etc.
- <sup>3</sup>. Or where teacher average load is oversized by 14 students

Within the funding provided for in Article 28-5:

- Oversized classrooms grades K-8 shall be addressed either by adding an instructor, or by adding a teacher assistant to each oversized class, or other remedies determined by the Council depending on space available and the number of students.
- Oversized classrooms (including oversized teacher loads) at the high school level shall be addressed by adding an additional instructor, additional class sections, or other remedies determined by the Council depending on space available and the number of students.
- Effective just second semester of the 2019-20 school year, a teacher assistant or instructor assistant shall be assigned to kindergarten, first grade, second grade, and third grade classrooms that have 32 or more students enrolled. The teacher assistant or instructor assistant shall assist in core instruction and may be shared with more than one classroom. The BOARD shall observe the terms of Article 28-4 of the 2015-19 agreement for the first semester of the 2019-20 school year.

**Article 28-5. Funding.** The BOARD shall provide \$35 million each Fiscal Year to fund the costs associated with providing class size relief to meet or exceed the class size limits in Article 28-4.

**Ensures that CPS will address other remedies to the creation of oversized classrooms by examining their enrollment policies and practices.**

#### **SIDE LETTER ON SCHOOLS WITH OUT-OF-AREA ENROLLMENT THAT CONTRIBUTES TO OVER-ENROLLMENT**

The Board will review the effects of enrollment of out-of-area (or non-boundary) students that contribute to oversized classrooms at schools. In conjunction with the student application timeline, the BOARD shall review the projected available seats along with the enrollment trends to determine the appropriate number of offers for enrollment. The Board will address projected over-enrollment with principals and provide guidance with the intent of addressing oversized classrooms.

Should the BOARD decide to amend any policy that will affect current BOARD-adopted rules or policies concerning enrollment, the BOARD will inform the CTU of any such policy changes.

**Provides that CPS and CTU will work together to create positive school climates using Restorative Justice practices effectively by getting school input and establishing curriculum and training.**



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### Student Discipline & Restorative Justice

NEW 30-9.1. The BOARD and the UNION acknowledge the importance of creating a positive climate and culture in every school that is conducive to learning. Staff, families, students and community members all play a role in creating this positive school climate. The BOARD and UNION are committed to creating safe, inclusive, and positive environments that support academic, behavioral, and social-emotional success for all students. Restorative Justice (RJ) practices are ways for a school community to build relationships, problem solve, and learn.

NEW 30-9.2. The BOARD shall receive recommendations from the faculty and staff of each school to improve the culture and climate of the school in order to implement the BOARD's commitment to Restorative Justice practices, Social Emotional Learning, and Safety. Each school's Professional Problems Committee shall develop and annually review a school climate discipline plan.

NEW 30-9.3. The BOARD and the UNION shall work collaboratively with local restorative practice community experts to develop curriculum and training modules to train school communities, individual teachers, and parents on restorative practices.

**Allows members to take the existing five bereavement days in the event of the death of in-laws and domestic partners in addition to current family members and to take those days, if needed, in two non-consecutive installments within 30 days of the death.**

33-4. Bereavement Leave. In addition to the provisions of Board Rule 4-14(b), whenever the absence of a bargaining unit employee is caused by the death of the teacher's parent, spouse, spouse's parent, domestic partner, domestic partner's parent, child, brother, sister or grandparent, such employee shall be paid the basic salary for the number of days absent ~~from the date of death to the date the employee returns to work~~ provided that the number of days shall not exceed ten days with the last five being applied against accumulated allowable sick leave. The BOARD shall allow bereavement days to be taken non-consecutively provided that they are taken in no more than two installments within one month of the date of death.

**Clarifies the name of the CPS department responsible for employee extended sick leave.**

33-13. Extended Leave. In the case of a bargaining unit employee whose continued illness extends beyond the amount of sick leave earned and accumulated, the Talent Office may authorize extended leave with pay.

A request for extended sick leave must be directed to the Director of Employee Engagement Director of Absence & Disability who shall develop standards to ensure that a fair and equitable treatment of all employees is maintained with respect to extended sick leave.

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Extended sick leave shall be granted at the discretion of the Chief Talent Officer whose decision shall not be subject to further review.

**Enshrines COLA raises to apply to all members during the duration of the contract.**

**36-1. Salaries, Compensation and Remuneration Provisions.** The annual salaries of all bargaining unit employees and all other provisions governing compensation and remuneration are set forth in the salary schedules and provisions attached hereto as Appendix A. Such salary schedules and provisions contained in Appendix A are hereby made a part of this Agreement. Salary schedules will receive a cost of living adjustment in the following percentages on July 1st of the corresponding fiscal year:

Fiscal Year	COL A	Lane and Steps
2016	0%	None
2017	0%	Effective July 1, 2016, teachers and PSRPs shall be restored to the appropriate step and lane reflecting their years of service and education (back pay to 7/1/16).
2018	2%	Yes
2019	2.5%	Yes

Fiscal Year	COLA
2020	3.0%
2021	3.0%
2022	3.0%
2023	3.5%
2024	3.5%

~~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 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.~~

**Enshrines that CPS will provide additional compensation (in addition to COLA raises) for veteran educators on steps 14 and above as well additional pay increases for PSRPs.**

#### Additional Compensation Terms:

- The BOARD agrees to provide an additional \$5 million annually for pay increases for teachers on Steps 14 and higher. \$25 million over the 5-year

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contract term. (The full pay schedule will be completed and communicated prior to ratification of the contract.)

- Average PSRP pay increase of nearly 40% during the term of the contract
  - 9% increase in starting salaries for PSRP grades GA1, GA2, GA3, GB1, GB2, GB3, and G03
  - 5% increase in starting salaries for PSRP grades G04 and G05
  - Educational lanes for all PSRPs (Associates effective SY 19-20, Bachelors effective July 2021)
  - Increases in salary grade for HSNs and LPNs

**Provides that CPS and CTU will work together to identify a bank or institution who will be able to effectively and easily replicate deferred pay for members.**

~~36-3.3 [delete the first several sentences of this article]The BOARD and the UNION shall jointly select a bank or financial institute that can and implement an employee communication and resources plan to assist employees who plan to establish personalized deferred pay accounts with their own banks or financial institutions that will allow them to direct a portion of their compensation into a savings or other account to be available during unpaid break periods. The BOARD shall work to make establishing such deferred pay accounts with the selected bank or financial institution as simple and efficient for employees as possible.~~

**Provides that CPS will expand the CTU bank of sick days from the current cap of 40 to a new cap of 244. These days may be used as regular sick days, leaves, and pension credit, but will not be paid out upon retirement.**

~~37-3. Sick days awarded on and after July 1, 2012 that remain unused at the end of the Fiscal Year may be rolled over for future use up to a maximum of ~~forty (40)~~ two hundred forty four (244) days and may be used for the following purposes: (a) as sick days or for purposes of leave under the Family and Medical Leave Act; (b) to supplement the short-term disability pay in days 31 through 90 to reach 100% income during such period or (c) for pension service credit upon retirement. Sick days accumulated under this Section shall be utilized prior to sick days in the "retained sick day bank" as defined in Article 37-4.~~

**Clarifies that CTU members may donate days up to 10 sick days to other employees from either their grandfathered or CTU sick day bank.**

~~37-6. **Transfer of Sick Days.** Employees may donate up to ten (10) sick days from their Grandfathered or CTU sick day banks to another employee who is suffering from a serious medical condition and who is on an approved leave of absence. An employee receiving a donation of sick days may not receive more than forty-five (45) days of sick leave in the aggregate from donor-employees and may only receive a donation once during his or her employment with the BOARD.~~

**Allows additional time for preparing the REACH Handbook for the following year.**

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**39-1.B. Teacher Evaluation. Evaluation Plan and Procedures.** 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 30<sup>th</sup>~~ July 15<sup>th</sup> 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 1<sup>st</sup>, 15<sup>th</sup>.

**Ensures continuing joint CTU-CPS efforts to make evaluation more fair and to eliminate discriminatory outcomes.**

**39-1.C. Teacher Evaluation. Evaluation Plan and Procedures.** 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. The Joint Committee shall produce joint recommendations to the Chief Talent Officer and Union President by the end of each school year regarding possible improvements to the implementation of Teacher Evaluations, including efforts to mitigate or eliminate any disproportionate impacts of observations or student growth measures. To discuss and come to an agreement on issues related to the teacher evaluation plan implementation that may arise 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. ~~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. Student growth scores shall be 30% of the summative rating for the duration of this Agreement, unless before the Agreement's expiration, there is a change in applicable state law, in which case student growth scores shall be the statutory minimum and a change is agreed to by the parties.~~ 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.

**39-1.D. Teacher Evaluation. Evaluation Plan and Procedures.** The BOARD and the UNION shall conduct a new joint study each year of evaluation implementation, to be renewed and updated annually, for as long as there remains a disproportionate impact of observation or student growth measures of the implementation of the teacher evaluation plan, as determined by the Joint Committee. The Joint Committee shall determine what

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changes, if any, are necessary to improve the content and procedures of the teacher evaluation plan. Any changes to the teacher evaluation plan shall be communicated to all teachers within ten school days of adoption.

**Clarifies the existing requirement for post-conferences for formal observations.**

**39-2.3. Teacher Evaluation. Teacher Practice Observations. A.1. Formal and Informal.** Formal observations shall be preceded by a pre-conference. All formal observations shall be forty-five minutes in duration, the length of the class period or the length of the lesson. Formal observations shall be followed by a post-conference.

**Provides some protection against observations during the Kindergarten assessments 1<sup>st</sup> quarter of the school year.**

**39-2.3. Teacher Evaluation. Teacher Practice Observations. B.1. Timing and Number.** The first observation shall take place no sooner than the fifth week of the school year. During the 5th through 8th week of the school year, observations are permitted but all reasonable care shall be taken by evaluators to avoid performing observations of Kindergarten teachers during class periods when the KIDS Assessment is being conducted.

**Ensures that evaluators cannot conduct observations on student attendance days right before and after the major vacations during the school year.**

**39-2.3. Teacher Evaluation. Teacher Practice Observations. B.2. Timing and Number.** 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. Observations shall not occur on the student attendance day preceding or immediately following Thanksgiving, Winter and Spring breaks.

**Allows educator input into scheduling of formal observations.**

**NEW 39-2.3. Teacher Evaluation. Teacher Practice Observations. B.4. Timing and Number.** Evaluators shall consider teachers' preferences when scheduling times and dates (and specific classes and subjects) for formal observations.

**Clarifies existing practice and does not require teachers complete the pre and post forms.**

**39-2.3. Teacher Evaluation. Teacher Practice Observations. C.2. Observations and Conference.** Pre-observation conferences between the teacher and the evaluator shall take place no later than one week prior to the formal observation. Teachers are encouraged to complete the Pre-Conference Protocol prior to the Pre-Conference. Pre-observation conferences prior to a formal observation shall be private interactive discussions between the evaluator-observer and the teacher at which lesson and unit plans, portfolios of student work, student issues, resource needs, the teacher's identification of areas in which he or she wishes to have focused feedback from the

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evaluator-observer and other professional practice issues identified by the teacher or evaluator-observer shall be discussed.

**Provides enforcement for the content of the the existing REACH Addenda. If an evaluator uses evidence that contradicts guidance in an Addendum, an educator would be able to grieve the impact of that contradiction and use that to challenge their final rating.**

39-2.3. Teacher Evaluation. Teacher Practice Observations. C.3. Observations and Conference. Evidence collected during formal or informal observations shall be aligned to the CPS Framework for Teaching. In the case of observations of educators where CPS Addendums exist, no evidence shall contradict such an Addendum.

**Clarifies existing practice and acknowledges that is it not possible to complete ratings at the end of the school year.**

39-2.3. Teacher Evaluation. Teacher Practice Observations, D.1. Summative Evaluation. There will be only one annual or biennial summative evaluation rating per evaluation cycle at the end of the each teacher's evaluation cycle. The BOARD shall attempt to provide summative ratings no later than the last day of student attendance September 15, and the Joint Committee will review its progress toward that goal.

**Maintains REACH best practices as grievable but eliminates extra language.**

39-2.4(a). Teacher Evaluation. Best Practices. The Joint Committee has developed a set of "best practices" around teacher evaluation. They are included in the REACH Handbook and shared with teachers at the start of each school year. ~~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 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.~~

**Protects a first and second year PAT (untenured) clinician from non-renewal if their rating score is between 251-284 (upper half Developing). First and second year PAT clinicians can be non-renewed by CPS still if their rating score is 250 or lower. Third and Fourth**

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year PAT clinicians are still subject to non-renewal by CPS if they have an Unsatisfactory (209 or lower) or Developing (210-284) rating.

**39-2.7. Teacher Evaluation. Clinician Evaluation Plan.** Clinicians shall be evaluated in accordance with the Clinician Evaluation Plan in effect during the 2015-16 school year, and the BOARD shall abide by the Case Review process established in that plan.

Clinicians who are PATs hired and assigned by the Office of Diverse Learner Support Services (ODLSS) and whose REACH ratings are projected to be 250 or below may be non-renewed by ODLSS. Clinicians in their PAT1 or PAT2 year whose REACH ratings are projected between 251 and 284 will be renewed by ODLSS and provided support for the following school year. Such support may include from a cooperating senior clinician in the same field and professional development in the areas that they were rated lowest. Clinicians in their PAT3 year or later will continue to be subject to the non-renewal standards and procedures for all other non-tenured teachers.

**Clarifies that CTU and CPS will establish an improvement process for day-to-day substitutes which currently doesn't exist and dismissal is unclear and arbitrary.**

**39-6. Teacher Evaluation. Unsatisfactory Substitutes.** The Board, in consultation with the Substitute Professional Problems Committee, will establish a performance improvement process for day-to-day substitutes to be implemented at the start of the 2020-2021 school year. For day-to-day substitutes performing unsatisfactorily requiring performance improvement, 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 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.

**Clarifies current practice for educators who successfully remediate an Unsatisfactory rating.**

**39-8.D. Teacher Evaluation. Remediation of Tenured Teachers Rated Unsatisfactory.** 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. the teacher shall be placed on an annual evaluation cycle.

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**Acknowledges that the REACH appeal process will continue for the duration of the agreement and that the Joint Committee is not considering getting rid of the appeal process.**

**39-9. Teacher Evaluation. Appeals Process.** A teacher appeals process shall be established to contest certain summative ratings given by a qualified evaluator. It shall be comprised of a committee of four active or retired educators, two of whom shall be selected by agreement of the UNION President and Chief Executive Officer, one of whom shall be selected by the UNION and one of whom shall be selected by the BOARD. All members of the committee shall be qualified evaluators. Both the BOARD and the UNION shall select qualified alternate committee members who may substitute for their regularly appointed members. Individual members of the committee must recuse themselves from cases where they have personal familiarity with the teacher appealing a summative rating and will be replaced by the same appointing entity. ~~The Joint Committee shall determine whether the appeals process exists after school year 2018-2019.~~

The following teachers will have a right to appeal their ratings according to the timelines outlined in Article 39-9.A:

- Teachers rated unsatisfactory
- Tenured teachers receiving ratings in the lower half of developing

The following teachers will have right to appeal their ratings if they are laid off out of order of seniority.

- Teachers rated unsatisfactory
- Teachers rated developing

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.

**Clarifies current practice for educators who successfully appeal a summative rating.**

**39.9F. Teacher Evaluation. Appeals Process.** After a review of the written record of the rating and any interview with the teacher and evaluator, and any observation, and following deliberation, the appeals committee may overturn the rating if three of its members conclude that the rating under review is erroneous. If the appeals committee determines by majority vote that the teacher's appeal is to be granted, the BOARD shall revoke the summative rating under appeal and issue the teacher a 250 if an unsatisfactory rating was revoked, a 284 if an emerging rating was revoked, or a 285 if a developing rating was revoked an appropriate summative evaluation. A different qualified evaluator shall be assigned to the teacher during the next school year who shall follow all applicable provisions of this Article. No developing rating that results from a sustained appeal of an unsatisfactory rating shall count towards the two- developing rule.

**Ensures enforcement that CPS provide bathroom access for all members.**



## **CPS-CTU Tentative Agreements as of 10/30/19**

**44-4. Washrooms and Rest Areas.** The BOARD's objective is that shall ensure that all schools are provided with washrooms and rest areas for men and women teachers all bargaining unit members that are accessible to all bargaining unit members during all workdays, private, clean and comfortable.

**Provides a \$500 stipend each semester for members who do oral language interpretation during IEP meetings and allows for the creation of a certification process to better identify and prepare members capable of doing oral interpretation at IEP meetings.**

44-36.7. The BOARD will provide employees a \$500 stipend for each semester that the employee who regularly serves as an interpreter at IEP meetings until such time as the BOARD establishes an internal certification process. Once the internal certification process is established, any employee who obtains the certification will receive the stipend so long as the employee agrees to interpret at IEP meetings.

**Allows CTU and CPS to collaborate to provide student loan resources.**

NEW 44-36.8. The BOARD and the UNION shall cooperatively plan and shall jointly fund annual information and training sessions on student loans, loan forgiveness, and debt reduction for all interested CPS staff, students and families.

**Establishes three new joint CTU-CPS committees that will meet in order to meet the objectives as listed.**

NEW 45-4.16. A standing diversity committee is added to monitor and make recommendations to improve teacher and other staff racial diversity to better reflect student population, including university partnerships for the purpose of increasing the number of teachers of color.

NEW 45-4.19. A standing Bilingual Education committee is added to monitor progress on recommendations to increase EL students' access to quality instruction and services.

NEW 45-4.21. A standing PSRP committee is added to determine changes, if any, to the PSRP evaluation plan and other PSRP issues.

**Establishes and funds new full-time positions in schools with large amounts of students in transitional living situations (STLS--sometimes called homeless) per the allocations below as well as additional stipends for STLS liaisons in schools with fewer STLS students.**

NEW 46-1.1 The BOARD shall fund a School Community Representative at each school with 75 to 139 students in temporary living situations (STLS). The BOARD shall fund two School Community Representatives in schools with 140 or more students in temporary living situations. Student numbers to be measured on the last day of the 1<sup>st</sup> semester of the prior school year with any adjustments to be made on the 10th day of school of the current school year. The School Community Representative will be

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responsible for STLS coordination and actively work to remove barriers to enrollment, healthcare intervention, provide support and resources for families to access to housing, early intervention, attendance and success, and all other responsibilities per federal guidelines for students with the STLS designation.

The BOARD shall also provide paid stipends to schools for STLS Liaisons, according to the following schedule:

- 1 stipend for each school with 20 to 25 students in temporary living situations
- 2 stipends for each school with 26 to 40 students in temporary living situations
- 3 stipends for each school with 41 to 74 students in temporary living situations

The primary responsibilities for the School Community Representatives and the STLS Liaisons include working with families to determine STLS status, enrolling students in school and in the STLS program, and distributing bus cards to students. These employees are also responsible for maintaining on-going communications with STLS students and families and providing these families with referrals to District and community resources that may address barriers to enrollment, attendance, and success in school.

The Board shall establish a quarterly meeting with the CTU that enables all the parties to evaluate the efficacy of services to homeless students alongside leaders in CPS' STLS Department.

Appendix A Part 2  
NEW 2F STLS Liaison

Effective July 1, 2019

Per Semester  
\$1,000

**Establishes a new contract article about Bilingual Education which provides professional development and a definition of English Learner students, enshrines a bilingual education teacher pipeline created by CPS, further defines the duties of English Learner Program Coordinators, and establishes CTU-CPS collaboration around parent volunteers working with English Learners.**

### 46-4.1 Quality Bilingual Education/Professional Development

1. The BOARD and the UNION shall work collaboratively in a CTU/CPS Joint Standing Bilingual Education Committee to assess the bilingual education programs across the district to identify and to assist in planning on how to address areas of need.
2. The BOARD shall provide consistent, high quality, paid professional development related to instruction for English Learners during the school day to teachers who provide instruction to English Learners in grades Pre-K to 12th. This professional

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development may, but not solely be delivered by the English Learner Program Teacher. English Learners are defined in this Article as defined in 23 Ill. Admin. Code Sec. 228.10 excluding students needing services whose parents have refused bilingual services

3. Principals shall inform bilingual education teachers at the end of the school year for the upcoming school year the amount of funds that have been allocated in the school budget for bilingual education resources and materials and shall work with the bilingual education teachers to identify which resources and materials will be purchased to best serve the needs of English Learners. Principals shall be encouraged to use Guidance, developed by the Joint Bilingual Education Committee, on the allocation and use of these funds.

**46-4.2 Bilingual Education Teachers and PSRP Staffing Pipeline.** The BOARD and the UNION acknowledge the need for endorsed Bilingual Certified Teachers to ensure English Learners receive services required by state and federal law. The BOARD will offer at least 50% reduced tuition opportunities with partner universities for teachers to earn their Bilingual and/or ESL endorsement.

#### **46-4.3. English Learner Program Coordinators**

1. English Learner Supplemental Teacher position shall be staffed by the English Learner Program Teacher who is responsible for coordinating services provided to English Learners. The roles, responsibilities, and duties will be published annually by the Office of Language and Cultural Education. The English Learner Program Teacher shall not be tasked with responsibilities outside of the scope of this role (ex. World Language Instruction, Substitute teaching, lunch duty, etc).
2. Starting in the 2020-21 school year, the BOARD shall fund a Half-Time English Learner Program Teacher position for schools with 20-150 English Learners, a Full-Time English Learner Program Teacher for schools with 150 or more English Learners, 2 full-time positions for schools with more than 600 English Learners. Schools with 1-49 English Learners shall receive a stipend of \$1,000 for the role of English Learner program coordination. Schools with 50-99 English Learners shall receive a stipend of \$1,500. Schools with 100-199 English Learners shall receive a stipend of \$2,000. Schools with 200-249 English Learners shall receive a stipend of \$2,500. Schools with 250 or more English Learners shall receive a stipend of \$3,000.
3. Starting in the second semester of 2019-2020 school year where possible and otherwise at the beginning of the 2020-2021 school year, an English Learner Program Teacher at schools with 20 or more English Learners shall have at least 50% of their time designated for English Language Program Teacher coordination duties exclusive of their teaching duties. An English Learner Program Teacher at schools with 250 or more English Learners shall have 100% of their time designated for English Language Program Teacher duties program coordination duties. The ELPT shall not be the sole person responsible for providing English Learner services for English

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Learners without a certified Bilingual and/or English as a Second Language teacher except schools with 19 or fewer English Learners. Teachers in schools with 1-19 English Learners shall have the option to accept or reject the principal's assignment of the English Learner Program Coordinator Teacher role compensated with the stipend. If no one accepts the role then the Principal shall assign it to a qualified administrator and when not possible, to a qualified teacher.

4. English Learner Program Teachers shall not be considered part of the administrative team but the recommendations made by the English Learner Program Teachers in accordance with CPS policy and state law shall be considered by Principals when making educational decisions that affect English Learners.

46-4.4 Equal Access to Volunteer for Immigrant Parents. The BOARD shall work with the CTU/CPS Joint Standing Bilingual Education Committee to recommend may to recommend way in which the Board/CEO can minimize or remove obstacles to volunteer opportunities for parents English Learners.

**Enshrines that CPS will be a Sanctuary School District and specifically what that means for how they will protect students who are vulnerable to discriminatory and punitive immigration policies.**

#### **NEW 46-5 Sanctuary Schools and Sanctuary Employer**

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.

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.

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 at the school for school-related business and jointly commit to defend the right to a free and safe learning environment to the extent permitted by law.

46-5.4. School personnel shall not inquire about or record a student's or a family member's immigration status, nor shall the Board collect or retain information regarding the immigration status of any CPS students or their families. Except by a court order, CPS shall not disclose to ICE any information regarding the immigration status of any CPS student. CPS will not disclose to anyone other than ICE any immigration information pertaining to any CPS student except pursuant to the Family Educational Rights and Privacy Act. 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.

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46-5.5. Upon request by ICE agents to enter CPS school grounds or to obtain or review CPS records, CPS administration shall verify the immigration agent's credentials, ask the agent why the agent is requesting access, and require a criminal judicial warrant signed by a federal judge. CPS shall not admit ICE agents based upon an administrative warrant, ICE detainer, or other document issued by an agency enforcing civil immigration law.

46-5.6. In the interest of ensuring the success of the commitments made in this article, the BOARD and the 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. The BOARD and UNION shall also discuss matters pertaining to the issues of Sanctuary employers and schools as requested.

46-5.7. CPS Employees shall not face any BOARD discipline for following the policies contained in this Article.

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.

### **NEW 46-6. Sanctuary Employer**

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 protected eligible immigrant youth from deportation and provided work authorization documents to nearly 800,000 young people who came to the United States as children. The BOARD and the UNION recognize that the young people who have received DACA benefits are a valued and important part of our community. Because the termination of the DACA policy may affect the work authorization of employees of the BOARD, the BOARD and the UNION agree to the following:

46-6.2. The BOARD shall not inquire about or demand proof of immigration or citizenship status, except as required by law.

46-6.3. Effective for SY 2019-20, the Board shall, in consultation with the UNION, develop appropriate guidance and resources of up to \$200,000 per school year, to assist employees in planning for and navigating immigration issues.

46-6.4. Upon written request, an employee shall be released for up to ten (10) unpaid working days one time during their employment in order to attend to immigration or citizenship status matters. The days need not be taken consecutively. The Employer may request verification of such absences and/or appropriate certified documentation.

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46-6.5. In the event that the BOARD is no longer permitted to employ an affected employee, the BOARD agrees to convert the affected employee's termination to an unpaid leave of absence upon the employee's return to work, provided the return to work takes place within two (2) calendar years for tenured teachers or within one (1) calendar year for all other employees. Specifically, upon the employee providing proper work authorization within the appropriate time frame, the BOARD agrees to reinstate the affected employee to the employee's former position, if available, without loss of prior seniority. If the former position is not available, the BOARD agrees to reinstate the employee to substantially similar employment for which the employee is qualified, including the Reassigned Teacher Pool, at a salary no less than their pay prior to their separation. While separated, the employee shall earn no credit toward step advancement.

46-6.6. Within thirty (30) days of the signing of this Agreement, the BOARD and the UNION shall send the following:

- a. A joint letter to educators and support staff with immigration or citizenship status resources, such as the immigrant and refugee children guide for educators and support staff.
- b. A joint letter to students and their families with immigration or citizenship status resources.

**Provides the same stipends for Clinicians who achieve National Board equivalent national credentials as Teachers and increases those stipends by the amounts below.**

#### PART 2. INCREMENTS AND STIPENDS.

2A. National Board Certified Teachers and Clinicians. The BOARD shall add the amounts set forth below during the periods set forth below to the base salaries on the teacher salary schedule to teachers who are or become National Board Certified Teachers (NBCTs) and to the base salaries on the clinicians salary schedule to clinicians who obtain applicable state or federal advanced related service provider credentials as set forth below.

Effective Date	Addition
July 1, 201519	\$2,019.47
July 1, 201620	\$2,080.05
July 1, 201721	\$2,142.46
July 1, 201822	\$2,217.44
July 1, 2023	\$2,295.05

Advanced Related Service Provider Credentials: Nationally Certified School Psychologist, Certified School Social Work Specialist, Nationally Certified School Nurse, Certificate of Clinical Competence Speech Language Pathology, Certificate of Clinical Competence - Audiology, National Board for Certification in Occupational Therapy, American Board of Physical Therapy Specialists.

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Provides increment payments for additional clinician positions and increases the increment payments.

2C. Psychologists, School Social Workers and Speech Pathologists, Occupational Therapists, Physical Therapists, and Certified School Nurses, Audiologists. Psychologists, school social workers, speech pathologists, occupational therapists, physical therapists, audiologists and certified school nurses shall receive the following monthly increment based on the number of weeks of employment budgeted for their positions provided they meet the stipulated requirements for their clinician position, ~~school psychologists, school social workers or speech pathologists~~ (Illinois School Code, section 14-1.09):

Days of Employment	Rate per Month
Effective July 1, 2015 <del>9</del>	
208 days	<u>\$392.55</u>
228 days	<u>\$391.65</u>
248 days	<u>\$391.65</u>
52 weeks	<u>\$390.84</u>
Effective July 1, 2016 <del>20</del>	
208 days	<u>\$404.33</u>
228 days	<u>\$403.40</u>
248 days	<u>\$403.40</u>
52 weeks	<u>\$402.57</u>
Effective July 1, 2017 <del>21</del>	
208 days	<u>\$416.46</u>
228 days	<u>\$415.50</u>
248 days	<u>\$415.50</u>
52 weeks	<u>\$414.65</u>
Effective July 1, 2018 <del>22</del>	
208 days	<u>\$431.04</u>
228 days	<u>\$430.04</u>
248 days	<u>\$430.04</u>
52 weeks	<u>\$429.16</u>
Effective July 1, 2023	
208 days	<u>\$446.12</u>
228 days	<u>\$445.09</u>
248 days	<u>\$445.09</u>
52 weeks	<u>\$444.18</u>

The proposed contract is a 5-year contract.

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**49-1. Duration.** This Agreement shall commence on July 1, 2015~~9~~ and expire on June 30, 204~~9~~~~24~~.

**Provides freezes on health insurance premiums for the first three years of the contract and increases in year four and five as listed below. The language allowing the .8% increase have been eliminated in this contract. CPS has agreed to settle the Unfair Labor Practice over the .8% increase in January of 2019 and members impacted will receive retroactive pay to make of the portion of the increase from July 1, 2019 to present.**

#### **Appendix B – Contributions to Health Care Plans**

Employee Contributions. Subject to subparagraph c, contributions shall ~~per the Attachment A effective January 1, 2017 and shall increase per the attached on January 1, 2019 (0.8 percent of salary).~~ Employee contributions shall increase as follows:

	<b><u>Change in Employee Health Contributions</u></b>	
Jan 1, 2020	0.0%	
Jan 1, 2021	0.0%	
Jan 1, 2022	0.5%	0.0%
Jan 1, 2023	0.5%	0.25%
Jan 1, 2024	0.5%	0.5%

~~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 on January 1<sup>st</sup> of the last three calendar years of the five-year Agreement.~~

**Provides the following reductions in co-payments for health insurance plans.**

#### **Appendix E Health Care and Related Benefits**

1. Eliminate co-insurance on outpatient mental health services in the PPO, maintain current \$25 co-pay.
2. Reduce HMO copay for mental health services from \$30 to \$15
3. Reduce PPO physical therapy copays from \$45 to \$30
4. Reduce HMO physical therapy copays from \$45 to \$30
5. The LMCC shall jointly review the Board's healthcare plans to determine steps necessary to ensure coverage applies equally and appropriately to all bargaining unit members.

Effective January 1, 2020.



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**Ensures the renewal of the current agreement that CPS not increase charter school seats for the duration of the contract.**

**Side Letter on Charters.** ~~The BOARD shall observe a moratorium on the establishment of new charter and contract schools, including establishing additional campuses in existing charter and contract school networks.~~ There will be a net zero increase in the number of Board authorized charter schools over the term of this agreement and the total number of students enrolled by the 2023-2024 school year will not exceed 101% of the total student enrollment capacity as of school year 2019-20.

**What CPS was willing to put in writing on student-based budgeting.**

**Side Letter on SBB.** This letter confirms that CPS will continue to engage in a process to review school funding and modify as needed, in order to increase equity.

**What CPS was willing to put in writing on student-based budgeting.**

**Side Letter on SQRP.** This letter confirms that CPS will continue to engage in a process to improve the School Quality Rating Policy, in order to increase equity.

FOR CTU MEMBERS ONLY